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**PHASE 2 SYSTEM PURCHASE  
AGREEMENT**

**CENTRAL SQUARE TECHNOLOGIES, LLC**

**FOR**

**Santa Barbara County Fire Protection District**

**PHASE 2 SYSTEM PURCHASE AGREEMENT  
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## PHASE 2 SYSTEM PURCHASE AGREEMENT

### 1.0 INTRODUCTION

This Agreement, is made and entered into, and shall become effective upon the day (“Effective Date”) on which it is signed by a duly authorized representative of the District (defined herein), between CentralSquare Technologies, LLC, referred to as “CentralSquare”, with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the Santa Barbara County Fire Protection District, referred to as “District” (who together may also be referred to as the “Parties” herein, or individually as a “Party”), with reference to the following facts:

**1.1** This Agreement is for the purchase of an integrated Computer System (the “System”) consisting of a Computer-Aided Dispatch System (CAD Enterprise) and any additional applications set forth in Addenda A-2 to A-6, including applicable Interfaces, Software, Equipment, and services.

**1.2** This Agreement governs Phase 2 of a two-phase project (the “Project”) as more fully described in this Agreement and the Addenda attached hereto, and in the companion, previously executed, Phase 1 System Purchase Agreement and the Addenda attached thereto which describes Phase 1 of the Project.

**1.3** Phase 2 is the conversion of the Phase 1 subscription, testing, and training system to an operational, on-premise System allowing the District to conduct Live Operations. Configuration work completed in Phase 1 will be moved to the on-premise system during Phase 2. Upon Go Live of Phase 2, the Phase 1 hosted environment will be decommissioned, and Phase 1 will end.

**1.4** WHEREAS, the District would like to purchase software licenses to conduct Live Operations from an on-premise CAD System and;

**1.5** WHEREAS, CentralSquare will provide CAD Enterprise software licenses implemented on an on-premise environment;

**1.6** In consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, District and CentralSquare agree as follows:

### 2.0 ADDENDA

**2.1** The following documents are attached as Addenda to this Agreement and incorporated by reference as though set forth in full:

- |     |              |  |
|-----|--------------|--|
| (a) | Addendum A-1 | Statement of Work  |
| (b) | Addendum A-2 | Number of CentralSquare Software Licenses, and Designated Location |
| (c) | Addendum A-3 | Subscription Service License & Use Agreement                       |
| (d) | Addendum A-4 | Equipment  |
| (e) | Addendum A-5 | System Software  |

- (f) Addendum A-6 Subcontractor Services
- (g) Addendum A-7 Support Fees
- (h) Addendum A-8 Pricing Assumptions
- (i) Addendum A-9 Enterprise System Planning Guide
- (j) Addendum B Software Support Addendum
- (k) Addendum C Subcontractor Warranty, Support and Maintenance Agreements, if applicable
- (l) Addendum D Subcontractor License Agreements, if applicable
- (m) Addendum E Indemnification and Insurance Requirements
- (n) Addendum F HIPPA Business Associate Agreement (BAA)
- (o) Addendum G Consent to Assignment of Software Licenses

### **3.0 DEFINITIONS**

**3.1** “Acceptance” or “Accept” means the processes described in Section 8.0, Acceptance, of this Agreement.

**3.2** “Archive Server” or “Reporting Server” means a Server or other storage unit on which District’s data resides for archival purposes.

**3.3** “CentralSquare Business Hours” means CentralSquare’s corporate business hours of 8:30 a.m. to 5:30 p.m. (Eastern Time), Monday through Friday, excluding CentralSquare holidays.

**3.4** “CentralSquare Software” means the Object Code version of the software specified in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location, including, as applicable, equipment, Software licenses, and Services, acquired under this Agreement, and any applicable sales, use, value added, or other such governmental charges.

**3.5** “Deliverable” means an item of equipment, software, services and other items acquired under this Agreement as listed in the addenda hereto.

**3.6** “Deliver” or “Delivery” with respect to the System means delivery of all components of each Subsystem to the Designated Location, including all Software licenses in accordance with Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location. Delivery shall be deemed to have occurred provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered. A separate Delivery shall occur with respect to each such Subsystem.

**3.7** “Demonstration of Licensed Functionality (“DOLF”)” means the verification of configuration procedures for a Subsystem, conducted as described in the Statement of Work.

**3.8** “Designated Location(s)” means the physical site(s) at which a Subsystem is installed as specified in Addendum A-1, Statement of Work.

**3.9** “Disaster Recovery Computer System” means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Production Computer System.

**3.10** “Documentation” means the then-current standard user manuals or other related instructional and/or reference materials, provided by CentralSquare or other Software Vendors from time to time, including on-line help information, online documentation updates, and Release Notes issued in connection with Updates, provided and licensed under this Agreement.

**3.11** “Equipment” means the computer system equipment specified in Addendum A-4, Equipment. CentralSquare may substitute equipment for that specified in Addendum A-4, Equipment, provided that such equipment will meet the requirements of the Specifications and this Agreement. The Equipment in Addendum A-4, Equipment, does not include hardware supplied by Subcontractors which is outlined in Addendum A-6, Subcontractor Services.

**3.12** “Functional Acceptance Test” (“FAT”) means the pre-Go Live test process for a Subsystem as further defined in Subsection 8.1.

**3.13** “Go Live” means the event that occurs when the District first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

**3.14** “Help Desk” means the CentralSquare telephonic support services provided as described in Addendum B, Software Support Addendum.

**3.15** “Installation” with respect to Subsystems means the process of running the Subsystem under a procedure to demonstrate basic interoperability of the applicable Subsystem components at the Designated Location for that Subsystem. “Installation” with respect to the Modifications means the process of running each Modification under a procedure to demonstrate basic interoperability with the applicable Subsystem at its Designated Location(s). “Installation” with respect to the Interfaces means the process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the applicable Subsystem and the hardware and/or Software with which it is interfaced at its Designated Location(s).

**3.16** “Interface” collectively or individually, means the interface software described in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location.

**3.17** “Live Operations” means use of a Subsystem in a live operational environment, whether or not any Interfaces or applicable Modifications are included in such use.

**3.18** “Modifications” means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in the Addendum A-1, Statement of Work. The CentralSquare Software is not custom software, and as such, at CentralSquare’s discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare Districts; or as applicable, made available as a separate module or function, separately licensed

and priced.

**3.19** “Object Code” means any instruction or set of instructions of a computer program in machine-readable form.

**3.20** “Production System” means the primary computer system for Live Operations of the CentralSquare Software.

**3.21** “Project Schedule” means the schedule set forth in or developed pursuant to the Statement of Work, subject to any permitted changes or modifications.

**3.22** “Server” means any and all computers in a local area network that run System Software which controls access to all or part of the network and its resources and make such resources available to computers acting as Workstations on the network, including the Production System and any Disaster Recovery System.

**3.23** “Services” means the services provided by CentralSquare under this Agreement, including the Subscription Services.

**3.24** “Software” means collectively or individually the object code version of computer programs licensed under this Agreement, including, without limitation, the programs for each Subsystem.

**3.25** “Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications.

**3.26** “Software Support” means Telephone Support, Software Error Correction, and Software Update services provided by CentralSquare (and/or other Software Vendors) for the Software, either under warranty or under the applicable support documentation as more fully described in Addendum B, Software Support Addendum, or Addendum A-3 Subscription Service License and Use Agreement.

**3.27** “Software Support Agreement” means collectively or individually agreements of that name (or a similar name) for the rendering of Software Support services entered into between the Parties coincident with this Agreement, including any permitted renewals of such agreements.

**3.28** “Source Code” means the high-level computer instructions for Software used to generate Object Code.

**3.29** “Specifications” means (i) the functional requirements and applicable Functional Test document(s) (“FT”) with respect to each Subsystem; (ii) the Interface Requirements Document (“IRD”), or Interface Functional Configuration Document (“IFCD”) and applicable test document for each Interface, or Operational Scenario Document(s) for each Custom Interface, or if applicable, Modification; and (iii) the published specifications for the Equipment, which documents are incorporated by reference herein as though set forth in full. The FT, IRD, IFCD and OSD will be in the format provided by CentralSquare.

**3.30** “Statement of Work” means the document that defines the implementation process for the Project, including specific tasks that are the responsibility of CentralSquare and the District.

**3.31** “Subcontractor” means one of the entities identified in Addendum A-1, Statement of Work, as subcontractors to CentralSquare, if applicable.

**3.32** “Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its Subsystem, and identified in Addendum A-6, Subcontractor Services, if applicable.

**3.33** “Subcontractor Software” means software supplied by a Subcontractor as part of its Subsystem and listed in Addendum A-6, Subcontractor Services, if applicable.

**3.34** “Subscription Fee” means the total subscription fee of the items as specified in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location, including, as applicable, equipment, Software licenses, and Services, acquired under this Agreement, and any applicable sales, use, value added, or other such governmental charges.

**3.35** “Subscription Services” means the maintenance and/or support Services for the CentralSquare Software provided on a cloud hosted environment under Addendum A-3 of this Agreement.

**3.36** “Subsystem” means each of the applications described in the Statement of Work, including its Equipment, other hardware and Software. In most cases, the Subsystem Software will share Equipment. (For the avoidance of doubt, the applicable Enterprise core applications, e.g. CAD Enterprise, Mobile Enterprise, RMS Enterprise, are Subsystems under this Agreement.)

**3.37** “Subsystem Software” means individually or collectively the Software provided under this Agreement for each of the Subsystems.

**3.38** “Support Agreement” means collectively or individually agreements of that name (or a similar name) for the rendering of Support services as applicable.

**3.39** “System” means collectively all Subsystems that make up the integrated Computer System referred to in Subsection 1.1 of this Agreement and more fully described in the Statement of Work.

**3.40** “System Software” means the Software identified in Addendum A-5, System Software, which includes, without limitation, operating System Software, DBMS Software, and communications Software.

**3.41** “Task Completion Report” or “TCR” means the document presented by CentralSquare’s Project Manager to the District for signature upon completion of a Deliverable.

**3.42** “Telephone Support” means the service provided by CentralSquare for access to the CentralSquare Customer Service Department by telephone as further defined in Addendum B, Software Support Addendum.

**3.43** “Update” means revisions or additions to Software provided by the Vendor thereof. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

**3.44** “Use” means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the Software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

**3.45** “User” means the operator of a Subsystem Workstation that is configured to access and/or utilize



the capabilities and features of the Subsystem Software.

**3.46** “Vendor” means any supplier of hardware, Software or Services under this Agreement, including CentralSquare, Subcontractors, System Software suppliers and Equipment suppliers. With respect to Software, this term will also mean the owner of the intellectual property rights, including copyright, to the Software.

**3.47** “Warranty Period” means the period starting at first Go Live for each Subsystem using the CentralSquare Software and ending one (1) year thereafter.

**3.48** “Workstation” means any computer input station that utilizes the functionality of a Subsystem, whether the Software resides locally or on a Server.

#### **4.0 PRICES AND PAYMENT**

**4.1** Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. In full consideration for CentralSquare’s services District shall pay, without deduction or offset, on the terms specified in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location. Billing shall be made by invoice, which shall include the contract number assigned by the District and which is delivered to the address given in Section 26 NOTICES below following completion of the increments identified in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location.

**4.2** All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, District shall pay the entire non-disputed portion of any such invoice.

**4.3** The **remittance address** for payments only is:

CentralSquare Technologies, LLC  
12709 Collection Center Drive  
Chicago, IL 60693

**4.4** In the event that District is in arrears on payments due to CentralSquare of more than sixty (60) days from the due date, CentralSquare in its sole discretion may elect to stop work on the Project or suspend Services for non-payment until District becomes current on payments due. CentralSquare shall give notice to the District of its intent to stop work with the District having fifteen (15) days to cure the default. In such event the Project Schedule will be adjusted accordingly, and CentralSquare shall not be considered to be in default for delays caused by District’s non-payment.

#### **5.0 SOFTWARE LICENSES**

**5.1** In consideration for, and subject to, the payment of the Fees specified in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location, and the other promises, covenants and conditions herein, District is granted the following licenses to the Software:

**5.1.1** The CentralSquare Software: A nontransferable, nonexclusive right to use the CentralSquare Software and its associated Documentation for District’s own internal use for the applications described in Addendum A-1, Statement of Work, at the Designated Location(s), in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location. Additional CentralSquare Software

licenses provided after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 5.0, Software Licenses. District shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do said acts including access to unauthorized others, except as provided in this Agreement or the applicable Software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, District shall not be entitled to a refund of any fees paid. Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, District shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the Designated Location, provided that the Subsystem Software is installed and operated at only one physical location.

5.1.2 Further, CentralSquare acknowledges and agrees that the District does not have its own employees; instead, Fire services are provided by the employees of the County of Santa Barbara, generally through its Fire Department. Therefore, “District’s own internal use” for purposes of this Agreement includes the County of Santa Barbara’s own internal use, and responsibilities to be performed by District staff under the Agreement are to be performed by County staff.

5.1.3 Subcontractor Software: Licenses for any Subcontractor Software are set forth in Addendum D, Subcontractor License Agreements, if applicable.

5.1.4 System Software: The licenses set forth in the applicable Vendor’s license agreements that accompany Software are incorporated herein. Third party products providing supplemental software code to the CentralSquare Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section 5, Software Licenses.

5.2 Title to all CentralSquare Software or Documentation shall remain with CentralSquare. Title to any third party Software or Documentation shall remain with the applicable Vendor or original licensor.

5.3 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code.

5.4 District may not export any Software or Documentation outside the United States without further prior written agreement of CentralSquare or the applicable Subcontractor. In the event of such agreed export, District is responsible for complying with all applicable export laws or regulations. Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by applicable government agencies is subject to restrictions as set forth in DFAR 48 CFR 252.227- 7013 or FAR 48 CFR 52.227-14, as applicable.

5.5 The Subscription Services, and any Software licenses are effective until terminated hereunder or under the terms of the applicable Vendor license agreements.

## 6.0 TERM

6.1 This Agreement shall be effective from the date of contract execution and shall continue in full force and effect for a period of five (5) years (“Initial Term”).

- 6.2** At the conclusion of the Initial Term, this Agreement shall automatically renew for one (1) additional three (3) year term ( “Renewal Term”), unless one Party notifies the other Party in writing of its decision not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the “Term”).
- 6.3** CentralSquare shall notify District prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.

## **7.0 SITE PREPARATION, DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS**

**7.1** District agrees to provide, in a timely manner and at its own expense, required facilities and equipment specified in Addendum A-1, Statement of Work, and Addendum A-9, Enterprise System Planning Guide and the Documentation.

**7.2** CentralSquare will Deliver the items purchased and/or licensed hereunder and perform the services pursuant to Addendum A-1, Statement of Work, subject to the provisions of Section 20.0, Force Majeure/Excusable Delay, of this Agreement, and further subject to delays caused by the actions or omissions of District, including, but not limited to, delays in performing the District responsibilities as defined in Addendum A-1, Statement of Work. Unless specifically identified as a CentralSquare task in Addendum A-1, Statement of Work, Installation of Workstations into consoles, furniture or similar work area components at District’s Designated Location is the responsibility of District.

**7.3** As further defined in Addendum A-1, Statement of Work, CentralSquare will appoint a Project Manager who will act as the primary point of contact for CentralSquare’s Services for the implementation process in the Project. Any Services desired by District in addition to those specified in this Agreement or Addendum A-1, Statement of Work, will be subject to the availability and scheduling of CentralSquare (or Subcontractor) personnel and at CentralSquare’s (or the Subcontractor’s) then-current rates, plus expenses. Prior to performing any of the aforementioned additional Services, CentralSquare will provide a written quotation detailing the price (or time and materials estimate) for such Services. CentralSquare may subcontract with certain Vendors that provide hardware, Software and/or Services in connection with the Project (as more fully described in Addendum A-1, Statement of Work), and pass through to District warranties received from the Vendors thereof. Prior to Acceptance, should any Subcontractor hereunder be in default (provided such default is not due to any fault or delay of District or its agents, due to any third party, or due to an event of Force Majeure), CentralSquare may either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution.

**7.4** The Statement of Work will define the implementation process for the Deliverables and Services to be provided under this Agreement, including implementation of the Subsystems and Interfaces, testing, training; as well as the responsibilities of both CentralSquare and the District for the relevant tasks associated with the Project.

**7.5** Unless provided as a fixed fee, freight costs, or travel costs incurred and invoiced by CentralSquare in connection with services rendered under this Agreement shall be paid by District upon receipt of invoice. All travel costs and arrangements will be made in accordance with CentralSquare's standard travel policy, a copy of which will be provided to District upon request.

**7.6** District shall not, without the prior written consent of CentralSquare, sell, lease, encumber or otherwise dispose of the items purchased under this Agreement until CentralSquare's security interest hereunder has been released. (Nothing in the foregoing shall be deemed to grant or imply any license or other right to District to sell, lend, rent, lease or otherwise transfer the CentralSquare Software to a third party.)

## **8.0 ACCEPTANCE**

**8.1** General. Testing of the System and Subsystems shall occur throughout the Project life cycle as further defined in the Statement of Work. Prior to conducting the Functional Acceptance Test ("FAT") process as defined below, CentralSquare shall provide the standard FAT documents for the System and Subsystems. CentralSquare shall conduct the FAT with the District's participation in accordance with the Project plan. Individual test cases within the FAT documents shall have pass/fail criteria and with results provided to the District in a test report. District shall not suspend testing when problems are experienced and restart a FAT when the problems are corrected unless the problems prevent continuing with FAT testing. If FAT testing must be suspended pending corrective action, District shall promptly advise CentralSquare by the fastest available means. During the FAT process, any FAT issues detected will be mutually defined and agreed upon as Pre-Go Live Issues to be corrected prior to Go Live, or Post Go Live Issues that do not affect the Go Live readiness of the System and will be corrected following Go Live. The FAT process and milestones are further defined in the Statement of Work.

Final Subsystem Testing. Following the test processes defined in the SOW, and District and CentralSquare's mutual agreement of the Go Live Date, upon Go Live for those Subsystems that Go Live together or separately, the District shall utilize the Subsystem(s) for a thirty (30) day Acceptance test period ("the Acceptance Test Period") to verify operational System and Subsystem functionality for Live Operations. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum B, Software Support Addendum) are reported and verified during such thirty (30) day period, the Subsystem(s) shall be deemed to have achieved "Final Acceptance."

**8.2** In the event that a Critical Priority or Urgent Priority Software Error occurs (as defined in Addendum B, Software Support Addendum) during the Acceptance Test Period, CentralSquare shall commence actions in accordance with Addendum B, Software Support Addendum to correct the reported error.

## **9.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

**9.1** CentralSquare agrees to maintain during the Term of this Agreement and thereafter District's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. CentralSquare will report any unauthorized access to District

information or data outlined above promptly, in writing. Notwithstanding the above, the applicable Vendor or original licensor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. District shall acquire no intellectual property ownership rights to Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

9.1.1 CentralSquare maintains a security program for managing access to District data – particularly any HIPAA data (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the District to provide reasonably required documentation. In addition CentralSquare shall inform the District promptly in writing of any actual or suspected unauthorized access to any District confidential data.

9.1.1.1 If required by the District, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff’s job assignment. If the District requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the District’s site, the District will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the District’s site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the Installation of the Project and for the duration of this Agreement.

**9.2** District understands and agrees that the Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IFCDs, IRDs and FATs, the Software design, structure and organization, Software screens, the user interface and the engineering know-how implemented in the Software, together with any other information identified by CentralSquare or a Vendor as confidential or proprietary (collectively “Vendor Proprietary Information” or “VPI”) constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the Vendor a competitive advantage.

9.2.1 The material presented in CentralSquare’s training courses is VPI and not intended for public disclosure or disclosure to third parties. Districts may videotape training sessions provided on-site at the District’s facilities by CentralSquare staff for the District’s own internal use only; provided, however, that the CentralSquare training staff have consented in writing to such videotaping. Such consent shall not unreasonably withheld. The District is responsible for managing secure access to and copying or distribution of any CentralSquare provided training materials or District-made videotapes of CentralSquare training sessions.

**9.3** District agrees during the term of this Agreement, and thereafter, to hold the VPI, including any copies thereof and any Documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for District’s exercise of the license rights granted hereunder

and except as required by law, including the California Public Records Act and the Brown Act. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

**9.4** District shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed. District may not access or allow access to Source Code by any person and for any reason.

**9.5** District shall inform CentralSquare promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of VPI.

**9.6** The District is subject to the California Public Records Act and the Brown Act. CentralSquare acknowledges and agrees that this Agreement is a public document that will be posted on the internet.

**9.7** The obligations specified under this Section 9, Confidentiality and Proprietary Rights, shall survive any termination or rescission of this Agreement.

## **10.0 LIMITED WARRANTIES**

**10.1** The CentralSquare Software. CentralSquare warrants that, during the Warranty Period, the CentralSquare Software will perform in substantial conformity with the Specifications. CentralSquare does not warrant that the CentralSquare Software or Subscription Services will be error free. If, during the Warranty Period, District determines that a warranty defect exists in the CentralSquare Software, District shall notify CentralSquare in accordance with Addendum B, Software Support Addendum. CentralSquare shall, at its option, replace the defective CentralSquare Software, or correct the defect in accordance with Addendum B, Software Support Addendum. This Subsection 10.1 sets forth District's sole remedy with respect to the foregoing warranty.

**10.1.1** CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Should any of the above be contained in the Software, CentralSquare shall at its option, replace the defective CentralSquare Software, or correct the defect in accordance with Addendum B, Software Support Addendum. CentralSquare will reload data at no cost for any replacement or corrected Software associated with a CentralSquare-introduced "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. (Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of Subsection 10.1.2.5, below, shall constitute the agreement of the Parties with respect to viruses.)

**10.1.2** If the CentralSquare Software is unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by CentralSquare for efforts to attempt to correct or work around such factors:

10.1.21 Modification of the CentralSquare Software, System Software or Equipment by District or a third party.

10.1.22 Problems in the CentralSquare Software are caused by the CentralSquare Software not being used in accordance with the CentralSquare Documentation, or other instructions provided by CentralSquare.

10.1.23 Software not provided by CentralSquare, not specified as compatible in the Documentation, or District not following the procedures for loading third party software on a Workstation or Server as set forth in Subsection 11.5 of this Agreement and further defined in Addendum A-9, Enterprise System Planning Guide.

10.1.24 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of District to provide and maintain the site and facility requirements described in Section 7.0, Site Preparation, herein, or the use of other equipment as substitutes for the Equipment listed in Addendum A-4, Equipment.

10.1.25 Computer viruses that have not been introduced into District's system by CentralSquare. District shall maintain up-to-date virus checking software and shall check all software received from any person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by District, CentralSquare will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CentralSquare, CentralSquare will provide a virus-free copy of the CentralSquare Software, and will, at its expense, reload said software (but not District's data) on District's Equipment. District shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus. CentralSquare will reimburse the District for time and materials up to the limit of Professional Errors & Omissions insurance carried by CentralSquare to reload data associated with a CentralSquare-introduced virus. This Subsection 10.1.2.5 states District's sole remedy with respect to viruses arising from or relating to the System.

10.1.26 Equipment or software provided by third parties with which the CentralSquare Software interfaces or operates (including but not limited to system software), including but not limited to problems caused by changes in such equipment or software. If such changes occur which require modifications or other actions with respect to the CentralSquare Software, such modifications or actions shall be subject to the mutual written agreement of the Parties, including but not limited to, additional charges by CentralSquare at its then current rates for engineering and technical support.

**10.2** Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. District's use of services provided by wireless service providers or carriers, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at District's sole risk.

**10.3** If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the District or the mapping database Vendor to CentralSquare.

**10.4** District is responsible for maintaining the required certifications for access to District's local state, federal and/or other applicable systems.

**10.5** Equipment, System Software and Subcontractor Hardware and Software, and any other items or services provided under this Agreement and not manufactured by CentralSquare (collectively "Third Party Items") are warranted by the manufacturers or Vendors thereof, not by CentralSquare. CentralSquare shall pass through to District all warranties on Third Party Items which CentralSquare is permitted to pass through to District. If, during the warranty period for Third Party Items District determines that they do not perform as warranted, District shall contact CentralSquare using the procedures described in Addendum B, Software Support Addendum.

**10.6 EXCEPT AS SPECIFICALLY STATED IN THIS SECTION 10, LIMITED WARRANTIES, CENTRALSQUARE MAKES AND DISTRICT RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CENTRALSQUARE RESELLS AND PASSES THROUGH THIRD PARTY PRODUCTS ON AN "AS IS, WHEN AVAILABLE" BASIS. CENTRALSQUARE DOES NOT REPRESENT OR WARRANT THAT ANY CENTRALSQUARE PRODUCT OR THIRD PARTY ITEMS, INCLUDING HARDWARE, SOFTWARE OR SERVICES, WILL BE FREE FROM ERRORS OR DEFECTS.**

## **11.0 MAINTENANCE AND SOFTWARE SUPPORT**

**11.1** The CentralSquare Software Support shall begin upon the date of first Go Live for the CentralSquare Software and the initial term shall end twelve (12) months thereafter. Software Support is subject to and will be provided in accordance with Addendum B, Software Support Addendum.

**11.2** CentralSquare Subscription Services. Support terms for the CentralSquare Subscription Services, if applicable, are set forth in the Subscription Service License & Use Agreement provided at Addendum B, and shall govern the applicable subscription-based products.

**11.3** System Software. District is responsible for maintaining the System Software, including updates.

**11.4** Subcontractor Hardware and Software. The initial twelve (12) month maintenance and support period for those Vendors identified in Addendum A-6, Subcontractor Services, if applicable, will be provided to District by the respective Vendors as Subcontractors to CentralSquare. During this initial 12 months' time, District shall contact CentralSquare in accordance with the procedures in Addendum B, Software Support Addendum, to report any errors or defects detected with respect to such items. During this time; CentralSquare shall assist District in determining the nature of the problem, and will contact the appropriate Vendor for resolution; CentralSquare will use reasonable efforts to follow-up with the Vendor and maintain contact with both the Vendor and District to coordinate problem resolution. Support and maintenance will be provided in accordance with the respective Vendor's support and maintenance agreements, attached hereto at Addendum C, Subcontractor Warranty, Support and Maintenance Agreements. At the conclusion of such initial annual maintenance and support period, maintenance and support shall be subject to and provided in accordance with any maintenance agreements between District and the respective Vendors. CentralSquare shall not be a party to such maintenance and support agreements nor shall CentralSquare have any liability thereunder. Thereafter, provided that District continues to pay the



Subscription Fee for the Subscription Services when due, District may contact CentralSquare in accordance with Addendum B, Software Support Addendum, and CentralSquare shall provide Help Desk services to District with respect to the reported problem only to the extent relating to the CentralSquare Software or Subscription Services or determining if the problem is due to any third party or Vendor other than CentralSquare. If the problem is due to a third party or Vendor other than CentralSquare, District is responsible for contacting the Vendor or third party for any further support or maintenance services for the problem. CentralSquare has no obligations to provide maintenance or support for any non-CentralSquare Software except as specifically provided in this Subsection 11.4.

**11.5 Equipment.** Maintenance and support for all Equipment sold hereunder is not included under this Agreement. However, because proper computer Equipment maintenance is required for proper System operation, District agrees to acquire and keep in force computer and peripheral Equipment maintenance agreements for the Equipment used to operate the CentralSquare Software or to provide such maintenance in-house with qualified personnel. If District determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, District may, provided that the Software Support and Subscription Services with CentralSquare are currently in force, contact CentralSquare using the procedures described in Addendum B, Software Support Addendum. CentralSquare shall thereupon provide Help Desk services to District as provided in the applicable Addendum B, Software Support Addendum. Notwithstanding the above, CentralSquare is not and shall not be a party to such third party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.

**11.6** If, at any time after installation of the System, District desires to load on a Workstation or Server any software not provided by CentralSquare, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CentralSquare Documentation, and contact the CentralSquare Customer Service Department at the telephone numbers listed in Addendum B, Software Support Addendum for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by CentralSquare with respect to such software, including but not limited to its suitability, operability or capability to meet District's needs or expectations.** District agrees that if the loading of such third party software degrades the performance of the System, District shall immediately uninstall such software. District shall absolve, discharge and release CentralSquare from any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, Subcontractor Software, or any other item provided by CentralSquare under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

## **12.0 INTENTIONALLY OMITTED**

## **13.0 DEFAULT AND TERMINATION**

**13.1** CentralSquare may terminate this Agreement and the Subscription Services granted herein at any time if (i) District fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to CentralSquare, District cures such failure within fifteen (15) days after written notice of such failure by CentralSquare or (b) in other cases, District cures such failure(s) within sixty (60) days of such notice or in the case of failures which are curable, but not reasonably susceptible to cure within sixty (60) days, District commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) District's normal business operations are disrupted or discontinued for more than sixty (60) days by reason of insolvency, bankruptcy,

receivership or business termination. Such termination shall not affect CentralSquare's right to receive and retain the Subscription Fees, and other fees, charges and expenses earned hereunder.

13.1.1 In the event of termination in accordance with Subsection 13.1 above, CentralSquare's subcontractor's providing software licenses hereunder may also terminate such licenses granted to District with respect to this Agreement.

**13.2** The District may, by written notice to CentralSquare, terminate this Agreement in whole or in part at any time, whether for the District's convenience, for non-appropriation of funds, or because of the failure of CentralSquare to fulfill the obligations herein.

13.2.1 For Convenience. The District may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CentralSquare shall, as directed by the District, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on the District from such winding down and cessation of services.

13.2.2 For Non-appropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then the District will notify CentralSquare of such occurrence and the District may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, the District shall have no obligation to make payments with regard to the remainder of the term.

13.2.3 For Cause. Should CentralSquare (or a Sub-contractor) default in the performance of this Agreement or materially breach any of its provisions, the District may, at District's sole option, terminate or suspend this Agreement in whole or in part by providing written notice. Upon receipt of notice CentralSquare shall have a thirty (30) day cure period, or in the case of failures not reasonably susceptible to cure within thirty (30) days, CentralSquare commences action to cure and continues such action with due diligence until the failure is cured. If such failure or breach is not cured within the cure period, CentralSquare shall immediately discontinue all services affected (unless the notice directs otherwise) and notify the District as to the status of its performance. The date of termination shall be the date the notice is received by CentralSquare, unless the notice directs otherwise.

**13.3** Upon termination, District shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to CentralSquare in writing that District has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. District shall perform these same procedures for removal and destruction of System Software and Subcontractor Software, and the associated Documentation, and so notify CentralSquare.

**13.4** Upon termination, CentralSquare shall deliver to the District all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CentralSquare in performing this Agreement, whether completed or in process, except such items as the District may, by written permission, permit CentralSquare to retain. Notwithstanding any other payment provision of this Agreement, the District shall pay CentralSquare for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less

payments, if any, previously made. In no event shall CentralSquare be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CentralSquare shall furnish to the District such financial information as in the judgment of the District is necessary to determine the reasonable value of the services rendered by CentralSquare. In the event of a dispute as to the reasonable value of the services rendered by CentralSquare, the decision of the District shall be final. The foregoing is cumulative and shall not affect any right or remedy which either party may have in law or equity.

#### **14.0 LIABILITY**

CentralSquare agrees to the indemnification and insurance provisions as set forth in Addendum E, Indemnification and Insurance Requirements attached hereto and incorporated herein by reference.

#### **15.0 INSURANCE**

CentralSquare agrees to the indemnification and insurance provisions as set forth in Addendum E, Indemnification and Insurance Requirements attached hereto and incorporated herein by reference.

#### **16.0 COPYRIGHT & TRADE SECRET INFRINGEMENT**

**16.1** CentralSquare will at its expense defend against any claim, action or proceeding by a third party (“Action” herein) to the extent due to claimed infringement by the CentralSquare Software of copyright or trade secrets, provided that District immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for District the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as substantially all the functionality and performance described in the Specifications remains). District may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and District’s use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to District any unused portion of the Subscription Services fee(s) and/or maintenance fees paid by District under this Agreement, calculated by subtracting the amount of months actually used from the annual fee for the CentralSquare Software and the licenses granted in this Agreement shall terminate. CentralSquare will also refund the pro-rated portion of the license fees paid by dividing the 60 month term of the agreement into the license fees paid and refunding any remaining months of the 60 month term. In addition, in the event such Action results in a money judgment against District which does not arise, wholly or in part, from the actions or omissions of District, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 14.0, Liability, herein, indemnify District therefrom to the extent indemnification for such judgment is not provided under District’s insurance policies (unless District is self-insured in which case the preceding clause shall not apply).

**16.2** Notwithstanding the above, CentralSquare shall have no duty under this Section 16.0, Copyright & Trade Secret Infringement, with respect to, and District shall hold CentralSquare harmless from and against any claim, action or proceeding arising from or related to infringements (i) by System Software, Subcontractor Hardware or Software, or Equipment, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by or under the direction of CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or

Documentation prepared pursuant to specifications or other material furnished by or on behalf of District. This Section 16.0, Copyright & Trade Secret Infringement, states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

## **17.0 DISPUTE RESOLUTION**

**17.1** The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either CentralSquare's or the District's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may take appropriate legal action.

## **18.0 TAXES**

**18.1** Unless exempt from such taxes, District shall be solely responsible for payment or reimbursement to CentralSquare of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either District or CentralSquare. If exempt, District shall provide to CentralSquare written evidence of such exemption. District shall also pay any personal property taxes levied by government agencies based upon District's use or possession of the items acquired or licensed in this Agreement.

**18.2** CentralSquare shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. The District shall not be responsible for paying any taxes on CentralSquare's behalf, and should the District be required to do so by state, federal, or local taxing agencies, CentralSquare agrees to promptly reimburse the District for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **19.0 SEVERABILITY**

**19.1** If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

## **20.0 FORCE MAJEURE & EXCUSABLE DELAY**

**20.1** Force Majeure. Neither Party shall be liable for failure to perform its obligations under this Agreement to the extent such failure is caused by: (i) acts of God, acts of the common enemy, terrorist attack, war or military activity, insurrection or sabotage, the elements, earthquakes, floods, fires, explosions or other catastrophes, severe weather, accidents, epidemics or quarantine restrictions, acts of local or national government or public agencies, riots, labor disputes or shortages, lockouts (other than by such Party itself), (ii) any delays of other suppliers, where the cause of such delay affecting such other supplier would be considered Force Majeure hereunder if suffered directly by a Party, (iii) or other causes beyond the reasonable control of and without fault or negligence of such Party (the foregoing clauses (i) through

(iii) being "Force Majeure"). If a strike, industrial disturbance, or work stoppage affects the ability of a Party to fulfill its obligations hereunder, then such Party will exert its commercially reasonable efforts to fulfill its obligations through the use of management personnel, where practical, or any other reasonable means available to such Party. In the event of any such delay, the date for performance shall be deferred for a period at least equal to the time lost by reason of the delay. However, the foregoing relief for Force Majeure shall not limit the duty of the Party suffering such delay to use commercially reasonable efforts to avoid and mitigate the effects of such Force Majeure. Neither Party shall have any liability to the other Party for any failure to perform, or delay in performing any of its obligations under this Agreement as a result of any event of Force Majeure. If either Party, its subcontractors or suppliers is temporarily rendered unable by any event of Force Majeure, wholly or in part to perform any of its obligations hereunder or accept performance by the other Party, its sub-contractors or suppliers, the affected Party shall give notice with full particulars in writing of the Force Majeure to the other Party within twenty (20) business days after the occurrence thereof. The performance of obligations shall be resumed as soon as practicable after such Force Majeure has, in the opinion of both Parties, come to an end or ceased to exist.

**20.2** Neither Party shall by reason of such Force Majeure be entitled to terminate this Agreement nor shall either Party have any claim against the other in respect of such nonperformance or delay in performance; provided that if the performance in whole or part of any obligation under this Agreement is delayed by reason of any event of Force Majeure for a period exceeding three (3) months, the Parties shall meet and review in good faith the desirability and conditions of terminating this Agreement, provided that no damages nor liability shall arise as a result of such termination.

**20.3** In the event that a delay under this Agreement is due to: (i) an event of Force Majeure as defined herein; or (ii) any act, omission, or delay of by either Party with respect to its performance obligations under this Agreement; or (iii) any contractor and/or sub-contractor of a Party (collectively for (i) through (iii), "Excusable Delay"), then the other Party's period of performance, including schedules and deadlines related thereto, shall be extended for a period of time to be agreed between the Parties, provided that such extension shall not be less than the period of Excusable Delay. The nondelaying Party shall not incur any liability or penalty with respect to such Excusable Delay.

**20.4** If District or its third-party providers, suppliers and/or contractors fail to deliver and perform in accordance with the requirements under this Agreement, CentralSquare shall be entitled to a day for day schedule slide and such slippage shall be deemed an Excusable Delay as specified in the Agreement.

## **21.0 CONSTRUCTION AND HEADINGS**

**21.1** The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

## **22.0 WAIVER**

**22.1** The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision.

**22.2** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not

constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

**23.0 ENTIRE AGREEMENT**

**23.1** This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

**24.0 APPLICABLE LAW AND JURISDICTION**

**24.1** Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California without regard to its conflict of laws provisions. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest Santa Barbara County, if in federal court.

**25.0 ASSIGNMENT**

**25.1** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of one Party's assets, that Party may assign this Agreement to an entity ready, willing and able to perform its executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee. However, District may not assign this Agreement to a direct competitor of CentralSquare.

**26.0 NOTICES**

**26.1** All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To District:  
Santa Barbara County Fire Protection District  
4410 Cathedral Oaks Road  
Santa Barbara, CA 93110  
Attention: Fire Chief  
Fax: (805) 681-5563

To CentralSquare:  
CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746  
Attn: Legal/Contracts

**27.0 ORDER OF PRECEDENCE**

**27.1** The following documents shall comprise the Agreement between the Parties concerning the subject matter of this Agreement, and in the event of any dispute arising from or related to this Agreement, shall have the following order of precedence:

A. This Agreement and all Addenda and other documents attached to or incorporated by reference herein. In the event of a conflict between this Agreement and an Addendum, this body of this Agreement shall take precedence;

B. The applicable Specifications.

### **28.0 DESIGNATED REPRESENTATIVE**

William Lupo (IT Manager) at phone number (805) 681-5453 is the representative of District and will administer this Agreement for and on behalf of District. Jennifer White at phone number (760) 214-6134 is the authorized representative for CentralSquare. Changes in designated representatives shall be made only after advance written notice to the other party.

### **29.0 INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CentralSquare (including any and all of its officers, agents, and employees), shall perform all of its Services under this Agreement as an independent contractor as to the District and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the District. Furthermore, the District shall have no right to control, supervise, or direct the manner or method by which CentralSquare shall perform its work and function. However, the District shall retain the right to administer this Agreement so as to verify that CentralSquare is performing its obligations in accordance with the terms and conditions hereof. CentralSquare understands and acknowledges that it shall not be entitled to any of the benefits of a District employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CentralSquare shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CentralSquare shall be solely responsible and save the District harmless from all matters relating to payment of CentralSquare's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CentralSquare may be providing services to others unrelated to the District or to this Agreement.

### **30.0 STANDARD OF PERFORMANCE**

CentralSquare represents that it has the skills, expertise, and licenses/permits necessary to perform the Services required under this Agreement. Accordingly, CentralSquare shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CentralSquare is engaged. All products of whatsoever nature, which CentralSquare delivers to the District pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CentralSquare's profession. CentralSquare shall correct or revise any errors or omissions, at the District's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CentralSquare without additional compensation.

### **31.0 DEBARMENT AND SUSPENSION**

CentralSquare certifies to the District that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CentralSquare certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

**32.0 CONFLICT OF INTEREST**

CentralSquare covenants that CentralSquare presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. CentralSquare further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CentralSquare. CentralSquare must promptly disclose to the District, in writing, any potential conflict of interest. The District retains the right to waive a conflict of interest disclosed by CentralSquare if the District determines it to be immaterial, and such waiver is only effective if provided by the District to CentralSquare in writing.

**33.0 NO PUBLICITY OR ENDORSEMENT**

CentralSquare shall not use the District's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CentralSquare shall not use the District's name or logo in any manner that would give the appearance that the District is endorsing CentralSquare. CentralSquare shall not in any way contract on behalf of or in the name of the District. CentralSquare shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the District or its projects, without obtaining the prior written approval of the District.

**34.0 COUNTY PROPERTY AND INFORMATION**

All of the District's property, documents, and information provided for CentralSquare's use in connection with the Services shall remain the District's property, and CentralSquare shall return any such items whenever requested by the District and whenever required according to the Termination section of this Agreement. CentralSquare may use such items only in connection with providing the Services. CentralSquare shall not disseminate any District property, documents, or information without the District's prior written consent.

**35.0 RECORDS, AUDIT AND REVIEW**

CentralSquare shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CentralSquare's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. District shall have the right to audit and review all such documents and records at any time during CentralSquare's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CentralSquare shall be subject to the examination and audit of the California State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CentralSquare shall participate in any audits and reviews, whether by the District or the State, at no charge to the District.

If federal, state or District audit exceptions are made relating to this Agreement, CentralSquare shall reimburse all costs incurred by federal, state, and/or District governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from the District, CentralSquare shall reimburse the amount of the audit exceptions and any other related costs directly to the District as specified by the District in the notification.



**36.0 NONDISCRIMINATION**

District hereby notifies CentralSquare that Santa Barbara County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CentralSquare agrees to comply with said ordinance.

**37.0 NONEXCLUSIVE AGREEMENT**

CentralSquare understands that this is not an exclusive Agreement and that the District shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CentralSquare as the District desires.

**38.0 REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to the District is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**39.0 SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**40.0 BUSINESS ASSOCIATE**

The parties agree to the terms and conditions set forth in Addendum F - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

**41.0 SUSPENSION FOR CONVENIENCE**

District's designated representative may, without cause, order CentralSquare in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to fourteen (14) days, no more than once per year. The District shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**42.0 GENERAL TERMS**

**42.1** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided in Section 25.0 Assignment of this Agreement.

**42.2** This Agreement shall not become a binding contract until signed by an authorized officer of each Party, and it is effective as of the date signed by District.

**42.3** This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

**42.4** The provisions contained herein shall not be construed in favor of or against either Party because that Party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared

this Agreement.

**42.5** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

**42.6** A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

**42.7** This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party. Any waiver, amendment, or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

**42.8 EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.**

Phase 2 System Purchase Agreement between the Santa Barbara County Fire Protection District and CentralSquare.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by District.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT:**

Das Williams

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Directors

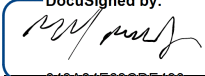
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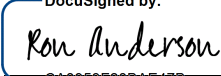
**RECOMMENDED FOR APPROVAL:**

Mark Hartwig, Chief/Fire Warden  
Santa Barbara County Fire Protection District

**CONTRACTOR:**

CentralSquare Technologies, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
643A84E63CDE490...  
Department Head

DocuSigned by:  
  
By: \_\_\_\_\_  
CA8953F285AE47B...  
Authorized Representative

Name: Ron Anderson

Title: Chief sales officer

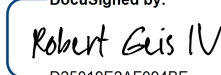
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
  
By: \_\_\_\_\_  
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Deputy County Counsel

DocuSigned by:  
  
By: \_\_\_\_\_  
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Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

DocuSigned by:  
  
By: \_\_\_\_\_  
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Risk Manager

## ADDENDA

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<u>Addendum No.</u>	<u>Description</u>	
(a)	Addendum A-1	Statement of Work
(b)	Addendum A-2	Number of CentralSquare Software Licenses, and Designated Location
(c)	Addendum A-3	Subscription Service License & Use Agreement
(d)	Addendum A-4	Equipment
(e)	Addendum A-5	System Software
(f)	Addendum A-6	Subcontractor Services
(g)	Addendum A-7	Support Fees
(h)	Addendum A-8	Pricing Assumptions
(i)	Addendum A-9	Enterprise System Planning Guide
(j)	Addendum B	Software Support Addendum
(k)	Addendum C	Subcontractor Warranty, Support and Maintenance Agreements, if applicable
(l)	Addendum D	Subcontractor License Agreements, if applicable
(m)	Addendum E	Indemnification and Insurance Requirements
(n)	Addendum F	HIPPA Business Associate Agreement (BAA)
(o)	Addendum G	Consent to Assignment of Software Licenses

**ADDENDUM A-1**

**STATEMENT OF WORK**

**(Attached)**

## STATEMENT OF WORK

# **Santa Barbara County Fire Protection District**

# **CAD Enterprise, Mobile Enterprise – Phase 2**

Version 11

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# 1 OVERVIEW

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## 1.1 Statement of Work

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This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Phase 2 System Purchase Agreement (the "Purchase Agreement") between CentralSquare Software Systems, LLC (CentralSquare ) and Santa Barbara County Fire Protection District ("District").

This project will be conducted in two phases -

- Phase 1 is limited to the creation of the District's test and training System in a hosted cloud environment. This System allows the District to configure their system, conduct testing, conduct end-user training, and otherwise prepare their System for Phase 2.
- Phase 2 is the installation and configuration of the District's complete Computer Aided Dispatch System on-premise at the District's new dispatch facility when it is completed. Configuration work completed in Phase 1 will be moved to the on-premise Equipment fully configured to conduct Live Operations. There will be a limited FAT and SIT of the completed on-premise System to insure the System is ready for Live Operations. Upon completion of Phase 2, the hosted environment will be decommissioned.

The pricing and Services for Phase 2 assumes the project duration for Phase 2 will not exceed a period of twelve (12) months from its commencement.. If work related to Phase 2 exceeds the expected duration due to District delays, additional services must be purchased.

This project description includes the Services and Deliverables specified by the Purchase Agreement, including if applicable, CentralSquare Services, Subcontractor activities, Third-party products and services for the implementation of the System and Subsystems specified in the Purchase Agreement (collectively the "Project").

The number and type of Software licenses, products, or Services provided by CentralSquare or its Subcontractors are specifically listed in the Purchase Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) does not imply or convey a Software, license, or Service that is not explicitly listed in the Purchase Agreement.

## 1.2 Project Implementation Definitions

---

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Purchase Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- CentralSquareProject Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.

### 1.2.1 District System Integration Testing

CentralSquare 's Standard System Integration Testing is designed to test the system under a standard set of parameters and typical scenarios.

It is recommended that the District build out their own set of system integration tests based on their operational business processes. Industry best practices have found that testing the individual applications that will Go Live together reduces the amount of risk and unexpected ad-hoc configuration changes post Go Live.

The core District project team should assemble a small group of end users from each respective discipline (dispatchers and field users) to conduct the District System Integration Testing. The District should build their test scenarios around typical day to day call and incident processing workflows, as well as scenarios that may be more atypical, such as large scale, mass casualty, or active shooter type incidents. Using data from the legacy system provides an excellent opportunity to test the new system under similar circumstances.

The District will be responsible for coordination and execution of the District System Integration Testing. CentralSquare project staff will be available to support the testing remotely on an as-needed basis. Critical issues identified during the District System Integration Testing should be immediately reported and escalated as outlined elsewhere in this SOW.

### **1.3 General District Responsibilities**

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In addition to those District responsibilities stated elsewhere in this SOW, the District is responsible for:

- a)** Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.
- b)** Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.
- c)** Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed System including the establishment and maintenance of security accounts.
- d)** Work with CentralSquare's sub-contractor regarding configuration and/or programming of network routers, switches and bridges – this includes providing information to CentralSquare staff on any firewalls within the overall network that the System will operate and necessary port access for the System to operate in accordance with CentralSquare Documentation.
- e)** Assisting the CentralSquare Sub-Contractor with the assignment of machine names and IP addresses for Servers to be utilized by the System. This includes joining the Servers to the network and the assignment of security accounts as specified by CentralSquare Documentation.
- f)** Any hardware and third-party software or services necessary for implementing the System that is not listed in the Purchase Agreement as a CentralSquare Deliverable (not listed as a line item in the Price and Payment section of the Purchase Agreement). This includes workstations, server hardware not included with managed server solutions, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.

- g)** Configuration, maintenance, testing, and supporting the Third-Party Systems that the District operates and which will be interfaced with as a part of this project. This project includes the contracted Interfaces listed in SOW Appendix C - Standard CentralSquare Interfaces and SOW Appendix D - Custom CentralSquare Interfaces. The District is responsible for maintaining and supporting these systems in good working order. The District is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by CentralSquare Interface IRD and approved OSDs. The District is also responsible for any cost associated with the development, or configuration of the Third-Party System Vendor side of the Interfaces.
- h)** Consoles, furniture or fixtures as well as any modifications to install Equipment used for Systems or Subsystems specified by the Purchase Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the District.
- i)** Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, DOLF, Acceptance Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.
- j)** The provision of Code Files and GIS data as requested by CentralSquare staff. This information must be provided on a timely basis in order to meet the Project Schedule. This information will be provided in a format requested by CentralSquare staff in accordance with CentralSquare Documentation.
- k)** The timely review and approval of Functional Acceptance Testing (FAT) documents, OSDs, IRDs, Task Completion Reports (TCR) and/or other Project Documentation as further defined in this SOW if applicable.
- l)** Provide a facility with the required computer and audio-visual equipment for training in applicable.
- m)** Timely completion of Acceptance testing for each of the CentralSquare Subsystems if applicable.
- n)** CentralSquare pricing for this Project assumes that all District supplied products and Services required to support the Project will be delivered according to this Statement of Work, based upon a mutually agreed upon Project Schedule. This timeline will require a commitment by District staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the District find that it is unable to support the agreed to schedule, CentralSquare reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the Project and, if applicable, allow CentralSquare to recoup any additional costs which may be incurred by CentralSquare as a result of District delays.
- o)** The District is responsible for the creation and ongoing maintenance of SSL certificates required for the operation of the Software of on-Premise hardware that is not included with managed server solutions. This includes the tracking of expiry dates and the timely renewal of certificates.

## **1.4 Project Exclusions**

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- a)** CentralSquare provides Software applications that it develops. These applications are sold as is and are considered to be "Commercial Off the Shelf" (COTS) software packages. The

functionality of these products will be based on CentralSquare 's current design and functionality of these COTS products, unless otherwise indicated in the Purchase Agreement.

- b)** Work, Software, Services, hardware, Systems, Subsystems, product/software modifications, or any other Deliverables not explicitly stated in the Purchase Agreement will not be included in the Project.
- c)** Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Purchase Agreement are excluded from the scope of this Project.
- d)** Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- e)** CentralSquare is not responsible for the deficiencies in the District's internal or contracted network to support remote CAD Enterprise, or other subsystem workstations.
- f)** CentralSquare is not responsible for the deficiencies in a District's internal or contracted network to support some of the extended features of Mobile Enterprise products due to bandwidth or limitations in wireless coverage.
- g)** CentralSquare is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Purchase Agreement and this SOW.
- h)** This project does not include creation or modification of GIS data by CentralSquare staff.

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## 2 PROJECT DELIVERABLES

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### 2.1 Overview of Project Deliverables

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This project will provide a combination of Software and Services that comprise the System for use by the District. The individual Subsystems to be provided comprise the overall System. The Purchase Agreement specifies the Software licenses included in this Project by the quantity and environment in which licensed. This includes all Subscriptions and relevant service fees.

The Purchase Agreement for phase two of this project incorporates the following major Subsystems:

- a) CentralSquare on premise CAD Enterprise (Production, Test, Training)
  - o CAD Enterprise Browser
  - o CAD Enterprise Archive and Reporting Server
  - o CAD Enterprise Routing Server
  - o CAD 911 Simulator
  - o CAD Enterprise GISLink
  - o Mobile Enterprise (Production, Test, Training)
- b) Field Ops Companion
- c) Disaster Recovery system as described in section 2.1.1.4 of this SOW.
- d) System Interfaces as listed in the Appendices to this SOW

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CentralSquare has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of Services and Subscription and or licenses is the Purchase Agreement. Any reference within this document to Services associated with a specific Software product does not imply or convey a Software license for products that are not listed in the Purchase Agreement.

#### 2.1.1.1 Standard CentralSquare Deliverables

The functionality provided by Standard CentralSquare Products, including Interfaces (the core CentralSquare and Interfaces without any Modifications) is defined by CentralSquare Standard documentation such as User and Administration Guides for CentralSquare 's major Subsystems such as CAD Enterprise, Mobile Enterprise, CAD Enterprise Browser, IQ Search, CAD Enterprise GISLink and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published CentralSquare documents, and are not specific to the District.

Standard CentralSquare Interface Software to be delivered through this Project is identified as Software licenses in the Purchase Agreement. The functionality provided by specified Standard CentralSquare Interface Software is defined by CentralSquare IRDs or other documents.

Any Modification to the functionality of Standard CentralSquare within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management

Process. The scope of the Modification will be described in an OSD. Release of all Modifications to CentralSquare 's Standard Interfaces will follow Subsystem release cycles (i.e., CAD Enterprise, and the like).

### **2.1.1.2 Contracted Modifications to Standard CentralSquare Products**

Any Modifications to Standard CentralSquare Products including CAD Enterprise, Mobile Enterprise, IQ Search, CAD Enterprise GISLink, and Standard System Interfaces that are to be delivered through this Project are listed in the Purchase Agreement. The functional scope of any Modification procured through the Purchase Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under SOW Appendix B - Contracted Modifications to Standard CentralSquare Products for CAD Enterprise, Mobile Enterprise, and other major CentralSquare Subsystems; and under SOW Appendix C - Standard CentralSquare Interfaces, for Modifications to Standard Interfaces. Any and all Modifications or enhancements that are not explicitly listed in the Purchase Agreement are not within the scope of this Project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

**Note:** All enhancements and modifications to any of CentralSquare 's Standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., CAD Enterprise, Mobile Enterprise, and the like) based upon the relevance and dependency to these products.

**Note:** Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a **service pack or patch** is a piece of **software** designed to fix problems with, or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

### **2.1.1.3 Contracted Custom Interface Software**

Custom Interfaces to be created by CentralSquare are identified as individual software licenses in the Purchase Agreement. A high-level description of the intended functionality and scope is attached as part of Appendix D - Custom CentralSquare Interfaces to this SOW. The detailed functional scope of any custom Interface procured through the Purchase Agreement will be defined by an OSD or other documents, which will be developed and delivered to the District during the project.

Any changes in the requirements documented in the System OSDs or other documents, post approval of the OSDs or other documents are subject to formal Change Order.

### **2.1.1.4 Disaster Recovery Environments**

The Disaster Recovery environment(s) for this Project is designed to address the failure of components of the Server infrastructure; a failure of the primary database Server at the primary server location; or a failure of the majority of the Server infrastructure at the primary Server location.

In the event where there is a significant failure of the primary Server infrastructure, the Disaster Recovery environment allows staff to connect to a Disaster Backup System located at a remote location in order to continue operations. This scenario is particularly applicable in situations that involve power and/or network outages, facility failure, and lack of access to the primary Server environment. CentralSquare will provide Disaster Recovery Documentation (Failover Document

## CentralSquare Project Roles and Responsibility

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and Switch-Over to the Disaster Recovery Server) that describes the technology that supports on-going operation of System(s) in this situation. This is also managed through CentralSquare approved Disaster Recovery Software.

Failover to the Disaster Recovery System in each of above scenarios involves a number of manual and automated steps to activate CentralSquare files and configurations applicable for the Disaster Recovery System. CentralSquare will provide the necessary pre-staged files and the procedure specific to such files. Similar steps will be followed for a failback process. The District must ensure that trained personnel are available for failover/failback and that applicable Documentation is carefully followed. Additional Information is available in the System Planning Document and the CentralSquare operational manuals for Disaster Recovery Systems.

**Note:** The Synchronization between Primary and the Disaster Recovery Server requires a CentralSquare approved third-party Disaster Recovery Software. If the license for this synchronization software is not explicitly listed in the Purchase Agreement (purchased through CentralSquare ) the District is responsible for procurement of the required licenses for this software.

Refer to Appendix C - Standard CentralSquare Interfaces and Appendix D - Custom CentralSquare Interfaces for the list of DR Interfaces that are included in this project

## 3 CENTRAL SQUARE PROJECT ROLES AND RESPONSIBILITY

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### 3.1 Overview

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CentralSquare will appoint a team of specialized personnel that will implement the Project under the direction of CentralSquare 's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by CentralSquare will be discussed with and agreed upon by the District in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the CentralSquare Project Manager in order to complete the requirements of the Project.

### 3.2 CentralSquare Project Manager

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CentralSquare has appointed a CentralSquare Project Manager as the principal CentralSquare contact who will be responsible for managing CentralSquare 's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement. The Project Manager is also responsible for managing the Deliverables for CentralSquare 's Subcontractors.

## CentralSquare Project Roles and Responsibility

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Each of CentralSquare's Subcontractors may appoint a Project Manager to manage their portion of the Project Deliverables and activities. However, the CentralSquare Project Manager will have the overall responsibility for coordinating all activities and supervising the progress of each sub-Project. The CentralSquare Project Manager will manage all communications between the District and each of CentralSquare's Subcontractors. CentralSquare's Project Manager is responsible for Project scheduling and management of CentralSquare Project personnel and Subcontractor/supplier resources.

The Project Manager uses a standardized methodology for project implementation, project management, and risk identification and management. CentralSquare's Project Manager is responsible for Project scheduling and management of CentralSquare Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the District's Project team. The CentralSquare Project Manager will be responsible for the collaborative coordination of District resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, DOLF, and Go Live. The Project Manager will organize a bi-weekly Project status call with the District and necessary Project team members. Additionally, the Project Manager will provide the District with a written Project status report on a monthly basis, as further defined in this SOW.

### 3.3 CAD Enterprise Business Analyst

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The CAD Enterprise Business Analyst is responsible for the configuration of the CAD based on the District's system requirements, business rules, configuration data, and reporting needs. The Business Analyst will provide consultation services to the District with regard to the configuration and operation of CAD. The CAD Enterprise Business Analyst is also responsible for conducting the CAD System Orientation, Demonstration of Licensed Functionality (DOLF), assisting with Pre-Go Live Acceptance Testing and providing consulting support throughout the Project implementation life cycle.

After the completion of the DOLF session, ownership for continued Code File configuration and maintenance transfers to the District. At this stage, the Business Analyst will serve as a consultant for the District's further configuration of the District's CAD system until the District's System is in Live Operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

### 3.4 Mobile Enterprise Business Analyst

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The Mobile Enterprise Business Analyst is responsible for the configuration of the Mobile Enterprise based on the District's System requirements and the dispatch and field users' operations. The Business Analyst will provide consultation services to the District with regard to the configuration and operation of Mobile Enterprise. The Mobile Enterprise Business Analyst is also responsible for conducting the Mobile Enterprise System Orientation, assisting with Pre-Go Live Acceptance Testing, delivery of Train the Trainer and Mobile Enterprise Administration Class, as well as providing consulting support throughout the Project implementation life cycle.



## CentralSquare Project Roles and Responsibility

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### 3.5 GIS Analyst

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As part of the implementation team, CentralSquare utilizes a GIS Analyst that specializes in geographical Information technology. The GIS Analyst is responsible for 1) performing an analysis regarding the District's GIS source data; 2) consultation services regarding converting the GIS source data for use in CAD Enterprise and Mobile Enterprise.; 3) providing training for applicable CentralSquare GIS tools as included in the Purchase Agreement; 4) preparing the one-time GIS data configuration for the CentralSquare Public Safety Suite – Enterprise.

### 3.6 District Installation Services Team

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CentralSquare's District Installation Services (CIS) team is responsible for installation and integration of CentralSquare onto the system hardware that is identified for this Project. This team works closely with the District's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

### 3.7 Customer Services Group

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District service functions and technical support for the District's System during the Project is coordinated by the CentralSquare Project Manager. After Go Live, CentralSquare's Customer Services Group is responsible for providing on-going support for the District's System as defined in the Purchase Agreement and the Software Support Agreement.

### 3.8 Account Manager

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The Account Manager is an important resource to the District throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, System changes and billing questions. They provide support for general District service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the District as they continue their relationship with CentralSquare .

## **4 RECOMMENDED DISTRICT ROLES AND RESPONSIBILITIES**

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### **4.1 Overview**

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Implementation of the Subsystems in a manner that meets the District's operational needs requires collaboration with the District's team. In general, the District's Project team should include staff experienced in the operation and administration of the District's current public safety technology systems as applicable to the scope of this Project. Such teams may include representatives from the CAD Enterprise and Mobile Enterprise users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until Live Operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The District may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The District needs to periodically assess its staffing needs based on changes in the District's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the District, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the District's System to include the technical and business processes. The application Administrators (CAD Enterprise and Mobile Enterprise), as well as the System Administrator, are very key to the success of the Project. It is paramount that the District develops this team during the implementation process so that the District successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

### **4.2 Project Manager**

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The District's Project Manager is the principal District contact who will manage a team of District Project personnel. The District's Project Manager manages and coordinates District's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project documentation and FAT, and management of the District's staff. Additionally the District's Project Manager is responsible for coordinating the efforts, activities, and communications between CentralSquare and third-party vendors that are not CentralSquare Subcontractors, as well as any deliverables from these vendors to the Project.

### **4.3 System Administrator**

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The District's System Administrator is the individual/s primarily responsible for managing the technical back-end of the System components that are not part of the hosted solution included with this project. This individual is the primary technical point of contact representing the District IT.

## Recommended District Roles and Responsibilities

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Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the District's administrative LAN/WAN<sup>1</sup>, coordination will be important to avoid problems with the District's network traffic.

### 4.4 CAD Enterprise Administrator

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The District's CAD Enterprise Administrator is the individual primarily responsible for managing the CAD Enterprise application Software settings to ensure efficient operation. This individual is the primary CAD configuration point of contact representing the District.

Activities include CentralSquare setup, assignment, and management of CentralSquare modular security, maintenance of the Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate CAD administration staff may be required to manage the components used by each operation - under the direction of an overall System-Wide CAD Administrator. Any personnel involved in CAD administration should participate in the DOLF session so they are prepared to maintain the CAD Code Files post DOLF. The CAD Administrator should additionally attend CAD Enterprise User Training.

### 4.5 Mobile Enterprise Administrator

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The District Mobile Enterprise Administrator must possess a set of skills necessary to support the District's implementation of the Mobile System. The Mobile Enterprise Administrator will be responsible setting up and maintaining the Users, and vehicles as well as minor configuration changes to the Mobile Enterprise product. The desired administrator should possess a working knowledge of:

- e) HTML/XML, CSS, and JavaScript.
- f) SQL, especially views, stored procedures, and database schema.
- g) Standard GPS protocol (TAIP and NMEA).
- h) The Mobile Enterprise Administrator should attend the Mobile Enterprise Train-the-Trainer course and the Mobile Enterprise Administration course.
- i) This individual should work closely with the System Administrator in order to manage file and data back-ups and System administration of the hardware and network.

### 4.6 GIS Analyst

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The GIS Analyst is responsible for the mapping components required for CAD Enterprise, Mobile Enterprise. Activities include providing the initial GIS files to CentralSquare for analysis. The GIS Analyst will be responsible for updating the CAD Enterprise and Mobile Enterprise Streets data using GIS Link.

During scheduled activities, the District should have a fully dedicated person or persons. Post implementation workload is based upon the number and type of GIS data edits that will be necessary for the local operations. This person (or group of people) should attend GISLink training and Crime Analytics Dashboard Training.

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<sup>1</sup> CentralSquare recommends a dedicated LAN for CAD as documented in the System Planning Document.

## Recommended District Roles and Responsibilities

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### 4.7 CAD Enterprise Supervisors

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Input from the Users/Supervisors is important to ensure that the configuration settings approved by the District's team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, the District should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

### 4.8 Subject Matter Experts

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Input from subject matter experts in all applicable areas (CAD Enterprise, Mobile Enterprise, and each of the Interfaces and external Systems that integrate with CentralSquare Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the System, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the District Agency, and third-party Vendors. If the Vendors are not CentralSquare Subcontractors, the District will be responsible for engaging them in necessary discussions and documentation of the requirements.

The District should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

### 4.9 Application Trainers (Optional)

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A team of trainers is needed for training the District staff on CentralSquare on an on-going basis. Trainers will be responsible for reading CentralSquare release notes and maintaining an understanding of new and existing features.

The District should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

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## 5 PROJECT CONTROLLING PROCESSES

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### 5.1 Overview

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Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for District communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report ("TCR") to the District. The TCR serves as a formal tool for the purpose of verifying with the District that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the District by CentralSquare's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the District will receive an invoice from CentralSquare's Accounting Department which must be paid based on the terms and conditions of the Purchase Agreement.

## Project Controlling Processes

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As the Prime Contractor, CentralSquare is responsible for processing TCRs for all Subcontractor activities, under the Purchase Agreement.

The TCR will include the following information:

- a) Description of work performed and products delivered.
- b) Comments noting any special circumstances.
- c) Product/Service deliverables listing the Purchase Agreement line items that are being recognized as delivered and will be invoiced.
- d) Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

### 5.1.1 CentralSquare Responsibilities

- a) CentralSquare will prepare and submit TCRs for District's signature upon completion of the applicable task.
- b) The TCR will cite the appropriate SOW reference.
- c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

### 5.1.2 District Responsibilities

- a) District will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that District disagrees with a TCR, District shall submit to CentralSquare a written explanation detailing why the District believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the District shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

## 5.2 Change Management Process

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Either party can request changes to the scope of the project at any time. Since a change may affect the price, project Deliverables, this SOW, the supporting Project Schedule, and/or the terms of the Purchase Agreement for this SOW, both Parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and District's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the District or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the Project, including the price, Project Deliverables, this SOW, the supporting Project Schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the CentralSquare 's internal approval process before they can be presented to the District for review and approval. Once the Change Order is generated, the District Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for CentralSquare to properly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to the District Project Manager prior to CentralSquare 's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if the District has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the District not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan Modifications for post Go Live delivery.

### **5.2.1 CentralSquare Responsibilities**

- a) Change Orders will be prepared for submission to the District when required.
- b) Where Project changes require engineering-level Modifications, CentralSquare will perform requirements capture necessary to prepare required Documentation including a high level description of the change for District review and approval.
- c) Where Project changes require engineering-level modifications, District will be informed of the delivery mechanism (version and schedule).

### **5.2.2 District Responsibilities**

- a) When applicable, the District will identify the services or Deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.
- b) When applicable, the District will identify changes to features or functionality related to CAD, Mobile, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c) District will approve and process Change Orders in a timely manner.

## **5.3 Project Reporting**

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CentralSquare will provide Monthly Status Reports advising the District Project Manager and key District Project Stakeholders of the progress and status of Project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare 's Subcontractors' Deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.

**e) Key Action Items.**

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update the District on the status of the Project and key action items and Deliverables.

During the course of the Project, one or more Project journals will be created to document Project issues and action items. These journals are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project journals are reviewed with the District during bi-weekly Project status calls and on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated journals.

CentralSquare will provide an updated Project Schedule advising the District Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the District team, and the District may add such tasks, owners, and durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

- a) Major Tasks.**
- b) Task Responsibility.**
- c) Task Duration.**
- d) Major Milestones.**
- e) Tasks Completed.**
- f) Tasks in Progress.**

**5.3.1 CentralSquare Responsibilities**

- a) Provide a written report of Project status once a month.**
- b) Track issues and action items to closure through product-specific journals. The District will be periodically provided with updated copies of the journal.**
- c) Conduct status meetings/conference calls every two weeks.**
- d) Maintain an up-to-date Project Schedule.**

**5.3.2 District Responsibilities**

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the Documentation is correct.**
- b) Participate in Project status meetings.**
- c) Ensure participation of personnel in tasks and meetings.**

**5.4 Document Review**

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In the course of the Project, CentralSquare may deliver several documents to the District for review. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in electronic (soft copy). If District desires printed (hard copy) Documentation, it is their responsibility to print and bind the desire copies. The CentralSquare Project Manager will retain a copy and provide District with a copy.



## Project Controlling Processes

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Should the District find any document unacceptable, the District must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the District is responsible for the review of such documents and providing any comments to CentralSquare within Ten (10) business days.

### **5.4.1.1 Documents Subject to District Approval**

- a) Change Orders
- b) Application Configuration Sheet
- c) Task Completion Reports

### **5.4.1.2 Documents Subject to District Review not Requiring Approval**

- a) Project Schedule which is mutually agreed upon between the District and CentralSquare.
  
- b) Project Status Reports

### **5.4.2 CentralSquare Responsibilities**

- a) Distribute the documents to the District.
- b) Coordinate the process to consolidate comments and edit documents.
- c) Manage the signoff process for applicable documents and the distribution of originals to the District and CentralSquare for filing.

### **5.4.3 District Responsibilities**

- a) Review the documents presented and provide the appropriate information back to CentralSquare within Ten (10) business days for configuration sheets, Change Orders and/or Sales Orders.
- b) Review the documents presented and provide the appropriate information back to CentralSquare within ten (10) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

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## 6 PROJECT INITIATION AND PLANNING

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### 6.1 Overview

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Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the District and CentralSquare during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

**Note:** The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the District and CentralSquare .

#### 6.1.1 CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in Initiation phase activities.
- b) Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)
- c) Review and finalize the SOW with the District.
- d) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- e) In collaboration with the District, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- f) Baseline the Project Schedule.
- g) Prepare and submit the TCRs for District acceptance of the Project Management Plan as defined above.
- h) Develop and submit invoice for payment due at execution of the Purchase Agreement.

##### 6.1.1.1 District Responsibilities

- a) Assign a Project Manager for the Project to participate in Initiation phase activities.
- b) Identify and engage the District's Project team.
- c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.

## Project Initiation and Planning

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- d) Review and comment on CentralSquare provided documentation to support Initiation activities.
- e) Finalize and approve the SOW with CentralSquare .
- f) Approve the TCRs for the Project Management Plan within 5 business days.

### 6.1.2 Project Kick Off

During the planning phase, the CentralSquare Project Manager will hold a Kick-Off meeting with the District's Project team. During the Kick-Off meeting, the CentralSquare Project Manager will provide an overview of the following:

- a) The CentralSquare Execution Process.
- b) A high level description of Project Deliverables.
- c) Roles and responsibilities for the Project team members.
- d) A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- e) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- f) Review any project related questions from the District's team.

Note that separate kick-offs may be conducted before initiating the activities for each of the Subcontractors. These follow up kick-off meetings may be conducted over the phone and involve a small group of individuals who will be involved in the implementation of that specific system.

#### 6.1.2.1 CentralSquare Responsibilities

- a) Prepare the agenda and set a date for the Kick-Off that is convenient to the District and CentralSquare Team.
- b) Distribute any documents that the District should review in advance of the Kick-Off meeting.
- c) Conduct the Kick-Off meeting.

#### 6.1.2.2 District Responsibilities

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kick-Off meeting.
- b) Schedule the appropriate personnel from the District's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

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## 7 PROJECT EXECUTION

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### 7.1 Overview

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Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Project Deliverables; 2) Configuration, Installation and testing of Software Deliverables, and 3) Delivery of Project related Services. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

### 7.2 Phase Two – On Premise System

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#### 7.2.1 System Installation (CAD Enterprise, Mobile Enterprise, and Interfaces)

System installation is one of the early processes in the Project implementation phase, and has a significant impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

##### 7.2.1.1 Review Hardware Specifications

CentralSquare and District will review the specifications to ensure that the correct hardware and third-party software components are procured and installed. CentralSquare will be responsible for procurement of the hardware and Third-party software that is explicitly listed under the Purchase Agreement as CentralSquare Deliverables and Deliverables of CentralSquare's Sub-contractors.

###### 7.2.1.1.1 CentralSquare Responsibilities

- a) Provide hardware and Third-party specifications to District.

###### 7.2.1.1.2 District Responsibilities

- a) Review and validate hardware and Third-party specifications. This includes workstation specifications, network specifications and peripheral specifications.

##### 7.2.1.2 Hardware and Equipment Procurement Process

CentralSquare will procure hardware, Third-party software, and equipment that is identified as CentralSquare Deliverables in the Purchase Agreement.

CentralSquare and CentralSquare's sub-contractor will perform the tasks as outlined in AppendixE, Section 13.4 – Scope of Services.

##### 7.2.1.3 Hardware Staging and Preparation for Installation

CentralSquare's Sub-contractor will be performing basic Server integration for all Servers. Basic Server integration includes placing the Servers in the racks, joining them to the existing domain, with the Domain Controller in place, running the CentralSquare pre-requisite software on CAD Enterprise and Mobile Enterprise servers.

In order to begin configuration, the District is responsible for establishing remote connectivity capability (Bomgar) for authorized CentralSquare personnel to perform configuration.

These activities will be coordinated between CentralSquare and the District IT staff. Guidance will be provided by CentralSquare's Installation Services (CIS) team as required.

CentralSquare's Sub-contractor will provide the Server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information in conjunction with the District so as to complement with and not to conflict with District infrastructure

The District shall provide the location of SQL Server Media and license keys. Even if purchased via CentralSquare these license are attached to a Client owned Microsoft Account.

An Installation Service Request (ISR) will be provided to the Sub-contractor that organizes this information in to the CentralSquare preferred format. The Sub-contractor is responsible for providing the completed ISR to CentralSquare no later than two (2) weeks prior to the Installation activities.

The District is responsible for ensuring that the site is prepared and ready for the Installation of hardware, Third-party software, and CentralSquare as detailed in CentralSquare's Documentation including the System Planning Document no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow Installation of the System.

At least one (1) week prior to Installation, a member of the CentralSquare CIS team will verify: (1) connectivity to the District site via VPN, (2) connectivity to each of the Servers, and (3) access to all required security accounts.

If the Servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project Schedule.

#### **7.2.1.3.1 CentralSquare Responsibilities**

- a)** Provide the System Planning Document.
- b)** Facilitate a hardware review prior to hardware/OS procurement.
- c)** Procure Equipment and Third-party software included in the Purchase Agreement as a CentralSquare Deliverable.
- d)** Perform basic server integration including, but not limited to:
  - Installation of servers in applicable racks.
  - Joining servers to the existing domain with the domain controller in place.
  - If applicable, install and setup of the VM environment.
- e)** Provide guidance and assistance as necessary of any equipment to be procured by the District such as workstations and peripherals.
- f)** Distribute the Installation Service Request (ISR) document to the Sub-contractor and the District.
- g)** Assist the Sub-contractor in completing the ISR.
- h)** Sub-contractor to assign computer names, IP address and user Accounts
- i)** Sub-contractor to provision virtual machines
- j)** Install operating system software, perform Windows Genuine Advantage validation, and install all Windows Updates for District procured hardware unless the service is specified as a CentralSquare responsibility in the Purchase Agreement.
- k)** Review the completed ISR prior to the Installation.
- l)** Test the remote connectivity to the site prior to Installation of the hardware and Software.
- m)** Install the Microsoft SQL software.
- n)** Prepare and submit a TCR for District review and approval upon completion of these activities.

**7.2.1.3.2 District Responsibilities**

- a) Provide the facility suitable to house Server hardware and network infrastructure.
- b) Perform site preparation, as specified in the System Planning Document and ISR.
- c) Assist Sub-contractor in the assignment of the computer name(s) and IP address(es) based upon CentralSquare Documentation.
- d) Establish remote connectivity capability (Bomgar) for authorized CentralSquare personnel to perform Software Installation and configuration.
- e) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and Equipment Installation.
- f) Provide all District-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the Equipment and all peripheral components.
- g) Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for System operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.
- h) Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the CentralSquare applications.
- i) Obtain all necessary IP addresses and schemes.
- j) Not disable remote access to CentralSquare accounts on all Servers running CentralSquare licensed Software.
- k) Install all peripheral equipment, including scanners, printers, barcode readers, etc.
- l) For Agency installed Active Directory Domains, or public certificates, Create and maintain SSL certificates for the Servers which require them, per CentralSquare Documentation.
- m) Approve the applicable TCR.

**7.2.1.3.3 District Responsibilities**

- a) Have a member of the District's IT staff available while Software/network configuration is being performed.

**7.2.1.4 System Installation**

Once the site has been prepared and the hardware installed and staged based on CentralSquare documentation, a CentralSquare Installation Services specialist will perform the CentralSquare installation services.

These services will be performed remotely, unless otherwise specified in the Purchase Agreement, and include Installation of the contracted CentralSquare products on the quantity of Servers and Workstations as specified in the Purchase Agreement.

These Installation activities will be coordinated between CentralSquare and the District.

**Note 1:** All SQL server licenses will be installed by CentralSquare . The District is responsible for making the media and license keys available to CentralSquare for the installation.

**Note 2:** The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

**Note 3:** The scope of Installation services and the number of Servers and Workstations to be installed and configured by CentralSquare is limited to the Servers and Workstations that have been explicitly listed in the Purchase Agreement. If the District has been granted Site Licensing for selected CentralSquare Applications, CentralSquare is only responsible for the initial Installation services, and Installation of additional Servers will be subject to additional charges.

**Note 4:** If District does not follow the processes and procedures detailed in the CentralSquare System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the District.

The following pre-requisites must be in place prior to the start of CentralSquare Installation:

- a) Site preparation is complete as outlined in the sections above.
- b) Hardware has been installed at District site.
- c) District has provided CentralSquare with remote connectivity to all applicable Servers.
- d) All SSL Certificates required for operation must be created per CentralSquare Documentation.
- e) CentralSquare is in possession of all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

#### **7.2.1.4.1 CentralSquare Responsibilities**

- a) Install and configure Microsoft SQL to operate with each of the applicable CentralSquare product(s).
- b) Configure the System Servers in the applicable environments, as provisioned by the Purchase Agreement.
- c) Install and configure the applicable CentralSquare system(s) on the designated servers and applicable environments as specified in the Purchase Agreement.
- d) Provide verbal support to the District with self-installation procedures for the Workstations, in excess of contracted configuration, using the CentralSquare provided Prerequisite software and applicable Launch configurations.
- e) If applicable, create data dumps for Microsoft SQL database backups.
- f) After completion of the initial Installation and configuration of each major System, a member of Technical Services team provides a technical hand-off to designated staff from the District's information technology team via a conference call. The following major topics will be discussed during this technical hand-off:
  - o Proper procedures for performing System Backups:
    - File Structure – Inclusions and exclusions

- Databases
  - Moving Backups to media
  - Proper procedures for refreshing Test/Training system (and related Documentation)
  - Approved configuration and use of Virus Scan software
  - Approved procedure for application of Windows updates
  - System Upgrade process and procedures
  - Support Website and CentralSquare list Server access
  - Managing/Reviewing System logs (CAD, SQL and Event Logs)
- g)** Prepare and submit a TCR upon completion of the installation tasks and activities.

#### **7.2.1.4.2 District Responsibilities**

- a)** Allocate appropriate Project personnel to support CentralSquare personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the Installation of the baseline application Software. Appropriate District personnel include the necessary IT personnel and database administrator(s) as needed during Installation.
- b)** Complete the configuration of Workstations (after the Installation of the five (5) contracted, Workstations by CentralSquare ) using the Prerequisite software and applicable Launch configurations.
- c)** Put in place CentralSquare 's recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently followed beginning at the completion of this task.
- d)** Install and configure virus scanning software as outlined in the System Planning Document.
- e)** After completion of the initial installation and configuration of System servers, the District will be responsible for maintaining the System based on CentralSquare System Document, and the technical hand-off from CentralSquare Technical Services department. Specifically, the District's IT staff is responsible completing the following activates related to Enterprise Subsystem servers:
- Updating Training/Test Systems with fresh data (from Production) as needed
  - Continued updating and monitoring of virus scan software
  - Application of Windows updates
  - Following the procedures for System Upgrade
  - Managing/Reviewing system logs (SQL and Event Logs)
  - Management of Microsoft and other Third-party Software include patch applications and upgrades as needed for new Subsystem versions.
  - Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.
  - Maintenance of SSL Security Certificates for all CentralSquare web-enabled applications that require a certificate, configured per CentralSquare Documentation.
- f)** Review and approve the applicable TCRs.



### **7.2.1.5 CAD Enterprise Workshop(s)**

After the CAD Enterprise DOLF has been completed, the CentralSquare project team will conduct one or more CAD Enterprise workshops. This session is intended to be an extension to the CAD Enterprise DOLF for more complex implementations and multi-jurisdictional agencies as specified in the contract. If the Project includes multiple Workshops, they may or may not be scheduled to occur over consecutive weeks.

The Project includes:

One (1) Post Go Live Workshop

#### **7.2.1.5.1 CentralSquare Responsibilities**

- g)** Schedule the CAD Enterprise Workshop in accordance with the District's availability and the Project Schedule.
- h)** Prepare and distribute the meeting agendas and documents for District review or completion to all required attendees two weeks prior to each meeting.
- i)** Conduct the meetings based on the distributed agenda.
- j)** Prepare and submit a TCR upon completion of the workshop.

#### **7.2.1.5.2 District Responsibilities**

- k)** Provide adequate facilities to comfortably hold the training activities.
- l)** Ensure participation of the appropriate personnel.
- m)** Continue the code file building activities after completion of this training.
- n)** Review and approve the applicable TCR.

### **7.2.1.6 CAD Enterprise Pre-Go Live Functional Acceptance Testing (FAT)**

After completion of the rehost from the Cloud environment to the on premise environment, the District will lead and CentralSquare will assist with Functional Acceptance Testing (FAT) and System Integration of included interfaces of CAD Enterprise, not to exceed two (2) days. This process is completed prior to Go Live. The purpose of the FAT is to test specific functionality of the CAD System and to formally document that the CAD Enterprise meets the required functionality according to the Purchase Agreement between the District and CentralSquare .

Functional Acceptance Tests are performed based upon standard CentralSquare FAT documents that have a standard content and format. The standard CentralSquare FAT documents will be submitted to the District prior to testing.

A CentralSquare Business Analyst will assist the District with FAT on the District's CAD Enterprise system, at the District site on the District System hardware. The purpose of this process is to validate that CAD Enterprise features are working correctly per Standard System functionality as described in the FAT documents after the rehost has been completed. The testing will be fully completed and problems with individual tests will be documented, if applicable.

Once the FAT has been successfully completed the District's CAD Enterprise system will have been considered to have completed Pre-Production Acceptance. A TCR will be submitted that affirms that the CAD Enterprise has passed this test. Upon completion of FAT, the District and

CentralSquare will review the list of FAT failures (if any), perform an assessment of the errors, and determine the timeline for remedying the issues (pre versus post Go Live).

The District, with CentralSquare assistance as needed, will repeat any failed FAT test following the correction of any issues which has caused the test to fail. A full retest of the System will not be conducted to verify the FAT exceptions.

#### 7.2.1.6.1 CentralSquare Responsibilities

- a) Deliver CentralSquare 's standard FAT documents to District for review no later than two weeks prior to conducting the FAT.
- b) Provide a TCR to the District to approve the receipt of the FAT documents.
- c) Assist the District in conducting FAT based upon the FAT documents.
- d) Identify and document critical issues and exceptions discovered during the Acceptance Test Procedures.
- e) Upon successful completion of the FAT, provide a TCR to the District, to be signed and returned to CentralSquare . All FAT exceptions will be noted in the TCR.
- f) Schedule follow up testing for validation of critical exceptions to the FAT after such exceptions have been resolved, and document the results.

#### 7.2.1.6.2 District Responsibilities

- a) Work toward the timely completion of all predecessor tasks to include the base System Installation.
- b) Provide adequate facilities to execute the FAT.
- c) Review and signoff on the FAT documents that have been delivered by CentralSquare no later than one week prior to commencement of the FAT. (through approval of a TCR)
- d) Lead the FAT by providing operational subject matter experts that have the authority to provide validation that the tests have passed.
- e) Assist CentralSquare in documenting FAT findings and results.
- f) Review and approve the applicable TCRs.

#### 7.2.1.7 CAD Enterprise Training

**Note:** Training classes are conducted based on the quantities that are specified in the Purchase Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Purchase Agreement.

CAD Enterprise Training classes are conducted on consecutive weekdays during business hours (Tuesday-Friday, during business hours). Alternate training schedules (e.g., Monday class starts, multiple classes per day, evening and weekend classes) will be subject to an additional charge.

The training classes related to CAD Enterprise and its subsystems are classified into three general groups:

- a) Classes that are dependent upon specific District configurations and requirements; therefore, they are only conducted on the District System after completion of the Functional Acceptance Test (FAT) and in preparation of Go Live. CAD Enterprise Call Taker/Dispatcher User Training Course is an example of these classes.

- b) Classes such as GISLink that are delivered to a specialized group within the District's team during the course of the Project to assist them with implementation and maintenance of the System on a routine basis.
- c) Classes such as System Administration Training and CAD API Training that are not dependent upon individual District configurations and are generic in nature. These classes are held at CentralSquare facilities based on a regular schedule, and are offered to attendees from different agencies.

The CAD Enterprise Demonstration of Licensed Functionality (DOLF) session is not listed as a training class, but includes certain training elements on the CAD setup utilities.

A detailed description of these classes is provided below.

#### 7.2.1.7.1 CentralSquare Responsibilities (for all CAD Enterprise training activities)

- a) Conduct a training orientation via conference call between the assigned CentralSquare Training personnel and the designated District representative. The objective of this session is to define the curriculum for the Training, based on the configurations of the Subsystem.
- b) Conduct the training in increments of one (1), eight (8) hour day.
- c) Provide feedback to District Supervision as to the progress of the students.
- d) For the Training classes that are held at CentralSquare, provide adequate training facilities and equipment.
- e) Prepare and submit a TCR upon completion of each class or group of consecutive classes.

#### 7.2.1.7.2 District Responsibilities (for all CAD Enterprise training activities)

- f) Participate with the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the District's System.
- g) Provide adequate facilities for the execution of onsite training to include adequate seating for each Workstation and an overhead projector.
- h) Provide a supervisor for each class that can answer agency specific questions as related to the build of the District's System.
- i) Review and approve the applicable TCRs.

#### 7.2.1.7.3 CAD Enterprise System Administration Training Course

Major Task	Description
<b>Overview</b>	<p>CentralSquare will provide hands-on training in overall administration of the System to include the operating system and database management software and equipment components, as well as infrastructure configurations for CAD Enterprise.</p> <p>Class also includes instruction on general system maintenance, managing and monitoring interfaces, system operation, and database settings for application support, maintenance, backup, and general troubleshooting.</p>
<b>Client Participants</b>	<p>IT System Administrator(s).</p> <p>The number of attendees is based on the number of seats purchased by Client in the Contract. If more than one seat is purchased, Client may opt to send attendees to the same class, or to different classes.</p>

	Class is generally scheduled as a remote activity and may have attendees from agencies other than Client's. If the class is held at a physical/remote location, Client is responsible for travel fees and out of pocket expenses for its attendees.
<b>Duration</b>	Four to five (4-5) days (if the CAD API class is included) with a maximum duration of eight (8) hours.  Training occurs between Monday and Friday.
<b>Output</b>	Students will learn administration of core components of the System. No other deliverables or follow-up activities, including creating special material or applications for Client are included in the scope of the class.
<b>Prerequisite</b>	Basic Windows and SQL Server knowledge.

### 7.2.1.8 Implementation of Mobile Enterprise

#### 7.2.1.8.1 Mobile Enterprise Administration Course

Mobile Administration training is a hands-on course provided by experienced trainers who have both training and public safety experience. This course prepares the Mobile Administrator to configure and maintain the Mobile Server and Mobile Interface(s). The course is set for one (1) or two (2) students. Access to the Mobile Server and Interface(s) is required. During this process CentralSquare Business Analyst/System Engineer will instruct the District on installation of Mobile Districts and provides assistance for installation of up to five (5) Mobile devices. The District will be responsible for installation of the balance of Mobile devices.

The course includes the operation of the Mobile system including customization of specific screen layouts, Active & Waiting Incident Queue, Unit Queue, and agency-specific screens.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to three (3) students per class.

**Prerequisites:** Knowledge of: 1) HTML/XML, CSS, and JavaScript 2) SQL, especially views, stored procedures, and database schema; and 3) Standard GPS protocol (TAIP and NMEA)

### 7.2.1.9 System and Subsystem Go Live

The "cut over" of each of the CAD Enterprise, Mobile Enterprise, Subsystems, and related Interfaces into the production environment is a highly orchestrated activity that will require a number of resources from both the District and CentralSquare teams. It is recommended that CAD Enterprise, Mobile, and the CAD Enterprise Subsystems (such as the Go Live interfaces) are taken into production at one time.

#### 7.2.1.9.1 CAD Enterprise, Mobile, and CAD Enterprise Subsystem Go Live

The "cut over" of the CAD Enterprise, Mobile Enterprise, CAD Enterprise Browser and Interfaces into the production environment is a team approach. It is the intent of the Project to take all these Subsystems Live at the same time.

CentralSquare utilizes a pre-Go Live checklist for CAD Enterprise with various activities to ensure readiness of the System prior to Go Live. There are some tasks that must be performed by the

District, which are detailed in the pre-Go Live checklist. This activity begins several weeks in advance of Go Live.

CentralSquare will provide the District with a standard Go Live authorization letter that must be approved by the District no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the District's confirmation that the System and staff are ready for Go Live.

CentralSquare will provide the District with a Go Live authorization letter, detailing the date and time of Go Live and those components that will be taken into Live Operations. It is necessary that the District approves this letter no later than 2 weeks prior to the scheduled Go Live to secure the Go Live support resources.

Prior to Go Live the pre-production test data will be purged from the District's system. The Equipment is staged to move into the communications center and/or units. Units and personnel are logged into the System and Interfaces are activated.

At Go Live, the CentralSquare and District implementation teams will support the Users in the transition to the new System. Any issues are logged and resolved through CentralSquare Customer Services. A more detailed Go Live plan will be provided with adequate lead time.

The duration of the Go Live support for CAD Enterprise and its subsystems for this project will be 24-hour days (to include pre and post cutover) by 2 people, 1 person per shift. The Project Manager will be an active participant in the Go Live process. Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require CentralSquare support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of Go Live Services is as follows:

#### **Go Live Coverage for CAD Enterprise, Mobile, and CAD Enterprise Interfaces:**

##### **7.2.1.9.2 CentralSquare Responsibilities**

- a) Provide to the District a Go Live check list with adequate time for review.
- b) Prepare and submit a Go Live authorization letter to the District.
- c) Identify the participants for the Go Live in accordance with the terms of the Purchase Agreement.
- d) Have specified personnel in advance of the Go Live date to begin the final inspection of the District's System as part of the Go Live check list.
- e) Prepare and submit a TCR upon first Go Live operation of the CAD Enterprise.

##### **7.2.1.9.3 District Responsibilities**

- a) Timely review of the Go Live checklist.
- b) Complete Mobile roll out process in sufficient time to allow for testing prior to Go Live.
- c) Review and approve the Go Live authorization letter no later than 3 weeks prior to the scheduled Go Live.
- d) Provide adequate persons for the supervision and monitoring of the District's CAD Enterprise end users 24/7 beyond the participation of the CentralSquare staff.
- e) Provide dedicated Workstations (preferably 2 Workstations) for CentralSquare support staff during Go Live support period.
- f) Provide 24/7 support by the District's IT department.
- g) Develop a process for the reporting and resolution of field mobile issues.

- h)** Review and approve the applicable TCR.
- i)** At go-live of Phase 2, CentralSquare Project Manager will advise CentralSquare Finance to invoice the District for the following:
  - i. Phase 1 Annual Maintenance
  - ii. Software Licenses to be Assigned/Transferred from the Sheriff's Office
  - iii. Recurring Subscription Service Licenses to be Assigned/Transferred from the Sheriff's Office

### 7.2.1.10 Reliability Acceptance Period for CAD Enterprise

Upon Go Live for the Subsystem(s), the District shall use the Subsystem for a thirty (30) consecutive day period to verify operational functionality in Live Operations. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum B - Software Support Addendum to the Purchase Agreement) are reported during such thirty (30) day period, the Subsystems shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, CentralSquare shall commence actions in accordance with the Software Support Addendum to correct the reported error.

**Note:** If Subsystems do not Go Live on the same day, or if agencies and/or PSAPs (Public Safety Answering Points) Go Live in multiple phases, the Reliability Acceptance Period for each Subsystem will start the first day that Subsystem Goes Live and is used in a Production environment by any agency and/or PSAP. There will not be separate Reliability Acceptance Periods as subsequent agencies and/or PSAPs Go Live.

In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Reliability Acceptance Period, the Reliability Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Addendum.

In the event that an Urgent Priority Software Error occurs between day one (1) and day fifteen (15), the Reliability Acceptance Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Addendum. If the Software Error occurs between day fifteen (15) and day thirty (30), the Reliability Acceptance Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Addendum.

Critical or Urgent Priority software errors caused by factors that are outside of CentralSquare's control, and/or from variables which are outside the scope of CentralSquare's responsibilities, will not be counted Critical or Urgent Priority software errors. Examples of such issues could be, but are not limited to:

- a)** Power failures
- b)** Operator error
- c)** External network failure
- d)** Availability of components that are not provided by CentralSquare but interface to/from the CentralSquare solution

- e) Hardware or Operating System software
  - f) Non CentralSquare supplied software components introduced to the working environment
- During the Reliability Acceptance Period, the Subsystem will be frozen, (i.e., no changes, fixes, and/or Updates will be applied, except those that are required to address Downtime Failures associated with the Reliability Acceptance Period.)

At the conclusion of the Reliability Acceptance Period, as further defined in the Purchase Agreement, the Subsystem will be deemed accepted by the District.

### 7.2.1.10.1 CentralSquare Responsibilities

- a) Document the start of the Reliability Acceptance Period upon Go Live of the Subsystem in a TCR.
- b) Address any Reliability Acceptance Period issues that are reported during this test period.
- c) Document other issues that are not considered “Reliability Acceptance” issues to be addressed as part of the support and maintenance of the Subsystem.
- d) Provide the appropriate TCR to document the Final Acceptance of the System.

### 7.2.1.10.2 District Responsibilities

- a) Report issues when they develop.
- b) Review and approve the applicable TCRs.

## 8 PROJECT CLOSURE

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When all pre and post go live Project Deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to CentralSquare’s Customer Services Group. Any remaining Project related administrative tasks are completed by CentralSquare and District. Project documentation is archived and primary District interaction is officially handed over from the CentralSquare Project Manager to the CentralSquare Account Manager.

### 8.1 System Transition

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Following Go Live, there is a transition period where the District moves from the implementation team to the support team. This transition will change the District’s primary point of contact from the Project Manager back to the Account Manager. Software support will be handled through the Customer Services Group. The District’s issues will be entered, tracked, and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the District at system installation.

#### 8.1.1.1 CentralSquare Responsibilities

- a) Provide payment reconciliation, final TCRs and final invoices.
- b) Transition the CentralSquare point of contact from the Project Manager to the Account Manager and District Support Services Department.

**c)** Provide continued support based on terms of Purchase Agreement.

**8.1.1.2 District Responsibilities**

**a)** Provide approval of Project TCRs within five (5) business days.

**b)** Provide payment reconciliation and payment of final invoices.



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## 9 APPENDIX A - REQUIRED CAD ENTERPRISE DOLF CODE FILE BUILD

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The purpose of this table is to identify specific portions of the System Code files and modules that must be built and configured prior to CAD Enterprise System DOLF.

**Note:** Items identified with asterisk (\*) are optional, and will be built as specified, only if the District chooses to use them.

Provided in Phase 1.

## Appendix B - Contracted Modifications to Standard CentralSquare Products

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# 10 APPENDIX B - CONTRACTED MODIFICATIONS TO STANDARD CENTRALSQUARE PRODUCTS

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**Note:** Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

There are no product modifications proposed for this project.

## 11 APPENDIX C - STANDARD CENTRALSQUARE INTERFACES

**Note:** The scope of functionality for these Standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced.

**Note:** High level descriptions of each of the custom Interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

**Note:** The District is responsible for coordinating the development of the Vendor side of all Interfaces to the Third-party applications for the Interfaces that the Vendor is not a CentralSquare Subcontractor, based on the Purchase Agreement.

### 11.1 Standard Interfaces for Each Environment

The following sections list the Standard Interfaces that are included in this Purchase Agreement. If not explicitly listed, the Interface will not be installed and supported in the specific environment.

Interfaces will be installed into the Cloud environment as part of phase one, and then rehosted to the onsite production environment during phase two.

#### 11.1.1 Production Environment:

- a. One (1) Standard ANI/ALI Interface
- b. Eight (8) Standard EMD Integration
- c. One (1) Standard Station Alert Interface (Locution)
- d. One (1) Standard Station Alert Interface (Zetron)
- e. One (1) Standard Enterprise CAD to External System Incident Data Transfer
- f. One (1) Standard Eventide Logging Recorder Interface

#### 11.1.2 Disaster Recovery Environment:

- a. One (1) Standard ANI/ALI Interface
- b. Eight (8) Standard EMD Integration
- c. One (1) Standard Station Alert Interface (Locution)
- d. One (1) Standard Station Alert Interface (Zetron)
- e. One (1) Standard Enterprise CAD to External System Incident Data Transfer
- f. One (1) Standard Eventide Logging Recorder Interface

## Appendix C - Standard CentralSquare Interfaces

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### 11.1.3 Test Environment:

- a. Five (5) Standard EMD Integration

## 12 APPENDIX D - CUSTOM CENTRALSQUARE INTERFACES

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**Note:** The District is responsible for providing Application Programming Interface (API) documentation to these Third-Party Systems that document the integration process for the level of interface integration defined by CentralSquare. The District is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third-party System API or for connecting to CentralSquare Interfaces Software in the absence of a Third-party API.

**Note:** The scope of functionality for these custom interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

**Note:** High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

**Note:** The District is responsible for coordinating the development of the vendor side of all interfaces to the third-party applications for the interfaces that the vendor is not a CentralSquare Subcontractor, based on the Purchase Agreement.

### 12.1 Custom Interfaces for Each Environment

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The following sections list the Custom Interfaces that are included in this Purchase Agreement. If not explicitly listed, the interface will not be installed and supported in the specific environment.

List of Project's Custom Interfaces (OSDs to be provided):

None

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## **13 APPENDIX E - SUBCONTRACTOR(S) STATEMENT(S) OF WORK**

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### Statement of Work

## Santa Barbara County Fire Protection District, CA

### eGroup Primary and DR Site Hardware Installation and Configuration Services

#### **13.1 PROJECT BACKGROUND**

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In continued support of CentralSquare and its end users, this project lays down the foundation for CentralSquare to roll out a turnkey solution with their Software systems and provide an on-premise infrastructure that will be implemented by eGroup.

To support the District Inform rehost, eGroup will work with CentralSquare to build out a resilient infrastructure to support the Inform suite through high availability and replication.

## Appendix E - Subcontractor(s) Statement(s) of Work

### 13.2 SOLUTION OVERVIEW

In support of the project objectives and working in close collaboration with the CentralSquare project stakeholders and technology leadership team, eGroup's engineering and project management resources shall combine the best breed of technologies from Nutanix to run an independent infrastructure rack.

The components of the infrastructures are shown in the table below.

Location	Component Type	Specifics
Primary	Firewalls	Two (2) FortiGate 101F Firewalls
	Network Switches	Two (2) FortiSwitch 1048E Switches
	Virtualization Hosts	Three (3) Nutanix NX-3170-G8 Nodes
	WAN Switches	Two (2) FortiSwitch 124E Switches
	Client Access Switches	Two (2) FortiSwitch 124F-FPOE Switches
	Virtualization Software	Nutanix AHV
	Replication Software	Nutanix Leap
	Backup Solution	One (1) Cohesity C5016 4-node Appliance
	Management Server	One (1) HP DL380 Gen10+ Server
	DR	Firewalls
DR	Network Switches	Two (2) FortiSwitch 1048E Switches
	Client Access Switches	Two (2) FortiSwitch 124F-FPOE Switches
	Virtualization Hosts	Three (3) Nutanix NX-3170-G8 Nodes
	Virtualization Software	Nutanix AHV
	Replication Software	Nutanix Leap

eGroup will deploy the environments using Industry and Vendor best practices for the CentralSquare Inform solution.

As part of the deployment, eGroup will deploy the Infrastructure management components as well as deploying the necessary VMs contained within the CentralSquare Inform ISR. Any deployments in addition to this will be the responsibility of CentralSquare and/or District. To support the Inform deployment, eGroup shall provide a comprehensive set of services to deploy the firewall, networking, compute and backup components:

1. Evaluate current site preparedness through a Site Survey to establish Site preparedness for the new equipment in both locations.
2. Deploy two (2) FortiGate 101F Firewalls and establish connectivity to the District Internet and Core network at the Primary location.
3. Deploy two (2) FortiSwitch 124E switches serving as the WAN Handoff switches and establish connectivity to the SBCFPD FortiGate Firewalls and Core network at the Primary location.
4. Deploy two (2) FortiSwitch 1048E switches and establish connectivity to the District FortiGate Firewalls and Core network at the Primary location.

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5. Deploy two (2) FortiSwitch 124F-FPOE switches serving as the Client Access Switches and establish connectivity to the SBCFPD FortiGate Firewalls and Core network at the Primary location.
6. Deploy one (1) FortiGate 101F Firewalls and establish connectivity to the District Internet and Core network at the DR location.
7. Deploy two (2) FortiSwitch 1048E switches and establish connectivity to the District FortiGate Firewalls and Core network at the DR location.
8. Deploy two (2) FortiSwitch 124F-FPOE switches serving as the Client Access Switches and establish connectivity to the SBCFPD FortiGate Firewalls and Core network at the DR location.
9. Deploy three (3) Nutanix NX 3170-G8 nodes at the Primary site and three (3) Nutanix NX 3170-G8 nodes at the DR site.
10. Deploy and configure the Nutanix platform according to best practices from Nutanix.
11. Deploy one (1) HP DL380 Server for Management connectivity at the Primary location.
12. Deploy and implement one (1) Cohesity C5016 (4-node) appliance in the Primary location to provide immutable backups and backup replication.
13. Deploy CentralSquareInform VMs as provided by the CentralSquare ISR.
14. Configure Nutanix Leap replication between Primary and DR sites and configure replication of VMs as identified by CentralSquare.
15. Perform Test failovers of replicated VMs and work with CentralSquare to perform one (1) live failover.
16. Confirm the successful operation of the new infrastructure through resiliency testing.
17. Deliver project documentation and knowledge transfer of the deployed solution.

### 13.3 CURRENT ENVIRONMENT READINESS

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This Statement of Work assumes that Santa Barbara County Fire Protection District's physical and network infrastructures are prepared to accommodate the equipment and services to be provided by eGroup within the scope of this project. Upon discovering any deficiency that would prevent or otherwise hinder project execution, eGroup shall notify CentralSquare of the deficiency in writing and work in good faith with CentralSquare to adjust the project schedule to accommodate CentralSquare's remediation of the issue. Services that are dependent on the remediation of the deficiency will be postponed or suspended until the remediation is complete. eGroup is not liable for any delays to the overall project plan necessitated by CentralSquare's remedial activities and shall be held harmless for changes in the schedule resulting from such activities.

#### 13.3.1 Project Prerequisites

The following items have been identified as critical to the overall success of this engagement and should be completed prior to commencement of this engagement:

1. Project stakeholders identified, and necessary design and discussion sessions scheduled
2. Administrative access to environments related to the scope of this engagement
3. Licensing required for successful deployment of the items described in this statement of work



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### 4. Timely access to CentralSquare's and District's IT personnel for Q&A support

#### 13.3.2 CUSTOMER ENVIRONMENT ACCESS PROTOCOL

As part of eGroup's commitment to assuring secure and protected client environments, eGroup requires the use of named accounts for all eGroup resources who will engage in activities that involve access to on-premises or cloud-based client-owned systems. eGroup strongly recommends not utilizing shared accounts. The use of shared accounts can lead to an increase in system vulnerability, as well as a reduction in auditing and compliance capabilities. The District accepts all liability for the use of shared accounts.

eGroup asks that the following policies be applied to accounts created for eGroup resources engaging in project work:

- Based on the initial project plan, the account expiration be set to 8 AM on the day following the scheduled project completion. The eGroup Project Manager shall request extensions as necessary to accommodate project delays, change orders, or other events that may cause a project to take longer than initially anticipated.
- Named user accounts shall be configured to require password resets per the client's standard policy and shall not be set to disable required password changes.
- The length and complexity of named user account passwords shall be configured per the client's standard policy. eGroup suggests that passwords be at least 10 characters in length and utilize a combination of upper and lower-case numbers, numeric values, and special characters i.e., strong passwords.
- A named user account shall be granted no more than the minimal required permissions to perform the specific tasks assigned to the eGroup resource.
- For larger projects that involve multiple systems, care shall be taken to not grant a single named user account access across those systems in such a way that could lead to a system-wide compromise. For example, the ability to create and set permissions on Active Directory accounts, as well as the ability to modify Access Control Lists on network security devices shall not be granted. In these cases, separate accounts may be created, or eGroup resources will collaborate sufficiently to complete the necessary objectives.

If the District requires and would like assistance in remediating insecure environments to ensure that the policies above can be implemented and enforced, eGroup can provide these services through a separate agreement. If any deviations to this policy are required to satisfy project objectives, eGroup requests that the specific deviation and justification be communicated to the assigned Project Manager, so it may be evaluated, and potential alternative approaches identified. This will also allow the eGroup Project Manager to communicate the removal of approved deviations when they are no longer required to satisfy the project's objectives.

## 13.4 Scope of Services

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### 13.4.1 Project Initiation

The groundwork for achieving project success shall be established in the Project Initiation phase. eGroup shall collaborate with CentralSquare to define project controls and initiate project activities. The specific tasks to be completed by eGroup during this phase are as follows:

1. Conduct a kick-off meeting with CentralSquare and District project participants to address the following:
  - a. Identify project roles and responsible parties.

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- b. Confirm understanding of project scope.
  - c. Confirm site preparedness (facilities access, power, cooling, racks).
  - d. Discuss high-level project timeline for eGroup tasks.
2. eGroup shall develop a baseline master project plan with CentralSquare describing tasks, assignments, and schedule.

### Deliverables

ID	Deliverable	Description
CTL	Project Controls Document	<ul style="list-style-type: none"> <li>• Descriptions of escalation and change control procedures, project roles, and key contacts</li> </ul>
PLN	Baseline Project Plan	<ul style="list-style-type: none"> <li>• Initial plan describing project tasks, assignments, dependencies, and timeline</li> </ul>

### 13.4.2 Site Survey

In preparation for the deployment of the primary site solution, eGroup shall evaluate the installation locations to ensure that the environment is ready for work to begin. The Site Survey will be done in coordination with CentralSquare and District. The Site Survey will include equipment inventory and configuration designs for the specific installation.

Building upon the architecture designs and equipment specifications developed during proposal creation, these designs and plans shall reflect the unique parameters and attributes of the District environment and shall be documented in a series of deliverables that will guide the course of implementation and migration activities. The specific tasks to be completed in this phase are as follows:

1. Confirm site preparedness through a Site Survey (facilities access, power, cooling, racks).
2. eGroup will work with CentralSquare and District IT staff to define the following components:
  - a. IP Address Scheme
  - b. Network Integration
    - i. Layer 2/Layer 3
    - ii. VLANs
    - iii. Routing
  - c. Hostname standards
  - d. Windows Domain configuration
  - e. Additional Infrastructure requirements (Microsoft LAPS, Domain Service Accounts, etc)
3. eGroup will provide a Site Survey document to CentralSquare that will summarize the data center facilities' environmental preparations and logistical considerations.

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### Deliverables

ID	Deliverable	State	Description
SVY	Site Survey	Final Document	<ul style="list-style-type: none"> <li>Summary of data center facilities' environmental preparations and logistical considerations</li> </ul>

### 13.4.3 Solution Design

eGroup shall prepare detailed configuration designs for each network component that is to be deployed in the Primary and DR data centers. These designs shall reflect the unique parameters and attributes of the District environment and will guide the course of implementation and migration activities. eGroup shall complete the following tasks during this phase:

#### 13.4.3.1 Network Security Design

- Gather information from the current firewall environment that is required to define the configuration of the following security appliances at the District Primary and DR locations:
  - Two (2) FortiSwitch 124E switches to provide WAN Handoff services from the internet providers.
  - Two (2) FortiGate 101F appliances in an active/passive HA configuration to serve as the perimeter firewall and VPN head-end in the Primary data center.
  - One (1) FortiGate 101F appliance to serve as the perimeter firewall and VPN head-end in the DR data center.
- Develop a configuration for the FortiGate appliances at in both data centers as follows:
  - Define Firewall Rules, VPN, and extended configuration items.
  - Document the network security configuration specifications in the System Design document.

#### 13.4.3.2 Network Switching Design

- Gather information from the current environment that is necessary to define configuration specifications for the following equipment that will comprise the District data center Primary network:
  - Two (2) FortiSwitch 1048E switches to serve as the data center core switches.
- Gather information from the current environment that is necessary to define configuration specifications for the equipment that will comprise the District data center DR network:
  - Two (2) FortiSwitch 1048E switches to serve as the data center core switches.
- Gather information from the current environment that is necessary to define configuration specifications for the following equipment that will comprise the District Primary Client Access network:
  - Two (2) FortiSwitch 124F-FPOE switches to serve as the client access layer.
- Gather information from the current environment that is necessary to define configuration specifications for the following equipment that will comprise the District DR Client Access network:
  - Two (2) FortiSwitch 124F-FPOE switches to serve as the client access layer.
- Develop a network design and equipment configurations for the data center network at the District Primary and DR locations.

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- Develop a routing design for connectivity at the District Primary and DR locations.
- Document all network configuration specifications in a System Design document.

### 13.4.3.3 Nutanix Design

- Gather information from the current environment that is necessary to define configuration specifications for the following equipment that will comprise the Nutanix Clusters at the Primary location:
  - Three (3) Nutanix NX-3170-G8 nodes for Production workloads in the Primary data center.
  - Three (3) Nutanix NX-3170-G8 nodes for DR workloads in the DR data center.
- Develop and document a design for Nutanix Leap that addresses the following:
  - Organization of VMs into Consistency Groups (CGs) based on their recovery objectives and interdependencies.
  - Replication policies that are to be applied for each CG.
  - Configuration parameters to be applied for each CG.

### 13.4.3.4 Cohesity Design

- Gather information from the current environment as required to define the configuration requirements for integrating the following equipment with the current network:
  - One (1) Cohesity C5016 appliance housing four nodes in the Primary data center.
- Collaborate with CentralSquare and District to define the backup policies for the Enterprise CAD servers for which system backups are to be performed and document these policies in a System Design deliverable.
- Complete pre-installation checklist documentation for physical installation and basic configuration of the Cohesity nodes.

## 13.4.4 Primary Site Implementation

### 13.4.4.1 Install and Configure FortiGate 101F Firewalls:

- Install the following components at Primary data center:
  - Two (2) FortiGate 101F appliances as the Perimeter Firewall and VPN head-end.
  - Two (2) FortiSwitch 124E switches as the WAN Handoff switches.
- Integrate the FortiGate appliances with the newly implemented network infrastructure at the Primary data center.
- Configure basic administrative access on the FortiGate appliances and switches per the System Design.
- Install the latest recommend release of Forti-OS code on the FortiGate appliances and switches.
- Place the FortiGate appliances into service.

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### 13.4.4.2 Install and Configure FortiSwitch 1048E Data Center Switches:

- Physically install the following components in the Primary data center.
  - Two (2) FortiSwitch 1048E switches to serve as the core.
- Connect the newly installed components to the current power and network infrastructures, installing and routing cables among the components as required.
- Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
- Update the operating code on the newly installed switches to the latest recommended release.
- Configure the two (2) FortiSwitch 1048E switches per the System Design.
- Test the operation of the network equipment and remediate as required.

### 13.4.4.3 Install and Configure FortiSwitch 124F Client Access Switches:

- Physically install the following components in the Primary location.
  - Two (2) FortiSwitch 124F switches to serve as the client access layer.
- Connect the newly installed components to the current power and network infrastructures, installing and routing cables among the components as required.
- Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
- Update the operating code on the newly installed switches to the latest recommended release.
- Configure the two (2) FortiSwitch 124F switches per the System Design.
- Test the operation of the network equipment and remediate as required.

### 13.4.4.4 Install and Configure Nutanix NX-3170-G8 Nodes:

- Physically install the three (3) Nutanix nodes that comprise the Production virtual server cluster within a cabinet at the Installation Site.
- Connect the newly installed Nutanix nodes to the current power and network infrastructures, installing and routing cables among the components as required.
- Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
- Using the Nutanix Foundations Utility, initialize the Nutanix clusters with AHV as follows:
  - Apply IPMI IP addresses.
  - Image all Nutanix nodes with latest recommended release of AHV.
  - Deploy a Nutanix Controller VM (CVM) on each of the Nutanix nodes.
- Create one (1) Nutanix Cluster from the newly installed nodes.
- Create one (1) Nutanix storage container for the cluster.
- Modify the default storage container with deduplication, compression, and advanced settings and mount it on all Nutanix nodes as applicable.
- Modify cluster parameters in accordance with Nutanix best practices for CVM HA protection.
- Confirm the health of the Nutanix cluster.

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### 13.4.4.5 Install and Configure HPE DL380 Management Server:

- Physically install one (1) HPE DL380 Server that serves as the physical manangement server for the Primary site.
- Connect the newly installed HPE Server to the current power and network infrastructures, installing and routing cables among the components as required.
- Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
- Update Server Firmware to the latest recommended release.
- Install Windows Server 2019 OS and configure the server.
- Confirm the health of the HPE Server.

### 13.4.4.6 Install and Configure Cohesity appliances

- Physically install the following components in the Primary data center.
  - Four (4) Cohesity C5016 nodes
- Connect IPMI and Data interfaces to FortiSwitch switches
- Create Cohesity cluster using defined values
- Configure cluster interfaces to use specified VLANs and bonding modes
- Add the cluster to specified data and management networks (including VIPS)
- Configure Administrative Settings
  - Enable SMTP and SNMP for monitoring/alerts
  - Enable Syslog for historical auditing
  - Join Cluster to Active Directory
  - Configured proxy server (if applicable)
  - Configured global whitelist (if applicable)
  - Enable and verify support monitoring (as desired)
- Configure storage encryption and redundancy levels
- Configure data space-saving features as required (deduplication, compression).
- Configure backup and replication of CentralSquareVMs to the DR Cohesity appliance per the design.

### 13.4.4.7 Deploy and Configure CentralSquare Inform VMs:

- Create a new Windows Domain (if applicable) or modify Existing CAD Domain to provide greater security posture with Microsoft LAPS for local password administration
- Configure and Deploy Windows Server 2019 Template
- Deploy CentralSquareVMs provided in ISR and configure for best Nutanix/Microsoft best practices
- Test connectivity and authentication.

### 13.4.4.8 Environments included:

- 1 Test, 1 Training and 1 Production

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### 13.4.5 DR Site Implementation

#### 13.4.5.1 Install and Configure FortiGate 101F Firewalls:

- Install the following components at the DR data center:
  - One (1) FortiGate 101F appliance as the Perimeter Firewall and VPN head-end.
- Integrate the FortiGate appliances with the newly implemented network infrastructure at the DR data center.
- Configure basic administrative access on the FortiGate appliances per the System Design.
- Install the latest recommend release of Forti-OS code on the FortiGate appliances.
- Place the FortiGate appliances into service.

#### 13.4.5.2 Install and Configure FortiSwitch 1048E Data Center Switches:

- Physically install the following components in the DR data center.
  - Two (2) FortiSwitch 1048E switches to serve as the core.
- Connect the newly installed components to the current power and network infrastructures, installing and routing cables among the components as required.
- Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
- Update the operating code on the newly installed switches to the latest recommended release.
- Configure the two (2) FortiSwitch 1048E switches per the System Design.
- Test the operation of the network equipment and remediate as required.

#### 13.4.5.3 Install and Configure FortiSwitch 124F Client Access Switches:

- Physically install the following components in the DR location.
  - Two (2) FortiSwitch 124F switches to serve as the client access layer.
- Connect the newly installed components to the current power and network infrastructures, installing and routing cables among the components as required.
- Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
- Update the operating code on the newly installed switches to the latest recommended release.
- Configure the two (2) FortiSwitch 124F switches per the System Design.
- Test the operation of the network equipment and remediate as required

#### 13.4.5.4 Install and Configure Nutanix NX-3170-G8 Nodes:

- Physically install the three (3) Nutanix nodes that comprise the DR virtual server cluster within a cabinet at the Installation Site.
- Connect the newly installed Nutanix nodes to the current power and network infrastructures, installing and routing cables among the components as required.

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- Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
- Using the Nutanix Foundations Utility, initialize the Nutanix clusters with AHV as follows:
  - Apply IPMI IP addresses.
  - Image all Nutanix nodes with latest recommended release of AHV.
  - Deploy a Nutanix Controller VM (CVM) on each of the Nutanix nodes.
- Create one (1) Nutanix Cluster from the newly installed nodes.
- Create one (1) Nutanix storage container for the cluster.
- Modify the default storage container with deduplication, compression, and advanced settings and mount it on all Nutanix nodes as applicable.
- Modify cluster parameters in accordance with Nutanix best practices for CVM HA protection.
- Confirm the health of the Nutanix cluster.

### 13.4.5.5 Deploy and Configure CentralSquareInform VMs:

- Create a new Windows Domain (if applicable) or modify Existing CAD Domain to provide greater security posture with Microsoft LAPS for local password administration
- Configure and Deploy Windows Server 2019 Template
- Deploy CentralSquare VMs provided in ISR and configure for best Nutanix/Microsoft best practices
- Test connectivity and authentication.

### 13.4.5.6 Leap Implementation and Testing

- Install instances of Prism Central in the Primary and DR Sites as required.
- Configure Remote Site on Production and DR sites.
- Configure up to five (5) Protection Domain and consistency groups based on Central Square recommended VM grouping.
- Validate Protection Domain replication between sites.

### 13.4.5.7 Resiliency Testing

Prior to releasing the solution to CentralSquare and District, eGroup will perform a variety of testing scenarios to ensure that both Production and DR environments are configured to provide the expected resiliency and to sustain the expected level of failures.

- Test Nutanix platform for fault/failures:
  - Power Failure with loss of a single PSU
  - Node failure with loss of a single node
  - Network Uplink failures
- Test FortiGate redundancy
  - Uplink connectivity failure
  - FortiGate appliance failure
- Test FortiSwitch redundancy
  - Uplink connectivity failure
  - FortiSwitch appliance failure



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### 13.4.5.8 Failover Testing

Once both the Primary and DR implementations are complete, including Nutanix Leap replication, eGroup will coordinate both a Test failover of Protection Groups (non-disruptive) as well as a Live failover of up to 1 Protection Group.

## 13.5 KNOWLEDGE TRANSFER AND DOCUMENTATION

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### Overview

This phase will consist of the eGroup team completing project documentation and conducting knowledge transfer for CentralSquare/District IT Staff and project stakeholders.

## 13.6 Scope EXCLUSIONS

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The following tasks are beyond the scope of services to be provided by eGroup during this engagement:

1. Direct support of end-user workstations or other devices.
2. Any task not explicitly described as within the scope of this engagement.
3. Corrective measures for any issues or risks identified during the course of this engagement.

**NOTE:** A change form(s) may be issued for approval and funding of requisite changes to scope

## 13.7 DELIVERABLES

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At the conclusion of this engagement, eGroup shall deliver the finalized versions of the deliverables produced and maintained throughout the course of project activities:

ID	Deliverable	State	Description
SysInstall	Low Level Design	Delivered	<ul style="list-style-type: none"> <li>• Low level design of solution, inclusive of configuration, connectivity, up addresses and credentials</li> </ul>
Handoff	Client Handoff	Delivered	<ul style="list-style-type: none"> <li>• Client handoff of hardware provided with solution knowledge transfer</li> </ul>

## 13.8 ESTIMATED DURATION

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The estimated duration of this engagement is broken up into four (4) Phases making up approximately one (1) calendar month, or four (4) calendar weeks.

**Phase 1:** The Site Survey makes up Phase 1 and is considered Week 1 as part of the project plan.

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**Phase 2 and Phase 3:** The Primary and DR installations occur no earlier than one week after the Site Survey (to allow for any remediations identified to be fixed), this makes up Phase 2. Phase 2 and 3 will be approximately 2 weeks in duration.

**Phase 4:** Phase 4 is made up of the DR replication configuration and testing and will occur approximately one (1) month after installation to give CentralSquare time for initial application installation.

This estimated duration is reflective of the work effort associated with each activity and is subject to change due to changes in scope, issues encountered, planned maintenance windows and other business reasons encountered during execution. The actual duration will be finalized during the project initiation.

This schedule assumes that change control procedures will not introduce delays in the execution of project tasks.

### 13.9 Assumptions and Customer Responsibilities

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#### 13.9.1 General Assumptions

This SOW is based upon the following assumptions:

1. eGroup will perform project work as required by the work breakdown structure without more than a 2-day break of activity with the exception of any planned Holidays unless this break is requested by CentralSquare.
2. eGroup will provide project personnel knowledgeable with the aforementioned products based on the skills required at the appropriate times and in accordance with the work breakdown structure.
3. The normal "on-hours" workday for the project will be 8:00 AM to 6:00 PM Time, Monday through Friday. "Afterhours" is work performed between 6 PM and 8 AM Monday through Thursday (Friday at 8 AM) and is billed at 1.5X the standard rate. Weekend and Holiday is any work performed between 6PM Friday and 8 AM Monday or on a National Holiday and is billed at 2X the standard rate.

#### 13.9.2 Customer Responsibilities

If the project is to be successful, District must commit to the following obligations:

1. District will provide a single point of contact for project coordination between District and eGroup and that person will be responsible for ensuring project personnel are on target with their assigned duties in accordance with the work breakdown structure.
2. District will be responsible for backing up all District data on existing equipment.
3. District will ensure eGroup has appropriate access to buildings and spaces as required.
4. District will ensure adequate access to wiring/equipment rack areas – if needed.
5. District D will provide eGroup with all relevant system and network documentation, as requested.
6. District will provide escorts when eGroup personnel are required to access secure areas.
7. District will make all essential stakeholders available to eGroup throughout the duration of this engagement.
8. District will make the majority of the administrative and configuration information available to eGroup prior to the commencement of this engagement.

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9. District will make timely decisions in collaboration with eGroup regarding escalated or critical issues as they arise during the project.
10. District will provide suitable work area spaces with desks, chairs, and telephones, as well as necessary customer systems accounts and passwords.
11. District will provide LAN connections that enable access to the Internet and email for eGroup's on-site project team.
12. District will assume responsibility for management and coordination of all non-eGroup managed vendors.
13. District will provide access with proper licenses to all necessary tools, software, and third-party products required for eGroup and District to complete their assigned project tasks.
14. District will maintain active vendor maintenance agreements for the technology impacted by this project or will otherwise obtain vendor maintenance as required to support this project throughout its duration.
15. District will notify eGroup project management of any unscheduled or scheduled projects outside of this implementation that might interfere with the project schedule.
16. District will obtain any downtime windows reasonably required to keep the project on schedule.
17. District will provide eGroup with high priority access to the District IT team members with knowledge of current technology configurations and operational processes and with responsibility for administering the technologies that will be impacted by this project.
18. District will provide eGroup with advance notification of any change that is to be introduced in the IT environment and together assess the potential impact of the change to this engagement prior to its implementation. When District's business needs preclude advance notification, such as timely response to a critical support issue, District shall notify eGroup of such a change within the same business day that the change is implemented.
19. District shall provide eGroup with the primary contact for each vendor supporting the District IT infrastructure as requested, including, but not limited to, ISP and circuit providers.

### 13.10 CHANGE CONTROL PROCESS

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As eGroup and CentralSquare collaborate on this project, it is possible that either party will find reasons to change the scope, timeline, or overall budget.

While this need might be identified by a member of CentralSquare's team or a member eGroup's team, eGroup's Project Manager will handle documentation and communication of the change to CentralSquare's designated point of contact. eGroup and CentralSquare shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected.

### 13.11 PROJECT TEAM

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#### *eGroup Team*

The Project Manager is the person responsible for ensuring that the Project Team completes the project. The Project Manager develops the Project Plan with the team and manages the team's performance of project tasks. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues that cannot be resolved in the team, and, in general, making sure the project is delivered in budget, on schedule, and within scope.

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Engineers are responsible for executing tasks and producing deliverables as outlined in the Project Plan and directed by the Project Manager, at whatever level of effort or participation has been defined for them.

The Executive Sponsor acts as a vocal and visible champion, legitimizes the project's goals and objectives, keeps abreast of major project activities, and is a decision-maker for the project.

Stakeholders are all those groups, units, individuals, or organizations, internal or external to our organization, which are impacted by, or can impact, the outcomes of the project.

### ***CentralSquare Team***

eGroup will work CentralSquare Project Manager.

### ***District Team***

eGroup engineers will work with a Primary Contact for each architecture type throughout the project. This person is responsible for maintaining the systems after the eGroup engineers have completed the project and providing key data as the project is being completed. This person will shadow eGroup's engineers as needed and should review documentation.

The Secondary Contact is someone who can handle issues and escalations should the primary contact be indisposed during the project and after the project is complete. This person will shadow eGroup's engineers as needed and should review documentation.

**ADDENDUM A-2**

**NUMBER OF CENTRALSQUARE SOFTWARE  
LICENSES,  
AND DESIGNATED LOCATION**

**CentralSquare Software License Fee(s)**

CAD Enterprise Software License Fee(s)	Qty
CAD Enterprise Browser (A - 1-40 Concurrent Users) - Phase 2	1
CAD Enterprise Disaster Recovery System – Phase 2	1
CAD Enterprise Mapping	5
CAD Enterprise Position	5
CAD Enterprise the Archive Server Software – Phase 2	1
CAD Enterprise Test or Training System – Phase 2	2
Standard Station Alert Interface (Locution) – Phase 2	1
Standard ANI/ALI Interface – Phase 2	1
Standard EMD Integration – Phase 2	3
Standard Eventide Logging Recorder Interface - Phase 2	1
CAD Enterprise Routing Server - Disaster Recovery – Phase 2	1
CAD Enterprise Routing Server - Test or Training System – Phase 2	2
Standard Station Alert Interface – Zetron (to be transferred from SBSO) Phase 2	1
Standard CAD Enterprise to External System Incident Data Transfer Interface - Phase 2 (ImageTrend FRMS)	1
<i>CAD Enterprise Software License Fee(s) Subtotal:</i>	<i>\$115,050.00</i>

Mobile Enterprise Software License Fee(s)	Qty
Mobile Enterprise Test or Training System – Phase 2	2
Mobile Enterprise Server Software (Server Tier Increase to C – 101-250 Positions) – Phase 2	1
Enterprise Mobile AVL Only Device	104
Enterprise Mobile Disaster Recovery System	1
Mobile Enterprise Base Position (to be transferred from SBSO) Phase 2	64
Mobile Enterprise Base Position (Mobile Desktop Client) (to be transferred from SBSO) Phase 2	2
<i>Mobile Enterprise Software License Fee(s) Subtotal:</i>	<i>\$62,000.00</i>

System Hardware/Software License Fee(s)	Qty
OS Licensing (eGroup) - Primary Site	1
OS Licensing (eGroup) - Primary DR Site	1
<i>System Hardware/Software License Fee(s) Subtotal:</i>	<i>\$219,077.68</i>

**Software License Fee(s) Total: \$396,127.68**

**CentralSquare Implementation Service Fee(s)**

<b>CAD Enterprise Implementation Service Fee(s)</b>	<b>Qty</b>
Base CAD Enterprise Production System Installation (Includes Database Server, Web Server, Comm Server, 1 instance of Browser, up to 5 CAD workstations, Unit Swap, NetClock and Archive and Reporting Server) – Phase 2	1
CAD Enterprise BA Services for FAT/SIT (2 days – Remote only) - Phase 2	1
Configure Inform CAD Interfaces Transferred from SBSO (Stations Alert, CAD External Incident Export) - Phase 2	1
CAD Enterprise Post Go Live System Optimization and Advanced Configuration workshop (3 days at the customer site) – Phase 2	1
CAD Enterprise Test or Training Server Configuration (Includes CAD Enterprise Server and Unit Swap) – Phase 2	1
Onsite Go Live 31 Services for CAD Enterprise and Mobile Enterprise (24 Hour Coverage for 2 Days - Two 12 Hour Shifts Per Day, One Person Per Shift) – Phase 2	1
Routing/GIS Server Implementation – Phase 2	4
Test and/or Training Interface Configuration Services: Standard Alpha Numeric Paging Interface – Phase 2	1
Test and/or Training Interface Configuration Services: Standard ANI/ALI Interface – Phase 2	1
Test and/or Training Interface Configuration Services: Standard EMD Integration– Phase 2	1
Reconfigure Zetron interface from M25 to Zetron AcomNOVUS – Phase 2	1
Base CAD Enterprise Disaster Recovery Server Configuration (Includes CAD Server, Unit Swap, Synchronization Software Installation, and 1 Failover test)	1
Public Safety Technical Services - Fixed Fee - Failover Testing	1
CAD Enterprise System Administration Training Course (Per student - 4-5 days at CentralSquare)	1
<i>CAD Enterprise Implementation Service Fee(s) Subtotal:</i>	<b>\$72,345.00</b>

<b>Mobile Enterprise Implementation Service Fee(s)</b>	<b>Qty</b>
Base Mobile Enterprise Production Server Installation (per Server, Includes installation of Mobile Server, 2 interfaces and 5 position installations) – Phase 2	1
Base Mobile Enterprise Test or Training Server Installation (per Server, Includes 1 Mobile Server and 1 Mobile Interface) – Phase 2	1
Mobile Enterprise Administration Training Course (Per class - 1-day up to 3 students) – Phase 2	1
Field Ops Installation and Training Services - Phase 2	1
Base Mobile Enterprise Disaster Recovery Server Installation (per Server, Includes 1 Mobile Server, up to 2 Mobile Interfaces)	1
Mobile Enterprise Build Time and Admin Prep	1
Mobile Enterprise Trainer-The-Trainer Class (4 hour class x 2)	1
<i>Mobile Enterprise Implementation Service Fee(s) Subtotal:</i>	<b>\$26,130.00</b>

**CentralSquare Implementation Service Fee(s) Total: \$98,475.00**

**Project Related Fee(s)**

<b>Product Name</b>	<b>Qty</b>
Project Management	1
Estimated Travel Expenses (To be billed as incurred)	1

**Project Related Fee(s) Total: \$57,765.00**

**System Hardware / Software Service Fee(s)**

Product Name	Qty
eGroup Installation Services – Primary Site	1
eGroup Installation Services – DR Site	1
Public Safety Project Management Services - over eGroup Hardware Installation	1

**System Hardware/Software Service Fee(s) Total: \$70,140.00**

**System Hardware Fee(s)**

Product Name	Qty
System Hardware (eGroup) - Primary Site	1
System Hardware (eGroup) - DR Site	1
Shipping & Handling - Primary Site	1
Shipping & Handling - DR Site	1

**Taxes on Hardware 7.75% \$34,364.52**  
**System Hardware Fee(s) Total: \$482,692.19**

**Subscription Fee(s)**

Product Name	Qty
Field Ops - Companion Pricing (to be transferred from SBSO) - Phase 2	10

**Subscription Fee(s) Total: \$0.00**

**Annual Maintenance Fee(s) (Year 1)**

Product Name	Support Level
CAD Enterprise Browser (A - 1-40 Concurrent Users) – Phase 2	24 x 7
CAD Enterprise Mapping Phase 2	24 x 7
CAD Enterprise Position Phase 2	24 x 7
CAD Enterprise the Archive Server Software Phase 2	24 x 7
CAD Enterprise Disaster Recovery System Maintenance (A - 1-5 Users) - Phase 2	
Enterprise CAD Routing Server - Disaster Recovery - Phase 2	
CAD Enterprise Routing Server - Test or Training System - Phase 2	
CAD Enterprise Test or Training System - Phase 2	
Mobile Enterprise Disaster Recovery System - Phase 2	
Mobile Enterprise Test or Training System Maintenance – Phase 2	
Mobile Enterprise Server Software (Server Tier Increase to C – 101-250 Positions) – Phase 2	24 x 7

Enterprise Mobile AVL Only Device - Phase 2	24 x 7
Standard ANI/ALI Interface – Phase 2	24 x 7
Standard EMD Integration – Phase 2	24 x 7
Standard Station Alert Interface (Locution) – Phase 2	24 x 7
Standard Logging Recorder Interface - Phase 2	24 x 7
Standard CAD Enterprise to External System Incident Data Transfer Interface - Phase 2 (ImageTrend FRMS)	24 x 7

**Annual Maintenance Fee(s) (Year 1) Total: \$67,722.57**

<b>Sub-Total prior to Tax/Year 1 Maintenance:</b>	<b>\$ 1,070,835.35</b>
<b>Sub-Total with Year 1 Maintenance:</b>	<b>\$ 1,138,557.92</b>
<b>Tax on Hardware 7.75%:</b>	<b>\$ 34,364.52</b>
<b>Sub-Total with Year 1 Maintenance &amp; Tax:</b>	<b>\$ 1,172,922.44</b>

\*All support fees from the Phase 1 contract and assignment addendum shall carry over to this Phase 2 contract and shall continue to be due annually with both Phases first annual payment due upon Go Live of Phase 2.

**Phase 1 Annual Maintenance Fee(s) (Year 1)**

Product Name	Support Level	Qty
CAD Enterprise 911 Simulator - Phase 1	24 x 7	1
CAD Enterprise Mapping Test or Training - Phase 1		4
CAD Enterprise Routing Server – Phase 1	24 x 7	1
CAD Enterprise Server Software (B - 6-20 Positions) - Phase 1	24 x 7	1
CAD Enterprise The GISLink Utility Position - Phase 1	24 x 7	1
Mobile Enterprise Mapping Test or Training – Phase 1		1
Mobile Enterprise Server Software (A – 1-40 Positions) Phase 1	24 x 7	1
Standard EMD Integration – Phase 1	24 x 7	5
Standard Alpha Numeric Paging Interface – Phase 1	24 x 7	1

**Phase 1 Annual Maintenance Fee(s) (Year 1) Total: \$18,678.00**

**Software Licenses to be Assigned – Annual Maintenance Fee(s) (Year 1)**

Product Name	Support Level	Qty
CAD Enterprise Mapping	24 x 7	3
CAD Enterprise Position	24 x 7	3



Standard Station Alert Interface – Zetron	24 x 7	1
Mobile AVL Only Device	24 x 7	9
Mobile Enterprise Base Position	24 x 7	64
Mobile Enterprise Base Position (Mobile Desktop Client)	24 x 7	2
CAD Enterprise API - Customer	24 x 7	1

**Software Licenses to be Assigned - Annual Maintenance Fee(s) (Year 1) Total: \$34,258.38**

**Subscription Service Licenses to be Assigned – Subscription Fee(s) (Year 1)**

Product Name	Support Level	Qty
Field Ops - Companion Pricing (to be transferred from SBSO) - Phase 2	24 x 7	10

**Subscription Service Licenses to be Assigned – Subscription Fee(s) (Year 1) Total: \$1,408.55**

**Phase 2 Total with Year 1 Maintenance & Tax: \$ 1,227,267.37**

**PAYMENT TERMS**

CentralSquare’s standard payment terms are as follows:

- 20% Due at project kick off of Phase 2
- 30% Due at completion of software installation
- 30% Due at completion of Functional Acceptance Testing (FAT)
- 20% Due at Go-Live of Phase 2

Travel (billed as incurred)

100% Hardware and third-party software due at time of order

100% of support fees (including support fees from Phase 1) shall be due upon Go Live of Phase 2

INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS

Deliver To:

Santa Barbara County Fire Protection District  
 4410 Cathedral Oaks Road  
 Santa Barbara CA 93110

### ADDENDUM A-3

#### *Subscription Service License & Use Addendum*

##### *I. Services; Software.*

- A. Under the terms of this Addendum, CentralSquare will be responsible for providing the following services (“Services”):
- (i) Hosting CentralSquare’s software (“Software”) for its online programs and corresponding module(s) as indicated in Addendum A-2 of this Agreement;
  - (ii) Providing the District with technical support for the Software as set forth in Addendum B (“Software Support Addendum”), database hosting and other related services;
  - (iii) Providing the District with remote access to search District’s data and, if purchased, report on District’s data through the Software and the applicable database(s) for Authorized Users for 24 hours per day, 7 days per week, except as otherwise provided in Addendum B hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in Section 20 of the Agreement;
  - (iv) Providing the District with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist District with its use of the Software (“Documentation”);
  - (v) Enabling District to update the applicable databases and obtain the agreed upon data processing output;
  - (vi) Providing any other Software related services stated in Addendum A-1 (together, the “Subscription Services”);
  - (vii) Providing the District with initial training as stated in Addendum A-1; and
  - (viii) Populating the Software and the associated database(s) with District Information and otherwise assist District with the setup of the Software (together, the “Implementation Services”).
  - (ix) If applicable, CentralSquare and District shall mutually agree in writing on a schedule for transfer of data from District’s existing system to the applicable Subscription application.

- B. This Addendum allows District to use the Software located on CentralSquare's servers, to which District will be granted limited remote access. District shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.

**II. License; Access.**

- A. Provided that District has paid the applicable Fees (as defined in Addendum A-2 of the Agreement), CentralSquare grants to District a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare's servers, through District's computer(s) for District's internal operational use only for the Term unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the District. The Subscription Services may only be accessed by an Authorized User. District is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Addendum, an "Authorized User" is an individual (i) who is an employee of District, a contractor or other representative of District and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. District is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. District shall assign a "District Administrator" to provide such password management and control. Upon request by District, additional Authorized Users' passwords shall be activated by CentralSquare.
- D. District acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on District utilizing and maintaining proper password control obligations and procedures. In the event that District has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, District shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from District without further notice to District or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the District and use of these passwords within District's organization in compliance with the terms of this Addendum.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified in Addendum A-2.

**III. Fees; Payment; Taxes.**

- A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, District shall pay those fees and charges set forth in Addendum A-2 (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.

**IV. District Responsibilities.**

- A. District is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable CentralSquare Subscription application.

**V. Ownership.**

- A. CentralSquare owns all rights and title in and to the subscriptions and Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, District agrees that the Subscription Services' screens and any output of the Services, excepting the District Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and District agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Addendum shall be construed as granting District any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Addendum.

District agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from District including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the District Information and PHI, or CJIS data.

As between the parties, CentralSquare agrees that all District Information provided to CentralSquare under this Addendum for CentralSquare's use in connection with the Subscription Services is the property of District; provided, however, CentralSquare shall have the right to retain District Information in accordance with its obligations under the terms of this Addendum in the event that the return or the destruction of any District Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Addendum.

- B. District will not have the ability to copy the District Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

**ADDENDUM A-4****EQUIPMENT****Site: Primary**

<b>Nutanix NX-3170N G8 3-Node Appliance with 3-Year of Production Hardware Support Each Node Includes: (2) 3.6GHz 8-Core CPU, 512GB Memory (8 x 64GB), (4) 3.84TB SSD, and Dual Port 25Gb Network Card</b>		
3	NX-3170-G8-6334-CM	NX-3170-G8 1NODE 2X INTEL XEON PERP GOLD 6334 PROCESSOR
24	C-MEM-64GB-3200-CM	64GB MEMORY MODULE 3200MHZ DDR4MEM RDIMM
3	C-HDD-NONE-CM	NO HDD INCLUDED CPNT
12	C-SSD-3.84TB-A-CM	3.84TB SSD DRV
3	C-NIC-25G2D1-CM	BROADCOM 25/10GBE 2PORT NIC DRV BCM57414 TRANSCEIVER NOT INCLUDED
6	C-PSU-2000-A-CM	2000W POWER SUPPLY UNIT 10 PWR
6	C-PWR-4FC13C14B-CM	4FT C13/C14 15A POWER CORD PWR
3	S-HW-PRD	24/7 PRODUCTION LEVEL HW SUP SVCS FOR HCI APPL
36	SUPPORT-TERM	SUP TERM IN MONTHS SVCS
<b>(1) Cohesity C5016 4-node 48TB cluster with Cohesity DataProtect 3-Year Service Subscription provisioned for 15TB, 5TB of SmartFiles 3-Year Service Subscription all with 3-Year Premium 24x7 support</b>		
1	C5016-10G-SFP-4	C5016-SFP FOUR -4 NODE BLOCK WITH 48 TB SECURE ERASE HDD, 6.4 TB PCI-E FLASH, 256 GB RAM, 16X 10GBE SFP+ PCIE, 4X IPMI; HARDWARE ON LY
1	CS-P-C5016-10G-SFP-4	PREMIUM (24X7) SUPPORT FOR C5016
8	CBL-10G-SFP-005	CABLE, 10G, SFP+, TWINAX, 5M
15	SVC-DATAPROTECT	COHESITY DATAPROTECT SERVICE SUBSCRIPTION (1 TB). BACKUP AND RECOVERY ACROSS ON-PREM AND CLOUD WORKLOADS. SUBSCRIPTION PER TB OF USABLE STORAGE CAPACITY.
5	SVC-SMARTFILES	COHESITY SMARTFILES SERVICE SUBSCRIPTION (1 TB). FILE AND OBJECT SERVICES ACROSS ON-PREM AND CLOUD WORKLOADS, INCLUDING TIERING AND SMARTFILES APPS. SUBSCRIPTION PER TB OF USABLE STORAGE CAPACITY.
<b>Data Center:</b>		
<b>(2) Fortinet 1048E FortiSwitch switches with 3 year 24x7 Support</b>		
2	FS-1048E	LAYER 2/3 FORTIGATE SWITCH CPNT CONTROLLER
12	FN-TRAN-GC	1GE SFP RJ45 TRANS MODULE FOR PERP ALL SYST W/SFP & SFP/SFP+ SLOTS
18	FN-TRAN-SFP+SR	10GE SFP+ TRANS MODULE SHORT PERP RANGE SYST W/SFP+ & SFP/SFP+ SLOTS

2	SP-CABLE-FS-QSFP+1	40GE QSFP+ PASSIVE DIRECT CABL ATTACH CABLE
2	FC10-1E48F-247-02-36	FORTISWITCH-1048E 3YR 24X7 FC PERP
<b>Firewall:</b>		
<b>(2) Fortinet FortiGate 101F appliances with 3 year FortiGuard UTM protection/subscription</b>		
2	FG-101F-BDL-950-36	FORTIGATE-101F HW PLUS 3YR 24X7SVCS FORTICARE & FORTIGUARD
<b>WAN Switch:</b>		
<b>(2) Fortinet FortiSwitch FS-124E Ethernet 24 Port Switches with 3-year 24x7 Support</b>		
2	FS-124E	L2 SWITCH PERP
2	FC10-WP12E-247-02-36	3YR 24X7 FORTICARE CONTRACT SVCS
<b>Client Access:</b>		
<b>(2) Fortinet FortiSwitch 124F-FPOE Ethernet 24 Port Switches with 3-year 24x7 Support</b>		
2	FS-124F-FPOE	L2+ MNGD POE SW W/24GE+4SFP+ PERP 24P POE WITH MAX 370W LIMIT
2	FC10-S124F-247-02-36	3YR 24X7 FORTICARE CONTRACT SVCSVCS FOR FORTISWITCH-124F-FPOE
<b>(1) HPE DL380 G10 Management server with (1) Xeon Silver 2.3GHz 16 core CPU, 64GB memory (4 x 16GB), (2) 1.92TB SSDs, (1) 10GbE 2-port network adapter, (1) Intel i350 4-port 1GbE Base-T network card, (1) Broadcom MR216i-a MegaRAID controller, and 3 year iLo Advanced license/support</b>		
1	P05172-B21	HPE DL380 Gen10+ 8SFF NC CTO Svr
1	P05172-B21 ABA	HPE DL380 Gen10 ICX CTO Mod-X 8SFF
1	P36922-B21	INT Xeon-S 4314 CPU for HPE
1	P36922-B21 OD1	Factory Integrated
4	P06031-B21	HPE 16GB 2Rx8 PC4-3200AA-R Smart Kit
4	P06031-B21 OD1	Factory Integrated
1	P27194-B21	HPE DL300 Gen10+ 2U 8SFF x1Tmode U.3 Kit
1	P27194-B21 OD1	Factory Integrated
2	P40504-B21	HPE 1.92TB SATA MU SFF BC MV SSD
2	P40504-B21 OD1	Factory Integrated
1	P37038-B21	HPE DL380 Gen10+ x8/x16/x8 Prim FIO Kit
1	P21933-B21	HPE 10GbE 2P SFP+ QL41132 Adptr
1	P21933-B21 OD1	Factory Integrated
1	P26325-B21	Broadcom MR216i-a Cntrl for HPE Gen10+
1	P26325-B21 OD1	Factory Integrated
1	P08449-B21	INT I350 1GbE 4p BASE-T OCP3 Adptr
1	P08449-B21 OD1	Factory Integrated
8	455883-B21	HPE BLc 10G SFP+ SR Transceiver
8	455883-B21 OD1	Factory Integrated
1	339778-B21	HPE Raid 1 Drive 1 FIO Setting
2	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit
2	P38995-B21 OD1	HPE 800W II FS Plat HtPlg Pwr Supply Kit
1	BD505A	HPE iLO Adv 1-svr Lic 3yr Support

1	BD505A 0D1	Factory Integrated
1	P13771-B21	HPE Gen10 Plus TPM BR Module Kit
1	P13771-B21 0D1	Factory Integrated
1	P22018-B21	HPE DL38X Gen10+ 2U SFF EI Rail Kit
1	P22018-B21 0D1	Factory Integrated
1	P37034-B21	HPE DL380 Gen10+ Stnd Heat Sink Kit
1	P37034-B21 0D1	Factory Integrated
8	QK732A	HPE Premier Flex LC/LC OM4 2f 1m Cbl
<b>Production Site - 16 port KVM Console and MISC Cables</b>		
1	KVM-160217IP	16-Port x2 Users Cat5e/6 1U Rack-Mount USB KVM Switch with 17" Full HD 1080P LCD and IP Remote Access, 16 Interface Modules Included
1	Cables/Modules	Misc Cables and Modules

## Site: Disaster Recovery

<b>Nutanix NX-3170N G8 3-Node Appliance with 3-Year of Production Hardware Support</b> <b>Each Node Includes: (2) 3.6GHz 8-Core CPU, 512GB Memory (8 x 64GB), (4) 3.84TB SSD, and Dual Port 25Gb Network Card</b>		
3	NX-3170-G8-6334-CM	NX-3170-G8 1NODE 2X INTEL XEON PERP GOLD 6334 PROCESSOR
24	C-MEM-64GB-3200-CM	64GB MEMORY MODULE 3200MHZ DDR4MEM RDIMM
3	C-HDD-NONE-CM	NO HDD INCLUDED CPNT
12	C-SSD-3.84TB-A-CM	3.84TB SSD DRV
3	C-NIC-25G2D1-CM	BROADCOM 25/10GBE 2PORT NIC DRV BCM57414 TRANSCEIVER NOT INCLUDED
6	C-PSU-2000-A-CM	2000W POWER SUPPLY UNIT 10 PWR
6	C-PWR-4FC13C14B-CM	4FT C13/C14 15A POWER CORD PWR
3	S-HW-PRD	24/7 PRODUCTION LEVEL HW SUP SVCS FOR HCI APPL
36	SUPPORT-TERM	SUP TERM IN MONTHS SVCS

<b>Data Center:</b> <b>(2) Fortinet 1048E FortiSwitch switches with 3 year 24x7 Support</b>		
2	FS-1048E	LAYER 2/3 FORTIGATE SWITCH CPNT CONTROLLER
12	FN-TRAN-GC	1GE SFP RJ45 TRANS MODULE FOR PERP ALL SYST W/SFP & SFP/SFP+ SLOTS
20	FN-TRAN-SFP+SR	10GE SFP+ TRANS MODULE SHORT PERP RANGE SYST W/SFP+ & SFP/SFP+ SLOTS
2	SP-CABLE-FS-QSFP+1	40GE QSFP+ PASSIVE DIRECT CABL ATTACH CABLE
2	FC10-1E48F-247-02-36	FORTISWITCH-1048E 3YR 24X7 FC PERP
<b>Firewall:</b>		



<b>(1) Fortinet FortiGate 101F appliance with 3 year FortiGuard UTM protection/subscription</b>		
1	FG-101F-BDL-950-36	FORTIGATE-101F HW PLUS 3YR 24X7SVCS FORTICARE & FORTIGUARD
<b>Client Access:</b>		
<b>(2) Fortinet FortiSwitch 124F-FPOE Ethernet 24 Port Switches with 3-year 24x7 Support</b>		
2	FS-124F-FPOE	L2+ MNGD POE SW W/24GE+4SFP+ PERP 24P POE WITH MAX 370W LIMIT
2	FC10-S124F-247-02-36	3YR 24X7 FORTICARE CONTRACT SVCSVCS FOR FORTISWITCH-124F-FPOE

<b>DR Site Cables</b>		
1	Cables/Modules	Misc Cables and Modules

**ADDENDUM A-5****SYSTEM SOFTWARE****Site: Primary**

<b>3-Year Nutanix Cloud Infrastructure Ultimate Subscription Licenses with Production Software Support for up to (48) Cores</b>		
48	SW-NCI-ULT-PR	SUB ULT & PROD SW SUP SVC FOR 1MLIC CPU CORE
36	TERM-MONTHS	TERM IN MONTHS LICS
<b>Microsoft pricing is only valid for the month in which it is quoted, pricing will be revalidated the month it is ordered</b>		
<b>(24) 3-year Microsoft Open Value Agreement for Microsoft Windows Server Datacenter Edition License &amp; Software Assurance; Billed Upfront &amp; 2-Cores per license</b>		
24	9EA-00705	Microsoft Windows Server Datacenter Edition - License & Software Assurance - 2 Core, 3 Year Acquired Full Pay
5	228-07285	Microsoft SQL Server Standard Edition - License & Software Assurance - 1 Server - 3 Year Acquired Full Pay

**Site: Disaster Recovery**

<b>3-Year Nutanix Cloud Infrastructure Ultimate Subscription Licenses with Production Software Support for up to (48) Cores</b>		
48	SW-NCI-ULT-PR	SUB ULT & PROD SW SUP SVC FOR 1MLIC CPU CORE
36	TERM-MONTHS	TERM IN MONTHS LICS

<b>Microsoft pricing is only valid for the month in which it is quoted, pricing will be revalidated the month it is ordered</b>		
<b>(24) 3-year Microsoft Open Value Agreement for Microsoft Windows Server Datacenter Edition License &amp; Software Assurance; Billed Upfront; 2-Cores per license</b>		
24	9EA-00705	Microsoft Windows Server Datacenter Edition - License & Software Assurance - 2 Core, 3 Year Acquired Full Pay

NOTE: Additional District responsibilities regarding licensing requirements for System Software for continued maintenance, including system expansion, are provided in the System Planning Document.

**ADDENDUM A-6**  
**SUBCONTRACTOR SERVICES**

eGroup will provide the below services as defined in the Statement of Work's Appendix E. eGroup registers the hardware, software, and maintenance under ownership of the District; the District is to reach out to the respective manufacturer directly if any issues were to arise during the length of the warranty period.

**Services for Primary Site Installation**

<b>Part</b>	<b>Product Description</b>	<b>Quantity</b>
EGPS_SiteSurvey	Site Survey (Per Site)	1
EGPS_PM	Project Management (Per Site)	1
EGPS_TRAVEL	Travel Expense per Week	2
EGPS_Fortinet	Install and Configure Fortinet	1
EGPS_Nutanix	Install and Configure Nutanix	1
EGPS_Cohesity	Install and Configure Cohesity	1

**Services for Disaster Recovery Site Installation**

<b>Part</b>	<b>Product Description</b>	<b>Quantity</b>
EGPS_SiteSurvey	Site Survey (Per Site)	1
EGPS_PM	Project Management (Per Site)	1
EGPS_Travel	Travel Expense (Per Week)	1
EGPS_Fortinet	Install and Configure Fortinet	1
EGPS_Nutanix	Install and Configure Nutanix	1
EGPS_Replication	Install and Configure Replication Software	1

## **ADDENDUM A-7**

### **SUPPORT FEES**

Support fees for the initial term begin at first Go Live for the CentralSquare Software and end twelve (12) months thereafter. Phase 1 Support fees shall carry over and be due in accordance with this Phase 2 Agreement.

Prior to the end of the then current support term, and each subsequent annual support term, CentralSquare will forward an invoice to District for the annual support and subscription fee, which fees are subject to increase at a rate of 5% each year. Any increase in the CentralSquare Software licenses granted to District will result in an increase in the Software Support fee.

CentralSquare's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

## **ADDENDUM A-8**

### **PRICING ASSUMPTIONS**

CentralSquare's price is presented based upon the following assumptions:

- All services required by District to support the project will be delivered according to the agreed to Statement of Work and Project Schedule.
- All services will be performed during normal business hours unless explicitly stipulated in this quotation for specific service deliverables.
- CentralSquare's proposed pricing includes modifications to the CentralSquare products necessary to support the proposed interfaces, but does not include modifications that might be required to the existing and/or agency-supplied products that are not included in the pricing.
- Pricing includes CentralSquare's standard Acceptance Test provisions. Additional Acceptance Test pricing may be required if District identifies Acceptance Test requirements that exceed CentralSquare's standard Acceptance Test provisions.
- All prerequisite computer hardware, system software, peripherals, network components, etc., not included in the proposed pricing, will be provided by District according to CentralSquare's recommended standards and according to the agreed to Statement of Work and Project Schedule.
- Shipping and taxes (if applicable), unless explicitly identified as included herein, are not contained in the pricing.
- Subscription fees will be billed annually in advance.

**ADDENDUM A-9**

ENTERPRISE SYSTEM PLANNING GUIDE

(TO BE PROVIDED AS A DELIVERABLE)

## ADDENDUM B

### SOFTWARE SUPPORT ADDENDUM

This Support & Maintenance Addendum describes support and maintenance relating to technical support that CentralSquare will provide to District during the Term of the Agreement.

#### 1. Product Updates and Releases

- 1.1. Software Version. “Software Version” means the base or core version of the Software that contains significant new features and significant fixes and is available to the District. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal “Update” to the Software. If District is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the District with the Update and related Documentation at no extra charge.
- 1.3. Releases. District shall agree to install and/or use any Release provided by CentralSquare within one year to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

#### 2. Telephone Support & Support Portal

- 2.1. CentralSquare shall provide to District, 24/7 via toll-free phone number 833-278-7877. CentralSquare shall provide to District, commercially reasonable efforts in solving errors reported by the District as well as making available an online support portal. District shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and District and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then District shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. District must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access in accordance with the Remote Access Policy.

### **3. Website Support**

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering District the ability to resolve its own problems with access to CentralSquare's most current information. District will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow District to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

### **4. Exclusions from Technical Support Services**

CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to District by CentralSquare ("Nonqualified Product"). District shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

### **5. District Responsibilities**

In connection with CentralSquare's provision of technical support as described herein, District acknowledges that District has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 5.2 Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 Maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 District shall remain solely responsible at all times for the safeguarding of District's proprietary, confidential, and classified information; and



5.8 Reasonably ensure that the designated computer system is isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix: The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Support & Maintenance Addendum. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
<b>Priority 1 – Urgent</b>	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
<b>Priority 2 – Critical</b>	A high-impact problem that disrupts the customer’s operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.

<p><b>Priority 3 – Non-Critical</b></p>	<p>A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.</p>	<p>Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative.</p> <p>Non-Critical Priority 3 issues may also be reported via <a href="https://support.centrsquare.com/s/contact-us">https://support.centrsquare.com/s/contact-us</a></p>
<p><b>Priority 4 – Minor</b></p>	<p>Cosmetic or documentation errors, including District technical questions or usability questions.</p>	<p>Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative.</p> <p>Minor Priority 4 issues may also be reported via <a href="https://support.centrsquare.com/s/contact-us">https://support.centrsquare.com/s/contact-us</a></p>

**7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the District’s environment, hardware or ancillary systems, or due to District corrupt, incomplete, or inaccurate data reported to the Software, or documented defect.
- 7.2. denial of reasonable access to District’s system or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Software by District where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by District or its subcontractors, of communications links necessary to the proper performance of the Software.
- 7.4. a force majeure event, or the negligence, intentional acts, or omissions of District or its agents.

**8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and

priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Urgent</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the District to resume live operations on the production System.	CentralSquare will work continuously to provide the District with a solution that allows the District to resume live operations on the production system.  CentralSquare will resolve the issue as soon as possible and not later than twenty-four (24) hours after notification.
<b>Priority 2 – Critical</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the District to resume normal operations on the production System.	CentralSquare will work continuously to provide the District with a solution that allows the District to resume normal operations on the production System.  CentralSquare will resolve the issue as soon as possible and not later than thirty-six (36) hours after notification.
<b>Priority 3 – Non - Critical</b>	CentralSquare will provide a procedural or configuration workaround that allows the District to resolve the problem.	CentralSquare will work to provide the District with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the District and CentralSquare’s User base. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Minor</b>	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the District with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

**9. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Addendum.

9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production environment service requests.

**10. Training.** Outside the scope of training services purchased, if any, District is responsible for the training and organization of its staff in the operation of the Software.

**11. Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and District may request consulting and development work from CentralSquare as a separate billable service.

**ADDENDUM C**

SUBCONTRACTOR WARRANTY, SUPPORT AND MAINTENANCE AGREEMENTS

(ATTACHED, IF APPLICABLE)

NOT APPLICABLE

**ADDENDUM D**

**SUBCONTRACTOR LICENSE AGREEMENTS**

(ATTACHED, IF APPLICABLE)

NOT APPLICABLE

## **ADDENDUM E**

### **Indemnification and Insurance Requirements (For Professional Service Contracts)**

For purposes of this Addendum E, "County" includes the County of Santa Barbara and the Santa Barbara County Fire Protection District. For purposes of this Addendum E, CentralSquare Technologies, LLC is referred to as "CONTRACTOR".

#### **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR shall not be required to indemnify COUNTY for any claims or actions caused to the extent of the negligence or wrongful act of COUNTY, its employees, agents, or contractors.

#### **INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

#### **LIMITATION OF LIABILITY**

NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF CENTRALSQUARE FOR ANY CLAIM OR DAMAGE ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, BY WAY OF INDEMNIFICATION OR UNDER STATUTE SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED (I) THE PHASE 2 TOTAL WITH YEAR 1 MAINTENANCE & TAX AS SHOWN IN ADDENDUM A-2 OF THIS AGREEMENT OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY ERRORS AND OMISSIONS, OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER, THE LESSER OF THE COVERAGE LIMITS OF SUCH INSURANCE OR THE AMOUNT ACTUALLY PAID TO CENTRALSQUARE OR COUNTY BY THE APPLICABLE INSURANCE CARRIER FOR SUCH DAMAGE. THE COUNTY HAS A RIGHT TO CONSENT TO ANY SETTLEMENT AND SUCH CONSENT WILL NOT BE UNREASONABLY WITHHELD. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CONTRACTOR'S INDEMNITY OR ANY INDEMNITY OBLIGATIONS STATED IN THIS CONTRACT.

#### **WAIVER OF CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY

HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or its equivalent covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 or its equivalent covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR’S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Technology E&O/Cyber Liability:** Insurance appropriate to the CONTRACTOR’S profession, with limits of no less than \$10,000,000 per claim/aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment



furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance.

2. **Primary Coverage** – Except for Professional/Cyber Liability and Workers' Compensation, any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – CONTRACTOR will provide at least fifteen (15) days notice prior to any cancellation.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, in the form of a Certificate of Insurance before work commences.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.
9. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

## ADDENDUM F

### HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between the Covered Entity, the Santa Barbara County Fire Protection District (referred to herein as “District”) and the Business Associate, CentralSquare Technologies, LLC (referred to herein as “CentralSquare”).

#### RECITALS

District may disclose certain information to CentralSquare pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

District and CentralSquare intend to protect the privacy and provide for the security of PHI disclosed to CentralSquare pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require District to enter into a contract containing specific requirements with CentralSquare prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by District to CentralSquare or created or received by CentralSquare on District's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of CentralSquare

- a. **Permitted Uses.** CentralSquare shall not use Protected Information except for the purpose of performing CentralSquare's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, CentralSquare shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by District. However, CentralSquare may use Protected Information (i) for the proper management and administration of CentralSquare, (ii) to carry out the legal responsibilities of CentralSquare, or (iii) for Data Aggregation purposes for the Health Care Operations of District [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** CentralSquare shall not disclose Protected Information except for the purpose of performing CentralSquare's obligations under the Agreement and as permitted under the Agreement and this BAA. CentralSquare shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by District. However, CentralSquare may disclose Protected Information (i) for the proper management and administration of CentralSquare; (ii) to carry out the legal responsibilities of CentralSquare; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of District. If CentralSquare discloses Protected Information to a third party, CentralSquare must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify CentralSquare of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** CentralSquare shall not use or disclose Protected Information for fundraising or marketing purposes. CentralSquare shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. CentralSquare shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of District and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by District to CentralSquare for services provided pursuant to the Agreement. CentralSquare shall mitigate, to the extent practicable, any harmful effect that is known to CentralSquare of a use or disclosure of PHI by CentralSquare in violation of this Agreement, the BAA, or the HIPAA Regulations.

- d. **Appropriate Safeguards.** CentralSquare shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. CentralSquare shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** CentralSquare shall report to District in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than five (5) business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **CentralSquare's Subcontractors and Agents.** CentralSquare shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to CentralSquare with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. CentralSquare shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** To the extent that the District keeps a designated record set then CentralSquare shall make Protected Information maintained by CentralSquare or its agents or subcontractors in Designated Record Sets available to District for inspection and copying within five (5) days of a request by District to enable District to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If CentralSquare maintains an Electronic Health Record, CentralSquare shall provide such information in electronic format to enable District to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI for CentralSquare who is Required to Maintain a Record Set.** If CentralSquare is required to maintain a designated record set on behalf of the District the CentralSquare shall within ten (10) days of receipt of a request from District for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, CentralSquare or its agents or subcontractors shall make such Protected Information available to District for amendment and incorporate any such amendment to enable District to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from CentralSquare or its agents or subcontractors, CentralSquare must notify District in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by CentralSquare or its agents or subcontractors shall be the responsibility of District [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by District of a request for an accounting of disclosures of Protected Information, CentralSquare and its agents or subcontractors shall make available to District the information required to provide an accounting of disclosures to enable District to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by District. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that CentralSquare maintains an electronic health record and is subject to this requirement. At a

minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to CentralSquare or its agents or subcontractors, CentralSquare shall within five (5) days of a request forward it to District in writing. It shall be District's responsibility to prepare and deliver any such accounting requested. CentralSquare shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

- j. **Governmental Access to Records.** CentralSquare shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to District and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining CentralSquare's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. CentralSquare shall provide to District a copy of any Protected Information that CentralSquare provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** CentralSquare (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. CentralSquare understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** CentralSquare acknowledges that CentralSquare has no ownership rights with respect to the Protected Information.
- m. **CentralSquare's Insurance.** CentralSquare represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
- n. **Notification of Possible Breach.** During the term of the Agreement, CentralSquare shall notify District within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which CentralSquare becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. CentralSquare shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. **Breach Pattern or Practice by District.** Pursuant to 42 U.S.C. Section 17934(b), if CentralSquare knows of a pattern of activity or practice of the District that constitutes a material breach or violation of the District's obligations under the Agreement or this BAA or other arrangement, CentralSquare must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CentralSquare must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. CentralSquare shall provide written notice to District of any pattern of activity or practice of the District that CentralSquare believes constitutes a material breach or violation of the District's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with District to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by District, CentralSquare and its agents or subcontractors shall allow District to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure

of Protected Information pursuant to this BAA for the purpose of determining whether CentralSquare has complied with this BAA; provided, however, that (i) CentralSquare and District shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) District shall protect the confidentiality of all confidential and proprietary information of CentralSquare to which District has access during the course of such inspection; and (iii) District shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by CentralSquare, (iv) District shall be responsible for any and all expenses incurred by District to perform such audit. The fact that District inspects, or fails to inspect, or has the right to inspect, CentralSquare's facilities, systems, books, records, agreements, policies and procedures does not relieve CentralSquare of its responsibility to comply with this BAA, nor does District's (i) failure to detect or (ii) detection, but failure to notify CentralSquare or require CentralSquare's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of District's enforcement rights under the Agreement or this BAA, CentralSquare shall notify District within ten (10) days of learning that CentralSquare has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

- q. **Compliance with HIPAA Workforce Training.** As set forth in section 164.530 of 45 CFR CentralSquare is expected to adhere to the Health Insurance Portability and Accountability Act (HIPAA) regulations to the extent necessary to comply with District's legal obligations and to develop and maintain comprehensive consumer confidentiality policies and procedures, provide annual training of all affected staff regarding those policies and procedures including Security and Privacy safeguards, and demonstrate reasonable effort to secure written and/or electronic data to document the provision of such training and agrees to make available to the District upon request. The parties should anticipate that this agreement will be modified as necessary for full compliance with HIPAA.

### 3. Termination

- a. **Material Breach.** A breach by CentralSquare of any provision of this BAA, as determined by District, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** District may terminate the Agreement, effective immediately, if (i) CentralSquare is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the CentralSquare has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, CentralSquare shall, at the option of District, return or destroy all Protected Information that CentralSquare or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, CentralSquare shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If District elects destruction of the PHI, CentralSquare shall certify in writing to District that such PHI has been destroyed.

### 4. Indemnification

CentralSquare shall indemnify, defend, save, and hold District harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this BAA; however, CentralSquare shall not be required to indemnify District for any claims or actions caused to the extent of the negligence or wrongful act of District, its employees,

agents, or contractors.

## **5. Disclaimer**

District makes no warranty or representation that compliance by CentralSquare with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for CentralSquare's own purposes. CentralSquare is solely responsible for all decisions made by CentralSquare regarding the safeguarding of PHI.

## **6. Certification**

To the extent that District determines that such examination is necessary to comply with District's legal obligations pursuant to HIPAA relating to certification of its security practices, District or its authorized agents or contractors, may, at District's expense, examine CentralSquare's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to District the extent to which CentralSquare's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

## **7. Amendment to Comply with Law**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that District must receive satisfactory written assurance from CentralSquare that CentralSquare will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. District may terminate the Agreement upon thirty (30) days written notice in the event (i) CentralSquare does not promptly enter into negotiations to amend the Agreement or this BAA when requested by District pursuant to this Section or (ii) CentralSquare does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that District, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

## **8. Assistance in Litigation of Administrative Proceedings**

CentralSquare shall make itself, and any subcontractors, employees or agents assisting CentralSquare in the performance of its obligations under the Agreement or this BAA, available to District, at no cost to District, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against District, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where CentralSquare or its subcontractor, employee or agent is named adverse party.

## **9. No Third-Party Beneficiaries**

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than District, CentralSquare and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## **10. Effect on Agreement**

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

## **11. Entire Agreement of the Parties**

This BAA supersedes any and all prior and contemporaneous CentralSquare agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof.



District and CentralSquare acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

## **12. Interpretation**

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

## ADDENDUM G

### CONSENT TO ASSIGNMENT OF SOFTWARE LICENSES

This Consent to Assignment of Software Licenses (“Consent”) is entered into between CentralSquare Technologies, LLC. (“CentralSquare”), the County of Santa Barbara, CA (“Assignor”), and Santa Barbara County Fire Protection District, CA (“Assignee”).

1. TriTech Software Systems and Assignor entered into a System Agreement dated June 27<sup>th</sup>, 2006 (“Agreement”) for the purchase of certain TriTech public safety software applications (“the System”).
2. Subsequent to Assignor’s initial purchase of these software licenses, Assignor desires to assign the software licenses listed in Attachment A (“Software Licenses to Be Assigned”), including without limitation all of the license rights, title, interest and duties thereunder, to Assignee. Following the assignment of these licenses, Assignee will be responsible for all annual software maintenance and support fees.
3. Through asset purchase, CentralSquare has absorbed all assets and ownership rights to all TriTech Software Systems’ intellectual property and contractual obligations, including but not limited to the software licenses listed in Attachment A.
4. In consideration of and subject to the conditions set forth below, CentralSquare hereby consents to such assignment, to be effective upon the date this Consent is signed by all parties below. This Consent may be signed in counterparts.
5. Assignee hereby accepts such assignment and agrees that these software licenses will be added to and governed by the terms and conditions of Addendum B to this Agreement, Software Support Addendum.
6. Assignee acknowledges and accepts the assigned software licenses support and maintenance shall begin upon Go Live.

**- SIGNATURE PAGE FOLLOWS -**

**COUNTY OF SANTA BARBARA, CA**

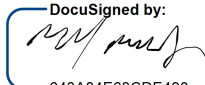
Accepted By (Signature)

Printed Name

Title

Date

**SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, CA**

DocuSigned by:  
  
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Accepted By (Signature)

Mark A. Hartwig

Printed Name

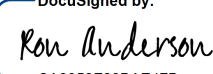
Fire Chief

Title

3/6/2023 | 1:40 PM PST

Date

**CENTRALSQUARE TECHNOLOGIES, LLC.**

DocuSigned by:  
  
CA8953F28BAE47B...

Accepted By (Signature)

Ron Anderson

Printed Name

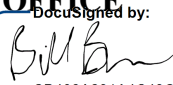
Chief Sales officer

Title

3/6/2023 | 1:00 PM PST

Date

**APPROVED AS TO FORM: SANTA BARBARA COUNTY SHERIFF'S OFFICE**

DocuSigned by:  
  
CB408A291A4C49C...

Accepted by (Signature)

Bill Brown

Printed Name

Bill Brown - Sheriff

Title

3/7/2023 | 1:13 PM PST

Date

**ATTACHMENT A – SOFTWARE LICENSES TO BE ASSIGNED**

<b>License Description/Type</b>	<b>Quantity</b>
CAD Enterprise Mapping	3
CAD Enterprise Position	3
Standard Station Alert Interface – Zetron	1
Mobile AVL Only Device	9
Mobile Enterprise Base Position	64
Mobile Enterprise Base Position (Mobile Desktop Client)	2
CAD Enterprise API - Customer	1
Field Ops – Companion Pricing	10