



## SALES ORDER

### PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Monterey County Emergency Communications Department, CA ("Customer") and TriTech Software Systems, a CentralSquare Technologies company ("CentralSquare"), and shall be effective as of the date of the last signature herein.

**Quote Number:** Q-124411 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

**Statement of Work.** Services for the products purchased under this Sales Order shall be governed by the Statement of Work document attached to this Sales Order as Exhibit "B".

### **Payment Terms.**

#### **Services**

50 % due upon execution of this Sales Order

50 % due at Go-Live

#### **3<sup>rd</sup> Party Services**

100 % due upon execution of this Sales Order

Annual maintenance shall be due one year from Go-Live or completion of services. Annual maintenance is subject to increase of 5% per year.

All invoices shall set forth the amounts claimed by CentralSquare included together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the amount requested or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

**Master Agreement.** This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: System Purchase Agreement dated and signed December 15<sup>th</sup>, 2015 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

**Purchase Order.** Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

**Acceptance of Order Terms.** By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

<b>TriTech Software Systems, a CentralSquare Technologies company</b>	<b>Monterey County Emergency Communications Department</b>
1000 Business Center Drive Lake Mary, FL 32746	1322 Natividad Road Salinas, CA 93906 United States
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

DocuSigned by:  
*Samuel Biderwell* 4/17/2023 | 5:04 PM PD  
61542069561440E...  
County Counsel - Approved as to Legal Form

## Exhibit A

### Quote

**Quote #:** Q-124411

**Primary Quoted Solution:** PSJ Enterprise

**Quote expires on:** April 27, 2023

**Quote prepared for:**

Lee An Magoski

Monterey County Emergency Communications Department

1322 Natividad Road

Salinas, CA 93906

831-755-5111

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Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centalsquare.com](http://www.centalsquare.com).

### WHAT SERVICES ARE INCLUDED?

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DESCRIPTION	TOTAL
1. eGroup Installation Services	10,920.00
2. Public Safety GIS/Analytics Services - Fixed Fee	3,900.00
3. Public Safety Project Management Services - Fixed Fee	7,215.00
4. Public Safety Technical Services - Fixed Fee	31,980.00
<b>Services Total</b>	<b>54,015.00 USD</b>

## QUOTE SUMMARY

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<b>Services Subtotal</b>	54,015.00 USD
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<b>Quote Subtotal</b>	54,015.00 USD
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<b>Discount</b>	- \$0.00 USD
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<b>Quote Total</b>	<b>54,015.00 USD</b>
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## WHAT ARE THE RECURRING FEES?

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<b>TYPE</b>	<b>AMOUNT</b>
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	\$0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## BILLING INFORMATION

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Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## PURCHASE ORDER INFORMATION

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Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

\_\_\_\_\_

Initials:

\_\_\_\_\_

**Exhibit B**

**Statement of Work**

(Attached)



## Summary of Services

### Project: Monterey County ECD, CA – Enterprise Rehost

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

### Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

### Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

### Services Scope of Project

The project includes the following scope of services.

The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions for the products:

Server Name	Function	Environment	Notes
ECCSCAD001	CAD - SQL\DB	Production	
ECCSWEB001	CAD - Web\Browser	Production	FieldOps
ECCSWEB002	CAD - Web\Browser	Production	
ECCSRPT001	CAD - Archive\Reporting	Production	
ECCSMOB001	Mobile - Server	Production	Mobile Interface Prod
ECCSROUT001	Routing Server	Production	
ECCSROUT002	Routing Server	Production	
ECCSTTMS001	TTMS\Proxy\CIM	Production	CLETS Interface
ECCSCADINT001	CAD - Interface Server	Production	Paging and ANI/ALI
ECCSCADINT002	CAD - Interface Server	Production	ARMS
ECCGIS1	GISLink Workstation	Production	
ECCSCADINT004	RMS - Interface Server	Production	Firehouse/ESO/ER
ECCSTRAINCAD	CAD - TEST\TRAIN	Training	
ECCSTRAINWEB	CAD - Web\Browser	Training	
ECCSTRAINTTMS	TTMS\Proxy\CIM	Training	
ECCSTRAINMOB	Mobile - Server	Training	Mobile Interface Train
172.25.87.148		Training	Training GISLink Workstation

Product upgrades will be required to move to the latest supported Operating System and SQL Server versions. The current version of the product will need to be rehosted to an intermediary environment with the latest supported Operating System and SQL Server. Once rehosted on intermediary environment the product will be upgraded to the latest product release. Once the product is upgraded to a supported version of the target Operating System and SQL Server, the product will be rehosted to the target Operating System.

CentralSquare will host a planning meeting between the Technical Services staff and the Client's subject matter experts (IT staff, Operations staff and/or Client Project Manager). CentralSquare will provide a detailed plan for the rehost operation and review with the Client.

CentralSquare will perform verification on all intermediary servers once the Client has created and provided access to them. CentralSquare will install SQL Server on new servers which require SQL Server. CentralSquare will install CentralSquare applications on the new servers.

CentralSquare Support will perform version upgrades to the CentralSquare products and provide documentation on feature releases.

CentralSquare will perform verification on all servers once the Client has created and provided access to them. CentralSquare will install SQL Server on new servers which require SQL Server. CentralSquare will install CentralSquare applications on the new servers and migrate some configuration prior to Go Live.

CentralSquare in conjunction with the client will migrate each new server into production in turn according to the project plan developed as part of the project. CentralSquare will migrate databases to the new SQL Instances as part of this operation. CentralSquare will migrate configuration and Interfaces as part of this operation.

CentralSquare Technical Services Engineer to update CentralSquare documentation with all new Operating System, SQL version and configuration data.

**Note** for Disaster Recovery SQL Server protected systems the SQL Server version of Production must match the SQL Server version of the DR site.

**Note:** In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e., Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line (i.e., Enterprise Classic and Enterprise Web RMS), SQL Cluster nodes\Availability Groups.

**Note** - Product upgrades may be required to move to the latest supported Operating System and SQL Server versions. For older versions of software on 32-bit operating systems, or for certain version upgrades there is the potential for multiple rehost and upgrade operations to migrate to the latest supported Operating System and SQL Version.

**Note** - Active Directory, Jump Servers and Hypervisor servers are not included in this scope unless explicitly contracted for. It is expected that these will be migrated or replaced by the Client.

#### Assumptions and Client Responsibilities

- Services are proposed for delivery during normal business hours. To ensure the success of every project and availability of support resources from Central Square and various third-party vendors, which vary from site to site, certain limitations are imposed, and a specific definition of business hours is defined. For the purpose of scheduling such activities,
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business hours are defined as 9am-5pm EST, Monday thru Friday, excluding holidays. Services outside of normal business hours shall be scheduled between the hours of 5pm EST Monday and be completed no later than 5pm EST Thursday and incurs additional costs. Delivery of all services will be scheduled to avoid all client, Central Square and/or nationally recognized holidays.

- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third-party hardware or software not specifically listed in the quote or Services Scope.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Client will maintain remote connectivity to the site through CentralSquare's remote connectivity solution.
- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.
- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the System Planning Guide and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third-party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- Client will be responsible for any physical connections to the servers such as serial interface connections.
- Client to run all Windows Critical and Important Updates on all new servers.
- Client to add all servers to the Client's domain and ensure the CentralSquare Console account has local administrative rights on all servers.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.

### Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

### Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.