

Quote #: Q-177262**Primary Quoted Solution:** PSJ Enterprise**Quote expires on:** November 05, 2024**Quote prepared for:**

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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.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Standard Station Alert Interface (OP) Annual Subscription Fee	1	8,600.00	8,600.00
			Software Total	8,600.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	780.00
2.	Public Safety Technical Services - Fixed Fee	3,900.00
	Services Total	4,680.00 USD

QUOTE SUMMARY

Software Subtotal	8,600.00 USD
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Services Subtotal	4,680.00 USD
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Quote Subtotal	13,280.00 USD
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Quote Total	13,280.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	8,600.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

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.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred
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PURCHASE ORDER INFORMATION

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: _____

**Monterey County Emergency Communications
Department**

Signature: _____

Name: _____

Date: _____

Title: _____

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Monterey County ECD, CA: Enterprise: USDD Station Alerting Interface

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

Date	Version	Details/Changes	Author
5/7/24	1.0	Initial SOS	W. Hayashi

Project Scheduling

Parties agree a schedule will be provided for services within **sixty days** from the execution of the applicable quote.

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.

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 Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Customer desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

Services Scope of Project

The project includes the following scope of services.

CentralSquare will install and configure the following Interface:



Standard Interface	Description
Interface Name	Station Alerting (USDD Phoenix G2)
Interface Description	The CAD Enterprise standard Station Alerting Interface will work with the US Digital Designs Phoenix G2 Station Alerting. The Phoenix G2 Station Alerting System consists of a Communications Gateway that interfaces with CAD, allows system management and monitoring, communicates with Station Controller devices located in stations. Upon an Enterprise CAD System dispatch event, the Enterprise CAD Interface shall pass dispatch assignment information to the Phoenix G2 System. The Phoenix G2 Alerting System Server shall receive the CAD dispatch data and perform programmed station alerting functions for the stations involved.
Subsystem	CAD
Direction	Export
Interface Document Name	IRD - USDD Station Alerting Interface.docx
Instances Contracted	Production

NOTE: In order to test the Interface in isolation from Production a Test System with Interface Server(s) may be required, depending on the nature of the interface.

Interface Deployment Process

The following are the significant tasks included in this implementation:

Major Task Description

Schedule	Central Square and the Customer will schedule the Interface Implementation Tasks. Any required Code Tables, configurations and Templates must be built as a Pre-requisite for Interface testing to begin
Documentation	Central Square will provide the OSD document to the Customer.
Review	An in-depth review between CentralSquare and the Customer SME will be held. This meeting can be recorded.
Third Party Requirements	Customer will arrange Third Party meetings with Central Square and ensure provision of appropriate documentation.
Setup	Central Square will configure any servers and systems needed for the Interface Deployment are configured.
Installation & Configuration	Central Square will install the Interface, configure the interface and dry-run test the interface
Functional Testing	Central Square will test the Interface with the Customer and third parties.
Sign Off	Customer Signs off on the Interface



Major Task Description

Go Live	The Interface is brought live
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Roles and Responsibilities

CentralSquare:

- Central Square will install and configure the Interface.
- CentralSquare will work with the Customer on testing interfaces.
- While not the explicit responsibility of CentralSquare to work directly with third parties on behalf of the Customer, CentralSquare may aid the Customer to facilitate the communication with third parties where a partnership exists: this includes working with other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- CentralSquare will provide documentation or training for Customer SMEs on functionality and maintenance of each interface as installed and configured.

Customer:

- Customer will share with CentralSquare the planning and tasks of creating the interfaces with all third parties.
- Customer to provide underlying hardware and/or virtual infrastructure, Operating system and SQL licensing for any additional servers required for the deployment of the Interface(s).
- Customer will act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced/integrated.
- Customer will provide detailed schema, protocol, query specifications, access to API as needed and available per interface.
- Customer will provide a point of contact for each interface with knowledge and experience of the workflow and data.
- Customer is responsible for validating all data transferred into or from CentralSquare Solutions to another application.
- Customer will provide Subject Matter Experts (SMEs) familiar with existing data structures in the systems to assist with the interface process.
- Customer will provide expertise in third-party data, data mapping, and data validation.
- Customer will Participate in testing.
- Customer will Sign off on the completed Interface.
- CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.