

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: August 16, 2022
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Jonathan P. Killings, Interim Fire Chief, (915) 493-5609
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency.

SUBJECT:

Discussion and action that the City Council ratify the award of contract 2022-0476 Records Management Software to CentralSquare Technologies, LLC, the sole distributor for the Records Management Software (FireRECORDS) and that the City Council accept pricing for Maintenance and Support for a term of three (3) years for an estimated amount of \$310,430.01 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The terms and conditions of the ratified award are included in the Maintenance and Support Agreement. The award of this contract will allow to store asset management, hydrants, inspections and legacy incident records for open records requests.

BACKGROUND / DISCUSSION:

EPFD is seeking to obtain the Records Management Software as a service currently used to track hydrant inspections, personal protective equipment (needs to be tracked from cradle to grave), and historical data consisting of building inspections and incidents. This information needs to be tracked according to state and federal guidelines. The data will also need to be exported into any new system we decide to move to in the future.

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$55,241.01, which represents a 21.65% increase due to price increases.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$310,430.01

Funding Source: 522150-239-1000-15240-P1506

Account No.: General Funds – Outside Contracts

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Fire

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Interim Fire Chief Jonathan P. Killings, El Paso Fire Department

RESOLUTION

WHEREAS, On November 13, 2018, the City Council approved the sole source award of 2019-460 Software License and Maintenance to Tiburon, Inc for various Fire Department software components; and

WHEREAS, the City Council Agenda posting for November 13, 2018 stated that the award was for an estimated amount of \$ 255,189.00 to provide software license and maintenance for a term of three (3) years from September 1, 2018 to August 31, 2021, and

WHEREAS, the parties now desire that City Council ratify the Award of 2022-0476 Records Management Software for three years for a total amount of \$310,430.01 from September 1, 2021 to August 31, 2024 to CentralSquare Technologies, the successor in interest to Tiburon, Inc.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council ratify the award of Contract 2022-0476 Records Management Software to CentralSquare Technologies, LLC, the sole distributor for the Records Management Software (FireRECORDS) and that the City Council accept pricing for Maintenance and Support for a term of three (3) years for an estimated, aggregated amount of \$310,430.01 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The terms and conditions of the ratified award are included in the Maintenance and Support Agreement. The award of this contract will allow to store asset management, hydrants, inspections and legacy incident records for open records requests.

APPROVED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia Garcia, Interim Director
Purchasing and Strategic Sourcing

**COUNCIL PROJECT FORM
(SOLE SOURCE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of August 16, 2022.

Strategic Goal 2: Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 – Increase public safety operational efficiency.

Award Summary:

Discussion and action that the City Council ratify the award of contract 2022-0476 Records Management Software to CentralSquare Technologies, LLC, the sole distributor for the Records Management Software (FireRECORDS) and that the City Council accept pricing for Maintenance and Support for a term of three (3) years for an estimated amount of \$310,430.01 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The terms and conditions of the ratified award are included in the Maintenance and Support Agreement. The award of this contract will allow to store asset management, hydrants, inspections and legacy incident records for open records requests.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$55,241.01, which represents a 21.65% increase due to price increases.

Department:	Fire
Award to:	CentralSquare Technologies, LLC Lake Mary, FL
Term:	3 years
Annual Estimated Amount:	\$ 98,471.06 (Year 1) \$103,394.61 (Year 2) \$108,564.34 (Year 3)
Total Estimated Award:	\$310,430.01 (3 Years)
Account No.:	522150-239-1000-15240-P1506
Funding Source:	General Funds – Outside Contracts
Districts(s):	All
Sole Source No.:	2022-0476

This is a Sole Source, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to CentralSquare Technologies, LLC the sole distributor for the Records Management Software (FireRECORDS).

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Billie Oo Belcho. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: _____
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
CentralSquare's - Records Mangement System outlined in Contract 2022-0476
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Billie Oo Belcho
Signature

SUBSCRIBED AND SWORN to before me on this 3rd day of February, 2022



V. Johnston
NOTARY PUBLIC
Vincent Johnston
PRINTED NAME
October 21st, 2025
MY COMMISSION EXPIRES

COMPANY NAME: CentralSquare Technologies, LLC

ADDRESS, CITY, S TATE & ZIP CODE: 1000 Business Center Drive, Lake Mary, FL 32746

PHONE: 800-727-8088 FAX NUMBER: _____

CONTACT NAME AND TITLE: _____ WEB ADDRESS: _____

EMAIL: _____ FEDERAL TAX ID NUMBER: _____

TEXAS SALES TAX NUMBER: _____



CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

June 14, 2022

City of El Paso
218 North Campbell, City #2
El Paso, TX 79901

To Whom It May Concern:

This letter is in response to the City of El Paso's request for a sole source letter from our company. This letter is to confirm that CentralSquare's Public Safety Enterprise Software- Records Management System ("CentralSquare – Records Management System") is a sole source product, manufactured, sold, serviced, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). This product must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell this product. CentralSquare - Records Management System is sold only as a direct transaction between CentralSquare and end Clients.

Sincerely,

DocuSigned by:
Ron A Anderson
6769F1AD774045B...
Ron Anderson
Vice President of Sales
CentralSquare Technologies



CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
www.centrialsquare.com

SOFTWARE SUPPORT AGREEMENT

CentralSquare Technologies, LLC



SOFTWARE SUPPORT AGREEMENT

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SOFTWARE SUPPORT AGREEMENT

Client: City of El Paso, TX
Address: 416 N. Stanton, Suite 200
City, State, Zip: El Paso, TX 79901
Phone, Fax: 919-212-5618
Contact Name: Deputy Chief Dennis Redd

This Software Support Agreement (this “Agreement”) is made by and between CentralSquare Technologies, LLC, referred to herein as “CentralSquare”, as successor in interest to Tiburon, Inc., with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the entity named above, referred to herein as “Client” (who together are referred to as the “Parties”, or individually as “Party” herein), with reference to the following facts.

A. WHEREAS, Tiburon, Inc. and Client have entered into a Master Support Agreement dated November 13, 2018, (“Master Support Agreement”); and

B. WHEREAS, this Software Support Agreement (this “Agreement”) supersedes and replaces the Master Support Agreement, and is entered into to provide continued Software Support for Client’s licensed CentralSquare software applications for a period as further defined herein.

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, CentralSquare and Client agree as follows:

1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

2.0 TERM AND TERMINATION

2.1 This Agreement’s term is September 1, 2021 through August 31, 2022 after which this Agreement shall automatically renew for successive one (1) year terms, up to a maximum of three (3) years. Support fees will be paid on an annual basis. Software support for subsequent terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. On or before the expiration of the then current support term, and at each annual anniversary thereof, CentralSquare shall provide to Client a Software Support Renewal Notice for signature. CentralSquare reserves the right to change the terms and conditions upon which Support shall be offered for renewal terms, subject to written notice to Client.

2.2 Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

3.2 Unless otherwise terminated as provided herein, CentralSquare shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all CentralSquare Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by CentralSquare for support services provided at Client's site or other locations remote from CentralSquare's principal place of business. Such expenses shall be paid by Client on receipt of CentralSquare's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred, and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software must be spread over CentralSquare's client base and fairly shared by all CentralSquare Software users.

3.5 All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

**Remittance Address for Payments Only:**

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

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House (“ACH”). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.

3.6 Except for taxes for which Client provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client’s use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1 CentralSquare will provide support services as more fully described in Addendum B.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the CentralSquare Software and Client’s computer environment to manage the reporting of Software Errors to CentralSquare in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. CentralSquare reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party’s supervisor, manager, or executive as applicable for corrective action. A party’s failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

5.0 SOFTWARE ERROR CORRECTION AND ACCESS

5.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the CentralSquare Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify CentralSquare pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by CentralSquare. Upon notification of a reported Software Error, CentralSquare shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If CentralSquare is unable to reproduce the Software Error at CentralSquare’s facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by CentralSquare. CentralSquare will provide onsite assistance if the Client and CentralSquare determine that it is necessary for CentralSquare personnel to travel to Client’s site to reproduce the error. If it is determined that reported problem was caused by the CentralSquare Software, CentralSquare will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or



System Software, or is otherwise not attributable to the CentralSquare Software Client shall reimburse CentralSquare for its travel expenses incident to the on-site visit, as well as CentralSquare's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.1.1 If, during the term of this Agreement, Client experiences performance issues with the CentralSquare Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the CentralSquare Software, the Client shall notify CentralSquare in accordance with Addendum B. CentralSquare will assist the Client to determine the source of the user transaction times issue (CentralSquare Software, third party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the CentralSquare Software, CentralSquare will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum B) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

5.2 CentralSquare maintains a Security program for managing access to Client data – particularly HIPAA and CJIS information. 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 Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

5.3 If required by the Client, 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 Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

6.0 SOFTWARE UPDATES

6.1 From time to time at CentralSquare's discretion, Updates to the CentralSquare Software and CentralSquare Documentation will be developed and provided to Client. All Updates to the CentralSquare Software and CentralSquare Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed CentralSquare Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

7.0 LIMITATIONS

7.1 Software Support for the CentralSquare Software shall be subject to and conditional on Client's implementation and use of a version of the CentralSquare Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, CentralSquare shall only be obligated to provide Software Support for Client's version of the CentralSquare Software for a



period of twelve (12) months thereafter.

7.2 CentralSquare shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, CentralSquare shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the CentralSquare Software are caused by modification of the CentralSquare Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

7.3.2 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, or by misuse or neglect.

7.3.3 Problems in the CentralSquare Software are caused by software not provided by CentralSquare, not approved by CentralSquare in writing or not specified as compatible in the CentralSquare Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4 Problems in the CentralSquare Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the CentralSquare Documentation.

7.3.5 Problems in the CentralSquare Software are caused by one or more computer viruses that have not been introduced into Client's system by CentralSquare. Client shall maintain up- to-date virus checking software in accordance with CentralSquare Documentation and shall check all software received from CentralSquare or any other person or entity for viruses before introducing that software into any part of the CentralSquare System. If desired by Client, 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 on Client's Equipment. Client shall practice reasonable back-up procedures for the CentralSquare System in accordance with CentralSquare Documentation.

7.3.6 Problems in the CentralSquare Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7 Problems in the CentralSquare Software are caused by Equipment or software provided by Client or third parties with which the CentralSquare Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, Client 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 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 Client's needs or expectations.** Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such software. Client 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.

7.5 CentralSquare Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by CentralSquare and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, CentralSquare shall be under no obligation, express or implied, with respect to such Third-Party Changes.

7.6 Problems in the CentralSquare Software or transmission of data caused by wireless services are not warranted by CentralSquare, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1 Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the CentralSquare Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact CentralSquare using the procedures described in Addendum B. CentralSquare shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. 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.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto as Addendum C, if applicable, if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact CentralSquare using the procedures described in Addendum B. CentralSquare shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a CentralSquare Software issue or an issue with a Third-Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, CentralSquare will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led CentralSquare to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the CentralSquare Software and are not caused by a Client specific installation or configuration of the O/S, CentralSquare will work with Microsoft to coordinate the resolution. 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.

9.0 INDEMNIFICATION & LIMITATION OF LIABILITY

9.1 CentralSquare or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, however, CentralSquare shall not be required to indemnify Client for any claims or actions caused to the extent of the negligence or wrongful act of Client, its employees, agents, or contractors. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. CentralSquare will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the CentralSquare may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. CentralSquare will pay all judgments finally establishing liability of the City in actions defended by CentralSquare pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by CentralSquare, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage.



to the CentralSquare's property from any cause.

9.2 The total liability of CentralSquare for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to CentralSquare for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier(s), the coverage limits of such insurance.

9.3 IN NO EVENT SHALL CENTRALSQUARE 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 THE USE OR NON-USE OF THE CENTRALSQUARE SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 DISPUTE RESOLUTION

10.1 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 Client'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 with sixty (60) days of the initial written request, either Party may take appropriate legal action.

11.0 SEVERABILITY

11.1 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.

12.0 FORCE MAJEURE/EXCUSABLE DELAY

12.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary

to compensate for such delay.

13.0 CONSTRUCTION AND HEADINGS

13.1 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.

14.0 WAIVER

14.1 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.

14.2 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.

15.0 ENTIRE AGREEMENT

15.1 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.

16.0 APPLICABLE LAW

16.1 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 Texas without regard to its conflict of law.

17.0 ASSIGNMENT

17.1 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 CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

18.0 NOTICES

18.1 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 or e-mail 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 CentralSquare:

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

To Client:

City of El Paso
300 North Campbell
El Paso, TX 79901
Attn: City Manager

Copy to:

City of El Paso
416 N. Stanton, Suite 200
El Paso, TX 79901
Attn: Fire Department

19.0 GENERAL TERMS

19.1 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 consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

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

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

City of El Paso, TX

CentralSquare Technologies, LLC

Accepted By (Signature)

DocuSigned by:
Daniel R. Maier
1D915AE068D0477
Accepted By (Signature)

Printed Name

Daniel R. Maier
Printed Name

Title

CRO
Title

Date

6/23/2022
Date



ADDENDUM A SUPPORT FEES

Based on Client's current licensed CentralSquare Software, the support fees for Client's annual support term(s) are set forth below:

Account Name	Product Name	Start Date	End Date	Quantity	2021-2022	2022-2023	2023-2024
City of El Paso, TX	Escrow Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 2,375.45	\$ 2,494.22	\$ 2,618.93
City of El Paso, TX	FireRECORDS (Enterprise Fire) Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 85,998.80	\$ 90,298.74	\$ 94,813.68
City of El Paso, TX	Interfaces Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 7,450.47	\$ 7,823.00	\$ 8,214.15
City of El Paso, TX	Microfocus Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 1,385.67	\$ 1,454.96	\$ 1,527.71
City of El Paso, TX	PCR-002/Geodata (GCT) Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 1,187.73	\$ 1,247.11	\$ 1,309.47
City of El Paso, TX	Rounding Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 72.93	\$ 76.58	\$ 80.41
Total				6	\$ 98,471.06	\$ 103,394.61	\$ 108,564.34

Prior to the end of the then current support term, and each subsequent annual support term, CentralSquare will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the CentralSquare Software licenses granted to Client will result in an increase in the Software Support fee.

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

This Software Technical Support describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. 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 Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation.
- 1.2. Releases. Client shall promptly agree to install and/or use any Release provided by CentralSquare 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. Hours. CentralSquare shall provide to Client, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client 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. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client 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 to the Specified Configuration.
- 2.2. Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. Website Support

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client 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 Client 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 ("Nonqualified Product"). If Client requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Client Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client 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 computer 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 policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;
- 5.7 Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and



5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security:

6.1 CentralSquare maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. 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 Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Client, 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 Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. 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 Software Technical Support. 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
Priority 1 – Urgent	<p>Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following:</p> <ul style="list-style-type: none"> • CentralSquare server software inoperative • Loss of ability for all users to log on to system • Loss of transactional data & transactional data corruption <p>This means one or more critical server components are nonfunctional disabling the software or the field</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one hour after opening.</p> <p><i>After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800-987-0911.</i></p> <p>Priority 1 issues must be called in via 800-987-0911 in order to receive this level of response.</p>

	reporting capabilities of workstations.	
Priority 2 – Critical	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of ability for CentralSquare users to enter Case (Incident, Arrest and Custody) records into the system • Unable to book or release inmates <p>A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within two hours after opening.</p> <p><i>After Normal Customer Service Hours: One (1) hour minute call back after Client telephone contact to 800-987-0911.</i></p> <p>Non-Urgent Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us</p>
Priority 3 – Non-Critical	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of Non-Urgent Data (with “Non- Urgent” being defined as not causing an error classified as a Priority 1 or Priority 2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits 	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within eight business hours after opening.</p> <p>Non-Critical Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us</p> <p>Non-Critical Priority issues are not managed after Normal Customer Service Hours.</p>

	<ul style="list-style-type: none"> • UCR reporting multiple occurrence of inaccurate data 	
<p>Priority 4 – Minor</p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the point of opening a Priority 4 case during CentralSquare’s normal local business hours or within two business days after a P4 case is opened outside of CentralSquare’s normal local business hours.</p> <p>Minor Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us</p> <p>Minor Priority issues are not managed after Normal Customer Service Hours.</p>

8. 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:

- 8.1. defectiveness of the Client’s environment, Client’s systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
- 8.2. denial of reasonable access to Client’s system or premises preventing CentralSquare from addressing the issue.
- 8.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the

Software.

8.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

9. **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
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next planned commercial release of the applicable CentralSquare product software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	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 Client 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.



- 10. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above for regular System Maintenance.
- 10.2. 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 service requests.
- 11. Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.
- 12. Development Work.** The Support Standards do 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 Client may request consulting and development work from CentralSquare as a separate billable service.