

Quote #: Q-125691
Primary Quoted Solution: ONESolution PS
Quote expires on: August 27, 2024

Quote prepared for:
Chris McCord
Santa Fe Police Department
2651 Siringo Road
Santa Fe, NM 87505
(505) 955-5571



May 15, 2024



May 24, 2024

Eric Candalaria (May 24, 2024 15:24 MDT)

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. ONESolution CAD Taser Interface Annual Subscription Fee	1	6,000.00	6,000.00
		Software Total	6,000.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL	
1. Public Safety Project Management Services - Fixed Fee	780.00	
2. Public Safety Technical Services - Fixed Fee	1,560.00	
	Services Total	2,340.00 USD

QUOTE SUMMARY

Software Subtotal	6,000.00 USD
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Services Subtotal	2,340.00 USD
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Quote Subtotal	8,340.00 USD
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Quote Total	8,340.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	6,000.00
FIRST YEAR RECURRING SERVICES TOTAL	

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 and Exhibit B (the City of Santa Fe Addendum) 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
-

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 [X] 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: _____

City of Santa Fe

Signature: John Blair
John Blair (May 24, 2024 15:28 MDT)

Name: JOHN BLAIR

Date: May 24, 2024

Title: CITY MANAGER

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.

Summary of Services

Project: Santa Fe Police, NM – TASER Digital Evidence Interface

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 associated with the TASER Digital Evidence Interface for Santa Fe Police, NM.

The CentralSquare TASER Digital Evidence Interface provides an export of CAD event data to the Axon TASER Evidence.com database. CentralSquare developed the CAD Tasks Window Service to export CAD event data to Evidence.com. TASER uses the CAD data to add metadata to digital media stored on Evidence.com. The service exports CAD data at time intervals specified by the customer. The service deposits the export file into a common network directory accessible to both CAD and TASER. TASER is responsible for detecting, processing, and deleting exported files. Data exports to Evidence.com are limited to CAD event data. Data is formatted and exported in accordance with the specifications outlined in the Axon Evidence.com CAD-RMS Service Guide, Document Revision D, dated May 2016.

Eight (8) hours of Technical Services have been scoped to complete the following:

- Configuration of TASER Digital Evidence Interface

All Technical Services will be delivered remotely via Secure Link.

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 and will 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.

[Business Hours](#)

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

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between CentralSquare Technologies, LLC (Contractor) and the CITY OF SANTA FE (City).

TERMINATION

This Agreement may be terminated by City upon 30 days written notice to the CONTRACTOR.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CONTRACTOR's performance under this Agreement as well as the performance of CONTRACTOR's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CITY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

CONTRACTOR shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, CONTRACTOR agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by CITY, this Agreement shall terminate upon

written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

RELEASE

CONTRACTOR, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

CONTRACTOR shall maintain general liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CONTRACTOR shall furnish CITY with proof of insurance of CONTRACTOR's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

City of Santa Fe:

John Blair
John Blair (May 24, 2024 15:28 MDT)

John Blair, City Manager

Date: May 24, 2024

CONTRACTOR:

Central Square Technologies, LLC

Ron Anderson
CA1F6996BA0C4E7

Name & Title: Ron Anderson Chief Sales Officer

Date: 4/19/2024

Attest:

Geralyn Cardenas
Geralyn Cardenas, Interim City Clerk
XIV

City Attorney's Office:
Christopher W. Ryan
Christopher W. Ryan (May 10, 2024 14:26 MDT)
Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster
Emily Oster, Finance Director

Central Square Adden - CAO Final (1)

Interim Agreement Report










2024-05-23

Created:	2024-05-15
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAC7blEgzPr42czfJ58GXWqTxhFhEWZcGo


Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Central Square Adden - CAO Final (1)" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-05-15 - 8:42:05 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-05-15 - 8:46:01 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-05-15 - 9:32:15 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-05-15 - 9:32:39 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-05-15 - 9:32:41 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-05-21 - 5:46:18 PM GMT- IP address: 104.47.65.254
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-05-22 - 4:45:29 AM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-05-22 - 4:48:42 AM GMT - Time Source: server- IP address: 73.98.86.84
-  Document emailed to jwblair@santafenm.gov for signature
2024-05-22 - 4:48:43 AM GMT



 Email viewed by jwblair@santafenm.gov

2024-05-22 - 10:24:25 PM GMT- IP address: 104.47.65.254



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24-0445 Central Square

Final Audit Report

2024-05-28

Created:	2024-05-24
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaAwAwFJD0w6KxrHU4-f7qKxIGRLruE8BoM

"24-0445 Central Square" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-05-24 - 9:55:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-05-24 - 9:56:20 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-05-28 - 3:37:15 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-05-28 - 3:37:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-28 - 3:37:23 PM GMT