



City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Award Purchase Orders for Computer-Aided Dispatch

Recommendation and Summary

Staff is recommending the council award purchase orders necessary to implement computer-aided dispatch by adopting the following motion:

"I move to approve contract 20520 and purchase order 20523 and authorize the Mayor to sign both."

The reasons for the recommendation are as follows:

- The City of Ketchum contracts with the Blaine County Emergency Communications Center for emergency dispatch services.
- Blaine County Emergency Communications Center is updating their dispatch system to a computer-aided dispatch system.

Introduction and History

Dispatching for Ketchum police and fire is provided by Blaine County Emergency Communications (BCEC). The computer-aided dispatch (CAD) system used to coordinate all emergency response assignments was purchased over 20 years ago. This system runs on MS-DOS and provides very limited functionality.

In 2019, the jurisdictions, including City of Ketchum, agreed to jointly fund the upgrade of the CAD system to a windows-based cloud system capable of meeting current needs. This new system provides the ability to have direct mobile data in lieu of the current over-the-air verbal transmission of information. In addition, it will streamline time to dispatch and improve data collection and analysis. Staff time to complete fire and EMS reports will be reduced as well.

Overall, the firefighters should be alerted 60 seconds sooner on calls, have more information available while en-route, and have reduced workload on return to the fire station.

Analysis

This request is for the City of Ketchum to approve the end-user license agreement (EULA) with Central Square, purchase the necessary in-vehicle components of the CAD system, and provide Ketchum's share of funding to BCEC.

A summary of the different components is as follows:

Contract 20520:	EULA with Central Square (\$12,298.22)
Purchase Order 20523:	Mobile Data Terminals with Alary Computer Services (\$8,160.36)

Check Request: Ketchum Share of CAD for FY 21 (\$5,275.76)

Sustainability

There is no sustainability impact arising from this action.

Financial Impact

The technology upgrades associated with the CAD implementation will be funded from the technology upgrades account in the General CIP. The project was budgeted in FY 19 and the unspent funds remain in the fund balance.

Attachments

Attachment A: Contract 20520 and related quote

Attachment B: Purchase Order 20523 and related quote

Attachment C: BCEC invoice

End User License Agreement

This End User License Agreement (“EULA”) sets forth the terms and conditions for license and use of CentralSquare Technologies LLC (“CentralSquare”) software by the Customer (as defined below) named herein. **CUSTOMER’S SIGNATURE BELOW, OR CUSTOMER’S FIRST USE OF THE LICENSED SOFTWARE, SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY CENTRALSQUARE.**

1. Definitions

- 1.1 “Customer” means Ketchum Fire Department.
- 1.2 “Go Live” means the date of the Customer’s first use of the Licensed Software as a live, non-test-bed system. This can be exhibited by events such as the completion by Customer of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- 1.3 “Licensed Software” means the CentralSquare software in object code format licensed to Customer as listed in Section 5 of this EULA, and any associated product documentation furnished by CentralSquare for use therewith.
- 1.4 “Server Hardware” means the computer hardware provided by CentralSquare on which the Licensed Software has been installed by CentralSquare and which operates in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network.

2. License

2.1 Grant of the License

Subject to the terms and conditions set forth herein, CentralSquare hereby grants to the Customer, and the Customer accepts, a fully paid-up, perpetual, royalty-free and non-exclusive license to use the Licensed Software only for the Customer’s own internal business purposes, subject to the terms and limitations of this EULA. Customer may make a copy of the Licensed Software for backup purposes only.

2.2 Copies and Modifications

Unless otherwise agreed to in writing by CentralSquare, no identifying marks, copyright or proprietary right notices may be deleted from any copies of the Licensed Software made by the Customer. The Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Licensed Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for the

Licensed Software's performance if the Licensed Software has been modified, except as modified by CentralSquare.

2.3 Restrictions on Usage

The Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server on which the Licensed Software operates or the CentralSquare database except as provided for in documentation of this Agreement.

The Customer shall not access any Server Hardware on which the Licensed Software operates except as provided in documentation of this Agreement or cause any software except the Licensed Software provided under this EULA to be installed on or executed on the Server Hardware.

Customer acknowledges that the Licensed Software and its associated documentation furnished with the Licensed Software (the "Confidential Information") constitute the trade secrets and proprietary information of CentralSquare. Customer shall hold the Confidential Information in strict confidence and shall not disclose it to third parties except as necessary to exercise the licenses granted hereunder or as legally required. Without limiting the generality of the foregoing, Customer shall use reasonable means, not less than those used to protect its own trade secret and proprietary information, to safeguard the Confidential Information. Customer shall not attempt, or authorize or permit others to attempt, to imitate the Licensed Software using the Confidential Information or any part thereof, or to reverse engineer the Licensed Software by any method, now known or later discovered. Nothing in this EULA shall be construed as granting to Customer any title to the Licensed Software, or CentralSquare trademarks or tradenames.

3. Copyright and Trademark Infringement

CentralSquare represents and warrants that the Licensed Software does not infringe the copyrights, patents, trade secrets or trademarks (collectively "Intellectual Property Rights") of any third party. In the event of a claim, allegation, action or proceeding (collectively "Claim") brought against Customer alleging infringement by the Licensed Software of the Intellectual Property Rights of a third party, CentralSquare will at its expense defend, indemnify and hold harmless Customer against such Claim, and damages, costs, liabilities and expenses (including court costs and reasonable attorneys' fees) suffered or incurred in connection with such Claim, except for Customer's attorney's fees if Customer chooses to participate in the defense of such Claim), provided that Customer promptly notifies CentralSquare of such Claim and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest such Claim, (ii) settle such Claim, (iii) procure for Customer the right to continue using the Licensed Software, and/or (iv) modify or replace the Licensed Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user documentation). Customer may participate in the defense of such Claim at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, or Customer's use of the Licensed Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, or any temporary injunction restricting Customer's use of the Licensed Software is in effect and has not been lifted within 90 days, the license granted in this EULA shall terminate upon the earlier of written notice from CentralSquare to Customer, the date when the permanent injunction issues, or written notice from Customer to CentralSquare terminating the license due to the continued application of the temporary injunction for 90 days or more. In the event of termination of this EULA due to an

uncured Claim, CentralSquare shall refund to Customer the license fees paid for the Licensed Software, less a prorated portion of such fees for the Customer's use of the Licensed Software, calculated by multiplying the ratio of the number of months of actual use in a live operational environment to thirty-six (36) months times the license fees paid. Any refund shall be conditioned upon Customer executing and delivering a release and waiver, in form and substance satisfactory to CentralSquare, releasing CentralSquare and its authorized reseller from any and all further liability and claims in respect to the Licensed Software. This Section 3 states the entire obligation of CentralSquare, and Customer's sole redress, regarding infringement by the Licensed Software of Intellectual Property Rights, and it will survive the termination of this EULA.

Notwithstanding the above, CentralSquare shall have no duty under this Section 3 with respect to, and Customer shall not bring an action against CentralSquare for indemnification or other causes of action with respect to, any Claim to the extent arising from or related to infringements (i) by third-party equipment or third-party operating system software upon or with which the Licensed Software operates, (ii) arising out of modifications to the Licensed Software not made by or under the direction or authorization of CentralSquare, (iii) resulting from use of the Licensed Software to practice any method or process which does not occur wholly within the Licensed Software, unless designed by CentralSquare to do so, or (iv) resulting from modifications to the Licensed Software prepared pursuant to specifications or other material furnished by or on behalf of Customer.

4. Term and Termination

Provided that the terms and conditions of this EULA are complied with at all times, and subject to the termination provisions below, the licenses provided hereunder are perpetual.

Customer may surrender the licenses granted hereunder at any time by giving written notice to CentralSquare and ceasing use of the Licensed Software.

CentralSquare may terminate the licenses granted hereunder for cause if Customer materially breaches the terms of this EULA or otherwise infringes CentralSquare's intellectual property rights in the Licensed Software, which breach is not remedied within thirty (30) days after the date of written notice to Customer of such breach.

Upon termination of the licenses granted hereunder, Customer shall permanently remove any Licensed Software from Customer's equipment, back-up media, or other storage locations and either (i) return all copies thereof to CentralSquare or (ii) destroy such copies, as CentralSquare directs.

The provisions of Sections 2.2, 2.3, 3, 4, 6 and 7 shall survive the termination of the licenses granted herein.

4.1 Additional Agency Term

Customer will be part of the Blaine County Communications system (hereinafter the "host agency"). CentralSquare may immediately terminate this EULA if the Software License and Service Agreement is not in full force and effect between CentralSquare and the host agency. If termination of this EULA occurs for this reason, CentralSquare will work in good faith with Customer to develop and negotiate a new contract.

5. Licensed Software and Support

Please refer to Exhibit A – Pricing Detail for the list of software licenses being acquired by Customer as part of the host agency's system. The license terms for the host agency are set forth in the separate Software License and Service Agreement between the host agency and CentralSquare.

For all software licensed under this EULA and residing on the host agency's server(s)/system, implementation and support of such software will be in accordance with the provisions of the host agency's Software License and Service Agreement.

6. Limitation of Liability

The total liability of CentralSquare for any claim or damage arising under this EULA, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the license fees paid for the Licensed Software 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.

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 LICENSED SOFTWARE, OR OTHERWISE RELATED TO THIS EULA, REGARDLESS OF WHETHER CENTRALSQUARE HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

CentralSquare, and not its authorized reseller from whom Customer may have purchased the Licensed Software, is responsible for honoring all Customer infringement and warranty claims and service issues associated with the Licensed Software. All Customer claims, for infringement, warranty or service issues, shall be addressed to CentralSquare in writing at the address set forth below (or such other principal business address of CentralSquare as CentralSquare shall post on CentralSquare's website, at www.CentralSquaretech.com). Customer acknowledges and agrees that CentralSquare's authorized reseller bears no liability, and Customer shall not bring a claim against such authorized reseller, for infringement, warranty or service issues in respect to the Licensed Software or any other service or product furnished by CentralSquare.

7. Warranty

CentralSquare warrants that it owns or otherwise has all necessary rights in the Licensed Software to lawfully permit it to license the Licensed Software as described in this Agreement. CentralSquare further warrants that the Licensed Software (including any ordered custom programming, enhancements and updates to such Licensed Software furnished by CentralSquare to Customer) will operate in conformity with CentralSquare's applicable product specifications and documentation (including the applicable user guide(s)) for a period of twelve (12) months from the date of Go Live. In the event a warranty defect or breach is reported by Customer to CentralSquare, CentralSquare will, at its discretion, either correct or replace the defective Licensed Software with fully functioning replacement Licensed Software. Upon notice of a warranty defect or breach, CentralSquare shall correct or replace the Licensed Software within a reasonable timeframe.

Warranties for third party equipment or third party software supplied by CentralSquare (or its authorized reseller) will be provided by the applicable vendor and passed through to the Customer by CentralSquare, provided, for purposes of clarification, the foregoing does not limit the warranty made by CentralSquare on the Licensed Software in this EULA. CentralSquare will reasonably cooperate with Customer in Customer's pursuit of such third-party warranty claims.

CENTRALSQUARE MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT TO THE LICENSED SOFTWARE.

8. General Terms

This EULA represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the Licensed Software, and supersedes all prior written agreements, oral agreements, representations, descriptions, understandings or negotiations with respect to the matters covered by this EULA. If any term, provision, condition or covenant of this EULA is held to be invalid, void or unenforceable, the rest of the EULA shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this EULA shall be effective unless it is in writing and signed by Customer and an authorized officer of CentralSquare. 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 express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this EULA nor any rights or obligations hereunder shall be assigned or otherwise transferred by Customer without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, conditioned or delayed. This EULA shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this EULA except as provided hereinabove. This EULA may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof. An electronic facsimile of this EULA and its exhibit(s) may be used as an original.

Except to the extent that this EULA is governed by the laws of the United States, this EULA shall be governed, interpreted and enforced in accordance with the laws of the State of Idaho, USA, without regard to its conflict of laws provisions or the United Nations Convention for the International Sale of Goods.

All notices required to be given under this EULA shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by overnight delivery using a nationally recognized express carrier (e.g., UPS, FedEx, or USPS), (iii) by facsimile or email followed immediately by first-class mail or overnight delivery, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing pursuant to (i) above, or one (1) business day after full compliance with (ii), (iii) or (iv) above. As used herein, a "business day" shall mean a weekday other than a U.S. federal holiday.

KETCHUM FIRE DEPARTMENT	CENTRALSQUARE TECHNOLOGIES, LLC
PO Box 966 Ketchum, ID 83340 Attn: E-mail: Fax:	1000 Business Center Drive Lake Mary, FL 32746 Attention:
Accepted by (signature):	Accepted by (signature):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit A

Software Licenses – Ketchum Fire Department

(see attached Quote #Q-06360)

Quote #: Q-06360
Quote expires on: November 08, 2020

Quote prepared for:
Bill McLaughlin
Ketchum Fire, ID
PO Box 966
Ketchum, ID 83340

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
Mobile PS Pro AVL License Fee	8	200.01 USD	1,600.04 USD
Mobile PS Pro CAD License Fee	8	450.01 USD	3,600.09 USD
Mobile PS Pro Mapping License Fee	8	550.01 USD	4,400.09 USD
Personnel PS Pro Core (Agency Site License) License Fee	1	0.00 USD	0.00 USD
Software / Subscription Total:			9,600.22 USD
Maintenance Total:			2,100.22 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
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PS Pro Project Management Services	1,201.80 USD
PS Pro Configuration and BPR	3,350.00 USD
PS Pro Training Services	600.00 USD
PS Pro Go-Live Support	800.00 USD

Services include contract start-up fees, project management, technical services, consulting, development, training, and installation.

Services Total: 5,951.80 USD

WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Mobile GPS Receiver (GlobalSat) Hardware	8	46.00 USD	368.00 USD

Hardware Total: 368.00 USD

Total: 15,920.02 USD

Discount Total: 3,621.80 USD

Quote Total: 12,298.22 USD

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

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.

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: _____

Alary Computer Services

Box 2765
Ketchum, ID. 83340

Invoice

Date	Invoice #
9/14/2020	3978

Bill To
City of Ketchum

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	5 surface pro x with LTE	4,504.95	4,504.95
1	3 surface pro x with LTE	3,179.97	3,179.97
1	8 Surface pro covers by UAG	475.44	475.44
		Total	\$8,160.36
		Payments/Credits	\$0.00
		Balance Due	\$8,160.36

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Phone #
208-721-3044



BLAINE COUNTY
EMERGENCY COMMUNICATIONS
1650 AVIATION DR
HAILEY, IDAHO 83333
PHONE: (208) 788-5558 FAX: (208) 788-5559

Invoice

Date	Invoice #
15-Sep-20	KFD2021

Bill To:
Ketchum Fire Department
PO Box 966
480 N. East Ave.

Item	Description	Quantity	Cost	Amount
	Public Safety System (servers, implementation, modules)	1	\$2,196.92	\$2,196.92
	Interest	1	\$246.15	\$246.15
	Field Ops	1	\$0.00	\$0.00
	Maintenance	1	\$0.00	\$0.00
	CAD/RMS Support	1	\$2,832.69	\$2,832.69

Make checks payable to:

Blaine County Emergency Communications
1650 Aviation Dr.
Hailey, ID 83333

Total Due: \$5,275.76

Reference PSS 9101-00-091-09



City of Ketchum
City Hall

Purchase Order

Number: 20523
Date: 9/21/2020

Vendor: Alary Computer Services
Bpx 2765
Ketchum, ID 83340

Quote Ref: Inv. 3987

Quantity	Item # / SKU	Description	Item Cost	Total Cost
1		5 Surface pro x with LTE		\$4,504.95
1		3 surface pro x with LTE		\$3,179.97
1		8 Surface pro covers by UAG		\$475.44
			Total	\$8,160.36

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at ggager@ketchumidaho.org or (208) 726-3841.

Please Ship Above Listed Items to:

City of Ketchum
Attn: Grant Gager
480 East Avenue N
Box 2315
Ketchum, ID 83340

Order Submitted By:

Neil Bradshaw, Mayor