

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER TO AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR CHANGES IN DELIVERABLES FOR THE KINGSPORT POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER

WHEREAS, on December 15, 2020, by Resolution No.: 2021-113, the board approved an agreement with Central Square Technologies to install software to convert TriTech Vision to the Central Square Pro Suite; and

WHEREAS, since the execution of the Agreement, specific software modules have not been made available for full implementation of the software package; and

WHEREAS, the project team has negotiated a change in the deliverables from Central Square Technologies, which also resulted in a cost change; and

WHEREAS, funds still remain in the original project account GP2013 which will be used for completion of the purchase.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That Amendment One to the Agreement with Central Square is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a change order to the agreement with Central Square, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution; said agreement being generally as follows:

**AMENDMENT ONE TO
AGREEMENT BETWEEN THE CITY OF KINGSPORT TENNESSEE AND CENTRALSQUARE
TECHNOLOGIES, LLC**

This Amendment One (this "Amendment") to the Agreement between the City of Kingsport, TN on behalf of the Kingsport Police Department ("Customer") and CentralSquare Technologies, LLC ("CentralSquare") with an effective date of December 16, 2020, ("Agreement") is entered into and effective as of the last date of signature below ("Effective Date"). In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall control. Customer and Contractor may be referenced as each a "Party", and together "Parties."

WHEREAS, the Parties hereto desire to amend the Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. Amendments to the Agreement. As of the Effective Date, the Agreement is hereby amended or modified as follows:

a. Customer and CentralSquare acknowledge and agree that the following items are removed from the agreement including all related payments, services, implementation, and support obligations:

- i. Administration
- ii. Jail Extend
- iii. Mobile Records
- iv. Records (Core + Advanced)
- v. Personal (Advanced)
- vi. Portal
- vii. Field Ops
- viii. CDP
- ix. Citizen Reporting
- x. Records – TN Crime Reporting interface
- xi. Records – N-DEx adapter interface
- xii. Mapping – TAIP AVL interface
- xiii. VisionAir Records Data Conversion
- xiv. HTE Records Data Conversion
- xv. Watson RMS Data Conversion
- xvi. Pro Suite eCitations
- xvii. Records OmniCourt interface
- xviii. Pro Suite Accident Reporting
- xix. Records TN TITAN Accident Reporting interface
- xx. Mugshot Camera Package (Canon EOS Rebel) Hardware
- xxi. Barcode Scanner and Printer Pack (Wasp) Hardware
- xxii. Wristband Printer, Laminator & Scanner Package (Primera, Wasp) Hardware

b. Exhibit C, Payment Schedule, of the Agreement is hereby modified to account for the removal of these items and provide updated payment terms accordingly as detailed by Attachment 1 of this Amendment.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

c. This Amendment has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

a. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

b. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last date written below.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of August, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY