

# Thurston County Law Enforcement Records Management Consortium

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## **-Executive Board –**

*Meeting Agenda  
Thursday, December 16, 2021  
1:00 PM  
Lacey Police Department / via Zoom*

- I. **Review and Approval of October Meeting Minutes**
  - a. Overview: Review meeting minutes.
  - b. Action Item: Board decision to edit and/or accept the meeting minutes
  
- II. **Review and Approval of Expenditures (Gina Rogers)**
  - a. Overview: Review expenditures
  - b. Action Item: Board decision to approve payment of the expenditures
  
- III. **LERMS fund balance update (Gina Rogers)**
  - a. Overview: Discussion
  - b. Action Item: Discussion
  
- IV. **Central Square contract update (Gina Rogers)**
  - a. Overview: Review contract
  - b. Action Item: Board decision to edit and/or accept the contract
  
- V. **TCEM Audit (Gina Rogers)**
  - a. Overview: Review documents
  - b. Action Item: Board decision to submit documents to Thurston County

# Thurston County Law Enforcement Records Management Consortium

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## **-Executive Board –**

*Meeting Agenda*  
*Thursday, October 22, 2021*  
**1:00 PM**  
*Via Zoom*

**Members Present:** Chief Jon Weiks, Tumwater PD Chief Robert Almada, Lacey PD  
Chief Todd Stancil, Yelm PD Chief Rich Allen, Olympia PD  
Chief John Hutchings, Tenino PD

**Staff & Guests Present:** Cmdr. Jay Mason, Tumwater PD  
Lt. Jennifer Kolb, Tumwater PD  
Laura Wohl, Tumwater PD  
Cmdr. Jim Mack, Lacey PD  
Cmdr. Joe Upton, Lacey PD  
Anna McBee, Lacey PD  
Lacie Sablan, Lacey PD  
Undersheriff Ray Brady  
Chief Jeff DeHan, TCSO  
Jeanelle Stull, OPD  
Gina Rogers, Olympia PD  
Christy Peters, TCPO

Meeting called to order at 1300. Item 2 of the agenda, Approval of Expenditures, was amended. An additional item, Review of CentralSquare 2022 Invoice, was added.

### **I. Review and Approval of July Meeting Minutes**

- a. Overview:** Review meeting minutes.
- b. Action Item:** Board decision to edit and/or accept the meeting minutes

Motion to approve: Chief Stancil  
2nd: Chief Hutchings  
Vote: Unanimous approval

### **II. Review of Central Square 2022 Invoice** (Jeanelle Stull)

Jeanelle Stull noted the 2022 invoice for software maintenance from CentralSquare needs some changes before it is submitted to the Board to approve for payment. The Consortium is no longer using some modules and those will be removed from the invoice. There are also a few modules that

are listed twice, for different amounts. Jeanelle has a call in to CentralSquare for an explanation of these items and possible removal of some of the charges. The invoice will be brought back to the Board when it is ready to pay.

**III. Review and Approval of Expenditures (Gina Rogers)**

- a. Overview: Gina presented two bills from the State Auditor. Every 3 years, LERMS is audited by the State Auditor as a quasi-governmental agency. The audit is underway and we are charged for audit hours throughout the audit. The auditor noted that the remainder of the audit will be delayed until December due to workloads in the Auditor's Office.
- b. Action Item: Board decision to approve expenditures.

Motion to approve: Chief Almada  
2nd: Chief Stancil  
Vote: Unanimous approval

**IV. RMS Replacement Strategy (Laura Wohl)**

- a. Overview: Laura presented the Steering Committee's strategy for moving forward with a replacement for the RMS, explaining each step in the process. She showed the Board the very rough cost estimate from CentralSquare for purchasing their Enterprise software. The Steering Committee noted that we need a commitment from the five cities about funding and moving forward with the project before getting started. The Board agreed to try to get such a commitment and the item will be revisited in January 2022. Chief Stancil asked that we provide the Board with a comparison, based on the CentralSquare estimate, between our current costs and costs under a new system. Laura will provide that to the Chiefs. Chief Stancil also asked Chief Brady whether TCSO would be interested in joining us. Chief Brady noted they had contacted Jeanelle just prior to the meeting to ask if we could explore adding them to LERMS and would definitely be interested. TCSO believes they have the funding to move forward. This item will be re-visited at the January 2022 meeting.
- b. Discussion only, no action needed.

Motion to adjourn: Chief Hutchings  
2nd: Chief Allen  
Vote: Unanimous approval

Meeting adjourned 1335

**LERMS PENDING INVOICES**

<u>Invoice Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Expense Description</u>
7/13/2021	State Auditor	\$1,131.00	Accountability Audit
8/18/2021	State Auditor	\$113.10	Accountability Audit
	<b>TOTAL</b>	<b>\$ <u>1,244.10</u></b>	

# Invoice Voucher

Remit To: State Auditor's Office  
PO Box 40021  
Olympia, WA 98504-0021  
Federal ID No. 91-6001098



Page: 1 of 1  
Invoice No.: L143483  
Invoice Date: 07/13/2021  
MCAG No.: 3024  
County: Thurston

Law Enforcement Record Management System  
PO Box 1967  
Olympia, WA 98507

Now accepting electronic payments  
Send to: Washington State Auditor's Office  
Routing: 123000848 Account: 153911801147  
Account type: Checking  
Please include invoice number



(Return this portion with your payment)

State Auditor's Office

(Detach and retain for your records)

Entity Name: Law Enforcement Record Management System

Invoice No.: L143483

Invoice Date: 07/13/2021

Audit No.: 53867

Audit Period: 18 - 20

Purchase Order:

Month/Year	Work Performed	Bill Rate	Hrs	Amount	Travel/Other Expenses	Total
06/21	Accountability Audit	\$113.10	10.0	\$1,131.00	\$0.00	\$1,131.00
<b>Sub Total:</b>			<b>10.0</b>	<b>\$1,131.00</b>	<b>\$0.00</b>	<b>\$1,131.00</b>

**Total Due This Invoice:**

**10.0**

**\$1,131.00**

**\$0.00**

**\$1,131.00**

(Hrs rounded to nearest tenth)

JV Number: 210480

**FULL PAYMENT DUE  
IN 30 DAYS**

I hereby certify the amount listed herein is a  
proper charge for services rendered:

By: Janel M. Roper, Director of Administrative Services

For questions, please call (564) 999-0933 or (564) 999-0941 fax (360) 586-3105 or e-mail accreceivable@sao.wa.gov

**You can now receive your invoices from the Washington State Auditor's Office electronically via email!**

**If you would be interested in this service, respond with your email address to [accreceivable@sao.wa.gov](mailto:accreceivable@sao.wa.gov). You will need to make sure with your IT department that this email address is white listed to allow emails from our domain (SAO.WA.GOV) so they will not go into Junk Mail.**

**We suggest if you choose to take advantage of this service that you have a separate email address, for example ([Accountspayable@your domain](mailto:Accountspayable@your domain)) rather than a staff member's email.**

**The Washington State Auditor's Office accepts electronic payments. Payments can be made via ACH or Wire transfer. Contact your Financial Institution if you need assistance.**

**Remittance: ACCReceivable@SAO.WA.GOV**

**Send payments to: Washington State Auditor's Office**

**Routing: 123000848 Bank Institution Name: US Bank**

**Account: 153911801147**

**Type: Checking**

**Invoice Number**

**\*\*\*\*\*Be sure to include the invoice number with your payment\*\*\*\*\***

# Invoice Voucher

Remit To: State Auditor's Office  
PO Box 40021  
Olympia, WA 98504-0021  
Federal ID No. 91-6001098



Page: 1 of 1  
Invoice No.: L143881  
Invoice Date: 08/10/2021  
MCAG No.: 3024  
County: Thurston

Law Enforcement Record Management System  
PO Box 1967  
Olympia, WA 98507

Now accepting electronic payments  
Send to: Washington State Auditor's Office  
Routing: 123000848 Account: 153911801147  
Account type: Checking  
Please include invoice number



(Return this portion with your payment)

State Auditor's Office

(Detach and retain for your records)

Entity Name: Law Enforcement Record Management System  
Invoice No.: L143881  
Invoice Date: 08/10/2021

Audit No.: 53867      Audit Period: 18 - 20      Purchase Order:

Month/Year	Work Performed	Bill Rate	Hrs	Amount	Travel/Other Expenses	Total
07/21	Accountability Audit	\$113.10	1.0	\$113.10	\$0.00	\$113.10
<b>Sub Total:</b>			<b>1.0</b>	<b>\$113.10</b>	<b>\$0.00</b>	<b>\$113.10</b>

<b>Total Due This Invoice:</b> (Hrs rounded to nearest tenth)	<b>1.0</b>	<b>\$113.10</b>	<b>\$0.00</b>	<b>\$113.10</b>
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JV Number: 230016

**FULL PAYMENT DUE  
IN 30 DAYS**

I hereby certify the amount listed herein is a proper charge for services rendered:

By: Janel M. Roper, Director of Administrative Services

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**Routing: 123000848 Bank Institution Name: US Bank**

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**Type: Checking**

**Invoice Number**

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# Invoice

<b>Invoice No (1 of 1)</b> 336980	<b>Date</b> 11/9/2021	<b>Page</b> 1 of 7
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Superion, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 City of Olympia  
 Gina Rogers  
 900 Plum St. SE  
 Olympia WA 98501  
 United States

**Ship To**  
 City of Olympia  
 Gina Rogers  
 900 Plum St. SE  
 Olympia WA 98501  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3769	City of Olympia		USD	Net 30	12/31/2021

Description	Units	Rate	Extended
Contract No. Q-65558			
1 JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$828.33	\$828.33
2 JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$3,601.32	\$3,601.32
3 ONESolution State Livescan Interface - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,408.16	\$1,408.16
4 ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$0.00	\$0.00
5 ONESolution Field Training Online-Cloud - Access Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$5,469.78	\$5,469.78
6 ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$3,484.45	\$3,484.45
7 ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$3,001.08	\$3,001.08
8 ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$4,167.45	\$4,167.45
9 ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$4,167.45	\$4,167.45



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**Invoice No (1 of 1)**  
336980

**Date**  
11/9/2021

**Page**  
2 of 7

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Lake Mary, FL 32746

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3769	City of Olympia		USD	Net 30	12/31/2021

	Description	Units	Rate	Extended
10	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,562.79	\$1,562.79
11	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$7,828.35	\$7,828.35
12	ONESolution Mobile Server Software Site License Upgrade - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$7,454.97	\$7,454.97
13	ONESolution MCT Client-No CAD Interface - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$7,687.70	\$7,687.70
14	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$12,857.07	\$12,857.07
15	ONESolution MFR Client-Arrest - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$3,876.36	\$3,876.36
16	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$2,484.85	\$2,484.85
17	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$5,798.31	\$5,798.31
18	ONESolution Police-to-Citizen - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$14,285.51	\$14,285.51



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	Description	Units	Rate	Extended
19	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$4,141.66	\$4,141.66
20	ONESolution Jail Management System - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$4,075.38	\$4,075.38
21	ONESolution Jail Management System Site License Upgrade - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,656.65	\$1,656.65
22	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$890.46	\$890.46
23	ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$15,335.57	\$15,335.57
24	ONESolution Records Management System Site License Upgrade - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$5,401.95	\$5,401.95
25	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,020.36	\$1,020.36
26	ONESolution Asset Management - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$240.09	\$240.09
27	ONESolution Concealed Weapons Registration - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$240.09	\$240.09



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3769	City of Olympia		USD	Net 30	12/31/2021

	Description	Units	Rate	Extended
28	ONESolution Crime Analysis - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,500.55	\$1,500.55
29	ONESolution Calls For Service - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$300.11	\$300.11
30	ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$240.09	\$240.09
31	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$2,700.98	\$2,700.98
32	ONESolution Generic Permit - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$420.16	\$420.16
33	ONESolution Fire Arms Application Permit - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$300.11	\$300.11
34	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$2,106.05	\$2,106.05
35	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$420.16	\$420.16
36	ONESolution Professional Standards - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$2,100.77	\$2,100.77



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<b>Invoice No (1 of 1)</b> 336980	<b>Date</b> 11/9/2021	<b>Page</b> 5 of 7
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3769	City of Olympia		USD	Net 30	12/31/2021

	Description	Units	Rate	Extended
37	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$4,201.52	\$4,201.52
38	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$2,400.87	\$2,400.87
39	ONESolution Map Converter Software - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$472.67	\$472.67
40	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,012.87	\$1,012.87
41	ONESolution Multi-Jurisdictional RMS Option - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$660.23	\$660.23
42	ONESolution Notification - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$2,700.98	\$2,700.98
43	ONESolution Pawn Shop/Pawn Watch - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$480.17	\$480.17
44	ONESolution Pawn Batch Ticket Processing - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$660.23	\$660.23
45	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,080.38	\$1,080.38
46	ONESolution Remote Lineup - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$660.23	\$660.23



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<b>Invoice No (1 of 1)</b> 336980	<b>Date</b> 11/9/2021	<b>Page</b> 6 of 7
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3769	City of Olympia		USD	Net 30	12/31/2021

	Description	Units	Rate	Extended
47	ONESolution Residential Security Watch - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$180.07	\$180.07
48	ONESolution Quartermaster - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$780.28	\$780.28
49	ONESolution RMS Training Module - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$540.19	\$540.19
50	ONESolution Civil Processing - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$3,121.13	\$3,121.13
51	ONESolution JMS VINE Interface - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$248.49	\$248.49
52	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,397.80	\$1,397.80
53	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$1,241.58	\$1,241.58
54	ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$2,899.71	\$2,899.71



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<i>Invoice No (1 of 1)</i>	<i>Date</i>	<i>Page</i>
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Lake Mary, FL 32746

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900 Plum St. SE  
Olympia WA 98501  
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
3769	City of Olympia		USD	Net 30	12/31/2021

**Please include invoice number(s) on your remittance advice,  
made payable to Superior, LLC**  
**ACH:**  
Routing Number 121000358  
Account Number 1416612641  
E-mail payment details to: [Accounts.Receivable@CentralSquare.com](mailto:Accounts.Receivable@CentralSquare.com)

**Check:**  
12709 Collection Center Drive  
Chicago, IL 60693

<b>Subtotal</b>	\$157,794.52
<b>Tax</b>	\$14,832.66
<b>Invoice Total</b>	\$172,627.18
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	\$172,627.18

**City of Olympia**  
**Annual - Budget to Actual - Types**  
**Updated on 11/19/2021**

**Fund 682-Law Enforcement Record Management Systems**

Revenue	2018 Revised Budget	2018 Actual	2019 Revised Budget	2019 Actual	2020 Revised Budget	2020 Actual	2021 Revised Budget	2021 Actual thru 11/19/2021	2022 Preliminary Budget
(341-81-06) City Of Tenino	5,449	5,449	5,492	5,492	6,027	6,040	5,649	5,649	5,598
(341-81-04) City Of Yelm	26,031	26,031	28,014	28,014	30,741	30,807	28,701	28,701	28,442
(341-81-03) City Of Lacey	145,935	145,935	155,569	155,569	170,712	171,077	161,549	161,549	160,092
(341-81-02) City Of Tumwater	70,727	70,727	73,910	73,910	81,104	81,278	75,111	75,111	74,433
(341-81-01) City Of Olympia	158,398	158,398	162,764	162,764	178,607	178,990	165,334	165,335	163,844
(361-10-30) Lgip Earnings	0	462	0	933	0	748	0	219	0
(361-10-10) Internal Investment Pool	0	1648	0	2953	0	0	0	0	0
(361-10-00) Investment Earnings	0	0	0	0	0	(4,538.7)	0	0	0
<b>Total Revenues</b>	<b>406,540</b>	<b>408,650</b>	<b>425,750</b>	<b>429,636</b>	<b>467,191</b>	<b>464,402</b>	<b>436,344</b>	<b>436,564</b>	<b>432,409</b>

Expenditures	2018 Revised Budget	2018 Actual	2019 Revised Budget	2019 Actual	2020 Revised Budget	2020 Actual	2021 Revised Budget	2021 Actual thru 11/19/2021	2022 Preliminary Budget
(31-02) Misc Operating Supplies	1,500	0	1,530	0	1,530	0	1,530	0	1,530
(49-01) General Miscellaneous	2,400	0	2,448	0	2,448	0	2,448	0	2,500
(49-03) Registration, Certificate	410	400	418	1,198	699	0	700	-499	700
(43-00) Travel	1,500	1,698	1,530	2,117	1,700	-225.63	2,000	0	1,700
(45-02) Computer Rentals	17,456	0	17,805	0	17,805	0	17,805	0	0
(42-00) Communication	0	0	-	0	0	0	0	0	0
(41-01) General Professional Services	89,431	75,700	77,620	72,002	78,720	125,422	78,720	56,738	80,294
(48-01) Maintenance Contracts	172,294	180,927	184,546	150,856	266,327	164,596	185,000	170,282	186,660
(51-13) Thurston Communication	136,130	136,130	138,853	138,298	138,853	141,087	148,141	144,580	159,025
(51-39) Other, State Of Wash	0	4,804	1,000	0	0	0	0	0	0
<b>Total Expenditures</b>	<b>421,121</b>	<b>399,659</b>	<b>425,750</b>	<b>364,471</b>	<b>508,082</b>	<b>430,880</b>	<b>436,344</b>	<b>371,101</b>	<b>432,409</b>

<b>Fund Balance</b>	<b>51,712.37</b>	<b>75,284.19</b>	<b>75,284.20</b>	<b>140,449.45</b>	<b>99,558.45</b>	<b>173,971.55</b>	<b>173,971.55</b>	<b>239,434.23</b>	
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Conservative Target Fund Balance? 65,451.60  
Amount of Fund Balance available to offset Assessments 108,519.95



## CentralSquare Support and Maintenance Agreement

This CentralSquare Support and Maintenance Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Olympia through its Police Department, WA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

**WHEREAS**, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

**WHEREAS**, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

**WHEREAS**, Customer was granted license access and use to Software products by SunGard Public Sector, Inc., under the Software License and Services Agreement dated and signed March 29, 2010 by and between SunGard Public Sector, Inc. and Customer; and

**WHEREAS**, SunGard Public Sector, Inc. operated as a wholly owned entity until January 1, 2020 ("Dissolution Date"). Following the Dissolution Date, all of SunGard Public Sector, Inc.'s assets were rolled up into Superior; and

**WHEREAS**, Superior, a CentralSquare Technologies, LLC company, offers ongoing maintenance and support services to software applications it has licensed or granted cloud/remote access to; and

**WHEREAS**, this Support and Maintenance Agreement (this "Agreement") supersedes and replaces the Software License and Services Agreement, and is entered into to provide continued Software Support for Client's licensed Superior software applications for a period as further defined herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Olympia, WA
1000 Business Center Dr. Lake Mary, FL 32746	601 4 <sup>th</sup> Avenue East Olympia, WA 98501
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:
	APPROVED AS TO FORM:
	_____
	Deputy City Attorney

**1. Solution: ONESolution**

**2. Term.**

2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date (date of signature of both parties) and will continue in effect for one year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

- 2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party ninety (90) days prior to the expiration of the current contract term.
3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the “**Project Cost Summary**”).
4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
- 4.1. “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
  - 4.2. “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
  - 4.3. “**Authorized User**” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
  - 4.4. “**Baseline**” means the version of a Solution updated to the particular time in question through CentralSquare’s warranty services and maintenance, but without any other modification whatsoever.
  - 4.5. “**Component System**” means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
  - 4.6. “**Customer Data**” means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
  - 4.7. “**Custom Modification**” means a change that CentralSquare has made at Customer’s request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
  - 4.8. “**Customer Systems**” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
  - 4.9. “**Defect**” means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare’s control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare’s control.
  - 4.10. “**Documentation**” means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
  - 4.11. “**Enhancements**” means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
  - 4.12. “**Harmful Code**” means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
  - 4.13. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 4.19. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.
5. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
  - 5.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
  - 5.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
  - 5.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
  - 5.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
  - 5.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare 's provision of services to any third-party, in whole or in part;

- 5.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 5.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 5.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

## 6. **Customer Obligations.**

- 6.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 6.2. **Effect of Customer Failure or Delay.** CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 6.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 55, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

## 7. **Professional Services.**

- 7.1. **Compliance with Customer Policies.** While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 7.2. **Contributed Material.** In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

8. **Confidentiality. Confidential Information.** Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) if software, assumed to be proprietary. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with CentralSquare in identifying and preventing

any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

8.1. **Compelled Disclosures.** If the either Party or any of its Representatives is compelled by the Public Records Act or other applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section 8.. If the CentralSquare waives compliance or, after providing the notice and assistance required under this Section, the City remains required by law to disclose any Confidential Information, the City shall disclose only that portion of the Confidential Information that it determines it is legally required to disclose.

8.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.

## 9. Security.

9.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

9.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

9.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain a policy that requires Authorized Users to adequately maintain such confidentiality with exceptions only as the law requires.

## 10. Personal Data.

If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

10.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

10.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

10.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

10.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal

data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

## 11. Representations and Warranties.

11.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any “back door”, “time bomb”, “Trojan horse”, “worm”, “drop dead device” or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer’s sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

11.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS-IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE’S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

12. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to  
CentralSquare:           **CentralSquare**  
                                  **1000 Business Center Dr.**  
                                  **Lake Mary, FL 32746**  
                                  **Phone: 407-304-3235           email: [info@CentralSquare.com](mailto:info@CentralSquare.com)**  
                                  **Attention: Senior Counsel / Contracts Department**

If to Customer:           **Olympia Police Department, WA**  
                                  **601 4<sup>th</sup> Ave**  
                                  **Olympia, WA 98501**  
                                  **Phone: 360-753-8232           email: [grogers@ci.olympia.wa.us](mailto:grogers@ci.olympia.wa.us)**  
                                  **Attention: Gina Rogers**

13. **Force Majeure.** 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, software, or services 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.

#### **14. Indemnification.**

14.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property, including but not limited to allegations that the services or solutions or any subject matter of this Agreement infringes, misappropriates, or otherwise violates any intellectual property rights of any third party, or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

14.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor of Customer as a result of Customer's or any Customer subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

14.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE 'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

#### **15. Termination.** This Agreement may be terminated:

- 15.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 15.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

#### **16. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

- 16.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 16.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

**17. Assignment.** 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, as evidenced by an express written assumption of the obligations hereunder by the assignee.

**18. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

18.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim

arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction in Washington if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

- 18.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).
- 18.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 18.4.
- 18.4. Mediation. Subject to Sections 18.2 and 18.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 18.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 18.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 18.7 and 18.8.
- 18.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to this Agreement, or any alleged breach of this Agreement shall be submitted to an arbitrator jointly chosen by the parties and decided by binding arbitration to be held in Washington. Parties agree to hold the deliberations in such arbitration confidential.
- 18.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the local area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

**19. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

**20. LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

- 20.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND



20.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS

- 21. Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 22. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
- 23. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 24. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 25. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 26. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 27. Order of Precedence.**
- 27.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 27.1.1. The main body of this Agreement and any associated amendments or change orders.
- 27.1.2. The attached Exhibits to this Agreement.
- 27.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.
- Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.
- 27.2. Incorporated Exhibits to this Agreement:
- Exhibit 1 – Project Cost Summary
- Exhibit 2 - Maintenance & Support Standards

**EXHIBIT 1**  
**Project Cost Summary**

<b><u>Description</u></b>	<b><u>Qty</u></b>	<b><u>Annual Renewal Period</u></b> <b><u>1/1/2022-</u></b> <b><u>12/31/2022</u></b>
JMS-MS DISPLAY Annual Maintenance Fee	1	\$828.33
JMS-MS DISPLAY Annual Maintenance Fee	1	\$3,601.32
ONESolution Accident Annual Maintenance Fee	1	\$1,020.36
ONESolution Asset Management Annual Maintenance Fee	1	\$240.09
ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	\$2,106.05
ONESolution Barcoding Server License Annual Maintenance Fee	1	\$420.16
ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	\$1,012.87
ONESolution Calls For Service Annual Maintenance Fee	1	\$300.11
ONESolution Civil Processing Annual Maintenance Fee	1	\$3,121.13
ONESolution Concealed Weapons Registration Annual Maintenance Fee	1	\$240.09
ONESolution Crime Analysis Annual Maintenance Fee	1	\$1,500.55
ONESolution Crime Analysis Plus Annual Maintenance Fee	1	\$2,899.71
ONESolution Field Training Online-Cloud Annual Access Fee	1	\$5,469.78
ONESolution Fire Arms Application Permit Annual Maintenance Fee	1	\$300.11
ONESolution Fleet Vehicle Maintenance Annual Maintenance Fee	1	\$240.09
ONESolution Generic Permit Annual Maintenance Fee	1	\$420.16
ONESolution Jail Management System Annual Maintenance Fee	1	\$4,075.38
ONESolution Jail Management System Site License Upgrade Annual Maintenance Fee	1	\$1,656.65
ONESolution JMS VINE Interface Annual Maintenance Fee	1	\$248.49
ONESolution Link Analysis Annual Maintenance Fee	1	\$4,201.52
ONESolution Map Converter Software Annual Maintenance Fee	1	\$472.67
ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	\$3,484.45
ONESolution MCT Client-No CAD Interface Annual Maintenance Fee	1	\$7,687.70
ONESolution MFR Client Annual Maintenance Fee	1	\$12,857.07
ONESolution MFR Client-Arrest Annual Maintenance Fee	1	\$3,876.36
ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	1	\$2,484.85
ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	\$5,798.31
ONESolution Mobile Server Software Annual Maintenance Fee	1	\$7,828.35
ONESolution Mobile Server Software Site License Upgrade Annual Maintenance Fee	1	\$7,454.97

ONESolution Mugshot Capture Station Software Annual Maintenance Fee	1	\$890.45
ONESolution Multi-Jurisdictional RMS Option Annual Maintenance Fee	1	\$660.23
ONESolution Notification Annual Maintenance Fee	1	\$2,700.98
ONESolution OpCenter for RMS Annual Maintenance Fee	1	\$3,001.08
ONESolution OpCenter for RMS Annual Maintenance Fee	1	\$4,141.66
ONESolution Pawn Batch Ticket Processing Annual Maintenance Fee	1	\$660.23
ONESolution Pawn Shop/Pawn Watch Annual Maintenance Fee	1	\$480.18
ONESolution Police-to-Citizen Annual Maintenance Fee	1	\$14,285.50
ONESolution Police-to-Police Annual Subscription Fee	1	\$0.00
ONESolution Professional Standards Annual Maintenance Fee	1	\$2,100.77
ONESolution Property & Evidence Annual Maintenance Fee	1	\$1,080.39
ONESolution PS Dev & Maint Annual Maintenance Fee	1	\$4,167.45
ONESolution PS Dev & Maint Annual Maintenance Fee	1	\$4,167.45
ONESolution PS Dev & Maint Annual Maintenance Fee	1	\$1,562.80
ONESolution PS Dev & Maint Annual Maintenance Fee	1	\$1,397.80
ONESolution PS Dev & Maint Annual Maintenance Fee	1	\$1,241.58
ONESolution Quartermaster Annual Maintenance Fee	1	\$780.29
ONESolution Records Management System Annual Maintenance Fee	1	\$15,335.57
ONESolution Records Management System Site License Upgrade Annual Maintenance Fee	1	\$5,401.96
ONESolution Remote Lineup Annual Maintenance Fee	1	\$660.23
ONESolution Residential Security Watch Annual Maintenance Fee	1	\$180.08
ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	\$2,400.87
ONESolution RMS Training Module Annual Maintenance Fee	1	\$540.19
ONESolution State Livescan Interface Annual Maintenance Fee	1	\$1,408.16
ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	\$2,700.98
<b>Total</b>		<b>\$157,794.52</b>

**Payment Terms:**

- a. Annual Support & Maintenance Fees are due thirty (30) days prior to the start of the Term and annually thereafter. Prior to the end of the then current support term, and each subsequent annual support term, CentralSquare will forward an invoice to Customer for the annual support fee, which fees are subject to increase.
- b. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare with valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- c. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.
- d. Annual fees are subject to a 5% annual increase.

## EXHIBIT 2

### Support Standards

**I. Support Hours: Hours During Which CentralSquare’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

**II. Targeted Response Times.**

“Notification” means a communication to CentralSquare’s help desk by means of: (i) CentralSquare’s web helpline; or (ii) the placement of a telephone call.

**III. Support Terms.**

Beginning on the Execution Date and continuing for twelve (12) months thereafter (“**Initial Support Term**”), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“**Renewal Support Term**”). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement’s Initial Support Term.

With respect to CentralSquare’s support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare “Telephone Support” hour occurring after CentralSquare’s receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.  A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning CentralSquare’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

*Response timing is measured from the moment a Case number is created. As used herein a “Case number” is created when a) CentralSquare’s support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare’s online support portal, and b) when CentralSquare’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant*

**EQUIPMENT INSPECTION FORM**  
 Inspection of Equipment Purchased with Grant Funds  
 Inspection Year 2021



Discipline:  Fire  LE  EM  MS  PW  Health  Hospital  PS

Inspection Date: 12.6.2021 Inspected By: \_\_\_\_\_

Subgrantee Organization: TCOMM-Law Enforcement Records Mgmt. System  
 Subgrantee Representative(s): Jeanelle Stull  
 Phone: 360 709-2778 E-Mail: Jstull@ci.olympia.wa.us Address: 601 4th Ave E, Olympia WA 98501

I certify the existence and condition of the following equipment from Thurston County Emergency Management as part of the Grant: **FFY 2007 LETPP 97.074 LETPP 2007 GE T7-0017**

Date Rec'd	Description	Model or Part #	Serial #	Tag # or other ID	Inventory Date	Condition of Equipment					Location	Disposal Information (Include Date & Notes)	Disposal Sales Price
						Excellent	Usable	Repairable	Salvage	Scrap			
1/23/2009	Video Camera for Mugshot	CAMCOR INC-Remote & Cables	432803	LERM S-044	<u>12/16/21</u>		X				<u>CPD Jail</u>	<u>N/A</u>	<u>N/A</u>

- Is the equipment available for inspection?  Yes  No (If not, explain) \_\_\_\_\_
- Are there maintenance records for the equipment?  Yes  No (attach records if available)
- Does the equipment require testing?  Yes  No If so, how often? \_\_\_\_\_ (attach records if available)
- Does the equipment need a certification of correct functioning?  Yes  No (attach records if available)
- Does the equipment need to be calibrated?  Yes  No (attach records if available)
- Has the equipment been used in accordance with the purpose of the grant?  Yes  No
- Is the equipment stored properly?  Yes  No (If not, explain) \_\_\_\_\_
- Does the organization perform a physical inventory of the equipment?  Yes  No (attach records if available)
- If any equipment was disposed of, are there appropriate records for means of disposal?  Yes  No (attach records if available)

This inspection form is complete and accurate to the best of my knowledge.

Signed by: Jeanelle Stull Date: 12.9.2021

Print Name / Title: Jeanette Stull LEPMS IT Manager

**EQUIPMENT INSPECTION FORM**  
 Inspection of Equipment Purchased with Grant Funds  
 Inspection Year 2021



Discipline:     Fire         LE         EM         EMS         PW         Health         Hospital         PS

**Inspection Date:** \_\_\_\_\_ **Inspected By:** \_\_\_\_\_

**Subgrantee Organization:** TCOMM-Law Enforcement Records Mgmt. System

**Address:** 2703 Pacific Ave SE Ste A

**Subgrantee Representative(s):** Tim Klotz

**Phone:** (360) 704-2746

**E-Mail:** [tim.klotz@tcomm911.org](mailto:tim.klotz@tcomm911.org)

I certify the existence and condition of the following equipment from Thurston County Emergency Management as part of the

**Grant: FFY 2007 LETPP 97.074 LETPP 2007 GE T7-0017**

Date Rec'd	Description	Model or Part #	Serial #	Tag # or other ID	Inventory Date	Condition of Equipment					Location	Disposal Information (Include Date & Notes)	Disposal Sales Price
						Excellent	Usable	Repairable	Salvage	Scrap			
1/23/2009	Video Camera for Mugshot WS	CAMCOR INC- Remote & Cables	432803										

1. Is the equipment available for inspection?  Yes  No (If not, explain)\_\_\_\_\_
2. Are there maintenance records for the equipment?  Yes  No (attach records if available)
3. Does the equipment require testing?  Yes  No If so, how often? \_\_\_\_\_ (attach records if available)
4. Does the equipment need a certification of correct functioning?  Yes  No (attach records if available)
5. Does the equipment need to be calibrated?  Yes  No (attach records if available)
6. Has the equipment been used in accordance with the purpose of the grant?  Yes  No
7. Is the equipment stored properly?  Yes  No (If not, explain)\_\_\_\_\_
8. Does the organization perform a physical inventory of the equipment?  Yes  No (attach records if available)
9. If any equipment was disposed of, are there appropriate records for means of disposal?  Yes  No (attach records if available)

This inspection form is complete and accurate to the best of my knowledge.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_



Print Name / Title: \_\_\_\_\_

**EQUIPMENT INSPECTION FORM**  
 Inspection of Equipment Purchased with Grant Funds  
 Inspection Year 2021



Discipline:     Fire         LE         EM         EMS         PW         Health         Hospital         PS

**Inspection Date:** \_\_\_\_\_ **Inspected By:** \_\_\_\_\_

**Subgrantee Organization:** TCOMM-Law Enforcement Records Mgmt. System

**Address:** 2703 Pacific Ave SE Ste A

**Subgrantee Representative(s):** Tim Klotz

**Phone:** (360) 704-2746

**E-Mail:** [tim.klotz@tcomm911.org](mailto:tim.klotz@tcomm911.org)

I certify the existence and condition of the following equipment from Thurston County Emergency Management as part of the

**Grant: FFY 2009 SHSP 97.067 SHSP 2009-SS-T9-0015**

Date Rec'd	Description	Model or Part #	Serial #	Tag # or other ID	Inventory Date	Condition of Equipment					Location	Disposal Information (Include Date & Notes)	Disposal Sales Price
						Excellent	Usable	Repairable	Salvage	Scrap			
12/23/2009	Signature Pad	T-LBK755SE-BHSB-R	K9G1128										
12/23/2009	Scanner, Hand Held	PA500-956-ACG	1315492004										
12/23/2009	Barracuda Web Filter	BARRACUDA	BAR-YF286507										
12/23/2009	Server Rack - Chatsworth M1153-141 Cabinet	CHATSWORTH PROD INC	N/A										

1. Is the equipment available for inspection?  Yes  No (If not, explain) \_\_\_\_\_
2. Are there maintenance records for the equipment?  Yes  No (attach records if available)
3. Does the equipment require testing?  Yes  No If so, how often? \_\_\_\_\_ (attach records if available)
4. Does the equipment need a certification of correct functioning?  Yes  No (attach records if available)
5. Does the equipment need to be calibrated?  Yes  No (attach records if available)
6. Has the equipment been used in accordance with the purpose of the grant?  Yes  No
7. Is the equipment stored properly?  Yes  No (If not, explain) \_\_\_\_\_
8. Does the organization perform a physical inventory of the equipment?  Yes  No (attach records if available)

9. If any equipment was disposed of, are there appropriate records for means of disposal?  Yes  No (attach records if available)

This inspection form is complete and accurate to the best of my knowledge.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name / Title: \_\_\_\_\_