Public Safety Committee Meeting
Tuesday, April 2, 2024 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. **Open Meeting**

   - In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
   - Items listed on the agenda may be considered in any order.

2. **Roll Call**

   - Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. **Items of Business**

   - The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

   3.A. Authorize the Mayor and City Administrator to provide a termination notice to Beatrice.

   3.B. Consider the RMS Quote

4. **Officers' Reports**

   - Reports may be given by the Mayor, Officers,
     Departments, or Councilmembers concerning the current operations of the City.
   - No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. **Adjournment**

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.

- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.

- The complete agenda with attachments is available at www.crete.ne.gov.

AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE OF SOFTWARE AGREEMENT AND SYSTEM ("ACCESS AGREEMENT")

among

County of Seward
261 S 8th Street
Seward, NE 68434

and

Crete Police Department
1945 Forest Ave.
Crete, NE 68333

and

TriTech Software Systems, a CentralSquare Technologies, LLC company
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, **County of Seward** ("**Customer**") and **TriTech Software Systems, a CentralSquare Technologies, LLC company, as successor in interest to Zuercher Technologies** ("**TriTech**")**,** have entered into a certain Software License and Service Agreement dated March 19th, 2019 ("**Customer Agreement**");

and

Whereas, the **Crete Police Department** ("**Accessing Agency**") has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement.

Now therefore, the parties agree as follows:

1.   Customer and TriTech grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**") in order to exchange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data) between Customer and Accessing Agency, subject to the terms herein.

2.   TriTech and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at TriTech's or Customer's discretion.

3.   This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, TriTech shall be under no obligation to the Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at TriTech's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to TriTech.

4.   Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement and agrees that the Software constitutes proprietary information and trade secrets of TriTech and will remain the sole property of TriTech. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the TriTech proprietary information for its benefit and internal use only by its employees.   The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, TriTech has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5.   Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. TriTech is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and TriTech of a definitive written software license agreement between TriTech and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. TriTech will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN TRITECH AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. TRITECH MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. TRITECH WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6.   Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7.   Subject to compliance with applicable laws, Customer and Accessing Agency may agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

8.   Customer and Accessing Agency agree to be bound by the most current version of the FBI CJIS Security Policy and are responsible for maintaining the required certifications for access to the respective state's CJIS system(s), NCIC, and/or other local state, federal, and/or other applicable systems.

9.   Accessing Agency shall indemnify, defend and hold harmless TriTech, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either TriTech resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Agency, any authorized user, or any third party on behalf of Accessing Agency or any authorized user, in connection with this Access Agreement.

10.   This Access Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

11.   Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with TriTech for support services.

12.   This Access Agreement contains the entire understanding of the parties with respect to its subject matter supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, TriTech, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

County of Seward, NE

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

Crete Police Department, NE

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

TriTech Software Systems

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

SALES ORDER
PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Crete Police Department, NE ("Customer") and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superion, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. ("CentralSquare") and shall be effective as of the date of the last signature herein.

Quote Number: Q-153849 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Subscription

100 % due on the Delivery Date*

Services

100 % due Upon Completion

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Payment due in full 30 days from date of invoice. Annual maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

CentralSquare Technologies, LLC	Crete Police Department
1000 Business Center Drive Lake Mary, FL 32746	1945 Forest Ave Crete, NE 68333
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Exhibit A

Quote

Quote #: Q-153849
Primary Quoted Solution: PSJ Pro
Quote expires on: May 14, 2024

Quote prepared for:
Chad Menagh
Crete Police Department
1945 Forest Ave
Crete, NE 68333

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	185.40	185.40
2.	CAD PS Pro Motorola MACH FSA Interface (Export) Annual Subscription Fee	1	7,953.53	7,953.53
3.	Mobile PS Pro CAD Annual Subscription Fee	13	159.04	2,067.52
4.	Mobile PS Pro NCIC Annual Subscription Fee	13	0.00	0.00
5.	Mobile PS Pro Records Annual Subscription Fee	13	335.74	4,364.62
6.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	758.04	758.04
7.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	0.00
8.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	530.10	530.10
9.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,590.30	1,590.30
10	PS Pro Additional Agency CLEIN/NCIC Interface Annual Subscription Fee	1	279.31	279.31

Software Total   17,728.82 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	11,700.00
2.	Public Safety Data Conversion Services - Fixed Fee	21,450.00
3.	Public Safety Project Management Services - Fixed Fee	8,775.00
4.	Public Safety Technical Services - Fixed Fee	3,120.00
5.	Public Safety Training Services - Fixed Fee	7,215.00
	Services Total	52,260.00 USD

QUOTE SUMMARY

Software Subtotal	$17,728.82 USD
Services Subtotal	52,260.00 USD
Quote Subtotal	69,988.82 USD

	Discount	- $0.00 USD

	Quote Total	69,988.82 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	$17,728.82

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

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:
_____

Attachment A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

   If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.

3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.

4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Exhibit B