

SOFTWARE BOARD AGREEMENT

This Software Board Agreement ("Agreement") is made by and between the Belton Police Department, Belton Fire Department, the Cass County Sheriff's Office, Harrisonville Police Department, Harrisonville Fire Department, Peculiar Police Department, Pleasant Hill Police Department, Raymore Police Department, South Metro Fire Protection District, West Peculiar Fire Protection District and the Cass County Emergency Services Board ("**ESB**") (collectively, a "**Party**" or the "**Parties**"). The **Parties**, excepting the **ESB**, are sometimes referred to collectively as the "**Agencies**" or singularly as an "**Agency**."

WHEREAS, the **ESB** is responsible for providing consolidated software for central dispatching of law enforcement, fire protection, emergency ambulance service, including emergency telephone services, and other emergency services; and

WHEREAS, the **Parties** desire to use an integrated public safety software system consisting of computer-aided dispatch ("**CAD**"), records management system ("**RMS**"), and jail management system ("**JMS**"); and

WHEREAS, the **ESB** and **Agencies** selected CentralSquare's Public Safety Pro Suite to provide the integrated **CAD**, **RMS**, and **JMS** (the "**Software Suite**"); and

WHEREAS, the **Parties** have determined that it is in their best interests to enter into this Agreement to provide for the operation and administration of the Software Suite.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the **Parties** understand and agree as follows:

1. **Purpose.** The purpose of this Agreement is to share certain public safety operations resources by and between the **Parties**. These resources include public safety hardware, software and other support services. This Agreement is intended to benefit the citizens of Cass County by improving delivery of E911 services, improving efficiency of public safety operations, and standardizing data among the **Parties**.
2. **Technology Provider.** The **ESB** selected the proposal of CentralSquare Technologies by adoption of Resolution No. 22-008 on June 22, 2022, following a request for proposals process. The **Parties** agree to CentralSquare Technologies as the Software Suite vendor. CentralSquare will provide the servers necessary for the Software Suite. CentralSquare retains ownership of the Pro hardware servers which comprise the Software Suite. Equipment currently owned by a **Party** will remain the property and responsibility of that **Party**.
3. **Software Board.** Upon the Software Suite's "Go Live" date, the **Parties** hereby establish the Software Board. The purpose of the Software Board is to manage the Software Suite

and to be the final approving body for proposals to add any software programs and hardware which directly interface and/or pull data from the Software Suite.

- a. Each **Party** shall appoint one (1) member to serve on the Software Board. The Software Board shall select a **Chairperson** annually to serve October 1st through September 30th of each year. The Chairperson shall lead regular meetings held at least quarterly or as needed.
- b. The Software Board will be subject to the Missouri Sunshine Law, Chapter 610, RSMo (e.g., open meetings, posting meeting notices and keeping minutes).
- c. The Software Board has primary responsibility to develop, implement, and maintain uniform policies and procedures concerning access to and the use of the Software Suite.
- d. The Software Board shall discuss issues related to the performance, security, and reliability of the Software Suite.
- e. The Software Board shall hear and decide upon proposals from an **Agency** or user of the Software Suite to add software programs and hardware which directly interface and/or pull data and which impact a global change, which encompasses a variety of changes that impact all agencies within the CentralSquare CAD, RMS, or JMS ProSuite. If approved, all costs associated with the adding/updating of additional software program(s) and hardware shall be the responsibility of the requesting **Agency** or user in addition to all costs associated with hindering, impeding, or damaging the performance of the Software Suite.

4. **ESB Responsibilities.** The responsibilities of the **ESB** are as follows:

- a. Act as the Software Suite Coordinator among the **Agencies**.
- b. Participate in the Software Board as a voting member.
- c. Facilitate the hosting of the Software Suite servers provided by CentralSquare.
- d. Work with **Agencies** to ensure connection to the Software Suite and that it is both accessible and reliable.
- e. Work with CentralSquare to ensure best practices are implemented with respect to security, storage, and data backups on the Software Suite.
- f. Function as the fiscal agent under this Agreement with respect to monies owed to CentralSquare.

- g. In conjunction with the network provider and data center (private cloud and colocation services), provide CentralSquare data systems access to the **Agencies** 24 hours a day, 7 days a week subject to the limitations set forth herein. This service includes:
 - i. Tier Troubleshooting.
 - ii. Operating system updates and security patches.
 - iii. Anti-Virus, spam and malware protection.
 - iv. Manage and maintain the network infrastructure including the provision of VPN access for MDTs or other mobiles devices.
- h. Maintain confidentiality of records contained in or obtained through the CentralSquare data system and third-party applications, subject to Chapter 610, RSMo.

5. **Agencies' Responsibilities.** The responsibility of each **Agency** is as follows:

- a. Appoint a Software Suite Administrator who will serve as the point of contact with the **ESB**, CentralSquare or any other applicable software vendor.
- b. The Software Suite Administrator will coordinate the deployment and implementation of the Software Suite for their **Agency** including participation in all phases of Software Suite testing and final acceptance.
- c. Cooperate with the network provider(s), service provider(s) and other **Agencies** to ensure performance, security, and a reliable connection to the Software Suite, so that pertinent data is accessible and reliable to the authorized **Agency**.
- d. Maintain confidentiality of records contained in or obtained through the CentralSquare data system and third-party applications, subject to Chapter 610, RSMo
- e. Comply with the policies and procedures of the **ESB** related to access to the CentralSquare data system, including but not limited to:
 - i. Causing its personnel to undergo a background investigation to ensure that personnel possess the requisite integrity to maintain the confidentiality of records contained in or obtained through the CentralSquare data system and third-party applications.
 - ii. Maintaining a policy on confidentiality of information that limits the use or dissemination of information contained in or obtained from the CentralSquare data system and third party applications to official purposes only, and ensure that personnel do not disseminate information by any means except in the course of official duties, and any such dissemination

will be documented by the **Agency** for audit purposes by the **ESB**. The policy will specifically prohibit sharing of any information so obtained on social media sites, except through such sites or pages officially maintained by an individual designated by the **Agency**, and information related to or affecting any other **Agency** will not be shared without the approval of the affected **Agency**.

- iii. Ensuring that access to the CentralSquare data system and third-party applications are limited to those properly trained and authorized personnel who are currently active in the **Agency** and require access as part of their official duties.
- iv. Ensuring data access is limited to an approved mechanism or interface that unless otherwise approved by both the Participating **Agency** and CentralSquare. Third party applications which may not be tied to a secure interface between the CentralSquare data system and other systems are limited to official purposes only as dissemination of information is restricted as set forth above.
- v. Data may not be exported or archived by any means other than approved interfaces to prevent inadvertent data transmissions of sensitive or protected information including HIPAA, CJIS, expungements, and juvenile records.
- vi. Ensure inappropriate actions by any of its personnel are addressed, such as by internal disciplinary procedures and/or pursuing criminal charges.
- vii. Report any suspected security breach by notifying the Software Board, network provider(s), service provider(s), and data center(s), within 24 hours.

6. Data Access and Release.

- a. The **Parties** agree that each will continue to be the responsible authority for the data created by each of them. Nothing in this Agreement shall result in any change of responsibilities for data practices, requests, access procedures, and compliance responsibilities.
- b. The **Parties** agree that the originator of the data continues to own the data and will retain all responsibilities attendant to the creation, sharing, disposition and maintenance of such data.
- c. Each **Agency's** Software Suite Administrator or designee shall be responsible for establishing the **Agency's** data access permission parameters within the Software

Suite. No Agency is authorized to release data of a different Agency without permission from the originating Agency.

7. **Additional Provisions.**

- a. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Missouri.
- b. **Relationship.** The Parties and each of them and their officers, employees, agents, and assigns are neither employed nor contracted as officers, agents, or employees of any other Party.
- c. **Further Acts.** The Parties shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed.
- d. **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary, decree, or otherwise.
- e. **Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed provided if delivered in person, sent by email with read receipt, sent by facsimile, or sent by U.S. Mail with delivery confirmation to the Party's City Hall (in the case of cities), Cass County Sheriff's Office, or offices of the ESB, as the case may be, and to the attention of the Agency's Software Suite Coordinator or ESB Executive Director, as the case may be.
- f. **Modification.** This Agreement may not be modified or amended except in writing when mutually agreed to and accepted by the Parties to this Agreement.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject described herein.
- h. **Severability.** In the event any of the provisions herein contained shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid, or unenforceable provision was not contained herein. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect and the Parties may renegotiate the terms affected by the severance.
- i. **Counterpart Signatures.** This Agreement may be executed in any number of counterparts and when so executed shall be deemed an original, and all of which together shall constitute one and the same instrument. Hand signatures transmitted

by fax or electronic mail in portable document format (PDF), or similar format, are also permitted as binding signatures to this Agreement.

- j. Effective Date. The Effective Date of this Agreement is the last day signed by all Parties.

IN WITNESS WHEREOF, the Parties have signed their names as of the Effective Date.

[Remainder of page intentionally left blank]

Belton Police Chief

By: Chief Scott A. Jones
Scott A. Jones
Date: 8/13/24

Belton Fire Chief

By: [Signature]
Fire Chief
Date: 8/13/24

Cass County Sheriff's Office

By: [Signature]
Sheriff Jeff Weber
Date: 07/29/2024

Harrisonville Police Chief or designee

By: [Signature]
Director of Admin Services
Date: 7/29/24

Harrisonville Fire Chief

By: [Signature]
Fire Chief
Date: 7-29-24

Peculiar Police Chief

By: [Signature]
Don L. Shepard

Pleasant Hill Police Chief

By: [Signature]
Date: 8/6/2024

Raymore Police Chief

By:

Chp. J. Allen

Date: 7-31-24

South Metro Fire Protection District Chief

By:

Lee D...

Date: 7/26/2024

West Peculiar Fire Protection District Chief

By:

Robert Sperry

Date: 8/5/2024

Cass County Emergency Services Board

By:

Kristofer P. Stunkow
Chairman

Date: 7/31/2024