

## **INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Sheriff's Office, hereinafter referred to as the "County", CITY OF MCMINNVILLE, acting by and through its Police Department, hereinafter referred to as the "City", and YAMHILL COMMUNICATIONS AGENCY, hereinafter referred to as the "YCOM".

### **RECITALS**

WHEREAS, The County and the City are both units of local governments; and

WHEREAS, YCOM is an intergovernmental entity formed under the authority granted under ORS 403.305; and

WHEREAS, ORS 190.010 permits units of local government to enter into a written agreement with other units of local government for the performance of any or all functions and activities that the agency has authority to perform; and

WHEREAS, YCOM wishes to serve as the "customer of record" with CentralSquare, a public agency safety & administration software provider, for the Records Management System (RMS) shared by several agencies, including both the City and the County, in their respective Public Safety Answering Points (PSAPs); and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the parties as follows:

### **AGREEMENT**

1. **TERM.** This Initial Term of this Agreement shall become effective, and services required hereunder shall commence, on January 1, 2025, and shall thereafter terminate on December 31, 2029, unless otherwise terminated as provided herein. This Agreement shall automatically renew for additional successive one (1) year terms pursuant to all of the Agreement's provisions herein (a "Renewal Term" and, collectively, with the Initial Term, the "Term").
2. **CONSIDERATION.**
  - a. The County and the City shall each be financially responsible for their respective portion of the prorated project costs and user subscriptions provided in the *CentralSquare Solution(s) and Services Fee Schedule*, attached hereto as Exhibit A and incorporated herein. The County and City shall be invoiced by YCOM for such prorated costs and shall make their separate payments upon receipt and acceptance of the services described herein. The County and City shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized agency representative.
  - b. The County acknowledges and accepts responsibility for payments to be made on behalf of both Carlton Police Department and Yamhill Police Department, as outlined in Exhibit A, for which the County will seek repayment from each entity under separate agreements.
  - c. The costs of any hardware required by a party hereto in support of an upgrade and/or maintenance deployment to the RMS system shall be borne solely by that respective party. However, if the cost of such hardware is required by multiple parties hereto, those costs

shall be paid for by YCOM and thereafter invoiced to the respective party(s) on a prorated basis.

3. **SERVICES.** YCOM, the City, and the County each agree to perform their respective services as outlined in Exhibit B, attached hereto and incorporated herein, to the full satisfaction of the other parties.

4. **INDEPENDENT CONTRACTOR.** The parties hereto are to be considered independent contractors of each other and are in way to be considered employees of or agents of each other. No party shall be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of another party hereto.

5. **REPRESENTATIONS AND WARRANTIES.**

a. YCOM Representations and Warranties. YCOM represents and warrants that:

- i. YCOM is an intergovernmental entity duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
- ii. YCOM has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
- iii. The making and performance by YCOM of this Agreement: (a) has been duly authorized by all necessary action of YCOM; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any YCOM ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which YCOM is party or by which County may be bound or affected;
- iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by YCOM of this Agreement, other than those that have already been obtained;
- v. This Agreement has been duly executed and delivered by YCOM and constitutes a legal, valid, and binding obligation of YCOM enforceable in accordance with its terms;
- vi. YCOM has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and YCOM will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- vii. YCOM shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

b. County Representations and Warranties. The County represents and warrants that:

- i. The County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
- ii. The County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;

- iii. The making and performance by the County of this Agreement: (a) has been duly authorized by all necessary action of the County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the County is party or by which County may be bound or affected;
  - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
  - v. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms;
- c. City Representations and Warranties. The City represents and warrants that:
- i. The City is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
  - ii. The City has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
  - iii. The making and performance by the City of this Agreement: (a) has been duly authorized by all necessary action of the City; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any City ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the City is party or by which County may be bound or affected;
  - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the City of this Agreement, other than those that have already been obtained;
  - v. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms;
6. **AMENDMENT.** This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind any of the parties unless in writing and signed by all parties.
7. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
8. **INDEMNIFICATION.** Each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits, actions,

liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement.

**9. INSURANCE.**

- a. Workers Compensation. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
- b. General Liability. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
- c. Automobile Liability. To the extent applicable, each party shall obtain and at all times keep in effect automobile liability insurance as required by law.

**10. TERMINATION.**

For terminations under this agreement made outside of the annual renewal period, the terminating party acknowledges that there shall be no recovery of annual fees in proportion to the remaining time.

- a. Termination for Convenience. Any of the parties may terminate this Agreement in whole or in part without specifying any reason for termination by giving written notice of intent to terminate, in writing, to the other parties at their respective address provided herein, mailed at least 60 days before the intended termination date. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of any of the parties already accrued prior to the effective date of termination.
- b. Termination for Cause. It is further agreed that any of the parties may immediately terminate this Agreement without liability or penalty for any of the following causes:
  - i. A party hereto breaches any of the provisions of this Agreement;
  - ii. A party no longer holds all licenses or certificates that are required to perform the services required under this Agreement;
  - iii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow any of the parties to perform in accordance with the provisions of this Agreement; or
  - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services required under this Agreement are prohibited, or any of the parties is prohibited from paying for such services from the planned funding source.
- c. Access to Data Upon Notice of Termination.
  - i. If the City or the County requests, in writing, at least thirty (30) days prior to the date of expiration or earlier termination of this Agreement, YCOM shall, within sixty (60) days following such expiration or termination, deliver to requesting party the then most recent version of agency data maintained by CentralSquare, provided that the requesting agency has at that time paid all outstanding fees due and any amounts payable after or as a result of such expiration or termination.
  - ii. Following the expiration or termination of this Agreement, any party hereto may, at their sole cost, request transition services from CentralSquare, which may include, but is not limited to, continued access to the on-premise reporting server, to be mutually negotiated and agreed upon in good faith regarding pricing and duration of access.

11. **FORCE MAJEURE.** Neither the County, the City, nor YCOM shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County, the City, or YCOM. All parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
12. **ASSIGNMENT; DELEGATION; SUCCESSOR.** No party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other parties' prior written consent. A party's written consent does not relieve the other parties of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
13. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) the City and YCOM that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. All parties hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
14. **RECORDS.** All parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, all parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document all parties' performance hereunder. Parties acknowledge and agrees that County, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
15. **NOTICES.** All notices, bills, and payments shall be made in writing and may be given by personal delivery, by mail, or by email. Notices, bills, and payments sent by mail should be addressed as follows:

COUNTY: YAMHILL COUNTY SHERIFF'S OFFICE  
ATTN: Sheriff Sam Elliott  
535 NE 5<sup>th</sup> Street, Rm 143  
McMinnville, Oregon 97128  
[elliotts@yamhillcounty.gov](mailto:elliotts@yamhillcounty.gov)

CITY: MCMINNVILLE POLICE DEPARTMENT

ATTN: Chief of Police Cord Wood  
121 SW Adams St  
McMinnville, OR 97128  
[cord.wood@mcminnvilleoregon.gov](mailto:cord.wood@mcminnvilleoregon.gov)

YCOM: YAMHILL COMMUNICATIONS AGENCY  
ATTN: Director Patti Sauers  
121 SW Adams St  
McMinnville, OR 97128  
[patti.sauers@ycom911.gov](mailto:patti.sauers@ycom911.gov)

16. **WAIVER.** The failure of any of the parties to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind any of the parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **COUNTERPARTS.** This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
19. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
20. **SURVIVAL.** All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND ANY OF THE PARTIES UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CITY, YCOM, AND THE COUNTY, BY SIGNATURE OF ITS AUTHORIZED AND RESPECTIVE REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ

THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

**CITY OF MCMINNVILLE**

  
\_\_\_\_\_  
Signature

Jeff Towery  
\_\_\_\_\_  
Name (printed)

City Manager  
\_\_\_\_\_  
Title

March 11, 2025  
\_\_\_\_\_  
Date

**YAMHILL COUNTY**

Signed by:  
  
\_\_\_\_\_  
Chair, KIT JOHNSTON

Signed by:  
Mary Starrett  
\_\_\_\_\_  
Commissioner, MARY STARRETT

Signed by:  
David King  
\_\_\_\_\_  
Commissioner, DAVID "BUBBA" KING

3/21/2025  
\_\_\_\_\_  
Date

**YCOM**

Patricia Sauers Digitally signed by Patricia Sauers  
Date: 2025.02.18 09:43:02 -08'00'  
\_\_\_\_\_  
Signature

Patricia Sauers  
\_\_\_\_\_  
Name (printed)

Executive Director  
\_\_\_\_\_  
Title

2/18/25  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

By:   
\_\_\_\_\_  
Sam Elliott, Yamhill County Sheriff

**APPROVED AS TO FORM**

Signed by:  
By: Jodi Gollehon  
\_\_\_\_\_  
Jodi Gollehon, Assistant County Counsel

**Approved by the BOC on: 3/20/2025**

**via Board Order No.: 25-077**

**EXHIBIT A  
SOLUTION(S) AND SERVICES FEE SCHEDULE**

**EXHIBIT 1  
Solution(s) and Services Fee Schedule**

Quote #: Q-157910

**WHAT SOFTWARE IS INCLUDED?**

**CARLTON PD**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CentralSquare Xtend Citation Annual Subscription Fee	1	2,000.00		2,000.00
2.	CentralSquare Xtend Crash Annual Subscription Fee	1	2,000.00		2,000.00
3.	CentralSquare Xtend User Annual Subscription Fee	3	175.00		525.00
4.	Enterprise RMS Concurrent User License (OP) Annual Subscription Fee	2	600.00	- 120.00	1,080.00
5.	NCIC/State Software Enterprise RMS Concurrent User (OP) Annual Subscription Fee	1	200.00	- 20.00	180.00

**Carlton PD Software Subtotal** 5,925.00 USD  
**Carlton PD Software Discount** - 140.00 USD  
**Carlton PD Software Total** 5,785.00 USD

**INTERFACES**

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
6.	CentralSquare Message Switch Direct Integration (OP) Annual Subscription Fee	1	0.00	0.00
7.	Enterprise Common Identity Management (CIM) (OP) Annual Subscription Fee	1	0.00	0.00

**Interfaces Software Total** 0.00 USD

**MCMINNVILLE PD**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
8.	CentralSquare Xtend Citation Annual Subscription Fee	1	2,000.00		2,000.00
9.	CentralSquare Xtend Crash Annual Subscription Fee	1	2,000.00		2,000.00
10.	CentralSquare Xtend User Annual Subscription Fee	35	175.00		6,125.00

11.	Enterprise RMS Concurrent User License (OP) Annual Subscription Fee	17	600.00	- 1,020.00	9,180.00
12.	NCIC/State Software Enterprise RMS Concurrent User (OP) Annual Subscription Fee	2	200.00	- 40.00	360.00
13.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00		5,000.00

**McMinnville PD Software Subtotal** 25,725.00 USD  
**McMinnville PD Software Discount** - 1,060.00 USD  
**McMinnville PD Software Total** 24,665.00 USD

**RMS**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
14.	Enterprise RMS Accident (OP) Annual Subscription Fee	1	5,600.00	- 560.00	5,040.00
15.	Enterprise RMS Disaster Recovery System (OP) Annual Subscription Fee	1	1,700.00	- 170.00	1,530.00
16.	Enterprise RMS GIS (With CAD) (OP) Annual Subscription Fee	1	0.00		0.00
17.	Enterprise RMS NIBRS Module (OP) Annual Subscription	1	10,800.00	- 1,080.00	9,720.00
18.	Enterprise RMS Reporting Server License (OP) Annual Subscription Fee	1	1,100.00	- 110.00	990.00
19.	Enterprise RMS Server Software (OP) Annual Subscription Fee	1	15,100.00	- 1,510.00	13,590.00
20.	Enterprise RMS Test or Training System (OP) Annual Subscription Fee	1	1,700.00	- 170.00	1,530.00

**RMS Software Subtotal** 36,000.00 USD  
**RMS Software Discount** - 3,600.00 USD  
**RMS Software Total** 32,400.00 USD

**YAMHILL COUNTY SHERIFF**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
21.	CentralSquare Xtend Citation Annual Subscription Fee	1	2,000.00		2,000.00
22.	CentralSquare Xtend Crash Annual Subscription Fee	1	2,000.00		2,000.00
23.	CentralSquare Xtend User Annual Subscription Fee	36	175.00		6,300.00
24.	Enterprise RMS Concurrent User License (OP) Annual Subscription Fee	21	600.00	- 1,260.00	11,340.00
25.	NCIC/State Software Enterprise RMS Concurrent User (OP) Annual Subscription Fee	3	200.00	- 60.00	540.00
26.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00		5,000.00

**Yamhill County Sheriff Software Subtotal** 28,500.00 USD  
**Yamhill County Sheriff Software Discount** - 1,320.00 USD  
**Yamhill County Sheriff Software Total** 27,180.00 USD

**YAMHILL PD**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
27.	CentralSquare Xtend Citation Annual Subscription Fee	1	2,000.00		2,000.00
28.	CentralSquare Xtend Crash Annual Subscription Fee	1	2,000.00		2,000.00
29.	CentralSquare Xtend User Annual Subscription Fee	4	175.00		700.00
30.	Enterprise RMS Concurrent User License (OP) Annual Subscription Fee	2	600.00	- 120.00	1,080.00
31.	NCIC/State Software Enterprise RMS Concurrent User (OP) Annual Subscription Fee	1	200.00	- 20.00	180.00

<b>Yamhill PD Software Subtotal</b>	6,100.00 USD
<b>Yamhill PD Software Discount</b>	- 140.00 USD
<b>Yamhill PD Software Total</b>	5,960.00 USD

**SOFTWARE SUMMARY**

<b>Software Subtotal</b>	102,250.00 USD
<b>Software Discount</b>	- 6,260.00 USD
<b>Software Total</b>	95,990.00 USD

**WHAT SERVICES ARE INCLUDED?**

**SERVICES**

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	70,395.00
2.	Public Safety GIS/Analytics Services - Fixed Fee	4,680.00
3.	Public Safety Project Management Services - Fixed Fee	36,465.00
4.	Public Safety Technical Services - Fixed Fee	69,810.00
5.	Public Safety Training Services - Fixed Fee	36,660.00
6.	Public Safety Travel & Living Expenses Estimate	34,500.00

<b>Services Services Subtotal</b>	252,510.00 USD
<b>Services Services Discount</b>	- 109,005.00 USD
<b>Services Services Total</b>	143,505.00 USD

**SERVICES SUMMARY**

<b>Services Subtotal</b>	252,510.00 USD
<b>Services Discount</b>	- 109,005.00 USD
<b>Services Total</b>	143,505.00 USD

## QUOTE SUMMARY

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**Software Subtotal** 102,250.00 USD

**Services Subtotal** 252,510.00 USD

**Quote Subtotal** 354,760.00 USD

**Discount** - 115,265.00 USD

**Quote Total** 239,495.00 USD

## RECURRING FEES

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TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	96,515.00

**Payment Terms:**

**Subscriptions:**

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 3% for Years 2-3, 4% for Year 4, and 5% for Year 5. Years 6+ shall increase by a not-to-exceed 5%.

**Services:**

**Payment Schedule:**

	<b>Implementation Services</b>
20%	Due on Contract Signing
20%	Due at installation of Enterprise Software
20%	Due at completion of End User Training prior to Go-Live
20%	Due at Go-Live
20%	Due at post Go-Live user acceptance

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

**Hardware:**

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

**Licenses:**

- If applicable, License Fees are due on the Delivery Date.

**Support & Maintenance**

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- If applicable, Annual Software Maintenance Fees shall increase by 3% for Years 2-3, 4% for Year 4, and 5% for Year 5. Years 6+ shall increase by a not-to-exceed 5%.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

**Third Party:**

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

**Invoice Terms:**

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

**ANCILLARY FEES**

- a. 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 valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any undisputed 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.

**EXHIBIT B**  
**PARTIES' ROLES AND RESPONSIBILITIES**

The purpose of the Agreement is to coordinate the Parties' roles and responsibilities for upgrading the shared Records Management System (RMS) and maintaining each parties' support of the system for the life of the agreement.

Each party to the agreement shall submit support tickets and coordinate support services individually by agency unless such support or issue impacts more than one party; multi-party issues or support requests shall be managed by YCOM.

In addition, the parties agree the following serve as general guidelines for each party's role and responsibility under this agreement:

1. YCOM shall perform as follows:

a. Vendor Payment and Negotiation

As Customer of Record, YCOM shall serve as the primary point of contact for CentralSquare for contract negotiation, change orders, and vendor payment under this agreement. This includes, but is not limited to, requests for additional licenses or services under the agreement. Direct negotiations between CentralSquare and the City or County shall constitute a breach of this agreement unless explicit authority has been granted by YCOM.

b. Dedicated Project Management

YCOM shall serve as the coordinator of the RMS Upgrade Project under this agreement. Such coordination shall be managed by YCOM Executive Director or designee.

c. RMS User Group

i. YCOM shall serve as the coordinator of the RMS User Group under this agreement. Such User Group shall meet at least quarterly to propose changes, discuss maintenance and support tickets, deliberate product development suggestions, etc., and shall include, at a minimum, the following members:

a. *YCOM Representatives* – Executive Director or designee and IT Director or designee

b. *City Representatives* – McMinnville Police Department Chief or designee and City IT Director or designee

c. *County Representatives* – Yamhill County Sheriff or designee and County IT Director or designee

ii. Any requests for changes to services that would affect all parties must be discussed by the User Group and approved prior to submission.

2. Yamhill County shall perform as follows:

a. Dedicated Project Management Assigned for RMS Upgrade Project

The County shall provide at least two personnel for dedicated support and participation in the RMS Upgrade Project and ongoing maintenance. Such personnel shall be the Yamhill County Sheriff or designee and the County IT Director or designee. Other personnel from the Sheriff's Office or Information Technology may be consulted or serve in an ad hoc manner as needed and authorized by the Sheriff or County IT director.

b. Representation for City of Carlton and City of Yamhill

The County shall serve as the representative for the City of Carlton and the City of Yamhill for the purposes of the RMS Upgrade and Maintenance projects. Such representation shall be designated under a separate Intergovernmental Agreement between the parties.

3. City of McMinnville shall perform as follows:

a. Dedicated Project Management Assigned for RMS Upgrade Project

The City shall provide at least two personnel for dedicated support and participation in the RMS Upgrade Project and ongoing maintenance. Such personnel shall be the McMinnville Police Department Chief or designee and the City IT Director or designee. Other personnel from the City may be consulted or serve in an ad hoc manner as needed and authorized by the Chief or City IT director.