

## INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement (“Agreement”) is made by and between the City of Harrisonville, Missouri (“Harrisonville”); the Cass County Sheriff’s Office (“Sheriff’s Office”); the City of Belton, Missouri (“Belton”); the City of Pleasant Hill, Missouri (“Pleasant Hill”); the City of Peculiar, Missouri (“Peculiar”); the City of Raymore, Missouri (“Raymore”); 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 funding, 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. **Timeframe.** The ESB/CentralSquare agreement establishes a 5-year annual subscription-based pricing model for which CentralSquare provides a fully managed-service approach to the Software Suite as a whole, foregoing standard limited warranties in favor of full support and maintenance on an ongoing basis. Accordingly, this Agreement is intended to

be in effect for 5 years. The Parties agree to meet at the end of the 3<sup>rd</sup> year following the Software Suite's "Go Live" date to begin discussing possible solutions for needed integrated public safety software system at the end of the 5 years. Nothing prevents the Parties from meeting sooner.

4. Cost-Sharing

- a. The cost breakdown for the Software Suite is as follows:
  - i. Annual subscription - \$353,495.97.
- b. The Parties agree to share in the annual subscription amount (an amount due each year for 5 years) as follows:
  - i. ESB - \$204,437.87;
  - ii. Belton - \$27,257.98;
  - iii. Sheriff's Office - \$73,410.73;
  - iv. Harrisonville - \$11,262.25;
  - v. Pleasant Hill - \$7,501.59;
  - vi. Raymore - \$17,235.81;
  - vii. Peculiar - \$6,155.70.
- c. The ESB will pay all amounts due CentralSquare under the agreement between the ESB and CentralSquare. The ESB will then submit invoices to the Agencies for reimbursement of their respective amount as provided in the Cost section. The Agencies agree to pay such invoiced amounts within 90 days. The Agencies' reimbursement obligations are subject to annual appropriations, provided that each Agency agrees that it will take all steps necessary to seek appropriations, to the extent permitted by law, each year, by including such budget requests in the budget submission to its respective governing body. If an Agency does not appropriate funds for the ensuring fiscal year, then the Agency shall pay to the ESB a termination fee equal to its annual subscription amount for each of the remaining 5 years.
- d. Each Agency will be financially responsible for services, materials, software, hardware, equipment, or conversions which it may request that is beyond what is contained in the agreement approved by the ESB with CentralSquare pursuant to Resolution No. 22-008. The ESB is not obligated to incur expenses related to such requests without first entering into a reimbursement agreement with the Agency.

- e. The ESB shall hear and decide upon proposals from any user of the Software Suite to add software programs and hardware which directly interface and/or pull data and which *do not* impact a global change.

5. **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

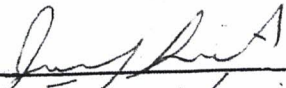
together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format (PDF), or similar format, are also permitted as binding signatures to this Agreement.

- 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.

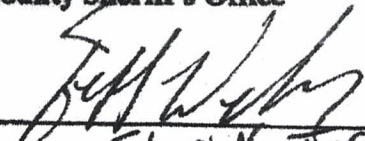
[Remainder of page intentionally left blank]

**City of Harrisonville, Missouri**

By:   
Jeremy Smith Dir. Admin Services  
Date: 9/4/24

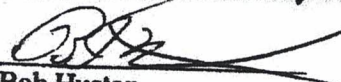
Attest:  
By:   
MARIE BEAUCHAMP

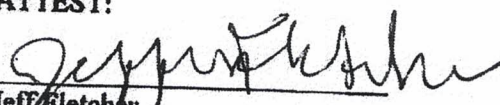
**Cass County Sheriff's Office**

By:   
Sheriff JCF Weber  
Date: 08/21/24

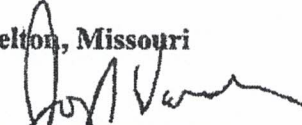
Attest:  
By:   
MARIE BEAUCHAMP

**Approved by Cass County Commission:**

  
**Bob Huston**  
Presiding Commissioner

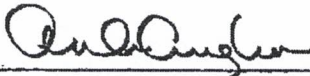
ATTEST:  
  
**Jeff Fletcher**  
County Clerk

**City of Belton, Missouri**

By:   
Joe Warren, City Manager

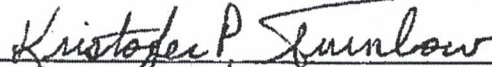
Date: 11-27-24

Attest:

By:   
Andrea Cunningham, City Clerk

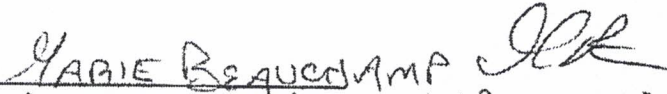


**Cass County Emergency Services Board**


By:   
Chairman, CCESB

Date: 8/21/2024

Attest:

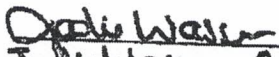
By:   
EXECUTIVE DIRECTOR, CCESB

**City of Pleasant Hill, Missouri**

By:   
Shelby Powell, City Administrator

Date: 8.12.24

Attest:

By:   
Judie Wasson, City Clerk

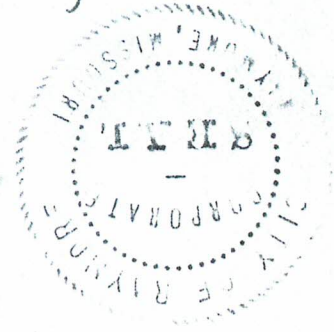
City of Raymore, Missouri

By: Christopher P. Tumbow  
Mayor, City of Raymore

Date: 9/24/2024

Attest:

By: [Signature]  
Erica Hill, City Clerk



City of Peculiar, Missouri

By: [Signature]  
Doug Stark, Mayor

Date: August 20, 2024

Attest:

By: Melina Paith  
Melissa Paith, Deputy City Clerk

