AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO SOFTWARE SYSTEM ("ACCESS AGREEMENT")

among

***Pasco County Board of
County Commissioners***
*37918 Meridian Avenue
Dade City, FL 33525*

and

***City of New Port Richey, on
behalf of the New Port
Richey Police Department
and New Port Richey Fire
Department***
*6739 Adams ST.
New Port Richey, FL 34652*

and

***CentralSquare
Technologies, LLC***
*1000 Business Center Drive
Lake Mary, FL 32746*

WHEREAS, Pasco County, FL, by and through its Board of County Commissioners **("Customer")**, and CentralSquare Technologies, LLC **("CentralSquare")**, through its predecessors in interest, entered into a Service Agreement **("Customer Agreement")** effective February 17, 1998; and

WHEREAS, the **City of New Port Richey** ("**Accessing Entity**") will enter into a Solutions Agreement with CentralSquare, **("Accessing Entity-CentralSquare Agreement")**; and

WHEREAS, the Accessing Entity has requested, and Customer has agreed, that the Accessing Entity should be permitted to access Customer's systems to further the goals of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1.   Customer and CentralSquare grant Accessing Entity permission to allow access to the Customer's Computer Aided Dispatch system **("Accessed System")** under the terms of this Access Agreement. Customer grants Accessing Entity the right to utilize the Accessed System in order to exchange public safety data (which includes but is not limited to CAD data and other law enforcement agency data) between Customer and Accessing Entity, subject to the terms herein.

2.   CentralSquare and Customer s h a l l each have the right to terminate this Access Agreement, and accordingly, Accessing Entity's access to the Accessed System, at CentralSquare's or Customer's discretion.

3.	This Access Agreement shall automatically terminate if the Accessing Entity's participation in the Agreement is terminated. The Accessing Entity has the right to cancel this Access Agreement by giving a thirty (30) day written notice to CentralSquare. In the event that this Access Agreement should be terminated, CentralSquare shall be under no obligation to the Accessing Entity to permit continued access to the Accessed System.

4.	Customer understands that Accessing Entity will not be granted access to the Accessed System unless Accessing Entity has executed this Access Agreement.

5.	Subject to compliance with applicable laws, Customer and Accessing Entity 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 its own data and no ownership rights shall transfer by the use or contribution of said data. Accessing Entity further agrees to treat any Customer data retrieved under the Access Agreement the same way the Accessing Entity would treat its own data under the Accessing Entity-CentralSquare Agreement, including with regard to any cybersecurity provisions and/or public records exemptions.

6.	Without waiving its sovereign immunity and to the extent permitted by law, the Accessing Entity shall indemnify, defend and hold harmless CentralSquare, Customer and their respective officers, directors, employees, agents, successors, and assigns, from and against any and all losses incurred by either CentralSquare or Customer 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 Entity, any authorized user, or any third party on behalf of Accessing Entity or any authorized user, in connection with this Access Agreement.

7.	This Access Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of law provisions thereof. If any provision of this Access Agreement is held to be 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. Any disputes under the terms of this Access Agreement shall be filed at the West Pasco Judicial Center in New Port Richey, Florida, for state cases; or the Middle District of Florida, Tampa Division, for federal cases.

8.	Public Records. Upon request from Accessing Entity's custodian of public records, CentralSquare shall provide Accessing Entity a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. CentralSquare shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CentralSquare does not transfer the records to Accessing Entity. Upon completion of this Agreement, CentralSquare shall transfer, at no cost to Accessing Entity, all public records in the possession of CentralSquare or keep and maintain public records required by Accessing Entity to perform the services provided in this Agreement. If CentralSquare transfers all public records to Accessing Entity upon completion of this Agreement, CentralSquare shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CentralSquare keeps and maintains public records upon completion of this Agreement, CentralSquare shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to Accessing Entity, upon request from Accessing Entity's custodian of public records, in a format that is compatible with the information technology systems of Accessing Entity.

9.   Accessing Entity and CentralSquare shall not assign their respective obligations under this Access Agreement without the prior consent of the other parties.

10. If the Accessing Agency has any third-party software application (such as RMS that requires an interface not currently part of the Accessed System to exchange information with the Accessed System, the cost to purchase, develop, and/or implement any such software interface shall be the responsibility of the Accessing Agency.

11. This Access Agreement contains the entire understanding of the parties with respect to its subject matter, and 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.

Pasco County Board of County Commissioners, FL

CentralSquare Technologies, LLC

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

ATTEST

BY: _____

Nikki Alvarez-Sowles, Esq.

Clerk & Comptroller

City of New Port Richey, FL

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____