

**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***

*6739 Adams St.  
New Port Richey, FL 34652*

and

***CentralSquare***

***Technologies, LLC***

*1000 Business Center Drive  
Lake Mary, FL 32746*

WHEREAS, **Pasco County, Florida, 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 Customer entered into an Interlocal Agreement with other Pasco County governments for a Pasco County Consolidated Communications Center, effective March 5, 2013; and

WHEREAS, the **City of New Port Richey ("Accessing Entity")** joined the said Interlocal Agreement via an addendum, effective July 9, 2024; and

WHEREAS, the Accessing Entity entered into a Solutions Agreement with CentralSquare ("**Accessing Entity-CentralSquare Agreement**"), effective July 16<sup>th</sup>, 2024; 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 Interlocal Agreement.

NOW, THEREFORE, the Accessing Entity, CentralSquare, and Customer (collectively, "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 shall 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 Interlocal Agreement is terminated. 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 give the 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. 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. Nothing herein shall be construed to extend the Accessing Entity's liability beyond that provided in section 768.28, Florida Statutes

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

9. 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.

10. 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.

[signatures follow on next page]

**Pasco County Board of  
County Commissioners**

**CentralSquare Technologies, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**ATTEST**

BY: \_\_\_\_\_

Nikki Alvarez-Sowles, Esq.  
Clerk & Comptroller

**City of New Port Richey**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_