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Lila Deakle, Co. Clerk
PARKER COUNTY, TEXAS
By *[Signature]* Deputy

Parker County Commissioners Court Agenda

Commissioners Courtroom
Parker County Courthouse
One Courthouse Square
Weatherford, Texas 76086

MONDAY, JANUARY 26TH, 2026 at 9:00 AM

TO CONSIDER, DISCUSS AND/OR ACT UPON THE FOLLOWING AGENDA ITEMS:

1. QUORUM CHECK
2. INVOCATION
3. U.S. PLEDGE & TEXAS PLEDGE: Judge Pro Tem, Commissioner George Conley
4. CONSENT: (Member of court may ask for discussion on any item listed)

A. AUDITOR:

1. Certification of revenues.
2. Line item budget adjustments.
3. Payment of routine bills.
4. Audit Reports.

B. TREASURER:

1. Report from County Treasurer on balances of all funds "1 thru 999".
2. Accept or release pledged securities.
3. Approval of payroll, payments for insurance, retirement.
4. Monthly Investment Report.

C. COUNTY JUDGE:

1. Acceptance of Minutes.
2. Monthly Reports.
3. Personnel Changes.

D. PURCHASING:

1. Interdepartmental transfers of equipment and inventory reports.
2. Request authorization to cancel the Vista Solutions Group, LP service agreement for scanning services for the Elections Dept. (Kim Rivas / Judge Deen)
3. Request authorization to salvage and disposal of an oven in the Parker County Jail and battery backup for the radio core at EOC. (Kim Rivas / Judge Deen)
4. Request approval and authorization for the county judge to execute the Tyler Enterprise Change Order #5. (Kim Rivas / Judge Deen)
5. Accept/Reject/Renew: PC23-25 Specialized Asphalt. (Kim Rivas / Judge Deen)
6. Accept/Reject/Renew: RFP PC26-16 Repair/Replace roof at 1675 Fort Worth Hwy. (Kim Rivas / Judge Deen)
7. Authorization to Advertise PC26-28 Emergency Outfitting Emergency Management 2026 Chevrolet 1500 Pickup. (Kim Rivas / Judge Deen)

5. PRESENTATION:

- A. Update on Tyler Munis accounting system implementation. (Brianna Fowler / Judge Deen)
- B. County Clerk Lila Deakle presentation on the newly redesigned Parker County marriage license, created by local artists Sherry Waters and Judy Draper. (Lila Deakle / Judge Deen)

6. APPROVAL:

- A. Discuss/Take action regarding the reappointment of Mayor Paul Paschall to the NCT9-1-1 Board of Managers to serve a two-year term. (Judge Deen)
- B. Discuss/Approve and sign Resolution 26-01 for the application of the OOG Juvenile Justice and Diversion Grant 3994307. (Violet Browning / Bianca Lord / Judge Deen)
- C. Discuss/Approve and sign Resolution 26-02 for the application of the OOG Cybersecurity Grant 5732101. (James Caywood / Bianca Lord / Judge Deen)
- D. Discuss/Approve and sign Resolution 26-03 for the application of the OOG Cybersecurity Grant 5732801. (James Caywood / Bianca Lord / Judge Deen)

- E. Discuss/Approve and sign Resolution 26-04 for the application of the OOG Juvenile Justice and Diversion Grant 5753801. (Ashley Marineau / Bianca Lord / Judge Deen)
- F. Discuss/Approve and sign Resolution 26-05 for the application of the OOG Body-Worn Camera Grant 5755501. (Tony Bilbay / Bianca Lord / Judge Deen)
- G. Discuss/Approve submission of the Jim Wright House proposal for the Texas Preservation Trust Fund Grant Application. (Mark Long / Bianca Lord / Judge Deen)
- H. Discuss/Approve Grant Management Policy. (Bianca Lord / Judge Deen)
- I. Discuss and take action on procedures for the repair or reimbursement of damage to private property. (Brianna Fowler / Commissioner Holt)
- J. Approval for payment from the General Fund for striping of the County parking lot on York Street. (Brianna Fowler / Commissioner Holt)
- K. Discuss/Take action on Agreement for Access on Private Property for property located at 2422 – 2470 W. Lambert Road in Precinct #2. (Commissioner Holt)
- L. Discuss Case File Imaging and Indexing Agreement with Edoc Technologies, Inc. and take any action the court deems necessary. (Lila Deakle / Judge Deen)
- M. Approve bond for Aaron Dane Callen, Deputy Constable Precinct #3. (Lila Deakle / Judge Deen)

7. ACCEPT INTO THE MINUTES:

- A. Parker County Medical Examiner Department Quarterly Report. (Traci Bennett / Judge Deen)
- B. Executed Automatic Bank Draft Authorization TMC MOTORS for Auto Registration transactions. (Jenny Gentry / Judge Deen)
- C. Executed TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT for Auto Registration. (Jenny Gentry / Judge Deen)
- D. Executed Granicus Agenda, Live Streaming & Minutes Agreement. (Kim Rivas / Judge Deen)
- E. Executed CentralSquare Solutions Agreement. (Kim Rivas / Judge Deen)
- F. Jail Inmate Mail Handling Services Agreement. (Mark Arnett / Judge Deen)
- G. Career and Technical Education/Internship Agreement with Constable Precinct Two and Weatherford Independent School District. (Joe Harris Jr. / Judge Deen)
- H. Career and Technical Education/Internship Agreement with Constable Precinct Two and Garner Independent School District. (Joe Harris Jr. / Judge Deen)
- I. Career and Technical Education/Internship Agreement with Justice of the Peace Precinct Three and Weatherford Independent School District. (Judge Grissom / Judge Deen)

8. **EXECUTIVE SESSION:** In accordance with Sections 551.071, 551.072, 551.074, and 551.076 of the Texas Government Code, the Parker County Commissioners Court will meet in **CLOSED SESSION** to discuss to wit: Consultation with Attorney; Real Estate; Personnel Matters; Security. At the conclusion of the **Closed Session** the Commissioners Court will reconvene in **OPEN SESSION** to make any decisions or take any action considered appropriate regarding said matters discussed in **Closed Session**. (John Forrest / Judge Deen)

- A. An executive/closed session meeting will be held pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorneys) for the Commissioners Court to consult with and seek advice from its attorneys regarding: (a) the active land development regulations of Parker County; (b) land development regulation options available to Texas counties; and (c) any other matter described in this meeting agenda. (Commissioner Holt)
- B. Update/Discuss Parker County Justice Center and Jail and take any action the court deems necessary. (Commissioner Hale)
- C. Discuss/Take action regarding allocation and improvements of county real estate. (Commissioner Hale)
- D. Discuss/Conduct interviews/Take action on open ESD #8 Board Member position. (Commissioner Holt)
- E. Discuss/Take action regarding County Website security upgrade and expansion. (Commissioner Hale)

9. **PLATS:**

A. **PRECINCT 1**

- 1. Approve final plat for a subdivision to be known as Sterling Fields, consisting of twelve point zero zero four (12.004) acres with four lots in Precinct One. (Commissioner Conley)
- 2. Accept Special Warranty Deed for additional Right of Way off of Holbrook Road in the subdivision to be known as Sterling Fields in Precinct One. (Commissioner Conley)
- 3. Approve the final revision for a subdivision known as Agnes Two, consisting of six point two one nine (6.219) acres, with one (1) lot, located off W Highway 199, developed by Open Acres RV Park LLC. with Walnut Creek SUD, in Precinct One. (Commissioner Conley) **PUBLIC HEARING**
- 4. Approve the waiver for the Groundwater Study for a subdivision to be known as Skyview Addition, consisting of 29.17 acres with four lots in Precinct One. (Commissioner Conley)
- 5. Approve the variance for a 40 (forty) foot right-of-way private road easement with a cul-de-sac having a forty eight (48) foot radius for a subdivision to be known as Skyview Addition, consisting of 29.17 acres with four lots in Precinct One. (Commissioner Conley).

B. PRECINCT 2

1. Approve the final revision for a subdivision known as Woodhaven Addition, consisting of four point three one five (4.315) acres, with two (2) lots, located off Woodhaven Drive, developed by Mast Properties, LLC, with well water in Precinct Two. (Commissioner Holt) **PUBLIC HEARING**
2. Accept the Groundwater Certification Study for Trinity Oaks Estates Lots 1-18 in Precinct Two. (Commissioner Holt)
3. Approve the waiver for Groundwater Study for the revision for a subdivision known as Rhodes Ranch Estates, consisting of twenty six point seven two three (26.723) acres with two lots in Precinct Two. (Commissioner Holt)

C. PRECINCT 3

1. Approve the waiver for Groundwater Study for a subdivision to be known as AAFR Subdivision, consisting of four point eight zero two (4.802) acres with one lot in Precinct Three. (Commissioner Walden)
2. Approve final plat for a subdivision to be known as Bluestem Ranch, consisting of one hundred thirty seven point three seven zero (137.370) acres with fifty seven lots in Precinct Three. (Commissioner Walden)
3. Approve the waiver for Groundwater Study for a subdivision to be known Benton Acres, consisting of fourteen point nine nine one eight (14.9918) acres with four lots in Precinct Three. (Commissioner Walden)
4. Call the maintenance bond in Grace View Estates and take any action the court deems necessary in Precinct Three. (Commissioner Walden)

D. PRECINCT 4

10. **ADJOURNMENT.**

NOTE: Commissioners Court may choose to convene into Executive Session items out of agenda sequence depending upon availability of counsel.



Parker County Purchasing

Kim Rivas, CPPB

Purchasing Agent

1112 Santa Fe Dr. Weatherford, Texas 76086

Phone: 817.598.6080 Fax: 817-598-6191

January 26, 2026

To: Officers of the Commissioner's Court

Subject: **Authorization for Cancellation of the Vista Solutions Goup, LP agreement for Elections scanning services**

Requesting authorization to cancel the Vista Solutions Group, LP scanning services agreement, effective April 5, 2026 (Kim Rivas / Judge Deen).



Parker County Purchasing

Kim Rivas, CPPB

Purchasing Agent

kim.rivas@parkercountytexas.com

1112 Santa Fe Dr. Weatherford, Texas 76086

Phone: 817.598.6080 Fax: 817-598-6191

January 16, 2026

To: Officers of the Commissioner's Court

Subject: Approve the salvage/destruction/dispose of oven & battery backup (Kim Rivas / Judge Deen)

The Sheriff's Office is requesting authorization to destroy an oven that has been replaced in the jail. It is currently in two pieces, was original to the jail and we have been told it's not in working condition.

Emergency Management & IT are requesting authorization to dispose of a battery backup asset #17073, located at the EOC. It was replaced by Critical Site Solutions and is for the radio core. The quote included that CSS would dispose of battery backup for us as part of the cost for replacement, and because there are at least 18 batteries that would require to be disposed as hazardous waste materials, allowing the vendor to dispose of the asset is best for the county.





Parker County Purchasing

Kim Rivas, CPPB

Purchasing Agent

kim.rivas@parkercountytx.com

1112 Santa Fe Dr. Weatherford, Texas 76086

Phone: 817.598.6080 Fax: 817-598-6191

January 26, 2026

To: Officers of the Commissioner's Court

Subject: Tyler Enterprise Change Order #5

Request approval and authorize the county judge to execute the Tyler Enterprise ERP Change Order requesting discontinuance of the Recruiting module (Kim Rivas/ Judge Deen).

PROJECT CHANGE REQUEST (PCR)

ERP & CIVIC DIVISION

The purpose of this form is to assess the impact of a proposed change to the project. This form is not a legal contract change order or amendment. If the change is approved, a change order or amendment will be drafted and will go through the formal approval process for the client and Tyler to execute the change.

The signatures at the end of this document acknowledge the desire to move forward with a change order or amendment after a full assessment of the impacts of the change.

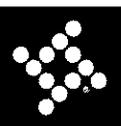
CHANGE REQUEST DETAILS

| | | |
|--|--|---|
| Client Name <i>Parker County, TX</i> | Investment Summary <i>XXXX-XXXXXX-XXXXXX</i> <i>2023-396176-Y0C6D4</i> | |
| Client Project Manager (CPM) <i>Brianna Fowler & Tiffany Samford</i> | Requested By (Name & Email) <i>Angela Melton</i> | Request Date <i>1/8/2026</i> |
| Tyler Project Manager (TPM) <i>Alexis Bell</i> | Sales Representative <i>David Carll</i> | PCR No. <i>TY-HRM-2026-04</i> |
| Change Request Type <input type="checkbox"/> Add/Remove Conversions <input type="checkbox"/> Add/Remove Implementation Services <input checked="" type="checkbox"/> Add/Remove SaaS Products <input type="checkbox"/> Add/Remove Miscellaneous <input type="checkbox"/> Go-Live Date Change <input type="checkbox"/> Phase Change <input type="checkbox"/> Other - _____ <input type="checkbox"/> Add/Remove On-Prem Software & Support | SaaS Hosting <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No-On Prem | Project Phase: <input type="checkbox"/> Business License <input type="checkbox"/> Enterprise Asset Mgt <input type="checkbox"/> Financials <input checked="" type="checkbox"/> Human Resources Mgt <input type="checkbox"/> Tax Billing <input type="checkbox"/> Time & Attendance <input type="checkbox"/> Utility Billing <input type="checkbox"/> Other - _____ |
| Contract Type <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Retainer <input type="checkbox"/> Milestone | | |

| | |
|--------------------------------------|---|
| CHANGE DESCRIPTION and REASON | <i>Request for discontinuance of the Recruiting module.</i> |
|--------------------------------------|---|

CHANGE IMPACTS

| SCHEDULE / TIMELINE | Phase/Task/Milestone/Deliverable | Original Start Date | Original Finish Date | Proposed Start Date | Proposed Finish Date |
|---------------------|----------------------------------|---------------------|----------------------|---------------------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



| SERVICES | A REMOVE Contracted Modules or Conversions | | | |
|----------|--|---|---|--|
| | Service Type | PSA Project Name for Module/Conversion being Removed <i>Format example:</i> City of Nexus, ST – ORIGINAL SAAS CONTRACT (123456) | Contract Description for Module/Conversion being Removed <i>Format example:</i> PR PAYROLL - ACCUMULATORS | Contract Extended Price (-decrease) Software = N/A |
| | Module-Price=N/A | Parker County, TX- Original SAAS Contract (202651) | Recruiting | N/A |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Confirm Part A TOTALs before proceeding to Summary → (right-click and select 'Update Field' on Total) → | | | \$ 0.00 |

| SERVICES | B ADD Quoted Modules or Conversions | | | |
|----------|--|--|---|------------------------------------|
| | Service Type | Sales Quote # for Module/Conversion being Added <i>Format example:</i> CLIENT NAME – SALES QUOTE: YYYY-XXXXXX-XXXXXX | Quote Description for Module/Conversion being Added | Quote Extended Price (Increase) |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Choose an item. | | | |
| | Confirm Part B TOTALs before proceeding to Summary (right-click and select 'Update Field' on Total) → | | | \$ 0.00 |



| Request Type | ADD/REMOVE Implementation Services | | | | | |
|--|---|--|------------------|--|---------------|--|
| | PSA Project Name & Phase Task for Services being Removed <i>Format example:</i> | IMPL ONSITE HOURS | | IMPL REMOTE HOURS | | TOTAL <i>(Right-click & 'Update Field')</i> |
| | New Sales Quote # & New Service Type Description for Services being Added <i>Format example:</i> | Est. Billable Hours (-decrease/increase) | Contract Rate/hr | Est. Billable Hours (-decrease/increase) | Quote Rate/hr | |
| Choose an item | City of Nexus, ST – ORIGINAL SAAS CONTRACT (123456) FIN IMP - ONSITE | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| Choose an item | | | | | | \$ 0.00 |
| <p align="center">Confirm all hours are in 4- or 8-hour increments Confirm Part C TOTAL before proceeding to Summary <i>(Right-click and select "Update Field" on Total) →</i></p> | | | | | | \$ 0.00 |

SERVICES

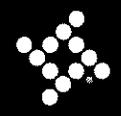


| Request Type | PSA Project Name & Description of Miscellaneous Item to Remove <i>Format example:</i> | | Quantity*Price | | Total Price <i>(Right-click & 'Update Field')</i> |
|---|--|--|---|----------------------------------|--|
| | City of Nexus, ST – ORIGINAL SAAS CONTRACT (123456) | | Quantity <i>(-decrease/ +increase)</i> | Contract/ Quote Unit Price | |
| | 3rd Party Hardware Description Cash Drawer | | | | |
| | New Sales Quote # & Item Description of Item being Added <i>Format example:</i> | | | | |
| | CASH DRAWER SALES QUOTE: YYYY-XXXXXX-XXXXXX | | | | ↓ |
| Choose an item | | | | | \$ 0.00 |
| Choose an item | | | | | \$ 0.00 |
| Choose an item | | | | | \$ 0.00 |
| Choose an item | | | | | \$ 0.00 |
| Choose an item | | | | | \$ 0.00 |
| Choose an item | | | | | \$ 0.00 |
| Choose an item | | | | | \$ 0.00 |
| Choose an item | | | | | \$ 0.00 |
| Confirm Part D TOTAL before proceeding to Summary <i>(right-click and select 'Update Field' on Total) →</i> | | | | | \$ 0.00 |

| Total PCR Budget/Cost Summary | | | | | | |
|---|-------------------------|--|--|-------------------------------------|------------------------|--|
| Service Types | | Total Modules /Conversions Removed | Total Modules /Conversions Added | Total Implementation Services | Total Miscellaneous | TOTAL <i>(Right-click & 'Update Field')</i> |
| A/B | Modules/Conversions | | | | | \$ 0.00 |
| C | Implementation Services | | | | | \$ 0.00 |
| D | Miscellaneous | | | | | \$ 0.00 |
| OTHER | | | | | | \$ 0.00 |
| Confirm OVERALL PCR TOTAL before proceeding <i>(right-click and select 'Update Field' on Total) →</i> | | | | | | \$ 0.00 |

Note: A negative amount decreases the overall budget of a project. A positive amount will increase the overall budget of a project.

| | |
|------------------|--|
| RESOURCES | |
|------------------|--|



| | |
|--------------|--|
| SCOPE | Hours planned for Recruiting will be used toward implementing the other HRM modules. |
|--------------|--|

| | | | |
|----------------------|---|-----------------|---------------------|
| RISK ANALYSIS | Risk Identification – Transfer identified risks to Client’s Risk Register, if applicable. | | Probability of Risk |
| | | | Choose an item. |
| | Risk Mitigation Strategy & Response Plan | Choose an item. | |

| | | | | |
|------------------|---|--------------------------|----------------|----------------|
| APPROVALS | Acceptance | | | |
| | NOTE: No changes may be made to this project without the agreement of the Project Manager(s) and must be approved by the Implementation Management. Submit endorsed Change Order to the Tyler Technologies Project Manager. | | | |
| | Sign Date | Title | Approved By | Signature |
| | 1/8/2026 | Project Manager | Alexis Bell | Alexis Bell |
| | 1/8/2026 | Tyler Implementation Mgt | Pete Thibideau | Pete Thibideau |
| | | Client Project Manager | Brianna Fowler | Brianna Fowler |
| | Client Sponsor (if applicable) | | | |





Parker County Purchasing
Kim Rivas, CPPB
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086

January 26, 2026

To: Officers of the Commissioner's Court

Subject: **Renew PC23-25 Specialized Asphalt Materials**

Parker County bid **PC23-25 Specialized Asphalt Materials**, awarded to Professional Coating Technologies is eligible for renewal for an additional one-year period and the vendor has expressed an interest in renewing the bid for the period of March 1, 2026 through February 28, 2027 at the same terms and conditions as original contract.

Parker County Contract Renewal Agreement

Contract: PC23 -25 Specialized Asphalt Materials for Parker County

Awarded to:

Professional Coating Technologies
Attn: Aaron Bland
1001 Mt. Lebanon Rd.
Cedar Hill, TX 75104

Contract Term:

The initial term of the contract shall be one year beginning upon execution of the contract with an option to renew for four (4) additional one-year terms at the discretion of the Parker County Commissioners' Court. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Parker County fiscal year shall be subject to budget approval. Multi-year contracts are subject to appropriation by Commissioner's Court.

Beginning Contract Date: February 28, 2023

Renewal term: March 1, 2026 thru February 28, 2027

Renewal Dates:

March 1, 2024 through February 28, 2025
March 1, 2025 through February 28, 2026
March 1, 2026 through February 28, 2027

The undersigned agrees to renew PC23 -25 Specialized Asphalt Materials for Parker County under the same terms and conditions.

Aaron Bland
Name

1-16-26
Date

National Sales Director
Title

aaron.bland@pctworldwide.com
Email

214-675-4703
Phone:



Parker County Purchasing

Kim Rivas, CPPB

Purchasing Agent

1112 Santa Fe Dr. Weatherford, Texas 76086

Phone: 817.598.6080 Fax: 817-598-6191

January 26, 2026

To: Officers of the Commissioner's Court

Subject: Authorization to advertise

- **PC26-28 Emergency Outfitting Emergency Mgmt. 2026 Chev. 1500 Pickup**; Anticipated advertising dates: 01/28/2026 & 02/04/2026; anticipated opening: 02/19/2026; Anticipated Award Date: 03/09/2026.



AGREEMENT FOR ACCESS ON PRIVATE PROPERTY

I hereby agree to allow PARKER COUNTY PRECINCT #2, to access my private property at 2422 – 2470 W Lambert Rd while doing brush clean out for visibility at the intersection of Old Garner Rd and W Lambert Rd.

The property owner shall hold the County harmless for all injuries or damages suffered by any person or persons caused by a defect or defects to the surface of the property including trees, shrubs or any other vegetation.

The property owner shall hold the County harmless for any injury or damage caused to any person by County negligence in the operation of any vehicle or equipment used during actual construction or maintenance.

Dated this 13th day of January, 2026

Dottie Chesney

Property Owner – Dorothy (Dottie) Chesney

E-mail address

CHESNEY WLL@GMAIL.COM

ACKNOWLEDGED:

COUNTY OF PARKER

By: Jacob Holt

Jacob Holt

Commissioner, Precinct #2



AGREEMENT TO REMOVE/CLEAR FENCE ROW

I, Dorothy (Dottie) Chesney, hereby agree to allow PARKER COUNTY PRECINCT #2 to remove trees blocking visibility on my property located at the corner of W Lambert Rd and Old Garner Rd. The trees will be cleared for approximately 200 feet west of Old Garner Rd on W Lambert Rd. These trees will be cleared to improve traffic visibility.

Furthermore, I hereby agree that any fence damaged by county workers will be replaced, which I install or have installed along the area cleared, will be a minimum of twenty (20) feet from the edge of the pavement of the county road UNLESS the existing fence row is more than twenty (20) feet from the edge of the pavement, then it is required by the county that the new fence being installed must be returned to the original location of said fence.

January 13, 2026
Date:

Dotti Chesney
Property Owner:

ACKNOWLEDGED:

COUNTY OF PARKER

By: Jacob Holt
JACOB HOLT
Commissioner, Precinct #2

E-mail address
CHESNEYWLL@GMAIL.COM

CONTRACT

CASE FILE IMAGING AND INDEXING AGREEMENT

State of Texas
County of Parker

This Agreement is entered into on the ___ day of ___, 2026, between the County of Parker ("County"), whose principal office is located at the Parker County Annex, Weatherford Texas, as County, and Edoc Technologies, Inc., ("Contractor"), whose principal office is located at 1404 Washington Ave., Waco, Texas, as Contractor.

Edoc Technologies is a qualified and approved vendor for the Allied States Cooperative by ESC 19 Program in the State of Texas, (Contract 24-7501) qualifying this purchase as an exemption to the Texas Purchasing Act.

Section One Engagement of Contractor

County engages Contractor to perform services for the completion of a project to image and index Case Files in the Edoc office, in Waco, Texas as outlined in the Proposal.

The Contractor shall scan and index all files. The required index fields are Case Number, Grantor, Grantee, and File Date. The Contractor will scan records from the case files provided by the Parker County Clerk. The County's current software vendor will be responsible for importing these images into the Parker County software system.

Contractor agrees to perform the above-referenced services under the terms and conditions set forth in this agreement.

Section Two Compensation

As compensation for the services provided under this Agreement, the County shall pay Edoc Technologies a total of \$148,458.00 for the imaging and indexing of Case Files. Edoc Technologies will issue an invoice for the full amount of \$148,458.00 upon the return of the completed files.

In the event that either party asserts that the other party is in violation of any covenant, term or condition of this Agreement, then the party alleging such breach must first give written notification to the other party of its assertion that such party has violated this Agreement and, in such notice, specify, in reasonable detail, the nature of the violation. Upon receipt of such written notice, a party shall have ten (10) working days within which to cure such breach and if the alleged violation is so cured, then this contract shall continue in full force and effect. In the event that the party fails to cure the breach, then the other party may terminate this contract and pursue such remedies as may be available to it either at law or in equity. Each party shall have all statutory, legal and equitable remedies available under the laws of the State of Texas to enforce or interpret this Agreement. **VENUE FOR ANY LEGAL ACTION UNDER THIS CONTRACT SHALL BE PARKER COUNTY, TEXAS.**

EXECUTED AND APPROVED on the day first written above.

By: _____
The Honorable Pat Deen
Parker County Judge

"Contractor"
Edoc Technologies, Inc., a Texas Corporation

By: _____
Michelle Haas, CEO

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Parker

ss.

Bond No. 101418134

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Aaron Dane Callen, as Principal, and the Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Parker County, TX Constable Precinct #3, his successors in office, in the sum of Two Thousand Dollars (\$2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 26th day of February, 2025, duly Appointed to the office of Deputy Constable in and for Parker County in the State of Texas, for a term beginning the 26th day of February, 2026 and ending the 26th day of February, 2027.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall Faithfully perform the duties of the office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 8th day of January, 2026.

Aaron Dane Callen

Aaron Dane Callen

Principal

Aaron Dane Callen

Merchants Bonding Company (Mutual)

By: Lindsay Senior
Attorney-in-Fact Lindsay Senior

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Parker

ss.

Before me, Ana Asher, a notary public, on this day personally appeared

Aaron Dane Callen

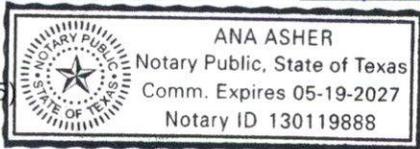
known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 1112 Santa Fe Drive, Weatherford, Tx 76086

this 15th day of January, 2026

SEAL



PO 0123 TX (2/15)

Ana Asher

Parker

County, Texas.

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Aaron Carter

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

SEAL _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date _____
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk

By _____ Deputy County Court _____ County

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

101418134

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison C Lueck; Bryan Simpson; Cadda E Eary; Caitlin Kelley; Donna Martinez; H E Wilkins; Haley Crocker; James R Reid; Jessica Turner; Julie Lindsey; Kay Blair; Lindsay Senior; Malachi Smith; Marie Reyna; Markham Paukune; Matthew Campbell; Michelle Blizzard; Payton Blanchard; Ralph E French; Sandra Fuller; Shane Smith; Shawn Blacklock; Teresa C Smith; Tina LaValley; William Blanchard

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

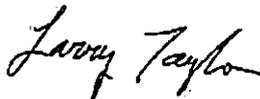
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of January, 2026.

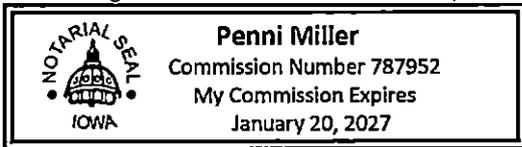


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of January, 2026.




Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
(800) 678-8171 (515) 243-3854

NOTICE TO BOND HOLDER – RETAIN THIS PAGE FOR YOUR RECORDS
Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171

Toll-free: (800) 671-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

Higginbotham Insurance Agency Inc

Call: (817) 336-2377

Mail: PO Box 908 Fort Worth, TX 76101

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)

Llame a: Compliance Officer al (800) 671-8171

Teléfono gratuito: (800) 678-8171

Correo electrónico: regulatory@merchantsbonding.com

Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

01/26/2026

A broad overview of current activities/projects:

There are currently no new projects underway. However, we are continuing to keep up with Stats. We had a part-time Investigator who was employed on August 25, 2025, and resigned on December 26, 2025.

Description of any new projects or challenges that need to be addressed:

There are no new projects at this time, and nothing that requires attention.

Assessment of current or expected needs re: personnel, training, funding, equipment, etc.

1. We have two older Chevrolet Tahoes with high mileage that will need to be replaced with new four-wheel-drive trucks that can accommodate driving in different types of terrain and weather conditions, as we provide 24/7, 365-day-a-year coverage. We would consider replacing one of the Tahoes with a new truck in the 2026-2027 budget year and another one the following year. Additionally, if the part-time investigator is approved to transition to full-time status, a vehicle will also be required, or we will need to find a surplus one to hold us over for another year.
2. With the hiring of a new part-time investigator, depending on the number of comp-time hours accrued by the full-time investigators, we may possibly see about requesting the part-time investigator to go full-time to minimize the comp-time.
3. Raise the Chief Forensic Death Investigator's salary to a comparative salary in the 2026-2027 FY, matching the agencies that cover the approximate number of calls and coverage of the county size.



JENNY GENTRY
TAX ASSESSOR-COLLECTOR
Lupe Terrazas, Chief Deputy
 1112 Santa Fe Drive • Weatherford, Texas 76086
 (817) 598 - 6139 FAX: (817) 598 - 6133

AUTOMATIC BANK DRAFT AUTHORIZATION FORM

Please choose from the following:

Tax, Title and License Fees

Registration Fees

Please note that if your bank has an ACH limit please notify this office and make sure that your work does not exceed that limit. Please have the limit raised, if necessary, or authorize the Parker County Tax Office to be able to exceed the limit if your work requires it

I (we) hereby authorize the Parker County Tax Assessor/Collector's Office, herein called Parker County Auto Registration, to initiate debit transactions from the U.S. Bank named below, herein called Depository, for the payment of the Tax, Title and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name TMC Motors / Payton Murr
 Mailing Address 2810 E Hwy 199 City Springtown State Tx Zip 76082
 Email paytonmurrllc@gmail.com Phone 682-288-8182
 Bank Name Chase Account Name TMC Motors
 Routing Number [REDACTED] Account Number [REDACTED]
 Bank Representative Makayla Harned Phone 817-232-2842

This Authority is to remain in full force and effect until the Parker County Auto Registration and Depository have received written notification from me (us) 30 days prior of this termination to allow the Parker County Auto Registration and Depository a reasonable opportunity to act on it.

Authorized Signatures:

Signature Payton Murr Date Jan 13 2020
 Printed Name Payton Murr Title owner
 Signature _____ Date _____
 Printed Name _____ Title _____

Return this form with original signature(s) to the Parker County Tax Assessor/Collectors office at 1112 Santa Fe Dr., Weatherford, TX 76086. ATTN: Jenny Gentry, Tax Assessor Collector. For more information please contact 817-598-6137.

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

Texas Parks and Wildlife Department (TPWD), a state agency located at 4200 Smith School Road, Austin, Texas and Parker Tax Assessor-Collector (Agent), located at 1112 Santa Fe, Weatherford, TX 76086 enter into this Agent Agreement according to the following terms and conditions.

WHEREAS TPWD is authorized by law to issue vessel registrations, vessel and outboard motor titling and similar items to individuals and the Agent desires to act as an Agent for TPWD in issuing those items under the authority of Texas Parks and Wildlife Code Section 31.0341; and

WHEREAS, under the authority of Chapters 11 and 31 of the Texas Parks and Wildlife Code, TPWD issues vessel registrations, titles and renewals through the Boat Titling and Registration system (BTR);

THEREFORE, TPWD and Agent each for adequate consideration agree to the following:

1. **TERM:** This Agreement begins on the date of the last signature and ends August 31, 2030 or when funds are not appropriated by the Texas legislature to support the function of vessel registrations, vessel and outboard motor titling, and related items through TPWD. The Agreement may be extended for up to an additional sixty (60) month period. Any extensions shall be written with the same terms and conditions, plus any approved changes.
2. **DEFINITIONS:** For the purposes of this Agreement the following terms have the following meaning:
 - 2.1. *Account Notice* means: A notice available to the Agent, which can be printed the day following the end of the Sales Period, stating the total sales less the sales tax and commissions withheld by the Agent to show a total amount to be swept by TPWD on a certain date. (see Para. 3.1.7.3)
 - 2.2. *Account Notice Date* means: The date on which an Account Notice is available to the Agent.
 - 2.3. *Agent* means: The Tax Assessor-Collector entering into an agreement with TPWD to issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD.
 - 2.4. *Compliance* means: Adherence to state and federal law and to TPWD rules, processes, policies or procedures. Compliance may be measured in terms of percent or in terms of raw counts.
 - 2.5. *Day of Sales* means: The time period that encompasses all sales that have occurred from when the Agent's office opens in the morning to the time the Agent's office closes. Total sales will be calculated based upon those transactions that occurred during the day, beginning at 12:01 a.m. and will include any transaction conducted that day up to 12:00 a.m. (midnight).
 - 2.6. *Funds* means: All money received by the Agent for issuing TPWD items, regardless of the form or method of payment, except for Agent's commission and boat sales and use taxes collected.
 - 2.7. *Inventory* means: Registration decals and ID card stock paper assigned to each county office issued from TPWD Headquarters.
 - 2.8. *Other Funds* means: Funds due TPWD as repayment for mistakes and overages as set out in Para. 3.1 and Para. 3.3, and damaged and lost inventory as set out in Para. 3.5.
 - 2.9. *Sales Period* means: The seven (7) calendar day period of sales prior to the Account Notice Date.
 - 2.10. *Scheduled Sweep Date* means: The regularly scheduled day of the week in which funds are electronically withdrawn from the Agent account and deposited to TPWD. Whenever the Scheduled Sweep Date falls on a U.S. Federal Reserve holiday, the Scheduled Sweep Date shall be the next business day after the holiday.
3. **RESPONSIBILITIES OF THE AGENT:** Agent shall issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD to individuals at each Agent location set out in Schedule 1.
 - 3.1. **Fee Collection and Remittance:** Agent shall:

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

- 3.1.1. Collect from each customer only the fee for each item as established by law or TPWD regulation. Agent understands that such fees may be changed by TPWD and that all changes will be communicated to the Agent and incorporated into BTR.
- 3.1.2. Each Agent office must have established and implemented internal control procedures in accordance with Generally Accepted Accounting Principles, which function to prevent internal or external fraud and theft from occurring in relation to inventory control; protect confidential customer identification and credit card information; and ensure accuracy of the funds collected and remitted. Periodic audits shall be established as part of this function in order to ensure an ongoing monitoring process.
- 3.1.3. Acknowledge that it is a material breach for Agent to charge a customer an amount greater than that authorized by this Agreement. Upon receiving a customer complaint that Agent charged the customer more than authorized under this Agreement, TPWD will investigate the complaint. If TPWD determines that such complaint is valid, the Agent will be required to return the overage to the customer and TPWD may terminate this Agreement.
- 3.1.4. Accept payment from customers in the form of cash, check, debit card, or credit card for purchase of any item sold under this Agreement, except when Agent does not accept one of the above payment methods in its usual course of business. Agent is responsible for all charges or losses related to acceptance of any such form of payment.
- 3.1.5. Electronic Funds Transfer Account:
 - 3.1.5.1. Agent shall establish an account with a financial institution with the capability to transfer funds electronically in a manner that is acceptable to the State Comptroller for the deposit of all Funds received under this Agreement and for the deposit of all Other Funds due TPWD. Agent shall furnish to TPWD, at least ten (10) business days prior to the beginning date of this Agreement, all information pertaining to Agent's account as set out in Schedule 2. Agent shall provide TPWD with two (2) weeks prior notice of changes to the account. If changing accounts, Agent shall continue to fund the prior account for Scheduled Sweeps until the new account transfer is confirmed by TPWD.
 - 3.1.5.2. Agent authorizes TPWD to make automatic, periodic withdrawals from or deposits to the Agent's designated bank account listed in Schedule 2. Agent understands that withdrawals, deposits and/or adjustments will be electronically made in accordance with this Agreement and that all such transactions are governed by the rules and regulations of the National and Local Automated Clearing House (ACH) Associations and Texas Law.
 - 3.1.5.3. Agent agrees to authorize the financial institution to charge or credit withdrawals and deposits to the account as indicated on the Account Notice made available to Agent by TPWD and to adjust entries to correct errors and to collect additional charges, as authorized under this Agreement.
- 3.1.6. Scheduled Sweeps:
 - 3.1.6.1. The Funds due to TPWD shall be remitted according to the schedule set out in Schedule 2. Agent understands and acknowledges that it holds all Funds in trust for TPWD.
 - 3.1.6.2. The date of the electronic sweep will be indicated on the Account Notice and will be available to the Agent two (2) business days prior to the Scheduled Sweep Date. The Account Notice will list the total sales minus the commission and sales tax and indicate the amount to be swept by TPWD. The Agent Activity Report will reflect order reference numbers for transactions listed by day during the Sales Period. Agent shall ensure that funds are available on or before each Scheduled Sweep Date.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

3.1.7. Insufficient Funds:

- 3.1.7.1. Agent shall provide the amount of funds due TPWD set out in the Account Notice, making the funds available for the account transfer on the Scheduled Sweep Date set out in Schedule 1 unless otherwise directed in writing by TPWD. Agent acknowledges and agrees that is a material breach of this Agreement to have insufficient funds in the account available for transfer on Scheduled Sweep Dates.
- 3.1.7.2. If Agent does not have sufficient funds in an account for transfer on a Scheduled Date, TPWD may immediately terminate Agent's ability to issue items through the system or other methods. TPWD may also require Agent to pay the funds by cashier's check, money order, or other payment method.

3.2. BTR System Support:

- 3.2.1. If the Agent requires assistance with vessel or outboard motor processing issues, such as void authorizations, fees, supporting documentation, or business rule overrides, or any other related questions, Agent should contact the TPWD Boat Section Field Liaison phone bank at (512) 389-4393 or (512) 389-8090.
- 3.2.2. If the Agent has trouble with the printer or the network connection, Agent should contact the Texas Department of Motor Vehicles (TxDMV) at (512) 465-4010.
- 3.2.3. If the Agent has computer operating issues and problems related to system functionality provided through TPWD, Agent should contact the TPWD Help Desk at (512) 389-4357.

3.3. Voids:

- 3.3.1. In the normal issuance of vessel registrations, vessel and outboard motor titling and similar items, errors may occur due to clerical errors, mechanical errors (e.g. printer problems), a transaction involving the wrong item or failure of the buyer to communicate current information on address, or other ownership transaction related problems.
- 3.3.2. The Agent may void the transaction with an authorization code issued by an authorized Agent supervisor or acquired from TPWD Headquarters. Voided transactions must meet the following criteria:
 - 3.3.2.1. The void must occur on the same day the transaction was processed;
 - 3.3.2.2. The void must be processed at the originating office location;
 - 3.3.2.3. The transaction to be voided must be the last transaction processed for the specific asset (TX numbered item);
 - 3.3.2.4. The same employee that entered the transaction in error must also void the transaction. If the employee is unavailable, a supervisor may void the transaction for that employee;
 - 3.3.2.5. The employee must return the original form of payment to the customer;
 - 3.3.2.6. The employee must collect all titles, decals and other items related to the transaction processed in error; and
 - 3.3.2.7. The Agent employee and Agent supervisor must complete the required void form.

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

- 3.3.3. Voided transactions and supporting documentation shall be submitted with the Agent's normal processing office paperwork for mailing and subsequent imaging to TPWD Headquarters as instructed by the TPWD Document Packaging and Processing Procedures which are located within the BTR User's Manual.
 - 3.3.4. Voids that do not meet the criteria established in Para. 3.3.2 must be submitted to TPWD Headquarters for the void to be processed and completed. Voids that are completed by TPWD Headquarters on behalf of the Agent and that require money to be refunded will either be credited to the Agent through the Account Notice or refunded via warrant directly to the Agent. **Agents are responsible for refunding money to customers.** Agents should refer all customer questions for the voided transactions submitted to TPWD Headquarters to (512) 389-4393 or (512) 389-8090.
 - 3.3.5. All Agents submitting requests for TPWD Headquarters voids are required to mail (or hand deliver) all documents pertaining to voided transactions to TPWD with all required documentation. All inventory related to these voided transactions must be attached to the Void Request Form and signed by the Agent's employee and Agent's supervisor when submitted to TPWD. Unless inventory is returned or an affidavit of loss signed by the customer is provided with the Void Request Form, the Agent will be charged the cost established by TPWD in Para. 3.5.4.
- 3.4. Agent Compliance with TPWD Processing Requirements:
- 3.4.1. As each Agent enters transactions, they will be instantly updating the state system of record for boats and outboard motors. Due to this feature, accurate compliance with TPWD regulations is key in recording and protecting individuals' ownership of these assets. In order to ensure accurate information, TPWD Headquarters Boat Titling and Registration Section staff may conduct post audits of transactions processed by each Agent and produce a compliance audit report as resources allow, listing the number of transactions reviewed and the number of non-compliance items found for all offices, inclusive of TPWD locations. If an Agent's non-compliance continues for a six-month period, TPWD may request a plan in writing from the Agent as to how it will correct the noted errors. If the non-compliance continues after the plan is put into place, TPWD reserves the right to suspend processing privileges to title or register vessels and outboard motors.
 - 3.4.2. Full compliance means adherence to the following standards:
 - 3.4.2.1. Compliance with all state and federal laws pertaining to the registration of vessels, the titling of vessels and outboard motors, ownership of vessels and outboard motors, and the collection of associated fees and taxes as outlined under the Texas Water Safety Act, Chapter 31 of the Texas Parks and Wildlife Code; Title 31 of the Texas Administrative Code, Part 2, Chapter 53; the Texas Tax Code, Chapter 160; and the Texas Property Code, Chapters 59 and 70.
 - 3.4.2.2. Processing transactions in accordance with instructions for general processing from the "Basics to Boat/Motor Transactions" training manual, the "Requirements for Specific Transactions" matrices, the "Non-Recorded Small Boats and Outboard Motors" matrix, the "BTR User's Manual", and other resource documentation and training aids issued by TPWD Headquarters.
 - 3.4.2.3. Accurate tracking and control of inventory issued by TPWD.
 - 3.4.2.4. Issue items only in the form prescribed by or furnished by TPWD.
 - 3.4.2.5. Obtaining and submitting all supporting documentation required for each transaction as stated in the matrix requirements supplied by TPWD. All "Requirements for Specific Transactions" matrices are available on the TPWD website at: <https://tpwd.texas.gov/regulations/outdoor-annual/boating/boating-references-tools-forms>

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

Transactions should not be completed unless the required documentation is obtained. Each Agent office conducting transactions on behalf of TPWD shall submit to TPWD:

- Required documentation completed in full as described under the matrices;
- Completed Application form PWD 143, PWD 144, PWD 143M, PWD 144M, PWD 231, PWD 309A, PWD 309B, PWD 309C, PWD 310A, PWD 312, PWD 314, PWD 403, PWD 504, PWD 581, PWD 738, PWD 763, PWD 778, PWD 790, PWD 1055, PWD 1056, PWD 1084, PWD 1175, PWD 1208, PWD 1238, PWD 1340, or PWD 1434, as applicable, with all required information and original signatures;
- Original manufacturer's Statement of Origin (MSO), Builder Certificates, titles or out-of-state or federal documentation, when required, with original signatures from the owner of record or lawful representative;
- Signed bill of sale, invoice, statement of gift, or tax affidavit from the seller. It must list the date of sale, the sales price of each item (vessel, outboard motor, related accessories), a description of the item (make, TX number or serial number and year built), purchaser's name and seller's signature or signature of lawful representative;
- Lien Release in the acceptable format as outlined in the matrix requirements;
- Original or unaltered copies of any required legal documentation; and
- Required notary signature on forms with notary requirement.

No exception to the required documentation shall be made unless approved through the TPWD Headquarters staff. All exceptions must be thoroughly documented, explained in writing on the submitted paperwork, and signed and dated by the Agent's staff, noting the name of the TPWD Headquarters staff who approved the alternative process.

3.4.3. Ownership transactions that do not have the appropriate supporting documentation may be voided by TPWD. Examples of transactions that may be voided include, but are not limited to:

- Transfer of ownership without a Texas title;
- Transfer of ownership with no out-of-state title or registration provided (registration information is required for non-titling states);
- Transfer of ownership with partial or no title assignment;
- Transfer of ownership with no release of lien when a lien is listed on record;
- Transfer of ownership with no signature of seller;
- Title issuance with no Manufacturer Statement of Origin (MSO) or Builders Certificate or inaccuracies on MSO assignment on a new vessel or outboard motor;
- Transfer of ownership with no supporting documents supporting the authority to sell on behalf of the deceased owner, including an heirship affidavit, letters of testamentary, court order, trust, power of attorney, etc.;
- Transfers with obvious forgery or alteration on any part of the transaction;

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

- Transactions that transferred the wrong vessel or outboard motor;
 - Transactions that have no serial number (Hull Identification Number/Motor Identification Number) on record (does not apply to registration of a USCG documented vessel);
 - Transfer of ownership with an invalid marine dealer licensee number;
 - No bill of sale, invoice, statement of gift, or tax affidavit signed by the seller;
 - Right of Survivorship form completed after owner of record is deceased;
 - Use of Power of Attorney after the owner of record is deceased; or
 - Fraudulent and/or false entry of customer information.
- 3.4.4. All transaction paperwork, titles, decals and registration cards required for processing transactions must be batched and submitted to TPWD Headquarters weekly. This paperwork shall be received not later than the following Friday of the next business week. Delays in the submission of the associated documentation may result in the delay of titles and other items that are fulfilled by TPWD Headquarters. Each Agent shall submit paperwork in accordance with the TPWD Document Packaging and Processing Procedures stated within the BTR User's Manual.

3.5. Inventory:

- 3.5.1. The Agent offices will be issued registration decal inventory and ID card stock to be used for all registration transactions. The Agent shall be responsible for maintaining an inventory record of the registration decals as they are issued by reconciling each decal against the Decal Distribution Log Report, which is available in BTR, and accounting for any discrepancies.
- 3.5.2. The Agent shall accept inventory mailed to the Agent by confirming receipt of the assigned inventory in BTR. The Agent is responsible for verifying the accuracy of the inventory by comparing the physical inventory received to the TPWD Decal Consignment Confirmation Form received with the inventory shipment. The form will ensure that: (a) the Agent received the proper inventory requested; (b) the inventory sent corresponds to the inventory listed on the Decal Consignment Confirmation Form; and (c) the Agent receives instructions about how to confirm receipt of the inventory in BTR and who to notify in the event of any discrepancies. The Agent must confirm receipt of the inventory in BTR or notify the TPWD Boat Section Field Liaison phone bank in the event of any discrepancies, within seven (7) calendar days of inventory delivery. The inventory will not be available for use until its receipt is confirmed in BTR. Unused inventory must be accounted for and returned when no longer valid for use.
- 3.5.3. Registration decals that are voided must be attached to the Void Request Form and sent in with all other transaction paperwork.
- 3.5.4. The Agent is responsible for assigned inventory consisting of registration decals and ID card stock paper. If the Agent cannot account for assigned inventory, the Agent shall be responsible for remitting the value of the lost inventory at a rate of \$53 per piece of inventory. TPWD will not ship additional inventory until payment for lost inventory is received.
- 3.5.5. TPWD will monitor Agent's lost inventory payments and, after two such instances, TPWD will require Agent to provide a reason for the repeat circumstances and a corrective action plan to ensure no further instances of lost inventory. If not satisfied with the corrective action plan, TPWD reserves the right to suspend the Agent from acting on behalf of TPWD.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

- 3.5.6. Agent shall receive applications, forms and other documents from TPWD in order to complete transactions. These documents are considered supplies, not assigned inventory, in that they have minimal monetary value. All forms can be printed from the agency web site at: <http://tpwd.texas.gov/fishboat/boat/forms/>
- 3.5.7. Additional supplies can be requested by calling (512) 389-4479 or emailing BoatSupplies@tpwd.texas.gov. Additional decal inventory can be requested by submitting a request in writing to the TPWD Boat Section Field Liaison phone bank either by fax at (512) 389-8323 or by email to BoatSupplies@tpwd.texas.gov. Requests should include the requestor's name and Agent Location, the quantity and expiration year of the decal inventory requested, and a contact phone number.
- 3.6. Staff: The Agent shall:
 - 3.6.1. Maintain staff that is adequately trained in the maintenance and use of the BTR application. Agent shall ensure that all staff that works with the public has a general knowledge of the services available and general knowledge of laws and regulations that apply to each service as listed under the "Basics to Boat/Motor Transactions" training document, the "Requirements for Specific Transactions" and "Non-Recorded Small Boats and Motors" matrices, and other resource documentation and training aids issued by TPWD Headquarters.
 - 3.6.2. Not release information regarding a boat or outboard motor with a status of "Stolen." Each Agent office shall contact TPWD to verify that the status is valid and notify their County, City or TPWD law enforcement to provide information for recovery of the stolen asset. This notification will not apply to situations where an insurance company is transferring ownership due to the payment of a customer's theft claim.
 - 3.6.3. Submit a BTR Log-in Request Form (PWD 0057B) if any Agent has a change regarding a current user of the system. This form must be signed by the Agent representative. User changes include termination of employees, addition of employees or a change in an employee's duties related to the system. User logins will not be shared or transferred from one employee to another.
 - 3.6.4. Notify TPWD Boat Section Field Liaison at (512) 389-4393 or (512) 389-8090 of any change in staff, office supervisor, business or mailing address, contact email address, or phone number.
 - 3.6.5. Request any changes for user's roles at least two (2) days in advance of the needed change.
- 3.7. Sales Commission: Agent will be paid a 10% (ten percent) commission, or any other amount as established by the Texas Legislature, on TPWD fees for sales made by the Agent as stated under the Texas Parks and Wildlife Code, Chapter 31, Sections 31.0341(b) and 31.048(b).
- 3.8. System Configuration and Use: The Agent shall:
 - 3.8.1. Obtain prior written consent of TPWD prior to disposing, lending or otherwise transferring possession of materials (including inventory items) or supplies furnished under this Agreement to a party other than the Agent's satellite office locations.
 - 3.8.2. Contract with TxDMV to support the internet connections and printers necessary to conduct TPWD-related transactions.
 - 3.8.3. Maintain appropriate inventory of ID card stock paper, applications, forms and decals based upon sales volume. In order to responsibly budget resource expenditures, TPWD may limit the quantities of supplies based on the number of transactions processed by each Agent.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

3.8.4. Notify TPWD immediately if any unauthorized user obtains access to the system. Until TPWD receives such notification, the Agent understands and agrees that the Agent shall continue to be responsible for payment for all transactions that are processed through the Agent's users.

3.9. Recordkeeping: The Agent shall:

3.9.1. Allow employees or representatives of TPWD or the Texas State Auditor's Office access to Agent's records related to this Agreement during normal business hours. After prior notice and/or upon request by TPWD, Agent shall mail requested records to TPWD at 4200 Smith School Road, Austin, Texas, 78744. Further, Agent will allow TPWD and/or the Texas State Auditor's Office access to its records for at least three (3) years following termination of this Agreement. Failure of Agent to allow access to or provide records as required under this Agreement is a material breach.

3.9.2. Comply with the Texas Sales Tax remittance requirements as outlined in the Texas Tax Code and Chapter 31 of the Texas Parks and Wildlife Code.

3.10. Other Requirements: The Agent shall:

3.10.1. Not accept customer's remittances for transactions if the system is unavailable.

3.10.2. Furnish to TPWD, without undue delay, all information reasonably necessary to fulfill any requirement of this Agreement.

3.10.3. Allow authorized employees or representatives of TPWD access to Agent's premises during normal hours of business.

3.10.4. Be responsible for its actions and those of its employees, officers, or agents and, to the extent permitted by law, indemnify and hold TPWD harmless from any claim or legal action, resulting damages, costs and expenses that may be incurred by TPWD as a result of direct or indirect actions of the Agent, its employees, officers, or agents.

3.10.5. Disclose any and all known or suspected conflicts of interest or potential conflict of interest related to TPWD employees or TPWD Commissioners that may be involved, either directly or indirectly, in any aspect of Agent's issuance of items under this Agreement.

3.10.6. Implement and follow all rules and procedures provided in writing to Agent or available in BTR or from TPWD's web site.

4. **TPWD RESPONSIBILITIES:** TPWD will:

4.1. Designate a contact person to coordinate and to help resolve any issues between TPWD and Agent expeditiously and fairly. TPWD will provide training aids for Agent and Agent's employees.

4.2. Maintain a help desk to provide assistance to Agent.

4.3. Provide Account Notices prior to sweeping funds from Agent's account(s) and daily activity reports.

4.4. Provide supplies and materials needed to perform duties under this Agreement such as ID card stock paper, applications, decals, void request forms and other related forms.

5. **OTHER TERMS AND CONDITIONS:**

5.1. **CONFIDENTIALITY AND SECURITY:** Any information the AGENT compiles or creates as a result of the Agreement must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The AGENT shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

laws, rules, and regulations. The obligations of the AGENT under this Confidentiality and Security Article shall survive this Agreement.

- 5.2. **CHANGE IN FEDERAL OR STATE REQUIREMENTS:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TPWD or the AGENT cannot reasonably fulfill the Agreement and if the Parties cannot agree to an amendment that would enable substantial continuation of the Agreement, the Parties shall be discharged from any further obligations under the Agreement.
 - 5.3. **APPLICABLE LAWS AND CONFORMING AMENDMENTS:** AGENT must comply with all laws, regulations, requirements and guidelines applicable to an AGENT providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. TPWD reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for TPWD or AGENT's compliance with all applicable State and federal laws, and regulations.
 - 5.4. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.
 - 5.5. **FORCE MAJEURE:** Neither of the parties shall be considered in default of their obligations hereunder (except the payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, failure or delay of transportation, or such other causes as are beyond such party's control. The burden of proof for the need of such relief shall rest upon the Agent. To obtain release based on force majeure, Agent shall file a written request with TPWD and receive written approval.
 - 5.6. **WAIVERS:** Agent understands that the terms of this Agreement are subject to change upon prior notice by TPWD. The Parties agree that any waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent or prior breach.
 - 5.7. **ASSIGNMENT:** Agent may not transfer or assign any part or the whole of this Agreement without prior written consent of TPWD. This does not apply to a change of County Tax Assessor/Collector.
 - 5.8. **DISPUTES:** The parties shall attempt to resolve all disputes arising from this Agreement but to the extent that it is applicable and not preempted by other law, those disputes not resolved shall follow the dispute resolution process provided for in Texas Government Code, Chapter 2260.
 - 5.9. **SPECIAL CONDITIONS:** TPWD may cancel this Agreement without penalty if subsequent law necessitates cancellation. Nothing in this Agreement is intended to waive any sovereign or governmental immunity to which TPWD is entitled under law.
6. **TERMINATION:** Either party may terminate this Agreement with a minimum of thirty (30) calendar day's written notice. TPWD may terminate this Agreement without notice immediately following a material breach by Agent. Upon termination of this Agreement the Agent shall:
- 6.1. Remit all monies due to TPWD, no later than the next regularly Scheduled Sweep Date following the date of termination;
 - 6.2. Submit all processed transaction documentation according to established schedule or prior to closeout;
 - 6.3. Provide a listing of all employees with electronic access for deactivation; and
 - 6.4. Return all unused TPWD inventory and work with TPWD to reconcile any allocation discrepancies.
7. **RIGHT TO AUDIT:** Agent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD, or any successor agency to conduct an audit or investigation in connection with those funds. Agent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

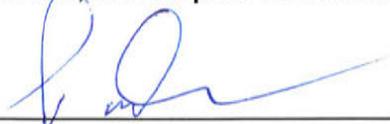
8. **NOTICES:** All notices given by any party or required under this Agreement shall be in writing and addressed and delivered to the relevant party or parties at the following locations:

For TPWD:
Texas Parks and Wildlife Department
Boat Titling and Registration Section
Attention: Julie Aronow, Manager
4200 Smith School Road
Austin, Texas 78744

For AGENT:
Parker County
Attention: Ms. Jenny Gentry
1112 Santa Fe, Weatherford, TX 76086

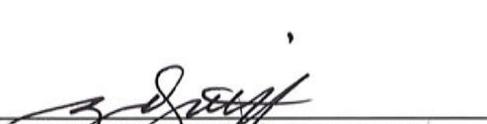
9. **COMPLETE AGREEMENT:** This Agreement and the attached Schedules 1 and 2 represent the complete Agreement and understanding of the parties with respect to the subject matter herein, and supersede any other understanding, written or oral. This Agreement may be amended by written agreement of both Parties, which will be attached to the original agreement. All such amendments are subject to the terms and conditions of this Agreement not specifically amended thereby.
10. **AUTHORITY TO BIND:** The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement and that they have authority to bind the entity on whose behalf they execute this Agreement.
11. **SIGNATURE AND DELIVERY INSTRUCTIONS:** Agent shall sign this page and send to TPWD. Upon signature of TPWD's representative, a copy of the completed agreement will be made and sent back to Agent for its records. If original signatures are desired for Agent's copy, Agent shall obtain signatures on two identical agreements and, upon receipt, TPWD's representative will sign both and return the second back to Agent.
12. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** By entering into this Agreement, the Agent certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
- 1) All persons employed to perform duties within Texas, during the term of the Agreement; and
 - 2) All persons (including subcontractors) assigned by the Agent to perform work pursuant to the Agreement, within the United States of America.

The Agent shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Agent, and Agent's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Agent may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**



County Agent

Title: County Judge
Date: 11-24-25



Texas Parks and Wildlife Department

Title: Contract Program Manager
Date: 10-19-2025

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

County Agent

Title: _____

Date: _____

County Agent

Title: _____

Date: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 1
Parker County Office Information

MAIN OR PRIMARY OFFICE:

1. County Office Name: PARKER COUNTY AUTO REGISTRATION
 2. Federal Employer's Identification Number: 756001109
 3. Bank Account Type Checking or Savings
 4. Routing/Transit Number: [REDACTED]
 5. Account Number: [REDACTED]
 6. Mailing Address: PO BOX 2740
City, State, Zip: WEATHERFORD, TX 76086
 7. Physical Address: 1112 SANTA FE DR Or Check if same as mailing address
City, State, Zip: WEATHERFORD, TX 76086
 8. Office Contact Information:
 - Office Manager's Name: JENNY GENTRY, TAX ASSESSOR-COLLECTOR
 - Telephone Number: 817-598-6139
 - Email Address: jenny.gentry@parkercountytexas.com
-

SATELLITE OR SUB-OFFICE:

1. Office Name: SPRINGTOWN AUTOREGISTRATION
2. Federal Employer's Identification Number: _____ Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: PO BOX 2740
City, State, Zip: WEATHERFORD, TX 76086
7. Physical Address: 1112 SANTA FE DR Or Check if same as mailing address
City, State, Zip: WEATHERFORD, TX 76086
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: SHAWN BOLTON
 - Telephone Number: 682-229-2118
 - Email Address: springtownautoreg@parkercountytexas.com

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SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: EAST PARKER COUNTY AUTO REGISTRATION
2. Federal Employer's Identification Number: _____ Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: PO BOX 2740
City, State, Zip: WEATHERFORD, TX 76086
7. Physical Address: 1112 SANTA FE DR Or Check if same as mailing address
City, State, Zip: WEATEHRFORD, TX 76086
8. Office Contact Information (need separate contact names for each office location):
- Office Manager's Name: JEANNE GALES
 - Telephone Number: 682-229-2220
 - Email Address: epcoautoreg@parkercountytexas.com
-

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: _____
2. Federal Employer's Identification Number: _____ Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: _____
City, State, Zip: _____
7. Physical Address: _____ Or Check if same as mailing address
City, State, Zip: _____
8. Office Contact Information (need separate contact names for each office location):
- Office Manager's Name: _____
 - Telephone Number: _____
 - Email Address: _____

COPY AND PROVIDE ADDITIONAL SHEETS IF NEEDED FOR ADDITIONAL LOCATION(S).

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 2
Schedule for Sweeping Revenue
Between TPWD and Parker County Tax Assessor-Collector (Agent)

1. Scheduled Sweeps:

- 1.1. Account Notice Date will occur on Monday each week. The Scheduled Sweep Date (Wednesday) shall occur two (2) business days after the Account Notice (Monday). Whenever the scheduled sweep date falls on a U.S. Federal Reserve holiday, the scheduled sweep date will be the next business day after the holiday. (See Scheduled Sweeps, Para. 3.1.8).
- 1.2. The Account Notice will encompass one Sales Period and include the sales made during each Day of Sales that the office was conducting business. The Sales Period begins on Monday and ends on Sunday.
- 1.3. Offices with substations that deposit funds into the same bank account can generate an Agent Activity Report and Account Notice for each office. A combined Agent Activity Report and Account Notice will be available which shows the combined totals for all offices with the same bank account.

**Procurement Vehicle: TIPS 220105
In Support of: Parker County TX****ORDER DETAILS**

Prepared By: Natascha Halley
Phone:
Email: natascha.halley@granicus.com
Order #: Q-473876
Prepared On: 24 Oct 2025
Expires On: 16 Oct 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term End Date: 11 Oct 2027
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Terminating Subscriptions | | |
|---------------------------|---------------|-------------------|
| Solution | Quantity/Unit | Prior Annual Fee |
| Sound Search™ | 0 Each | \$3,600.00 |
| SUBTOTAL: | | \$3,600.00 |

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

| Existing Subscriptions | | | |
|------------------------|-------------------|---------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| EASE™ 25 | Annual | 1 Each | \$11,940.00 |
| SUBTOTAL: | | | \$11,940.00 |

| One-Time Fees | | | |
|--|-------------------|---------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | One-Time Fee |
| Advanced Caption Encoder/Decoder | Up Front | 1 Each | \$10,589.40 |
| Captioning Software Only | Upon Delivery | 1 Each | \$3,413.20 |
| Onsite Install or Site Survey | Upon Delivery | .5 Each | \$980.50 |
| Partially Managed EASE H Streaming Appliance | Up Front | 1 Each | \$7,223.37 |
| SUBTOTAL: | | | \$22,206.47 |

| New Subscription Fees | | | |
|-------------------------------|--------------------------|----------------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| CaptionLive Premium | Annual | 80 Hours | \$12,527.23 |
| CaptionLive Basic (Automated) | Annual | 80 Hours | \$4,876.03 |
| CaptionPM | Annual | 80 Hours | \$7,516.03 |
| SUBTOTAL: | | | \$24,919.29 |

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

| Solution | Description |
|----------------------------------|---|
| EASE™ 25 | EASE™ 25 Managed Service SaaS: Up To 25 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free). |
| Advanced Caption Encoder/Decoder | Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages. |
| Captioning Software Only | Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade) |
| CaptionLive Premium | CaptionLive Premium - Human Transcription Service in English, per hour. Live and video on- demand closed captioning, with a VOD captions turnaround time of 4 - 5 business days from the end of the meeting. |
| Onsite Install or Site Survey | Onsite Install or Site Survey, per day. |
| CaptionLive Basic (Automated) | CaptionLive Basic - Automated Transcription Service in English with no text cleanup, per hour |
| CaptionPM | CaptionPM - Post Meeting/Event Captioning Service in English, per hour. Video On-Demand closed captioning, with a VOD captions turnaround time of 4 - 5 business days from the end of the meeting. |

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-473876 dated 24 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Parker County TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- It is the customers responsibility to communicate any changes or provide updated schedules. Any meeting convened outside of the established meeting schedule shall require a minimum of forty-eight (48) hours' prior written notice to all relevant parties. The presence of a director at such meetings is not guaranteed. All such meetings will be shot in wide-screen format.

SWAGIT Product Specific Terms

In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings (including hardware, software and services) will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these terms solely as it relates to the Swagit Product.

1. AVIOR Broadcaster Hardware.

- a. Fifty percent (50%) of the total fees due for the hardware , pre-installation services and set up and deployment services will be invoiced upon contract signature. The remaining fifty percent (50%) balance of the hardware fees and fees due for pre-installation and set up and deployment services will be invoiced upon completion of installation of the hardware at Client's designated location.
- b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.
- c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will be invoiced upon contract signature. The initial subscription term will be prorated to reflect a 10 month subscription period to account for installation time. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve-month rate plus annual increase.

2. EASE Encoder Hardware.

- a. 100% of EASE encoder hardware fees and fees for installation and configuration will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.
- b. Fees for Swagit Subscription Services related to EASE encoders will be invoiced upon contract signature and will be prorated to reflect an initial eleven month term. The subsequent full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve month rate plus any annual increase.

3. Warranty.

All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.

4. Camera and Broadcast Operations.

Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.

BILLING INFORMATION

| | | | |
|------------------|--|------------------------------|-----------------------|
| Billing Contact: | Lila Deakle | Purchase Order Required? | [] - No [✓] - Yes |
| Billing Address: | 1112 Santa Fe Dr. Weatherford TX 76086 | PO Number: If PO required | |
| Billing Email: | lila.deakle@parkercountytx.com | Billing Phone: | 817-598-4154 |

If submitting a Purchase Order, please include the following language:
 The pricing, terms, and conditions of quote Q-473876 dated 24 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| | |
|--------------------|--|
| TIPS 220105 | |
| Signature: |  |
| Name: | Pat Deen |
| Title: | County Judge |
| Date: | 12/22/2025 |

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Parker County Sheriff's Office, Texas** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Superior, LLC ("**Superion**"), a CentralSquare Technologies, LLC company, as successor in interest to SunGard Public Sector Inc.; and

WHEREAS, Customer is a currently licensed end user of the Superior Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Superior Software products, services, and contractual obligations; and

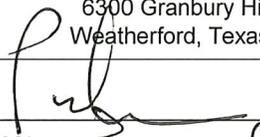
WHEREAS, Customer desires to discontinue use of the Superior Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Superior Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

| CentralSquare Technologies, LLC | Parker County Sheriff's Office |
|--|--|
| 1000 Business Center Drive Lake Mary, FL 32746 | Parker County ESD #6 6300 Granbury Highway, Weatherford, Texas , 76087 |
| DocuSigned by: <i>Ron Anderson</i> By:  | By:  |
| D0E45FA2938A4EB... | |
| Print Name: Ron Anderson | Print Name: <i>At Dec</i> |
| Print Title: Chief Revenue Officer | Print Title: <i>County Judge</i> |
| Date Signed: 12/29/2025 | Date Signed: <i>12-29-25</i> |

Solution: ONESolution PS

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
- 1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
 - 1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
 - 1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
 - 1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
 - 1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
 - 1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
 - 1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
 - 1.8. "**Delivery**" means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
 - 1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
 - 1.10. "**End User Training**" means the process of educating general users of the Software on the operation of the Software.
 - 1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
 - 1.12. "**Hardware**" means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
 - 1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - 1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
 - 1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).
 - 1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

- 1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. "**Project Kickoff**" is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. "**Reliability Period**" is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. "**Software Version**" means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. "**Support Services**" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. **License, Access, and Title.**

- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.
- 2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.
- 6.4. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and

future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 7.3. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. **Security.**

- 8.1. CentralSquare shall implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare shall review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. **Personal Data.** If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. **Representations and Warranties.**

- 10.1. **Intellectual Property Warranty.** CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. **Intellectual Property Remedy.** In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

- 10.3. **Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.
- 10.4. **Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.
11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.
- | | |
|---------------------|--|
| If to CentralSquare | CentralSquare Technologies, LLC 1000 Business Center Dr. Lake Mary, FL 32746 Phone: 407-304-3235 Attention: Legal/Contracts |
| If to Customer: | Parker County Sheriff's Office Parker County ESD #6 6300 Granbury Highway Weatherford, Texas 76087 Phone: 817-594-8845 Email: mark.arnett@parkercountytx.com Attention: Mark Arnett |

12. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. **Indemnification.**

- 13.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.2. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

- 17.1. **Good Faith Negotiations.** The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

- 17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
- 19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
- 19.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.
20. Insurance. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. Third-Party Materials. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. Subcontractors. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. Amendment. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
28. **Cooperative Purchases.** The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.
29. **AI Use & Accuracy.** The software provided under this Agreement may include access to artificial intelligence ("AI") features that generate outputs based on inputs. Customer acknowledges and agrees that:
- 29.1. AI-generated outputs may be inaccurate, incomplete, or inappropriate, and should not be relied on as a sole source of truth or decision making;
 - 29.2. Users are responsible for reviewing and validating any AI-generated content before using it in any context;
 - 29.3. A human-in-the-loop (human is actively involved in reviewing, validating, or making decisions based on the output) approach is strongly recommended, and users agree to exercise appropriate judgment and oversight when using the software;
 - 29.4. CentralSquare makes no warranties or guarantees regarding the accuracy, reliability, or suitability of AI-generated outputs for any particular purpose;
 - 29.5. Use of the AI features is at Customer's own risk, and Customer agrees not to use the software in any manner that may cause harm or violate applicable laws or regulations.
30. **Order of Precedence.**
- 30.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 30.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
 - 30.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
 - 30.3. Incorporated Exhibits to this Agreement:
 - Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Summary of Services
 - Exhibit 6:** Using/Accessing Agency Guidelines
 - Exhibit 7:** Service Level Commitments
 - Exhibit 8:** Managed Services Provisions (not applicable)

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-216862
Sourcewell Contract #: 030425-CNSQ

SOFTWARE INCLUDED

PARKER FREEDOM

| | PRODUCT NAME | QUANTITY | UNIT PRICE | DISCOUNT | TOTAL |
|----|--|-----------------|-------------------|-----------------|--------------|
| 1. | OneSolution Freedom Base Annual Subscription Fee | 35 | 90.00 | - 447.30 | 2,702.70 |
| 2. | OneSolution Freedom Server Annual Subscription Fee | 1 | 2,100.00 | - 298.20 | 1,801.80 |

| | |
|---|--------------|
| PARKER FREEDOM Software Subtotal | 5,250.00 USD |
| PARKER FREEDOM Software Discount | - 745.50 USD |
| PARKER FREEDOM Software Total | 4,504.50 USD |

PARKER INTERFACES

| | PRODUCT NAME | QUANTITY | UNIT PRICE | DISCOUNT | TOTAL |
|----|---|-----------------|-------------------|-----------------|--------------|
| 3. | CAD-to-CAD 3Pty Connect (No CAD) Annual Subscription Fee | 1 | 1,668.40 | | 1,668.40 |
| 4. | ONESolution CAD Taser Interface Annual Subscription Fee | 1 | 9,000.00 | - 1,278.00 | 7,722.00 |
| 5. | ONESolution CAD to ONESolution CAD Base Interface Annual Subscription Fee | 1 | 4,500.00 | - 639.00 | 3,861.00 |
| 6. | ONESolution Pagegate Interface Annual Subscription Fee | 1 | 600.00 | - 85.20 | 514.80 |

| | |
|--|----------------|
| PARKER INTERFACES Software Subtotal | 15,768.40 USD |
| PARKER INTERFACES Software Discount | - 2,002.20 USD |
| PARKER INTERFACES Software Total | 13,766.20 USD |

PARKER ONESOLUTION CAD

| | PRODUCT NAME | QUANTITY | UNIT PRICE | DISCOUNT | TOTAL |
|----|---|-----------------|-------------------|-----------------|--------------|
| 7. | CentralSquare ONESolution CAD Cloud Dispatch Position Annual Subscription Fee | 11 | 3,563.64 | - 5,566.44 | 33,633.60 |
| 8. | CentralSquare ONESolution CAD Cloud MCT Position Annual Subscription Fee | 135 | 700.00 | - 13,419.00 | 81,081.00 |

| | | | | | |
|----|--|---|-----------|-------------|-----------|
| 9. | CentralSquare ONESolution CAD Cloud Platform Annual Subscription Fee | 1 | 90,000.00 | - 12,780.00 | 77,220.00 |
|----|--|---|-----------|-------------|-----------|

| | |
|---|-----------------|
| PARKER ONESOLUTION CAD Software Subtotal | 223,700.04 USD |
| PARKER ONESOLUTION CAD Software Discount | - 31,765.44 USD |
| PARKER ONESOLUTION CAD Software Total | 191,934.60 USD |

PARKER ONESOLUTION RMS

| | PRODUCT NAME | QUANTITY | UNIT PRICE | DISCOUNT | TOTAL |
|-----|--|----------|------------|------------|-----------|
| 10. | CentralSquare ONESolution RMS Cloud Officer Annual Subscription Fee | 90 | 750.00 | - 9,585.00 | 57,915.00 |
| 11. | CentralSquare ONESolution RMS Cloud Platform Annual Subscription Fee | 1 | 30,000.00 | - 4,260.00 | 25,740.00 |
| 12. | ONESolution Calls For Service Annual Subscription Fee | 1 | 4,000.00 | - 568.00 | 3,432.00 |
| 13. | ONESolution Property & Evidence Annual Subscription Fee | 1 | 4,000.00 | - 568.00 | 3,432.00 |

| | |
|---|-----------------|
| PARKER ONESOLUTION RMS Software Subtotal | 105,500.00 USD |
| PARKER ONESOLUTION RMS Software Discount | - 14,981.00 USD |
| PARKER ONESOLUTION RMS Software Total | 90,519.00 USD |

SOFTWARE SUMMARY

| | |
|--------------------------|-----------------------|
| Software Subtotal | 350,218.44 USD |
| Software Discount | - 49,494.14 USD |
| Software Total | 300,724.30 USD |

SERVICES INCLUDED

IMPLEMENTATION

| | DESCRIPTION | TOTAL |
|----|--|-----------|
| 1. | ONESolution CAD Cloud Migration Services (1-45 CAD Positions) - Fixed Fee | 10,000.00 |
| 2. | ONESolution RMS Cloud Migration Services (1-2,500 Sworn) - Fixed Fee | 10,000.00 |

| | |
|---|-----------------|
| Implementation Services Subtotal | 20,000.00 USD |
| Implementation Services Discount | - 20,000.00 USD |
| Implementation Services Total | 0.00 USD |

SERVICES SUMMARY

| | |
|--------------------------|-----------------|
| Services Subtotal | 20,000.00 USD |
| Services Discount | - 20,000.00 USD |
| Services Total | 0.00 USD |

QUOTE SUMMARY

| | |
|--------------------------|----------------|
| Software Subtotal | 350,218.44 USD |
|--------------------------|----------------|

| | |
|--------------------------|---------------|
| Services Subtotal | 20,000.00 USD |
|--------------------------|---------------|

| | |
|-----------------------|----------------|
| Quote Subtotal | 370,218.44 USD |
|-----------------------|----------------|

| | |
|-----------------|-----------------|
| Discount | - 69,494.14 USD |
|-----------------|-----------------|

| | |
|--------------------|-----------------------|
| Quote Total | 300,724.30 USD |
|--------------------|-----------------------|

RECURRING FEES

| TYPE | AMOUNT |
|-------------------------------|------------|
| FIRST YEAR MAINTENANCE TOTAL | 0.00 |
| FIRST YEAR SUBSCRIPTION TOTAL | 300,724.30 |

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Payment Terms:

Subscriptions:

- Annual Subscription Fees are due on October 1, 2026 and annually thereafter on the anniversary of that payment date.
- Annual Subscription Fees shall increase as follows:
 - Year 2: 0%
 - Years 3–5: 3%
 - Year 6+: 5%

Services:

Payment Schedule:

| | Implementation Services |
|-----|--|
| 30% | Due on Effective Date |
| 20% | Due at Project Kickoff |
| 15% | Due at completion of 1 st End User Training Session |
| 30% | Due at Go Live |
| 5% | Due at completion of Reliability Period |

- 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.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the payment date of the replacement subscription software detailed above. 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 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 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

| Priority | Issue Definition | Response Time |
|----------------------------------|--|---|
| Priority 1 – Urgent | The software is completely down and will not launch or function. | Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative. |
| Priority 2 – Critical | A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations. | Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative. |
| Priority 3 – Non-Critical | A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function. | Non-Critical Priority 3 issues must be reported via https://support.centurysquare.com/s/contact-us |
| Priority 4 – Minor | Cosmetic or documentation errors, including Customer technical questions or usability questions. | Minor Priority 4 issues must be reported via https://support.centurysquare.com/s/contact-us |

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.
- 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
- 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

| Priority | Resolution Process | Resolution Time |
|------------------------------------|---|--|
| Priority 1 – Urgent | CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System. | CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification. |
| Priority 2 – Critical | CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System. | CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification. |
| Priority 3 – Non – Critical | CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem. | CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare’s User base. Priority 3 issues have no defined resolution time. |
| Priority 4 – Minor | If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable. | CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time. |

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
 - 10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
 - 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
13. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 5
Summary of Services

Parker County Sheriff, TX, CentralSquare Cloud Migration – ONESolution

This Summary of Services describes a standard migration of your on-premise solution to the cloud. CentralSquare is here to ensure that your migration experience is simple, efficient, and empowering. Together, we can make this transition a success and set the stage for a brighter, more innovative future.

Project Scheduling

The Parties agree that a schedule will be provided for services within *ten days* from the assigned of a CentralSquare Project Manager.

Change Requests

The Parties may request a change to this Summary of Services, to increase hours or deliverables, through a written request to the CentralSquare Project Manager.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables Customer agencies to remain CJIS compliant for the purposes of FBI and/or state regulatory agency audits.

Professional Services

Throughout the course of the project, CentralSquare will perform the following services to ensure a successful migration to the cloud. All services are performed remotely.

Migration to Cloud

The migration process involves backing up the on-premise environment, uploading critical data to the cloud, and deploying the latest software versions in the cloud environment. CentralSquare is responsible for ensuring the cloud environment functions as expected, while the Customer must review and provide feedback on the cloud deployment.

System Installation

Cloud provisioning will be the responsibility of CentralSquare. On-premise hardware provisioning is the responsibility of the Customer. The installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

This implementation will be a combination of cloud and on-premise components.

Cloud Components:

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer/Network Administrator and other CentralSquare staff (Project Manager, Engineering), configuration of the connection, advising on network communications, and configuring access to the provisioned system.

The administration services of the cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

The Customer will be responsible for their side of the connection with CentralSquare maintaining the AWS side.

On-Premise Components:

CentralSquare will provision the current server hardware on premise, as needed, for use of the CentralSquare provided NCIC Interface and CentralSquare's portion of the required interfaces.

The administration services of the on-premise environment is the responsibility of CentralSquare: including support and maintenance of the underlying infrastructure.

On-Premise Reporting Server (*If applicable*)

CentralSquare will replicate data to an on-premise reporting server. The Customer handles user access control, and CJIS compliance regarding the replicated data.

Geographical Information Services (GIS) *If applicable*

The migration from on-premise to cloud will include the moving of the GIS data.

Interfaces

The standard interfaces and integrations maintained by CentralSquare that are fully operational, and in the production environment, will be enabled to the cloud production environment as part of this project. The ability of the Message Switch\NCIC Server to be hosted in the cloud is a decision made by the State. Should the State not allow this, an on-premise server will be required. Any interface(s) currently under implementation will need to be reviewed with CentralSquare.

The Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration of interfaces. If there are any additional costs from the third parties the Customer is responsible for those costs.

Additional Services, Products and Interfaces

No additional services, products, or interfaces are included in this scope. If any additional services, products, or interfaces are purchased, additional costs and services will be incurred.

EXHIBIT 6

Using/Accessing Agency Guidelines

The following agencies are authorized to use the Customer's system in the quantities specified in Exhibit 1. Customer acknowledges and agrees to be responsible for these authorized agencies use of the System and to bind each authorized agency to all terms of the Agreement as reasonably applicable. In the event of breach, or threatened breach of the provisions of the Agreement, Supplier has no adequate contractual remedy with the Authorized agencies and accordingly shall be entitled to pursue remedy direct from the Customer. The Customer shall be the point of contact for each of these authorized agencies in the event that support services are required or requested by said authorized agency. Customer agrees to be responsible for all payment obligations incurred by any authorized agency inclusive of support and any additional purchases under the Change Order/Amendment processes as described in the Agreement.

Accessing Agencies

Aledo Police, TX

Hudson Oaks Police, TX

Reno, TX

Willow Park Police, TX

EXHIBIT 7

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

| Service availability in the relevant Service period | Percentage reduction in monthly fee for the subsequent service period |
|---|---|
| Less than 99.99% but greater than or equal to 99.9% | 1% |
| Less than 99.9% but greater than or equal to 99.5% | 5% |
| Less than 99.5% | 10% |

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

- A. **Internet Access.** Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
- B. **Customer's Internal Network Issues.** Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;
- C. **Third-Party Acts.** Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

- D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
 - E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
 4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.
 5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8

Intentionally Omitted

