

Bill Moore

From: Dan Milam
Sent: Saturday, December 3, 2022 2:28 PM
To: Bill Moore
Cc: Jim Simpson
Subject: Re: SOMA | Johnson County Consortium - Follow up

Mike Mattson is their Chief Growth Officer.

I've discussed the December date with Jim over the phone and when we met on November 4th.

I'll call you Monday morning.

Dan Milam
IT Director
Johnson County
817.556.6366
dmilam@jocotx.org

COMMISSIONERS COURT

DEC 27 2022

On Dec 3, 2022, at 2:16 PM, Bill Moore <BillM@johnsoncountytexas.org> wrote:

Dan:

Please call me Monday morning to discuss this matter. No one mentioned a time deadline of December 12th to have this contract approved. I will get with Jim and discuss the contract with him. Who is Mike Mattson?

Bill Moore
County Attorney
Guinn Justice Center
204 South Buffalo Avenue, Suite 410
Cleburne, Texas 76033
Phone: 817-556-6330
Fax: 817-556-6331
Email: billm@johnsoncountytexas.org

CONFIDENTIALITY NOTICE

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From: Dan Milam <dmilam@johnsoncountytexas.org>
Sent: Friday, December 2, 2022 1:43 PM
To: Bill Moore <BillM@johnsoncountytexas.org>; Jim Simpson <JimS@johnsoncountytexas.org>
Cc: shane.wickson@cleburne.net
Subject: FW: SOMA | Johnson County Consortium - Follow up

This project is in trouble. They're tired of waiting on us and if they walk away, its going to hurt us. I knew they were getting ancy but I was prepared for this.

I haven't reached out to them yet. Is it possible that we can send them the modified contract and addendum to possibly buy us time?

Dan Milam
IT Director
Johnson County
817.556.6366
dmilam@jocotx.org

From: Michael Mattson <mike.mattson@somaglobal.com>
Sent: Friday, December 2, 2022 12:52 PM
To: shane.wickson@cleburne.net; Dan Milam <dmilam@johnsoncountytexas.org>
Cc: Andrew Jones <andrew.jones@somaglobal.com>; Ernest Pages <epages@sciens.com>; David Raybuck <David.Raybuck@cleburne.net>; sbarcey@sciens.com; Steven Graves <sgraves@sciens.com>; Josh Lewis <josh@somaglobal.com>; Peter Quintas <peter@somaglobal.com>; Kevin Young <kevin.young@somaglobal.com>; John Challender <john@somaglobal.com>; Matt Stull <matt.stull@somaglobal.com>
Subject: Re: SOMA | Johnson County Consortium - Follow up

* External sender - use caution with links or attachments *

Guys,

I caught up with AJ last night, and he shared with me that the County's Attorney still hasn't sent the reviewed contract and that we are at serious risk of being unable to bring the final approval forward on December 12th as planned. The fact that no one has been able to get a contract reviewed nor has given clarity on the process timeline for the past five months is concerning. To me, this shows that County leadership either does not value or respect the priority of this project and the partners they do business with nor the public servants who work tirelessly to run and advance their government enterprise.

It's been another lost month to make progress since our last project re-planning call, and no one seems to have any visibility or can communicate to us what is going on here. As such, we are now 2 years into the vetting process of the county's evaluation and project planning, as well as months behind the agreed-upon kickoff schedule after we were selected as your partner. SOMA has been holding services resources and planning our business in good faith around this project, trusting your assurances. With the thousands of hours and hundreds of thousands of SOMA investment and Johnson County taxpayer dollars invested into the project "evaluation process" thus far, we sit here with no confidence it will ever happen.

That said, I feel bad that we (us as a joint project team on this thread) are all in this position and want to thank you for the time spent with SOMA over the last 2 years through the due diligence and project planning process. At this point, we would like to select ourselves and take on customers who are ready and willing to enter into a healthy partnership because this lack of support is not it.

From my perspective, this situation is a perfect example of (1) why local governments are unable to retain and attract talented employees, and that crisis won't change anytime soon at places like your County, and (2) officers are stuck with woefully inadequate technology and support from legacy "holding companies" with 30-year old spaghetti code that may have gone through a facelift (at best) while they focus on profit engineering vs. innovation.

At this point, I cannot let the dysfunction of Johnson County continue to affect the way we run our business. Our trust in the County to be a good partner was a mistake in my judgment, and it took away the opportunity to work with the other communities knocking on SOMA's door that were ready to prioritize a SOMA partnership. The downstream effect of this issue is that our technology could have helped protect the life of another agency's officer or civilian if we got our technology in their hands faster. That's on me.

I know what a successful partnership looks like to complete a successful complex enterprise software project, and this behavior is a red flag. Government software is often in use for over 15+ year cycles, and the key to these projects working is trust in the commitments we make to each other and working in alignment with clear communication. As such, my recommendation is that it is best for everyone to learn from this and move on individually with SOMA if they choose, unless we make the 12th agenda. Unless something changes quickly and radically around how we work together through demonstrating a spirit of prioritization of our project on both sides, we should not waste each other's time and more taxpayer dollars on wasted efforts.

My request is to at least get this project on the agenda for the 12th as a discussion item. I plan to come to the podium with a professional voice and supporting data that will explain to the commissioners our decision to part ways on this project. I'll also share what we think the County needs to do moving forward to prepare for a successful project with another vendor.

Regards,
Mike Mattson

On Thu, Dec 1, 2022 at 9:06 AM Shane Wickson <Shane.Wickson@cleburne.net> wrote:

Since we're in the realm of updates, Dan and I had lunch last week with Chris Boedeker, the incoming County Judge who will take office on January 1st. He is very supportive of this project and has tentatively agreed to being the Executive Sponsor. He'd like to get a virtual meeting with Sciens, SOMA, Dan, David, and I sometime in the near future to be sure he understands that project role and the expectations. I'll be reaching out on a separate thread to coordinate that shortly.

During that conversation Dan and I were able to share our frustration at the administrative roadblocks we've dealt with up to this point, so Boedeker is aware of all of that backstory as well.

Thanks,

Shane

<image001.png>

Shane Wickson
Lieutenant – Technical Services
Cleburne Police Department
302 W Henderson



6911 Bryan Dairy Rd., Suite 210
Largo, FL 33777
www.somaglobal.com

Confidential

SOMA GLOBAL, INC.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of **12/16/22**, by and between **SOMA Global, Inc.**, a Delaware corporation ("**SOMA**", "**we**" or "**us**") and **Johnson County, TX** ("**Client**" or "**you**"). SOMA and Client are referred to herein as the "**Parties**" and, each, a "**Party**".

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Documentation" means the applicable Service's documentation, and its usage guides and policies, as updated from time to time and provided to You.

"Malicious Code" means code, files, scripts, corrupted files, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Non-SOMA Application" means a web-based, mobile, offline or other software application that is provided by You or a third party and is linked, connected, or used in conjunction with a Service, including any application that is developed by or for You that is not provided by Us.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

"Services" means Our Public Safety as a Service Platform, including the modules embedded therein and to which You have purchased a subscription pursuant to an Order Form. "Services" exclude Non-SOMA Applications.

"User" means an individual who is authorized by You to use a Service, for whom You have purchased a subscription, or to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Your employees, consultants, contractors, agents, and other third parties with which You transact business.

"Your Data" means electronic data and information, including personal data, transferred by or for You during Your use of the Services.

2. OUR RESPONSIBILITIES

2.1 Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable SOMA standard support for the Services to You at no additional charge and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice to the extent practicable) and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-SOMA Application, denial of service attack or other interference caused by third party malicious interference.

2.2 Protection of Your Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to improve our Services, (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (d) as You expressly permit in writing. You are solely responsible for complying with any applicable laws and regulations regarding the processing or transferring of Your Data while using the Services.

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.4. Professional Services. To the extent an Order Form contemplates the provision of implementation, configuration, migration or other services to be provided by Us (such services, “Professional Services”), such Professional Services shall be provided in accordance with the terms set forth in the applicable Order Form. We retain ownership of all work product resulting from Our provision of Professional Services (“Services Work Product”) and hereby grant You a non-exclusive, non-assignable, non-sublicensable license to use such Services Work Product in connection with, and for the duration of, your subscription to the Services.

3. USE OF SERVICES

3.1 Subscriptions. Services are purchased as subscriptions and are not sold to you. Your right to use the Services are set forth in an Order Form. Order Forms may be amended only in a writing signed by authorized representatives of each Party.

3.2 Usage Limits. Services are subject to the usage limits set forth in the Order Form. . If You exceed a contractual usage limit, You will assessed a surcharge in accordance with the rates set forth in the applicable Order Form.

3.3 Your Responsibilities.

(a) You shall ensure all use of the Services by You or Your Users complies with this Agreement, the Documentation, any Order Forms and all applicable laws, rules and regulations.

(b) You are solely responsible for the accuracy and quality of Your Data, and warrant that the transmission of Your Data for use by Us as contemplated in this Agreement complies with all applicable data privacy laws and regulations.

(c) You shall use commercially reasonable efforts to prevent unauthorized access to or use of Services, and will notify Us promptly of any such unauthorized access or use.

(d) You are solely responsible for ascertaining the suitability of, and for the selection of, the Services, as well as for installation, implementation and use of the Services, and for the results obtained by using the Services. You are responsible for decisions made and actions taken based on the use by You or Your Users of the Services.

(e) You will not (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation; (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service to third parties; (iii) attempt to gain unauthorized access to any Service or its related systems or networks or circumvent any usage limits; (iv) copy a Service or any part, feature, function or user interface thereof except for internal use only as expressly permitted herein or in an Order Form or the Documentation; (v) frame or mirror any part of any Service externally; (vi) use any Service in order to build a competitive product or service or attempt to reverse engineer any Service; (vii) introduce any Malicious Code to the Services or use the Services to distribute any Malicious Code; or (viii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services. Any use of the Services in breach of this Agreement, Documentation or Order Forms by You or Users that in Our judgment threatens the security or availability of Our services may result in Our immediate suspension of your right to access the Services. We will use commercially reasonable efforts to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.4 External-Facing Services. If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to prohibited material and actions, as may be applicable to a Service, and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3.5 Removal of Your Data. If We receive information that Your Data may violate applicable law, regulation or third-party intellectual property rights, We will notify You in such event, and You will promptly remove such data from the Services. If You fail to remove such data from the Services following a notice, or if we reasonably determine that such data must be removed immediately without notice, We may remove such data ourselves.

4. NON-SOMA PROVIDERS

Non-SOMA Applications may be used in conjunction with the Services in accordance with the terms herein. We do not support Non-SOMA Applications and are not responsible for the functionality or interoperability of Non-SOMA Applications with the Services. If You use a Non-SOMA Application with a Service, You grant Us permission to access your account with a Non-SOMA Application and allow the Non-SOMA Application and its provider to access Your Data, as applicable. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access or use by any Non-SOMA Application or its provider. We may cease supporting the interoperability of the Services with any Non-SOMA Application at any time.

5. FEES

5.1 Fees. You will pay all fees specified in Order Forms (“Fees”). Except as otherwise specified herein or in an Order Form, (i) Fees are based on Services subscriptions purchased and not actual usage (except for usage surcharges set forth in an Order Form), (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term without Our prior written consent.

5.2 Payments. You will pay the Fees in accordance with the payment schedule contemplated in the Order Form. If You provide credit card information to Us, You authorize Us to charge such credit card for all Fees for the initial subscription term and any renewal subscription term. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Late Payments. If any invoice is not paid within 30 days from the date of the invoice, a late interest at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law, whichever is lower, will begin to accrue immediately. We reserve the right to condition future renewals and Order Forms on different payment terms. We may also accelerate any unpaid Fees and cause such Fees to become immediately due and payable and/or suspend Your access to Services until such amounts are paid in full. We will give You at least 10 days’ prior notice that Your account is overdue before suspending Services.

5.4 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5.5. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title and interests in and to the Services and Services Work Product, including all related intellectual property rights therein. We reserve all rights not expressly granted to You hereunder.

6.2 License to Host Your Data. You grant Us, Our Affiliates and Our contractors a worldwide, limited license to host, copy, transmit and display Your Data as reasonably necessary for Us to provide the Services in accordance with this Agreement.

6.3 License to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

6.4 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights.

7. CONFIDENTIALITY

7.1 Confidential Information. “Confidential Information” means all information disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each Party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information.

7.2 Permitted Use. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in

writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Either Party may disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other Party's prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. In addition, either Party may disclose the terms of this Agreement to actual or potential acquirers, lenders or other sources of capital. We may also disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-SOMA Application provider to the extent necessary to perform Our obligations to You under this Agreement.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. REPRESENTATIONS & WARRANTIES

8.1 Both Parties. Each Party represents and warrants that (a) it has the necessary power, authority and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation on such Party, fully enforceable against it.

8.2 Our Warranties. We warrant that (a) We will not materially decrease the overall security of the Services without prior notice to You, (b) the Services will materially perform in accordance with the applicable Documentation, (c) We will not materially decrease the overall functionality of the Services, and (d) We will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with all applicable laws, regulations and rules. Your exclusive remedies for any breach of the warranties in this Section are those described in Section 11.3 (Termination) and Section 11.4 (Effects of Termination).

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR ACCURACY OF INFORMATION, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WE DO NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS, OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. OTHER THAN AS EXPRESSLY STATED HEREIN, IN NO EVENT ARE WE LIABLE FOR ANY LOSS OF YOUR DATA.

9. INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense, and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about a potential infringement or misappropriation claim related to a Service, We may in Our sole discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "SOMA Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid Fees. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (x) Your Data or a Non-SOMA Application, (y) Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms, or (z) your customization or configuration of the Services or any customization or configuration of the Services provided by Us at your direction.

9.2. Indemnification by You. Unless otherwise prohibited by Local, State or Federal law, You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "**Claim Against Us**"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY

We are not be responsible for limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks.

NEITHER PARTY SHALL BE LIABLE FOR (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL OR (B) AGGREGATE LIABILITY IN EXCESS OF THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATIONS APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT (I) YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE; (II) EITHER PARTY'S LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S TECHNOLOGY OR INTELLECTUAL PROPERTY RIGHTS; (III) EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (IV) EITHER PARTY'S LIABILITY FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER (EXCLUDING A BREACH OF YOUR DATA). THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT WE DO NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL WE HOLD YOU HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CREATED BY YOU OR CONTAINED IN THE SOFTWARE.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be effective as of the date signed by the Parties below and continues until all subscriptions and Order Forms have expired or have been terminated.

11.2 Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least 90 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal.

11.3 Termination. A Party may terminate this Agreement for cause (i) upon 30 days' written notice to the other Party of a material breach if the breaching Party has not taken commercially reasonable steps to remedy such breach within such thirty (30) day period (provided that, for clarity, the breaching Party shall not be obligated to have cured such breach within such thirty (30) day period), or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Effects of Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused Fees. If this Agreement is terminated by Us in accordance with Section 11.3 (Termination), You will pay all Fees incurred until the effective date of termination. Early termination shall not relieve You of Your obligation to pay Fees for the period prior to the effective date of termination. Upon Your request made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After

such 30-day period, We are not obligated to maintain or provide Your Data to You, and will delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, except in accordance with any bona fide document retention policies or to comply with applicable law.

12. MISCELLANEOUS

12.1 Surviving Provisions. Section 1 (Definitions), Section 5.1 (Fees), Section 5.2 (Payments), Section 6.1 (Reservation of Rights), Article 7 (Confidentiality), Section 8.3 (Disclaimers), Article 9 (Indemnification), Article 10 (Limitation of Liability), Section 11.4 (Effects of Termination), and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.2 Notice. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email. Notices related to any breach of this Agreement must be sent by methods (a) or (b) only.

12.3 Governing Law. This Agreement and any Order Form shall be governed by the laws of the U.S. state in which You are located, without regard for its conflict of laws rules.

12.4 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

12.5 Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will must promptly notify us.

12.6 Entire Agreement. This Agreement (including each Order Form entered into hereunder and the Documentation referenced herein) is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. In the event of any conflict among this Agreement, an Order Form, or the Documentation, the Agreement shall take precedence over an Order Form and the Documentation, and an Order Form takes precedence over the Documentation. NOTWITHSTANDING THE FOREGOING STATEMENT, THE TERMS AND PROVISIONS OF THE JOHNSON COUNTY CONTRACT TERMS ADDENDUM TO THIS SOMA GLOBAL, INC. MASTER SERVICES AGREEMENT SHALL BE AND ARE INCORPORATED FULLY INTO THIS AGREEMENT AND SHALL TAKE PRIORITY AND PRECEDENCE OVER ALL TERMS THAT CONFLICT WITH THOSE SET OUT IN THE JOHNSON COUNTY CONTRACT TERMS ADDENDUM TO SOMA GLOBAL, INC. MASTER SERVICES AGREEMENT.

12.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety (together with all Order Forms), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.


12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.10 Joint and Cooperative Procurement. Unless otherwise required by local, state or federal law, any public body may participate in, sponsor, conduct, or administer a joint procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services or construction.

A public body may purchase from any authority, department, agency or institution even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written below.

Johnson County, TX	SOMA Global, Inc.
Signature:	Signature: 
Name:	Name: Mike Mattson
Title:	Title: CGO
Date:	Date: 12/6/2022

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO SOMA GLOBAL, INC. MASTER SERVICES
AGREEMENT**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” and referred to as ‘**CLIENT**’ or ‘**YOU**’ in certain documents put forth by “**SOMA GLOBAL, INC.**” OR “**SOMA**”. The term “**COMPANY**” as used herein may refer to “**SOMA GLOBAL INC.**”, or “**SOMA**”. Certain documents put forth by **SOMA** may refer to **SOMA** as “**WE**” or “**US**”. **JOHNSON COUNTY** and **SOMA GLOBAL, INC.** or both, as may be applicable, may be collectively identified as the “**Parties**” or each individually a “**Party**”).

1.2

This **Addendum** is part of the Agreement with **SOMA GLOBAL, INC.** and is intended to modify (as set forth in this Addendum) ALL documents, including the **SOMA GLOBAL, INC. Master Services Agreement** put forth by **SOMA GLOBAL, INC.**, including orders and documents put forth subsequent to the execution of this Addendum.

1.3

This Agreement and the expenditure of funds hereunder constitute **Other Covid 19 Health Expenses**. The cloud software, services and technology acquired through this Agreement will facilitate and enable agencies county-wide to coordinate actions and responses and be proactive in preventing future pandemic emergency health events.

1.4

SOMA will perform the services and work and provide products to **COUNTY** as described in **ADDENDUM EXHIBIT D STATEMENT OF WORK v11 03 22**.

1.5

Any reference to or requirement of a “**CONSORTIUM**” is hereby deleted.

1.6

The Parties intend and expect the purchase of the products and services contemplated by this Agreement will be made by way of **Johnson County** and **SOMA**

contract with The Interlocal Purchasing System (TIPS) purchasing cooperative in order to satisfy competitive purchasing requirements.

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas

Association of Counties Risk Pool and said “insurance coverage” is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code (“UCC”); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision

relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by COMPANY pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 72 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

7.2

At any time following the expiration of 2 YEARS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving COMPANY 90 days written notice of such termination.

7.3

At the termination of this Agreement, to the extent SOMA possesses or controls access to Johnson County data, SOMA must copy the data to a storage medium in common use at the time or as agreed to by the Information Technology Department of Johnson County and deliver such medium and data to Johnson County Information Technology Department. SOMA recognizes such data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability.

7.4

The parties hereto understand that records are being assimilated and maintained for purposes of law enforcement including criminal investigation and prosecution and the records may contain materials of a sexually explicit or graphically violent nature and must be maintained for law enforcement purposes.

7.5

No provision or determination by SOMA may limit or prohibit sharing of data by

government entities or agencies acting in their official capacities or in performance of their government duties. {See 3.3 - 3.5 of Master Services Agreement}

7.6

Payments made by Johnson County will be through billing submitted to Johnson County Purchasing Department or IT Department, not via credit card. Johnson County will NOT provide a credit card number and will not authorize SOMA to bill a credit card.

7.7

SOMA's Reservation of Rights set out in Section 6.1 of the Master Services Agreement and elsewhere DOES NOT include the right to withhold data or records of Johnson County or "Client" from Johnson County or "Client". This Agreement does not relate to providing services to the Federal Government as an end user, thus Section 6.8 of the Master Service Agreement is eliminated in its entirety.

7.8.1

Other entities for whom JOHNSON COUNTY is providing funding in support of the acquisition of SOMA services or technology are **NOT** part of this Agreement and **NOT** parties to this Agreement between SOMA and JOHNSON COUNTY.

7.8.2

ADDENDUM EXHIBIT B – JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION is attached hereto and incorporated herein to show intention of funding allocation by Johnson County. Obligation and disbursement of such funds by Johnson County is dependent on each independent political subdivision contracting with SOMA.

7.8.3

JOHNSON COUNTY will pay the **onboarding fees** and the **Year 1 Annual subscription and support fees** for each of the non-Johnson county political subdivisions to such political subdivision for payment to SOMA following such subdivisions execution of an Agreement with SOMA and execution of an MOU with Johnson County.

7.8.4

JOHNSON COUNTY will provide funding, as described in the attached **ADDENDUM EXHIBIT B – JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION**, to the listed political subdivisions and public safety agencies (by way of their respective political subdivisions) contingent upon the named political subdivisions and public safety agencies (by way of their respective political subdivisions) entering agreements similar to this Agreement with SOMA.

7.8.5

JOHNSON COUNTY will pay to SOMA the **onboarding** and the **subscription and support fees** for the Johnson County Sheriff's Office; Johnson County Constables Offices 1,2,3, and 4; the Johnson County Attorney's Office; and, the Johnson County District Attorneys Office. (These Offices are part of the political subdivision Johnson County, Texas).

7.8.6

Entities that are not part of the political subdivision Johnson County, Texas are responsible for any additional onboarding and subscription and support fees in excess of those described or enumerated in this Addendum or attached Exhibits.

7.8.7

ADDENDUM EXHIBIT C – PRICE BREAKDOWN BY AGENCY YEARS 2-5 is attached hereto and incorporated herein to show costs to be paid by Johnson County for the Johnson County Sheriff's office, Johnson County Constable Offices1, 2, 3, and 4, the Johnson County District Attorney's Office and the Johnson County Attorney's Office.

7.8.8

JOHNSON COUNTY will **not pay or be liable for the subsequent subscription and support fees for years 2-5 or subsequently** for political subdivisions or public service agencies other than the Johnson County Sheriff's Office; Johnson County Constables Offices 1,2,3, and 4; the Johnson County Attorney's Office; and, the Johnson County District Attorney's Office. (These Offices are part of the political subdivision Johnson County, Texas).

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8.1

The last sentence in Section 8.2 of the Master Services Agreement stating **“Your exclusive remedies for any breach of the warranties in this Section are those described in Section 11.3 (Termination) and Section 11.4 (Effects of Termination)”** is deleted in its entirety.

8.2

The Master Services Agreement Section 8.3 Disclaimer is deleted in its entirety.

8.3

The Master Services Agreement Section 9.2 is eliminated in its entirety as an **indemnity provision violates the Texas Constitution and Johnson County has no authority to enter into an agreement with such a provision for indemnity. A provision whereby a Texas County or City indemnifies another entity makes the Agreement void.**

8.4

All provisions of the agreement are modified such that **in no event would Johnson County have less than 120 days from notice of termination of the Agreement to secure any data or records in a useable and readable format. Johnson County's securing of such data or records is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of securing such data and record.**

8.5

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

8.6

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

8.7

COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

8.8

COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
- (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section 2251.001.

8.9

The terms and provisions of the attached **ADDENDUM EXHIBIT A – REQUIRED STATE AND FEDERAL PROVISIONS** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

9.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

9.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent COMPANY is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas, or a political subdivision thereof.

9.3

The parties will comply with all requirement of CJIS, NCIC, TCIC, HIPAA, and Texas Health and Safety Code Chapter 181 Medical Records Privacy.

9.4

All contract obligations on the part of JOHNSON COUNTY are contingent upon SOMA receiving CJIS certification and TLETS access from the Texas Department of Public Safety.

10.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the

Master Services Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS PUT FORTH BY SOMA AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY SOMA IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Roger Harmon
As Johnson County Judge

Date

Attest:

County Clerk, Johnson County

Date

SOMA GLOBAL, INC:



Authorized Representative of
SOMA GLOBAL, INC

12/6/2022

Date

Printed Name: Michael Mattson

Title: CGO

ADDENDUM EXHIBIT A - REQUIRED STATE AND FEDERAL PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of September 1, 2022.**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of “federally assisted construction contract” in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965</u> Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <u>41 CFR part 60</u>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

	<p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II I</p>	<p>Contractor RFP/IFB Subrecipients</p>


None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322 - Domestic Preferences for Procurements.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients

<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	<p>2 CFR 200.321</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p> <p>Contractor RFP</p>	<p>None</p>
<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subcontractor. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(f) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or other computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(g) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>	<p>2 CFR 200.334</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p> <p>Vendors</p>	<p>None</p>
<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	<p>Texas Government</p> <p>Code 2252.152</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFP</p> <p>Subrecipients</p>	<p>None</p>

>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms, Conditions, & Records	<p>Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients

<p>ARPA Terms, Conditions, & Records</p>	<p>Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>

ARPA Terms, Conditions, & Records	Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

Company: SOMA Global, Inc. Date: 12/6/2022
Signature:  Print: 12/6/2022

**ADDENDUM EXHIBIT B
JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION**

This JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION sets forth intended funding allocation by Johnson County. Allocation of such funds is dependent on each independent political subdivisions contracting with SOMA and will be adjusted for any entity that does not contract with SOMA.

JOHNSON COUNTY anticipates providing funding in the amount of \$412,200.00 for **one-time onboarding services** for Johnson County and the other participating public safety agencies,

JOHNSON COUNTY anticipates providing funding of \$467,280.00 for the cost of **YEAR 1 Annual Subscription and Support Fees** for all participating public safety agencies listed below.

The participating Public Safety Agencies are:

- Johnson County Sheriff's Office
- Johnson County Constable Offices 1,2,3, and 4
- Johnson County District Attorney's Office (Investigators)
- Johnson County Attorney's Office (Investigators)

Johnson County Emergency Services District (ESD)

- Cleburne Police Department
- Cleburne Fire Department
- Alvarado Police Department
- Godley Police Department
- Grandview Police Department
- Joshua Police Department
- Keene Police Department
- Rio Vista Police Department
- Venus Police Department

- Alvarado ISD
- Joshua ISD
- Keene ISD
- Rio Vista ISD
- Venus ISD

Year 1 breakdown of the prices for each entity. (Necessary if we were going to pay the government entities and then those entities pay SOMA). Also necessary for accounting purposes to attribute to each entity and show disposition of funds for ARPA compliance regardless of payment routing.

PUBLIC SERVICE AGENCY	ONBOARDING COSTS (one-time)	YEAR 1 ANNUAL SUBSCRIPTION and SUPPORT FEES
Johnson County Sheriff's Office	\$155,710	\$176,517
Johnson County Constable Offices 1,2,3, and 4	\$17,301	\$19,613
Johnson County District Attorney's Office	\$1,730	\$1,961
Johnson County Attorney's Office	\$1,730	\$1,962
Johnson County Emergency Services District 1 (ESD)	\$56,661	\$69,136
Cleburne Police Department	\$60,987	\$69,136
Cleburne Fire Department	\$8,651	\$9,807
Alvarado Police Department	\$20,239	\$23,045
Godley Police Department	\$10,381	\$11,768
Grandview Police Department	\$8,651	\$9,807
Joshua Police Department	\$21,194	\$24,026
Keene Police Department	\$12,976	\$14,710
Rio Vista Police Department	\$4,325	\$4,903
Venus Police Department	\$14,273	\$16,181
Alvarado ISD	\$4,325	\$4,903
Joshua ISD	\$6,055	\$6,865
Keene ISD	\$1,730	\$1,961
Rio Vista ISD	\$865	\$981
Venus ISD	\$4,325	\$4,903

ADDENDUM EXHIBIT C - PRICE BREAKDOWN BY AGENCY YEARS 2-5

Pricing Breakdown by Agency - Years 2-5

Agency	Year 2	Year 3	Year 4	Year 5
Johnson County SO	\$ 185,343	\$ 194,610	\$ 204,341	\$ 214,558
Johnson County ESD #1	\$ 67,444	\$ 70,816	\$ 74,357	\$ 78,075
Johnson County Constables	\$ 20,594	\$ 21,623	\$ 22,705	\$ 23,840
Johnson County DA/CA Investigators	\$ 4,119	\$ 4,325	\$ 4,541	\$ 4,768
Cleburne PD	\$ 72,593	\$ 76,222	\$ 80,033	\$ 84,035
Cleburne FD	\$ 10,297	\$ 10,812	\$ 11,352	\$ 11,920
Alvarado PD	\$ 24,198	\$ 25,407	\$ 26,678	\$ 28,012
Godley PD	\$ 12,356	\$ 12,974	\$ 13,623	\$ 14,304
Grandview PD	\$ 10,297	\$ 10,812	\$ 11,352	\$ 11,920
Joshua PD	\$ 25,227	\$ 26,489	\$ 27,813	\$ 29,204
Keene PD	\$ 15,445	\$ 16,218	\$ 17,028	\$ 17,880
Rio Vista PD	\$ 5,148	\$ 5,406	\$ 5,676	\$ 5,960
Venus Pd	\$ 16,990	\$ 17,839	\$ 18,731	\$ 19,668
Alvarado ISD	\$ 5,148	\$ 5,406	\$ 5,676	\$ 5,960
Joshua ISD	\$ 7,208	\$ 7,568	\$ 7,947	\$ 8,344
Keene ISD	\$ 2,059	\$ 2,162	\$ 2,270	\$ 2,384
Rio Vista ISD	\$ 1,030	\$ 1,081	\$ 1,135	\$ 1,192
Venus ISD	\$ 5,148	\$ 5,406	\$ 5,676	\$ 5,960

ADDENDUM EXHIBIT D
STATEMENT OF WORK v 11 03 22



1646 W Snow Ave
Tampa, FL 33606
www.somaglobal.com

JOHNSON COUNTY

CAD & RECORDS MANAGEMENT

Modernization Project

Statement of Work

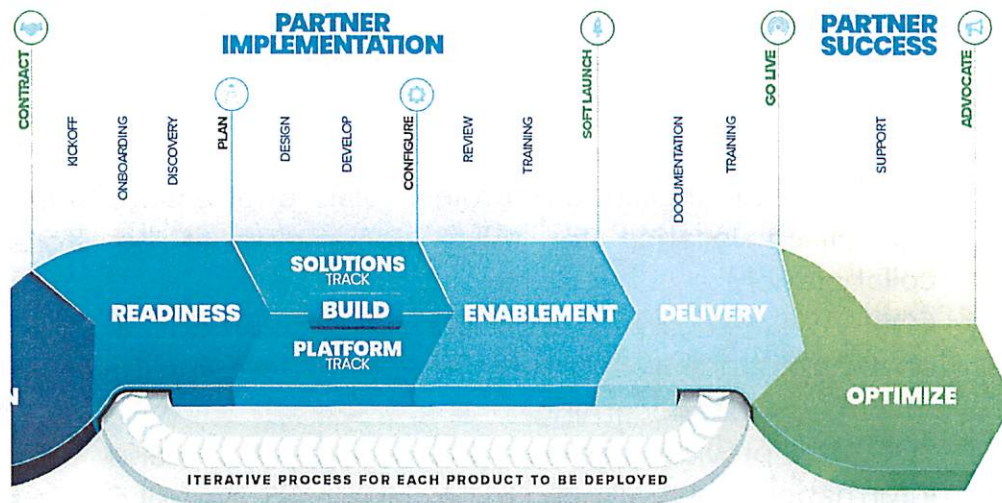
1. Overview

This Statement of Work ("SOW") identifies services that SOMA Global Inc. ("SOMA" or "we") will perform for Johnson County, TX ("Partner" or "you") pursuant to that order for Professional Services entered into between SOMA and the Partner ("Service Order/TIPS Texas State Contract Quote") which references the Master Services Agreement ("MSA") or other applicable agreement entered into by the parties (the "Agreement").

- Partner's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the MSA and Service Order or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. SOMA Global will be deployed as is, Partner has access to all functionality available in the current release.
- SOMA will provide you a Texas state compliant system for all of the deliverables included within section 8 Project Scope
 - Examples include: MFA, CJIS compliance, reporting, user access and control
- Additional information included in Appendices:
 - Appendix A_ Integrations and Interfaces included within the
 - You/The Agency will need to contact and provide access to the data for the 3rd party interface requested.
 - SOMA is not responsible for directly coordinating with the 3rd party without the primary facilitation and communication from You/The Agency
 - Potential list of reduction in interfaces based off mutual acceptance of retiring legacy process within Soma's proprietary workflow management system

- Appendix B_ Project Workflow & Visual Outline
 - Model workflow and outline will be for one model agency across the key deliverables in Section 8 (including a mutually agreed upon and approved detailed Solution Configuration Design)
 - SOMA will configure and deliver a state compliant system within this instance and replicate this boilerplate process to the balance of the agencies.
 - Agencies will be empowered to add additional context and data to align to individual workflows on a post-go live basis (this will be done through no additional charge in the contract)
- Appendix C_ Samples
 - Acceptance
 - Training
 - JIRA Project Plan

2. Methodology



SOMA's deployment methodology often referred to as the "Partner Journey", delivers on SOMA Global's mission to power public safety agencies with cloud-native modern technology solutions that help our partners better

protect, serve, and save lives. It is an innovative, modern, and iterative approach that leads our Partners to successfully deploy our products and helps them successfully achieve their vision. SOMA's Partner Journey differentiates itself in the market by its foundation of Partner empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sectors in order to coach our Partners through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can't wait to show you how our deployment approach will improve the way you're able to serve your community and equip employees with modern technology.

2.1 Readiness & Build Phase

(Planning through Configuration)

- We will hold a "Project Kickoff" to introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both SOMA and Partner are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents SOMA has received to date. We'll also provide additional worksheets that need to be included. We'll set up meetings to finalize the project plan and ensure there is a centralized location for these documents to be stored for collaboration.
- SOMA will provide your team with access to product & enablement documentation and SOMA's Resource Center so that you can start learning.
- SOMA will provide checklists with samples of data and information that we'll need to be completed. We will obtain all data and integration information at this time in our standard format. We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tools and platform work in the most effective manner.

Based on our best practices review, we'll make solution recommendations based on our domain expertise.

- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by the Partner.
- We'll present a project plan and solution document to be mutually agreed upon for the remaining phases.
- We will set up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

2.2 Enablement Phase

(Initial Training & "Soft Launch")

- Review the completed work performed during configuration.
- The appropriate members of the Partner project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package and project training plan, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a mutually agreed-upon change order will be discussed as defined in Section 10 Change Management of this SOW.
- The exit criteria for this phase is the sign-off by the Partner's Project Manager of the configuration based on the mutually agreed-upon solution and data map as defined in Section 9 Acceptance of this SOW.
- Soft Launch releases the SOMA Platform to empower users to

gather feedback and optimize time-to-value.

2.3 Delivery Phase

(Training / "Soft Launch" & Go-Live)

- The solution is usable by the Partner in this phase
- Review, develop, and finalize any documentation specific to the implementation and solutions developed for Go-Live.
- Complete Agency Training Scheduling Feature / Product-Specific Training Train-the-Trainer Training Certification
- Partner is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Partner will be asked to respond to a brief survey to provide feedback about the experience.
- Partner is introduced to Partner Success and educated on how to engage with Partner support based on Partner's procured package.

3. Project Schedule

SOMA will schedule resources for this project upon signature of the order form. Unless specifically noted, the SOMA assigned project manager (as identified below or such alternate designated by SOMA Global, the "SOMA Project Manager") will work with the Partner's Project Manager to develop the project schedule for all requested deliverables under this SOW. SOMA reserves the right to adjust the schedule based on the availability of SOMA resources and/or Partner resources, and the timeliness of deliverables provided by the Partner.

4. Roles & Responsibilities

4.1. SOMA Roles and Responsibilities

SOMA will appoint a team of specialized personnel that will implement the Project under the direction of the SOMA Project Manager. The team will be multi-disciplinary and may specialize in different aspects of the Platform subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the SOMA Project Manager in order to complete the requirements of the Project.

Role	Description
Executive Sponsor [ES]	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Partner Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager [PJM]	Responsible for the delivery of the professional services based upon the agreed-upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks towards project completion. Hosts executive steering committee meetings and/or regular business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
Solution Specialists [SS]	The Solution Specialist is experienced as a product consultant, public safety professional, and implementation public safety systems. The SOMA Solution Specialist will collaborate with the project teams to ensure the SOMA Public Safety as a Platform (PSAAS) applications match Partner workflows and integrations. They will act in a consultative capacity and ensure application features, workflows, and technical configurations are defined for the partner. Solution Specialists will also deliver training on best practices with the SOMA Platform and assist in getting our Partner users more comfortable with the platform. Solution Specialists each have an area of expertise that maps to the SOMA Platform applications; i.e. SOMA Dispatch, SOMA Mobile, SOMA Jail, SOMA Solve, etc.
Solution Engineer [SE]	The SOMA Solution Engineer has a thorough understanding of the current system, and current system architecture required for the SOMA Platform. Solution Engineers will work closely with partner IT

Role	Description
	Departments.

4.2. Partner Roles and Responsibilities

Role	Description
Executive Sponsor [ES]	Responsible for ensuring the Partner team is aligned to the core project value proposition and goals. Able to intervene if the project goes off track, and has the ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
Project Manager [PjM]	Serves as the single, overall primary contact for SOMA Implementation Journey. Coordinates meetings and schedules. Controls communication between the Partner and SOMA project teams. The primary counterpart is the SOMA PjM
Project Coordinators [PC]	If your agency has contracts and mutual aid requirements we recommend a Project Coordinator from each municipality or agency to be a single point of contact. They may also be an Application SME.
Application SME	Is an internal SME in the functional area of deployment. Attends working sessions, and training, and is responsible for reviewing configurations. The primary SOMA counterpart will be the SS
Data Network SME	Responsible for mapping out data infrastructure and validating migration, conversion, and integration requirements. Someone who is able to connect the SOMA team with any of Partner's Third-party data sources and vendors as needed to fulfill SOW requirements. The primary SOMA counterpart is the SE

5. Project Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of the deployment. SOMA follows three guiding principles for governance to maximize the deployment value with our partners:

- **Regular communication** aligned to the agreed-upon project plan and timing will occur. SOMA expects our partners to raise questions or concerns as soon as they arise. SOMA will do the same, as we can only address items when known.
- **Executive involvement** is expected from both SOMA and its partners. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1 Communication Components

Meeting/Comms	Frequency	Purpose	SOMA	Partner
Regular Update with Written Update	Weekly and/or Monthly	Summary of project actions against the project plan. Risks and achievements are highlighted in addition to asks of leadership.	PjM, SS, SE	PjM, SMEs
SME Sprint	As Required	Requirements, Information and Baseline Solution Configuration	SS, SE	SMEs
Product / Platform Sprint	As Required	Advanced Requirements, Information and Platform configuration, new features	SS,SE + Reps from SOMA Product, Training and Platform Teams	SMEs
Executive Sponsor Meeting	Quarterly	Discuss deployment: - Strategic impacts: timing, scope, process	ES, PjM, Reps from SOMA Product, Training	ES, PjM

		- Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	and Platform Teams as required	
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5.2 Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Partner and SOMA. Transparency of the plan is paramount for our Partners to attain the value of the SOW or any subsequent change order outlines.

Should the direction of the deployment become disconnected, SOMA and Partner Project the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick-off meeting, documenting both phone numbers and email. The general path is:

SOMA Project Manager → Professional Services Sr. Manager/SVP → Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, and discussed to move forward with the deployment. SOMA and Partner agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1 Process

- Identification of an issue impeding deployment progress, outcome, or capturing the value proposition that is not acceptable.
- Partner or SOMA Project Manager summarizes the problem statement and impasse.
- Partner and SOMA Project Managers will outline the solution, acceptance, or schedule Executive review in accordance with SLA as defined in Section 7, General Project Assumptions.

- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7, General Project Assumptions.

6.2 Escalation Requirements

- SOMA and Partner Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, the Partner Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator of the direction and issue closure. Unless otherwise noted in this SOW, the Partner Executive Sponsor must approve change orders that result in additional cost.
- Partner or SOMA Subject Matter Experts may be requested to provide input on the issue and assist in closure. Both Partner and SOMA will make its best effort to enable those Subject Matter Experts to be available and participate.

6.3 Documentation

- Issue Escalation: Problem Statement with a clear impact on the deployment and/or engagement
- Acceptance Document: This will include any change order(s) or other process adjustments required and a summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

7. General Project Commitments

SOMA is excited to work with Partner on the implementation of our SOMA Public Safety as a Service Technology. In order to ensure we are able to meet the project timeline and ensure the Partner is successful in this implementation, SOMA asks that the Partner abides by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the SOMA Platform & Solutions as defined in the Project Scope. Any additional services or support will be considered out of scope.

- Partner will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the SOMA Platform & Solutions as defined in this SOW.
- Partner is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - SOMA and Partner commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Partner is delayed in its response, Partner acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to SOMA after such delay shall become due and SOMA may invoice Partner for such prepayment.
 - As set forth in Section 6.1(e) of the Agreement, if extended delays in Partner responsiveness are encountered, SOMA may opt to put the project into an "On Hold" status, which includes causing SOMA to stop or cause to be stopped the Professional Services to be provided to the Partner until the Partner has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.
 - The Professional Services will be provided during regular business hours (8am to 6pm Central Time) Monday through Friday (holidays excluded).
- SOW Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by SOMA and Partner.

8. Project Scope

8.1. General

Description	SOMA Responsibilities	Partner Responsibilities
Project Plan	SOMA will deliver a project plan outlining milestones, deliverables, and the timeframes in which they will be completed.	Partner to confirm resources and commitment to meet the proposed date. In conjunction with SOMA Project Manager, review and sign off on the proposed plan.
Document Discovery	Review information and confirm sample data received from Partner Provide a list of documents and data necessary for the project. (Additional information available)	Based on the project requirements, the Partner will supply documents and data requested by SOMA
Solution Design/Blueprint	SOMA will: <ul style="list-style-type: none"> • Catalog legacy systems • Present the solution blueprint to be mutually agreed upon prior to beginning configuration. 	Sign off on Solution Design Blueprint

8.2. SOMA Platform

Description	SOMA Responsibilities	Partner Responsibilities
Platform & Administrator Provisioning	SOMA will provision a unique agency platform instance and validate administrative design based on best practices and Solution design/Blueprint in Section 8.1	Partner will provide relevant agency logo, data, units, procedures, anticipated use-cases & users for the SOMA Platform per the agreed-upon Project Plan and Solution Design/Blueprint for the core solutions to be enabled in the SOMA Platform.
Platform Administrator Configuration & Training	SOMA will configure one administrator and user in the SOMA Platform and train on basic navigation & administration features.	Partner will provide all supporting information to complete Platform administrator configuration and attend initial administrative platform training sessions
General Hub User Data Interfaces, Automations, Schemas, Modules, and Widget Log & Validation	SOMA will complete a final validation of the order of priority and delivery of all technical data, modules, forms, workflows, & interfaces based on the relevant use-cases in the solution design and functional capabilities of the SOMA Platform/Hub.	Partner will provide supporting information and sign off on the General Hub User design & use-case outline in the Solution Blueprint.
General Hub User Configuration & Training	SOMA will configure one administrator and user in the SOMA Hub and train administrators and selected power users on basic navigation & user features of the Hub.	Partner will provide all supporting information to complete Hub basic configurations and attend initial administrative training sessions for General Hub features to empower a "train the trainer" approach

8.3 SOMA Core Application Suites

Description	SOMA Responsibilities	Partner Responsibilities
SOMA RECORDS Application Suite Provisioning	SOMA will provision Records Application Suite in the agency's SOMA platform instance and validate administrative design based on best practices and Solution design/Blueprint in Section 8.1	Partner will provide relevant Records data and guidance of use-cases & users for the SOMA Records per the agreed-upon Project Plan and Solution Design/Blueprint
SOMA RECORDS Administrator Configuration & Training	SOMA will configure one administrator and user in the SOMA RECORDS suite and train on basic navigation & administration features.	Partner will provide all supporting information to complete RECORDS administrator configuration and attend initial administrative platform training sessions
SOMA RECORDS Applications, Modules/Schemas, Forms, Workflows, & Reporting Validation	SOMA will complete a final validation of the order of priority and delivery of modules, forms, workflows and reporting based on the use-cases in the solution design and capabilities of the SOMA RECORDS application suite.	Partner will provide supporting information and sign off on the RECORDS section of the Solution Outline/Blueprint
SOMA CAD / Mobile Application Suite Provisioning	SOMA will provision CAD / Mobile Application Suite in the agency's SOMA platform instance and validate administrative design based on best practices and Solution design/Blueprint in Section 8.1	Partner will provide relevant CAD / Mobile data and guidance of use-cases & users for the SOMA CAD / Mobile per the agreed-upon Project Plan and Solution Design/Blueprint
SOMA CAD / Mobile Administrator Configuration & Training	SOMA will configure one administrator and user in the SOMA CAD / Mobile suite and train on basic navigation & administration features.	Partner will provide all supporting information to complete CAD / Mobile administrator configuration and attend initial administrative platform training sessions

8.4 SOMA Solutions

Due to SOMA's proprietary Cloud-native platform, partners have the ability to convert legacy data, systems, and processes into SOMA Solutions within the SOMA Platform and Core Application Suites. These continuously improving capabilities allow for the (1) digitization of processes & workflows (2) interfacing with private and public data sources, and (3) Automation & Module building of unique agency-required capabilities.

The following are common terminology that we use for SOMA Solutions:

- **Schema** functionality is used to build **modules** - this gets you a data model, a form, an automated API endpoint, and automated basic business logic
- **Automations** drive **Integrations** or automatic triggers/actions against your **modules**
- **Workflows** are used to place rules or constraints around how users can edit data in modules
- **Boards** (a part of SOMA's UI solutions toolkit) to present the data in a **module**
- **Wizards** to fill out data in one or many **modules** in a more UI friendly, serial way.

Specific to this project, the Parties have identified 22 unique integrations that are listed in Appendix A: Integrations of this SOW. These integrations will be implemented in coordination with SOMA implementation resources and the Partner's resources in a collaborative process in an effort to train the Partner's resources to support any further integrations that may be required that are not specifically identified in Appendix A..

9. Acceptance

9.1. Acceptance Process

All Deliverables require acceptance from the Partner Project Manager(s) following the completion of Deliverables and upon Project Closure. The Partner is responsible for conducting any additional review or testing of such Deliverables pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverables. Upon completion of these phases, the SOMA Project Manager

shall notify the Partner Project Manager(s) and provide the necessary documents for review and sign-off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- SOMA shall submit the completed Deliverables to the Partner to review or test against the applicable acceptance criteria. Partner shall notify SOMA promptly of its acceptance or rejection in accordance with the agreed-upon acceptance criteria.
- Partner must accept all Deliverables that meet the applicable acceptance criteria. SOMA Project Manager will provide the Partner Project Manager with the SOMA Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, SOMA allows the Partner 10 business days to communicate that the particular Deliverable(s) does not meet Partner's requirements. Failure to communicate that the particular Deliverable(s) does not meet Partner's requirements will be deemed as acceptance and any further work provided to remedy Partner's complaint might incur additional cost.
- Partner shall provide to SOMA a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. SOMA shall make its best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Partner for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

9.2.Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Partner Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both SOMA and Partner recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, SOMA and/or Partner will provide sufficient

resources to expedite the completion of tasks to prevent negatively impacting the project.

10. Change Management

This SOW and related efforts are based on the information provided and gathered by SOMA. The Partner acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or by email, by both Partner and SOMA, and documented as such via a:

- Change Order - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by the Partner. Changes might include
 - Timeline for completion
 - Sign-off process
 - Cost of change and Invoice timing
 - Signed by SOMA and Partner Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

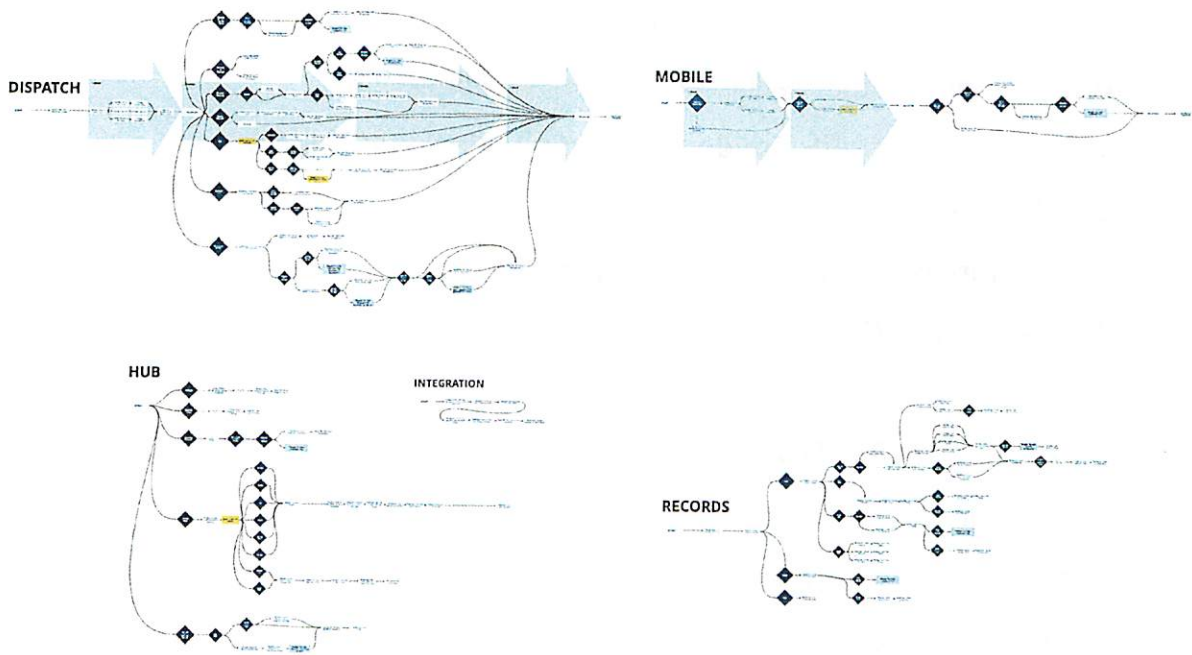
- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Partner or SOMA.
- Change in type of SOMA resources to support the SOW.

Appendix A: Integrations

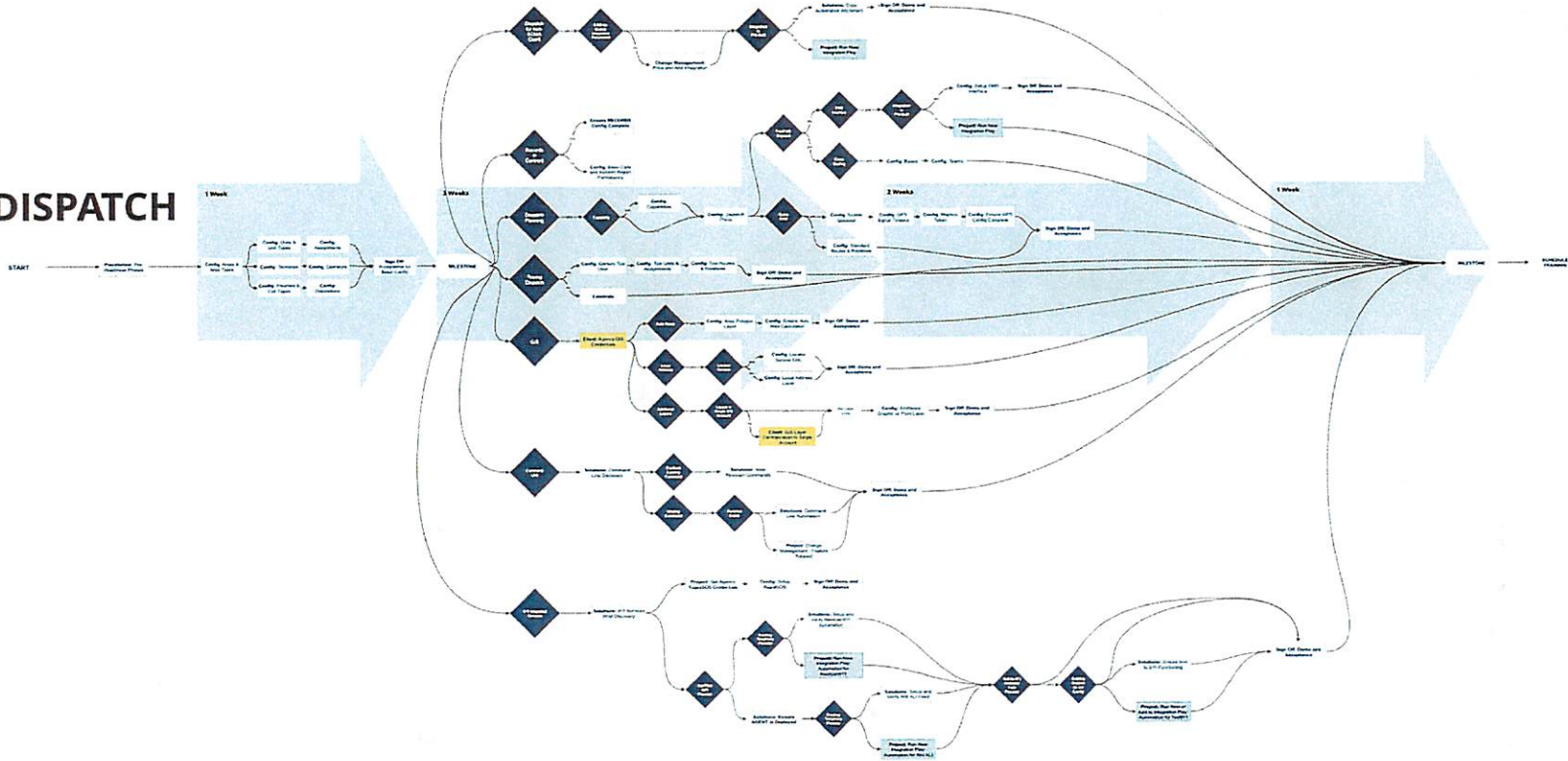
- 1 CFS Data Export - Active 911
- 2 CFS Data Export - AMR/Logysis - Level 3
- 3 CFS Data Export - Care Flight - Level 3
- 4 CFS Data Export - ERS - RMS
- 5 CFS Data Export - ESO - ePCR
- 6 CPE - Ani/Ali & RapidSOS
- 7 Data Export - CFS Data - Watchguard BWC
- 8 Data Export - Pre Booking Data - Odyssey JMS
- 9 Data Export - State NIBRS Reporting
- 10 Data Export - State Racial Profiling State Submission
- 11 Data Export - Traffic Accident - CRIS/State Crash Repository
- 12 Data Import - Citation - Brazos
- 13 Data Import - Citation - Cardinal Tracking
- 14 Data Import - Citation - CopSync
- 15 Data Import - Citation - DigiTicket
- 16 Data Import - Traffic Accident - Brazos
- 17 Data Import - Warrant Data - Fundview
- 18 Data Import - Warrant Data - Tyler Incode
- 19 EMD (To Be Determined)
- 20 Fire Station Alerting - (To Be Determined)
- 21 Livescan
- 22 State Switch/NCIC (TLETS) Query

Appendix B: Project Workflow & Visual Outline (framework for Design and formal Project Plan)

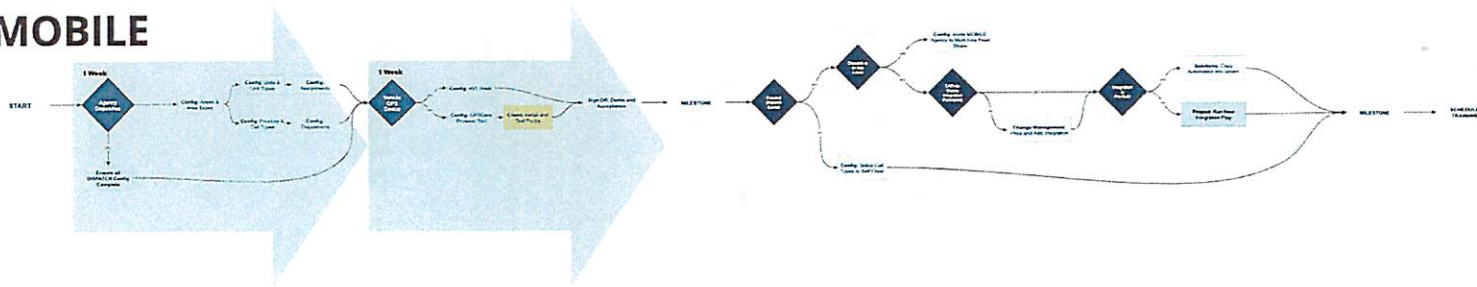
SOMA will use a guided template design below for the State compliant configuration of the system for the COUNTY. The overall outline of the key solutions described in Section 8 are here: Dispatch, Mobile, Hub, and Records. A closer example is found on the second page focusing in on Dispatch and Mobile



DISPATCH



MOBILE



Appendix C: Samples

- Acceptance Checklist

DISPATCH

	Task to Complete	Pass or Fail	Reviewer
1	Check in/out multiple people	<ol style="list-style-type: none"> 1. Fail - 500 error when checking others in/can only adjust myself 2. Check in/out toggles between self and adjust everyone with each check in/out selection 	<ol style="list-style-type: none"> 1. Sandy, Eleni, Ashley, Alan 2. Alan, Eleni
2	<p>Create a call</p> <ol style="list-style-type: none"> 1. can create a call with a type 2. can create a call with no type 3. can create a call with a valid address 4. can create a call with an invalid address (incomplete) 5. can create a call with no address 6. can create a call with a vehicle identifier in new work flow <ul style="list-style-type: none"> • vehicle will post as a comment with special clickable formatting 7. can create a call with a complainant <ul style="list-style-type: none"> • complainant will be an involved party in the call if automated records creation is enabled in agency • complainant name will display if automated records are disabled in agency 8. can create a call with a narrative <ul style="list-style-type: none"> • narrative will be a call comment 9. can create "another call" from new call workflow <ul style="list-style-type: none"> • this will post the call you're creating to the board and refresh your call intake popup 	<ol style="list-style-type: none"> 1. Pass 2. Pass 3. Pass 4. Pass 5. Pass 6. Pass 7. 8. Pass 	<ol style="list-style-type: none"> 1. Sandy 2. Sandy 3. Sandy 4. Sandy 5. Sandy 6. Sandy 7. 8. Eleni, Sandy
3	<p>Call Management</p> <ol style="list-style-type: none"> 1. Units on calls show up in call swap view 2. Can Join/resume an active call 3. Call times display, call timers increment in swap view and active call 4. Call update icon appears with yellow icon when changes are made to a call 	<ol style="list-style-type: none"> 1. Pass 2. Pass 3. Pass 4. Pass 	<ol style="list-style-type: none"> 1. Alan, Sandy 2. Alan, Sandy 3. Alan, Sandy 4. Alan, Sandy
4	<p>Comments</p> <ol style="list-style-type: none"> 1. Can create a comment on an active call 2. Can create a comment on a monitored call 3. Comments display in active call <ul style="list-style-type: none"> • comments show all comments made on the call • if no comments are made, text informing the user of the proper procedures of commenting is displayed • your comments display aligned right 	<ol style="list-style-type: none"> 1. Pass 2. Pass/Fail: You can create a comment from View Call Details but you can no longer click on a call in the Calls list to create a comment on the call. Josh had noted that we were having issues with this so it was disabled. 3. Pass 	<ol style="list-style-type: none"> 1. Alan, Sandy 2. Alan, Sandy 3. Alan, Sandy

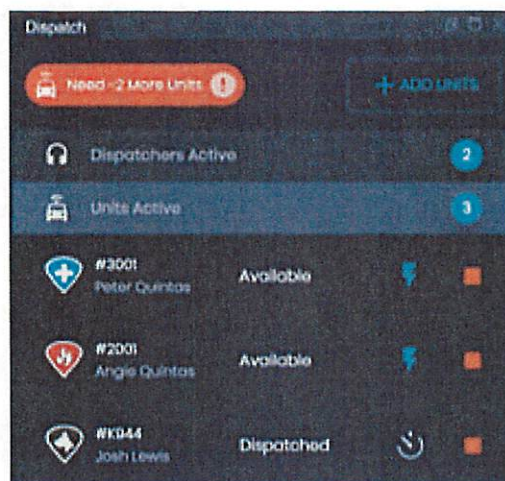
- Training Documentation

Suggestions in DISPATCH

The system can offer suggestions for units for a terminal to dispatch



Written by Josh Lewis
Updated over a week ago

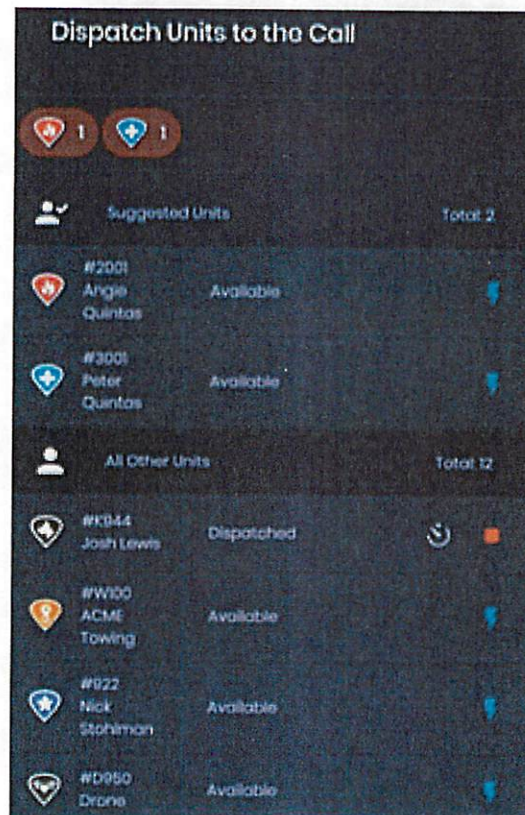


Step-by-Step Guide

SOMA Dispatch offers a Suggestions feature that is used to intelligently suggest the best Unit(s) to dispatch on a call. The Suggestions can be a result of [requesting a unit](#) or a pre-configured [dispatch plan](#) executing.

1. Navigate to the Dispatch dashboard and locate the Dispatch Tile
2. Each Unit in the Suggested list can be dispatched onto the call by clicking {}.

3. Selecting "+ADD UNITS" will open a Sidebar to show the Suggested unit type icons highlighted at the top, with a list of all Suggested units.
4. The Dispatch Plan icon will show if the pre-configured dispatch plan has been satisfied or not.



Did this answer your question?



DISPATCH End User Overview Tutorial

Written by: andrea.torres@ba
Updated over a week ago

At the end of this overview, you will **IDENTIFY** the following:

1. **SELECT** how to check-in and out of the SOMA platform
2. **RECOGNIZE** the different components of the SOMA dashboard
3. **CREATE** CAD Calls
4. **UNDERSTAND** RapidSOS
5. **ASSIGN** and **CHANGE** the status of units
6. **UPDATE** incidents
7. **ASSIGN** resources such as tow companies, etc
8. **ASSIGN** incident report numbers to units
9. **HANDLE** Calls and Unit Alert Checks
10. **CONFIGURE** the Monitor Calls Module
11. **MANAGE** Recent Calls

WIDGETS

Groups give the permissions for widgets so that each group can have different widgets. Likewise, each group can have different widgets. For example, dispatchers can have a set of widgets, but dispatchers' supervisors may want to have different widgets.

- JIRA Project Plan

