Orange County Sheriff's Office
And City of Belle Isle
Third Party Tow Management Services Agreement

THIS THIRD PARTY TOW MANAGEMENT SERVICES AGREEMENT (this "Third Party Agreement") is made and entered by and between John W. Mina, in his official capacity as Sheriff of Orange County, Florida (the "Sheriff"), Rotazio, Inc., d/b/a TowPro ("TowPro"), and the City of Belle Isle, Florida, a Florida municipal corporation ("Belle Isle"), each a "Party" and collectively referred to as the "Parties".

The Sheriff has procured and entered into an agreement with TowPro for a Towing Management System software package ("TMS") to function as a comprehensive towing and dispatch management service for vehicle tows provided by privately-owned vehicle towing service companies, used to oversee coordination, dispatch, tracking, and management of all OCSO-initiated tows, including vehicle storage, release, and auction processing.

The Sheriff and TowPro have agreed in Section 23 of the Tow Management Service and Software-As-A-Service Integration and Reconciliation Agreement (including all of its incorporated documents) ("Integration Agreement") to permit certain Third-Party Participants to participate and use the Integration Agreement between the Sheriff and TowPro under the terms and conditions set forth therein.

The Sheriff currently provides dispatching and 911 call management services to Belle Isle. As part of these services, the Sheriff provides all police dispatching services of Belle Isle officers required within the corporate limits of Belle Isle's jurisdiction. Additionally, the Sheriff manages responses to and dispatching for towing services calls within Belle Isle's jurisdiction made by Belle Isle officers.

As a result of this arrangement, Belle Isle needs its officers to have access to and license to use the TowPro TMS in the same manner as the Sheriff and his designees.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and other goods and valuable consideration, the Sheriff, TowPro, and Belle Isle hereby agree as follows:

1. The Parties agree that Paragraph 23.1, Third-Party Participation, of the Integration Agreement, attached hereto and incorporated herein by reference as "Attachment A," shall hereby be invoked.

2. The term of this Third Party Agreement shall become effective upon the date of execution by the last signing Party and shall renew, terminate, expire, or otherwise end on the same date as the Integration Agreement. The Sheriff shall deploy the TowPro TMS to Belle Isle as part of a phased integration. The Sheriff shall, in coordination with

TowPro, retain the right to determine the date that Belle Isle shall have access to the TowPro TMS, regardless of date of execution of this Third Party Agreement.

3. By signing this Third Party Agreement, Belle Isle agrees that it shall be bound by the Rotazio License and Services Agreement/TowPro-Rotazio Terms of Service applicable to the underlying software platform (the "Platform Terms") attached hereto and incorporated herein by reference as "Attachment B." Belle Isle agrees that it shall be responsible for complying with all TowPro user terms and conditions.

4. By signing this Third Party Agreement, TowPro grants subject to the terms and conditions of the Platform Terms, a limited, non-exclusive, non-sublicensable, non-transferable, license during the Term to use the Licensed Deliverables as set forth herein (the "License") and as more fully set forth on or limited by the Integration Agreement. TowPro agrees to enable employees of Belle Isle to have user access to the TowPro TMS in a manner similar to Sheriff's deputies. TowPro shall have the right to directly enforce its TowPro user terms and conditions against Belle Isle.

5. By signing this Third Party Agreement, the Sheriff agrees to deploy the TowPro TMS to manage and respond to calls for towing services calls within Belle Isle's jurisdiction. Other than obtaining access to and use of the TowPro TMS platform, Sheriff assumes no additional obligations on behalf of Belle Isle, including no responsibility for Belle Isle's compliance with TowPro user terms and conditions. Nothing in this Third Party Agreement shall be construed to alter the rights, responsibilities, and relationship between the Sheriff and Belle Isle under the independently executed agreement that establishes and governs the dispatching and 911 call management services the Sheriff provides to Belle Isle.

6. Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, via certified mail, and depositing the same in the United States Postal Service, addressed as stated below. The Parties shall update this information as needed.

As to the City of Belle Isle
ATTN: City Clerk
1600 Nela Avenue
Belle Isle, Florida 32809

As to TowPro
1825 S. 200 W
Kaysville, UT 84037

As to Sheriff
Attn: Legal Services
PO Box 1440
Orlando, FL 32802-1440

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IN WITNESS WHEREOF, the undersigned parties agree to the terms and conditions set forth in the above agreement.

ORANGE COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

John W. Mina
Sheriff of Orange County Florida

Approved as to Form and Legality for the Reliance of the Sheriff of Orange County, Florida, this _____ day of _____, 2026.

_____

Dezirée T. Elliott
Assistant General Counsel

CITY OF BELLE ISLE

By: _____ Date: _____

Jason Carson
Mayor

ATTEST BY:

_____

City Clerk

ROTAZIO, INC., d/b/a TOWPRO

By: _____ Date: _____

Julie Edwards
Owner

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