



DAVIE POLICE DEPARTMENT

1230 S. Nob Hill Road Davie, Florida 33324
(954) 693-8200/Main Line (954)693-8320/Direct Line
(954)693-8335 FAX



January 20, 2011

Public Safety Corporation
Attention: Contracts
103 Paul Mellon Court
Waldorf, MD 20602

To Whom It May Concern:

Enclosed are the two executed contracts from the Town of Davie Police Department. Please sign the amended agreement (last page) and return one set back to the department, the other set is for your office. I have enclosed a self addressed stamped envelope for your convenience.

Should you have any questions, please contact my office at 954-693-8320.

Thank you,

A handwritten signature in black ink, appearing to read "Adrienne Fletcher".

Adrienne Fletcher
Administrative Aide to the Police Chief

Enclosures (2)

AGREEMENT

THIS IS AN AGREEMENT, dated the 7th day of January, ²⁰¹⁰~~2010~~ ("Effective Date"),
by and between:

THE TOWN OF DAVIE, a municipal corporation of the State of Florida with a business address of 6591 Orange Drive, Davie, Florida, 33314 hereinafter referred to as "TOWN,"

and

AOT Public Safety Corporation d/b/a Public Safety Corporation or CryWolf False Alarm Solutions, a company authorized to do business in the State of Florida, with a business address of 103 Paul Mellon Court, Waldorf, MD 20602, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The TOWN has adopted an Ordinance (Town Code Section 16-5), as amended, related to alarm systems and false alarms ("Alarm Ordinance").

1.2 On July 8, 2010, the TOWN advertised its Request for Proposals (RFP) relating to the TOWN's desire to hire a firm to provide false alarm billing collection services in accordance with the Alarm Ordinance, attached hereto as **Exhibit "A"**, and by this reference made a part hereof, for the said Request for Proposals entitled:

Police Department
False Alarm Billing Collection Services
RFP # B-10-108

1.3 On July 29, 2010, the CONTRACTOR provided a Proposal in response to the TOWN's RFP, attached hereto as **Exhibit "B"**, and by this reference made a part hereof. As described in **Exhibit B**, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf[®] ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain.

1.4 The TOWN's Selection Committee met on July 31, 2010, and selected the CONTRACTOR as the most responsive CONTRACTOR to the TOWN's RFP.

1.5 On August 17, 2010, the TOWN approved the selection of the CONTRACTOR to provide the TOWN the false alarm billing and collection services described in **Exhibit "B"**.

1.5 The CONTRACTOR desires to accept such engagement and the parties agree to the provisions herein.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the False Alarm Administration Services ("Services") requested by the TOWN as more particularly described in **Exhibit "A"** attached hereto, and its Response to the RFP, attached hereto and made a part hereof as **Exhibit "B"**.

2.2 CONTRACTOR shall schedule regular meetings with TOWN representatives during the term of this Agreement as needed to discuss the Services.

2.3 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.4 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the Services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 CONTRACTOR hereby represents to TOWN that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If

CONTRACTOR's licenses are revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the TOWN immediately.

2.6 CONTRACTOR hereby agrees to conduct all work and services under this Agreement in accordance with all the applicable federal, state, and local laws or regulations. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the TOWN to terminate this Agreement.

2.7 Both parties expect that the False Alarm Billing Collection Services will be fully implemented and operational within one hundred and twenty (120) days from the date the TOWN executes this Agreement and agree to work expeditiously to accomplish this schedule.

ARTICLE 3

PROTECTION OF TOWN'S PROPERTY

3.1 To the extent necessary for the performance of the Services, the CONTRACTOR shall protect the TOWN's property from all damage whatsoever on account of CONTRACTOR's performance of services carried on under this Contract.

3.2 Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify the TOWN and give the TOWN an opportunity to object to the disclosure. In the event the TOWN objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

3.3 All data received hereunder shall be made a part of the TOWN's permanent records and files and preserved therein for a period in accordance with the requirements of Florida law, The TOWN will notify the CONTRACTOR of the required retention time in writing at the beginning of the Agreement term and, in the event these requirements change, as soon as those changes are approved by the appropriate Florida State or Municipal agency.

ARTICLE 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1 The TOWN shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Services, all in accordance with **EXHIBIT A and EXHIBIT B**. The license shall cover all the Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-

transferable and non-exclusive and is authorized by CONTRACTOR for use by the TOWN to access its false alarm information.

4.2 The TOWN shall have the right to use the Software in accordance with the Services for so long as the CONTRACTOR provides Services to the TOWN or in accordance with the Termination provisions in this Agreement. This license shall apply for the duration of the Agreement and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, the TOWN's license rights to use the Software shall likewise terminate except as provided for in this Agreement.

4.3 The proprietary information of both parties, CONTRACTOR and TOWN, is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and the TOWN in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties.

4.4 The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. The TOWN may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of the CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

4.5 The TOWN may copy the licensed Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on the TOWN's single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Agreement. All other copying is prohibited.

4.6 The TOWN may not reverse engineer, decompile, or disassemble the Software. The Software is licensed as a single product. Its component parts may not be separated.

4.7 The TOWN shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it, is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

ARTICLE 5 **TOWN RESPONSIBILITIES**

5.1 The TOWN shall cooperate with and assist the CONTRACTOR by providing management decisions affecting implementation of the Services within ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and the TOWN at the start of the Services.

5.2 The TOWN shall provide the CONTRACTOR with CAD Records, any appeals records and other alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services needed to enforce the Alarm Ordinance.

5.3 To facilitate effective communication between the TOWN and the CONTRACTOR, and in accordance with the Alarm Ordinance, the TOWN shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable.

ARTICLE 6

TERM AND TERMINATION

6.1 This Agreement shall have an initial term of three (3) years, commencing on the Effective Date as stated at the beginning of the Agreement and ending on the day before the Agreement's three (3) year anniversary.

6.2 This Agreement may be renewed for one (1) additional three (3) year term upon mutual consent, evidenced by a written Amendment to this Agreement extending the term hereof.

6.3 Subject to the default notice requirements in Articles 12 and 15.7, this Agreement may be terminated by either party for cause, upon written notice, in which event the CONTRACTOR shall be paid its compensation for services performed to termination date subject to the indemnification requirements of this Agreement. In the event that the CONTRACTOR abandons this Agreement or the TOWN terminates the Agreement for cause, the CONTRACTOR shall indemnify the TOWN against any loss pertaining to this termination up to a maximum of the full fee earned after a notice of cause is provided by the TOWN. Upon any such termination, all finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of the TOWN and shall be delivered by CONTRACTOR to the TOWN.

6.4 If the TOWN substantially changes the Alarm Ordinance by reducing or eliminating the system of permit, false alarm and penalty fees collected through its administrative process, the CONTRACTOR can provide thirty (30) days prior written notice that false alarm fee collections are not being made in accordance with this Agreement. If such enforcement procedures and/or collection obligations are not changed to the reasonable satisfaction of the CONTRACTOR, the

CONTRACTOR may terminate this Agreement for cause after a further thirty (30) day written notice to the TOWN.

6.5 If the CONTRACTOR is entitled to terminate this Agreement, the CONTRACTOR shall offer the TOWN an option, which must be exercised within thirty (30) calendar days after the Notice of Termination, to purchase a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer the TOWN's Alarm Ordinance conditional on the payment of initial and annual license and services fees at the CONTRACTOR's then prevailing rates and terms.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1 TOWN agrees to compensate CONTRACTOR for all Services performed by CONTRACTOR as follows:

7.1.1 As consideration for its performance of the Services pursuant to this Agreement, CONTRACTOR shall be entitled to receive the following percentages of all revenue collected in accordance with the TOWN'S False Alarm Ordinance during the term of this Agreement.

Range of Collections Based on Annual Collection Periods	% Collections
0 - \$50,000	38%
\$50,001 - \$100,000	26%
\$100,001 and above	18%

Only bank fees, citizen refunds (if any), and credit card fees (if any) will be paid from gross collections before revenue sharing percentages are applied. The graduated percentages will be applied incrementally, for example \$175,000 of collections in an annual contract period would yield the following CONTRACTOR revenue share: 38% of the first \$50,000 + 26% of the next \$50,000 + 18% of the next \$75,000, or a total annual CONTRACTOR compensation of \$45,500 (26%) in this example. The annual collection periods shall begin on the effective date of this Agreement and on each subsequent annual anniversary date.

7.2 Method of Billing and Payment. Payments of the CONTRACTOR and TOWN revenue shares shall be remitted electronically, e.g. ACH transfer, each month for their respective share of the revenues collected by the alarm program during the previous month, upon approval by the TOWN of the monthly invoice prepared by CONTRACTOR.

ARTICLE 8
CHANGES IN SCOPE OF WORK

8.1 TOWN or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the TOWN, and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

8.2 In no event will the CONTRACTOR be compensated for any additional work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 9
INDEMNIFICATION

9.1 The CONTRACTOR agrees to indemnify and hold harmless the TOWN, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the TOWN or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

9.2 The CONTRACTOR shall indemnify Town for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. The CONTRACTOR will defend and/or settle at its own expense, with legal counsel reasonably acceptable to the Town, any action brought against the Town to the extent that it is based on a claim that products or services furnished to Town by the CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim. Any infringement or claim that renders any portion of the services to be performed by this agreement to be unusable shall be grounds for default of this Agreement.

9.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the

services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify for events occurring during the term of this Agreement for a period of not less than five (5) years after expiration or termination of the Agreement.

ARTICLE 10
INSURANCE

10.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONTRACTOR allow any subcontractor, if applicable, to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

10.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

10.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

10.4 REQUIRED INSURANCE

10.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Bodily Injury	
	1. Each Occurrence	\$1,000,000
	2. Annual Aggregate	\$1,000,000

- B. Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000
- C. Personal Injury
 - Annual Aggregate \$1,000,000
- D. Completed Operations and Products
 - Liability shall be maintained for
- E. Property Damage Liability Insurance
 - shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

10.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each accident
 \$500,000 Disease-policy limit
 \$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONTRACTOR, written on CONTRACTOR letterhead.

10.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000
- B. Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000

10.5 CONTRACTOR shall name the TOWN, as an additional insured on each of the policies required herein and shall hold the TOWN, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

10.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to TOWN. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.7 The TOWN reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12 **DEFAULT OF CONTRACT & REMEDIES**

12.1 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

12.1.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

12.1.2. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of fourteen (14) days after written notice thereof by TOWN to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than fourteen (14) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said fourteen (14) day period and thereafter diligently prosecutes such cure to completion.

12.1.3. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

12.1.4. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

12.2 **Remedies in Default.** If the abandonment, delay, refusal, failure, or neglect is not cured within fourteen (14) days of when notice was sent by TOWN, TOWN may declare a default of the Agreement and notify the CONTRACTOR of such declaration of default and terminate the Agreement. Upon such declaration of default, all funds remaining due and payable to the TOWN from collections by CONTRACTOR shall be immediately paid to TOWN.

ARTICLE 13 **BANKRUPTCY**

It is agreed that if the CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed. It is expressly agreed that the sums collected by CONTRACTOR pursuant to the Services performed under this Agreement, less the CONTRACTOR'S fee as described in section 5 are at all times property of the TOWN on which the Town shall have a lien during such time as the funds are in possession of CONTRACTOR.

ARTICLE 14
DISPUTE RESOLUTION

14.1 Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 13.1, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

14.2 **Arbitration.** In addition to any other remedy provided hereunder, the TOWN, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Contract if arbitration is elected by the TOWN. Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by the TOWN, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

14.3 **Operations During Dispute.**

14.3.1 In the event that a dispute, if any, arises between the TOWN and the CONTRACTOR relating to this agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and remit payments in full compliance with all terms and conditions of this agreement as interpreted by the TOWN regardless of such dispute.

14.3.2 The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to enforce its false alarm ordinance and the collection of fines pursuant thereto, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with the TOWN for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by the TOWN.

14.3.3 Notwithstanding the other provisions in this Section, the Town reserves the right to terminate the Agreement at any time, whenever the service provided by the CONTRACTOR fails to

meet reasonable standards of the trade after the TOWN gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 10.1.2.

ARTICLE 15 **MISCELLANEOUS**

15.1 **License for Town Information.** CONTRACTOR acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to Town are proprietary marks and CONTRACTOR will not use the marks for any purpose except as expressly permitted in writing by the Town. Upon termination of this Agreement, CONTRACTOR shall immediately and permanently discontinue the use and display of any marks.

15.2 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of TOWN, whether or not the project for which they are made is completed.

15.3 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

15.4 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of three (3) years after the termination or expiration of this Agreement or renewals thereof. In the event of litigation relating to the services provided through this Agreement, the records shall be maintained until conclusion of the litigation. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries.

15.5 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN, which shall not be unreasonably withheld. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires TOWN approval. However, this Agreement shall run to the TOWN and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.6 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.7 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

Town: Judy Paul, Mayor
Gary Shimun, Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314
Telephone No. 954-797-1030
Facsimile No. 954-797-2061

Contractor: Les Greenberg
Chief Executive Officer
Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602
Telephone No. (240) 607-1400
Facsimile No. (301) 638-9319

15.8 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.9 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.10 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.11 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.12 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

15.13 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the TOWN and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.14 **Waiver.** Failure of the TOWN to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.15 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

15.16 **Cooperative Purchases.** This Agreement may be used by other government agencies. The CONTRACTOR has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the CONTRACTOR and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The TOWN will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

[Remainder of Page Intentionally Blank]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

PASSED AND ADOPTED THIS 5th DAY OF January, 2010


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 5th DAY OF January, 2010

APPROVED AS TO FORM.


OFFICE OF THE TOWN ATTORNEY

PUBLIC SAFETY CORPORATION

Witnesses:

Jill M. Williams
Jill M. Williams

Print Name
Donna Valentine

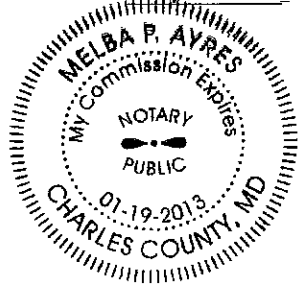
Donna Valentine
Print Name

BY: Les Greenberg
Print Name: LES GREENBERG
Title: CHIEF EXECUTIVE OFFICER

STATE OF MARYLAND
COUNTY OF CHARLES) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared LES GREENBERG as CHIEF EXECUTIVE OFFICER of PUBLIC SAFETY CORPORATION, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of PUBLIC SAFETY CORPORATION, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 11 day of August, 2010.



Melba P. Ayres
NOTARY PUBLIC
Melba P. Ayres
(Name of Notary Typed, Printed or Stamped)

Exhibit A
False Alarm Billing Collection Services
TOWN RFP # B-10-108

Exhibit B
False Alarm Billing Collection Services
CONTRACTOR PROPOSAL

AMENDMENT

The TOWN and CONTRACTOR have agreed to amend the Agreement for False Alarm Administration Services ("Services") requested by the TOWN as more particularly described in **Exhibit "A"** attached hereto, and as proposed by the CONTRACTOR in its Response to the RFP, attached hereto and made a part hereof as **Exhibit "B"**.

This Amendment is required to extend the Services to include the tracking of fire alarm systems and false fire alarms, and the billing and collection of fire alarm related fees and penalties ("Additional Services") in accordance with the TOWN Ordinance (Town Code Section 16-5), as amended on January 5, 2011, related to the Alarm Ordinance. All Articles contained in the Agreement shall also govern all Additional Services required by this Amendment.

The TOWN agrees to compensate CONTRACTOR for the Additional Services performed by CONTRACTOR:

7.1.1 As consideration for its performance of the Additional Services pursuant to this Amendment, CONTRACTOR shall be entitled to receive the following percentages of all fire alarm related revenue collected in accordance with the TOWN'S False Alarm Ordinance during the term of this Agreement. This consideration shall be in addition to the CONTRACTOR'S compensation for non-fire alarm related, police alarm systems and false alarms.

Range of Fire Alarm Related Collections Based on Annual Collection Periods	% Collections
0 - \$50,000	38%
\$50,001 - \$100,000	26%
\$100,001 and above	18%

Only bank fees, citizen refunds (if any), and credit card fees (if any) will be paid from gross collections before revenue sharing percentages are applied. The graduated percentages will be applied incrementally, for example \$110,000 of collections in an annual contract period would yield the following CONTRACTOR revenue share: 38% of the first \$50,000 + 26% of the next \$50,000 + 18% of the next \$10,000, or a total annual CONTRACTOR compensation of \$33,800 (30.7%) in this example. The annual collection periods shall begin on the effective date of this Agreement and on each subsequent annual anniversary date.

7.2 Method of Billing and Payment. Fire alarm related collections shall be accounted for separately by the CONTRACTOR. Separate invoices shall be submitted by the CONTRACTOR for its share of Fire and Non-Fire (Police) alarm collections, respectively. Payments of the CONTRACTOR and TOWN revenue shares shall be remitted electronically, e.g. ACH transfer, each month for the respective share of the revenues collected by the alarm program during the

previous month, upon approval by the TOWN of the monthly invoices prepared by CONTRACTOR.

IN WITNESS OF THE FOREGOING AMENDMENT, the parties have set their hands and seals the day and year first written above.

ATTEST:

TOWN OF DAVIE

Russell Muniz
Russell Muniz, TOWN CLERK

BY: Judy Paul

APPROVED AS TO FORM.

John Payne
OFFICE OF THE TOWN ATTORNEY

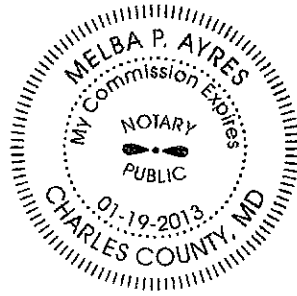
PUBLIC SAFETY CORPORATION

Witnesses:

Jill Williams
Donna Valentine
Print Name
Jill Williams

BY: Les Greenberg
Print Name: LES GREENBERG
Title: CHIEF EXECUTIVE OFFICER

Donna Valentine
Print Name



STATE OF Maryland
COUNTY OF Charles) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Les Greenberg as CEO of AOT Public Safety Corp., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of AOT Public Safety Corp., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 25 day of January, 2011.

M. Ayres
NOTARY PUBLIC
Melba P. Ayres
(Name of Notary Typed, Printed or Stamped)