

Agreement to Provide for False Alarm Billing and Collection Services to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose mailing address is P.O. Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and AOT Public Safety Corporation, a Maryland corporation authorized to do business in the State of Florida, whose address is 103 Paul Mellon Court, Waldorf, Maryland, 20602, hereafter referred to as the "CONTRACTOR". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONTRACTOR will be responsible for providing false alarm billing and collection services to City. The specific services, which the CONTRACTOR agrees to furnish, are set forth as follows:

- 1.1 Initially importing electronically into CONTRACTOR's alarm processing system ("CryWolf") database alarm system registration/permit data obtained from CITY and/or alarm companies, as authorized by CITY;
- 1.2 Registering and updating alarm permits in accordance with the CITY'S Law Enforcement Alarm Regulation Ordinance ("Ordinance"). Permit registrations may be processed by mail and/or online;
- 1.3 Importing daily into the CONTRACTOR's alarm billing system, False Alarm incident data (in formats prescribed by CONTRACTOR) extracted from CITY's CAD/911 System;
- 1.4 Initializing, maintaining, securing and backing up Program databases, including alarm registration and incident data, alarm-related financial transactions and accounts receivable information. CONTRACTOR will comply with the provision of the Ordinance, and update Program business rules to comply with any Ordinance changes;
- 1.5 Processing False Alarm incident data, including the matching of False Alarm incidents with the alarm system registration/permit database maintained by CONTRACTOR;
- 1.6 Billing and corresponding with alarm users in accordance with the Ordinance provisions. This will include, but may not be limited to, notification(s) of False Alarm invoices, and delinquent payment notices;
- 1.7 Providing CITY-specific information on False Alarm reduction and Ordinance requirements in False Alarm notices/warning letters sent to alarm users;

- 1.8 Creating and hosting a CITY False Alarm reduction program website that allows alarm users to learn how to reduce False Alarms, appeal actions and charges, request and renew alarm system permits, access alarm account information, and pay alarm fees and fines;
- 1.9 Answering telephone inquiries from CITY alarm users that are placed to False Alarm program toll-free customer service number;
- 1.10 Processing fee/penalty payments mailed to and deposited in a mutually agreeable bank lockbox and received from other payment channels, e.g. online, as agreed on by CONTRACTOR and CITY, and applying these payments to alarm accounts;
- 1.11 Supporting alarm hearings and appeals by notifying CITY of any such appeals, providing a City Alarm Program representative with documentation supporting noticing/billing decisions; and updating the system with the disposition of any hearing results;
- 1.12 Providing and maintaining computer equipment, software, mailing equipment and furniture at the Program processing facilities;
- 1.13 Providing CITY with secure, online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, registration/permit and suspension information, and financial transactions/balances with format and content specified by the CryWolf® Alarm Management System and the designated Bank, and agreed on between CITY and CONTRACTOR; and,
- 1.14 Performing special collection functions as approved by CITY, such as retaining third party collection agency or providing delinquent account information to other City agencies.

CONTRACTOR is responsible for all costs of carrying out these responsibilities, including, but not limited to, the costs of staff, facilities, equipment, postage (limited to standard, U.S. Postal first-class rates), and consumable supplies. Only bank (institution approved by CITY) and credit card fees, and third party collection costs (if any), e.g. collection agency fee; and will be shared by the parties in accordance with the revenue share percentages described in ARTICLE 5. Citizen overpayments (if any) will be maintained in the bank account until refunded or applied to outstanding alarm invoices as authorized by the CITY.

Article 2. Compensation

2.1 CONTRACTOR shall be entitled to receive a graduated percentage of total collections, in accordance with the City's Ordinance. The graduated percentage schedule shall be as follows in each contract year:

PSC GRADUATED REVENUE SHARING PERCENTAGE (%)

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 overpayments (if any), and credit card fees (if any) will be paid or withheld from gross collections before revenue sharing percentages are applied. The graduated percentages will be applied incrementally, e.g. \$200,000 in annual collections would yield the following PSC revenue share: 38% of \$50,000 + 26% of \$50,000 + 18% of \$100,000, or a total of \$50,000 (25% overall in this example).

Article 3. Invoicing and Payment

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

Article 4. Obligations of the Contractor

4.1. General

- A. The CONTRACTOR will serve as CITY'S professional representative under this AGREEMENT, providing false alarm billing and collection services. CONTRACTOR represents and warrants to the City that: (i) CONTRACTOR possesses all qualifications, licenses and expertise required for the provision of Services, with personnel having such licenses as may be required by the State of Florida; (ii) CONTRACTOR is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the person executing this Agreement on behalf of CONTRACTOR is duly authorized to execute same and fully bind CONTRACTOR as a party to this Agreement.

4.2. Standard of Care

- A. The standard of care applicable to CONTRACTOR'S services will be the degree of skill and diligence normally employed by consultants performing the same or similar services at the time said services are performed. The CONTRACTOR will perform any services not meeting this standard without additional compensation.

4.3 CONTRACTOR'S Insurance

- A. The CONTRACTOR will maintain throughout this AGREEMENT the following insurance:

1. Worker's Compensation – Statutory – in compliance with the Compensation law of the State of Florida. In addition, the Consultant shall obtain Employers' Liability Insurance with limits of not less than:
 - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Accident
 - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Disease, Policy Limits
 - Five Hundred Thousand (\$500,000.00) Dollars Bodily Injury by Disease, each employee
2. **Commercial General Liability** including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation) and no more restrictive than ISO form CG 20 37 (07 04) shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars aggregate. The coverage must include:
 - Commercial Form
 - Premises/Operations
 - Products/Completed Operations
 - Independent Consultants (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury
3. **Business Automobile Liability** Insurance with a minimum limit of liability of One Million (\$1,000,000.00) Dollars each occurrence covering all worked performed under this contract. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
 - Location of operation shall be "All Locations"

In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars. This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.
5. **Professional Liability/Errors & Omissions Insurance** with minimum limits not less than One Million (\$1,000,000.00) Dollars for professional services rendered in accordance with this contract. The CONTRACTOR shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONTRACTOR shall use its best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONTRACTOR shall notify City Risk Management within thirty (30) days of the change.
6. **Scope of Insurance and Special Hazards**
The insurance requirement contained in the foregoing Paragraphs are a minimum to provide adequate protection for the CONTRACTOR, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of the CONTRACTOR'S insurance by the City of Key West shall not relieve or decrease the liability of the CONTRACTOR hereunder.
7. **Certificates of Insurance**

Certificates of Insurance shall be filed and maintained throughout the life of any resulting Agreement with the City of Key West, P.O. Box 1409, Key West, FL 33041-1409, evidencing the minimum limits of the insurance cited above prior to commencement of work. All insurance certificates shall be received by City Clerk and Department of Risk Management before Consultant will be allowed to commence or continue work (all insurance carriers must have their corresponding AM Best carrier ID listed on the COI). All policies shall provide that they may not be terminated or modified without the insurer providing the City of Key West at least thirty (30) days of advance notice. Additionally, the CONTRACTOR shall immediately notify the City of any cancellation of such insurance. The City of Key West reserves the right to review, at any time, coverage, form, and amount of insurance.

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the CONTRACTOR shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood

that upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the CONTRACTOR to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONTRACTOR concerning indemnification.

4.4 Subcontractors

- A. The CONTRACTOR shall not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY, which consent may be withheld for any reason.

4.5 Licenses

- A. The CONTRACTOR will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt at a cost not to exceed \$98.70.

Article 5. Obligations of the City

The CITY shall be responsible to accomplish the following:

- 5.1 Appointing a CITY Alarm Administrator ("Administrator"), who will be the primary point of contact between CONTRACTOR and CITY. The Administrator or his/her designee is responsible for overseeing CONTRACTOR's operation of the False Alarm Program ("Program") and accessing Program information, as needed, via CONTRACTOR-provided online access;
- 5.2 Requesting Alarm Companies to provide alarm system registration information and supporting CONTRACTOR, as needed, to ensure that Alarm Companies comply with alarm system information requests;
- 5.3 Making any and all decisions about alarm call response, determining whether calls are False Alarms, and for ensuring that alarm-related information is documented within the CITY's CAD/911 system;
- 5.4 If necessary, extracting False Alarm incident data from the CAD/911 System and ensuring that this information is transferred electronically to CONTRACTOR (via email or CONTRACTOR FTP site). If necessary, CITY staff is also responsible for entering, or causing to be entered, into the CAD/911 System any False Alarm related information that CITY may choose to display to CAD/911 System operators through the CAD/911 System;
- 5.5 Scheduling, conducting and making appeal decisions for any False Alarm hearings;

- 5.6 Conducting any general, City-wide, public education programs on False Alarms; and
- 5.7 Transferring any and all financial information from the Program-generated alarm reports to other CITY financial systems, as needed.

CITY is responsible for all costs of carrying out these responsibilities, including, but not limited to the costs of staff, facilities, computer equipment, postage and consumable supplies.

Article 6. General Legal Provisions

6.1 Agreement Period

The duration of the agreement shall be three (3) years commencing from the effective date of this Agreement (Initial Term"). Following the Initial Term, CITY shall have the option to renew this Agreement in writing, for an additional term of three (3) years, upon the same terms and conditions as contained herein. When, in the opinion of the CITY, reasonable grounds for uncertainty exist with respect to the CONTRACTOR'S ability to perform Services or any portion thereof, the CITY may request that the CONTRACTOR, within a reasonable time frame set forth in the City's request, provide adequate assurances to the CITY in writing, of CONTRACTOR'S ability to perform in accordance with terms of this Agreement. In the event that the CONTRACTOR fails to provide the CITY the requested assurances within the prescribed time frame, the CITY may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

6.2 Force Majeure

- A. The CONTRACTOR is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONTRACTOR.

6.3 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONTRACTOR. No further work will be performed by CONTRACTOR upon receipt of this notice unless specifically authorized by the Administrator.
- B. On termination, the CONTRACTOR will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.4 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONTRACTOR for the convenience of the CITY. In the event of such suspension, delay, or

interruption, or any other act or neglect of the CITY or CITY's subcontractors, CITY will pay CONTRACTOR for work performed to date. If directed by the City to resume work suspended, delayed or interrupted for City convenience, the Contractor will be compensated for any additional costs of restarting the services, provided such costs are identified to the City in advance of their incurrence and the City agrees to such additional costs.

6.5 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries. CONTRACTOR'S services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONTRACTOR. Any unauthorized assignment of related work product shall be void and unenforceable.

6.6 Indemnification

- A. CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Nothing in this indemnification is intended to act as a waiver of the City's sovereign immunity rights, including those provided under section 768.28, Florida Statutes

- B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits

and actions of every name and description covered above which may be brought against the CITY whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.

6.7 Limitation of Liability

- A. CONTRACTOR's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.
- C. This limitation of liability will apply whether CONTRACTOR'S liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONTRACTOR'S officers, affiliated corporations, employees, and subcontractors.

6.8 Assignment

- A. CONTRACTOR shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission, which consent may be withheld for any reason.

6.9 Jurisdiction

- A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue for any proceedings between the Parties shall be in Key West, Monroe, Florida.

6.10 Severability and Survival

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.11 Dispute Resolution

- A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.
- B. Unless otherwise agreed in writing, the CONTRACTOR shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the CONTRACTOR continues to perform, CITY shall continue to make payments in accordance with this Agreement.

6.12 Attorney's Fees

- A. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder, including those pertaining to appeals.

6.13 Independent Contractor

CONTRACTOR has been procured and is being engaged by the CITY as an independent contractor, and not as an agent or employee of the CITY. Accordingly, CONTRACTOR shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the CITY, nor any rights generally afforded classified or unclassified employees of the CITY. CONTRACTOR further understands that Florida workers' compensation benefits available to employees of the CITY, are not available to the CONTRACTOR. Therefore, CONTRACTOR agrees to provide workers' compensation insurance for any employee or agent of CONTRACTOR rendering services to the CITY under this Agreement.

6.14 Conflicts of Interest

CONTRACTOR has been procured and is being engaged by the CITY as an independent contractor, and not as an agent or employee of the CITY. Accordingly, CONTRACTOR shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the CITY, nor any rights generally afforded classified or unclassified employees of the CITY. CONTRACTOR further understands that Florida workers' compensation benefits available to employees of the CITY, are not available to the CONTRACTOR. Therefore, CONTRACTOR agrees to provide workers' compensation insurance for any employee or agent of CONTRACTOR rendering services to the City under this Agreement.

6.15 Notices

All notices, demands, correspondence and communications between the City and CONTRACTOR shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor: AOT Public Safety Corporation
Attn: Les Greenberg, CEO
103 Paul Mellon Court
Waldorf, MD 20602
Phone: (240) 607-1401
Fax: (301) 638-9319
Email: lgreenberg@publicsafetycorp.com

To City: City of Key West
Attn: City Manager
3132 Flagler Avenue
Key West, Florida 33040

With a copy to: City Attorney
City of Key West - 3132 Flagler Avenue
Key West, Florida 33040

Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee. In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

6.16 Public Records

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law.

6.17 Software

In the performance under this Agreement, the CITY shall be provided license and access to proprietary CryWolf® software and written materials developed by the Contractor and subject to patent and copyright restrictions. The CITY agrees to treat all such software and materials confidential and restrict any disclosures regarding this intellectual property with the same care as other CITY confidential information. Upon any termination of the Services under this Agreement, the CITY shall also discontinue use of all such Software and materials. In addition, the restriction on disclosures regarding the Software and materials shall survive this Agreement.

6.18 Waiver

No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

6.19 Entire Agreement

This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

6.20 Audit of Records

The CITY reserves the right to audit the records of the CONTRACTOR covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

6.21 Nondiscrimination

The CONTRACTOR agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

6.22 The professional Services to be provided by CONTRACTOR pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the CITY from engaging other firms to perform Services.

6.23 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

6.24 The CONTRACTOR agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST

By: JK Scholl
Jim Scholl, City Manager

Attest: J. K. Scholl CITY MANAGER
Name Title

Dated this 1ST day of MARCH, 2012.

AOT PUBLIC SAFETY CORPORATION

By: Les Greenberg
Les Greenberg, its Chief Executive Officer

Dated this 27th day of February, 2012.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Landers Underwriting**
P.O. Box 888
Charlottesville, VA 22902

CONTACT

NAME:

PHONE:

(A/C, No, Ext):

E-MAIL:

ADDRESS:

FAX:

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED **AOT Public Safety Corporation**
DBA Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602

INSURER A: **Capitol Specialty Insurance Corporation**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Technology & Internet Errors & Omissions Policy (Claims-Made)		SGC00050-03	11/27/2011	11/27/2012	Each Erroneous Act \$1,000,000. Policy Aggregate \$3,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Insured Activities: Packaged software sales, licensing, installation and support; software customization; end user training: Billing on behalf of client and tracking of: permit applications, registrations, locations, cost recovery, alarm companies, alarm charges, and parking citation and payment.

CERTIFICATE HOLDER

CANCELLATION

ity of Key West, FL
O. Box 1409
ey West, FL 33041-1409

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Noah McMurray