Amendment No. 6
to
Contract No. NA120000138
for
Alarm Permitting/False Alarm Tracking Software
Between
AOT Public Safety Corporation
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	**To**
Vendor Name	AOT Public Safety Corporation dba Public Safety Corporation	Public Safety Corporation
Vendor Code	VS000003380	V00000948937
FEIN	██████████	██████████

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 6 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Linell Goodin-Brown
Contract Mangement Supervisor II
City of Austin, Purchasing Office

11-8-11

Date

jb

Amendment No. 5
to
Contract No. NA120000138
for
Alarm Permitting/False Alarm Tracking Software
between
AOT Public Safety Corporation (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

The City hereby amends this Contract by adding $7,868.00 to the Total Contract Amount for three additional licenses with maintenance for the period of 03/01/2015 through 02/28/2018.

2.0 The total Contract authorization is recapped below:

Term	Action Amount (Cost)	Total Contract Amount
Basic Term: 09/20/12 – 09/19/17	$133,988.00	$133,988.00
Amendment No. 1: Added $14,400 for 3 additional licenses with maintenance	$14,400.00	$144,388.00
Amendment No. 2: Added $13,300 for an interface between this software and the Chase pay Connection program	$13,300.00	$161.688.00
Amendment No. 3: Updated contract with City's new Contract Manager 2/20/14	$0.00	$161.688.00
Amendment No 4: Adding $2,100 for additional modifications to assist with the interface with the Chase Pay Connection Program 3/17/14	$2,100.00	$163,788.00
Amendment No 5: Adding $7,868.00 for 3 additional licenses with maintenance through 02/28/18 4/21/15	$7,868.00	$171,656.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: _Les Greenberg_

Printed Name: _LES GREENBERG_

Date: _4/27/15_

Signature: _Shawn M Willett_
City of Austin Purchasing Office

Printed Name: _Shawn M Willett_

Date: _4/27/15_

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

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

Quote

Date	Quote #
3/26/2014	AUST-09E

Name / Address
City of Austin - CTM Accounts Payable P.O. Box 1088 Austin, TX 78767

Project
CryWolf

Description	Qty	U/M	Rate	Total
Software License Renewal - Annual CryWolf Software License and Maintenance Agreement Renewal Fee for the period of 03/01/2015 through 02/28/2016	1		2,508.00	2,508.00
Software License Renewal - Annual CryWolf Software License and Maintenance Agreement Renewal Fee for the period of 03/01/2016 through 02/28/2017	1		2,621.00	2,621.00
Software License Renewal - Annual CryWolf Software License and Maintenance Agreement Renewal Fee for the period of 03/01/2017 through 02/28/2018	1		2,739.00	2,739.00

Federal Tax ID 52-2188829

Phone #	Fax #
240-607-1406	301-638-9319

| **Total** | $7,868.00 |

Amendment No. 4
of
Contract No. NA120000138
for
Alarm Permitting/False Alarm Tracking Software
between
AOT Public Safety Corporation ("Contractor")
and the
City of Austin

1.0   The City hereby amends this Contract by adding $2,100 to the Total Contract Amount for modifications to assist the interface with the Chase Pay Connection program.

2.0   The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/20/12 – 09/19/17	$133,988.00	$133,988.00
Amendment No. 1: Added $14,400 for 3 additional licenses with maintenance	$14,400.00	$144,388.00
Amendent No. 2: Added $13,300 for an interface between this software and the Chase pay Connection program	$13,300.00	$161.688.00
Amendment No 3: Adding $2,100 for additional modifications to assist with the interface with the Chase Pay Connection Program	$2,100.00	$163,788.00

3.0   MBE/WBE goals were not established for this contract.

4.0   By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0   All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:_____   Signature & Date:_____

Printed Name:_____   Printed Name:_____
Authorized Representative   Authorized Representative

AOT Public Safety Corporation   Senior Buyer Specialist
103 Paul Mellon Court   City of Austin
Waldorf, MD 20602   Purchasing Office

Amendment No. 3
of
Contract No. NA120000138
for
Alarm Permitting/False Alarm Tracking Software
between
AOT Public Safety Corporation ("Contractor")
and the
City of Austin

1.0 The City hereby amends this Contract by adding $2,100 to the Total Contract Amount for modifications to assist the interface with the Chase Pay Connection program.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/20/12 – 09/19/17	$133,988.00	$133,988.00
Amendment No. 1: Added $14,400 for 3 additional licenses with maintenance	$14,400.00	$144,388.00
Amendent No. 2: Added $13,300 for an interface between this software and the Chase pay Connection program	$13,300.00	$161.688.00
Amendment No 3: Adding $2,100 for additional modifications to assist with the interface with the Chase Pay Connection Program	$2,100.00	$163,788.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:_____   Signature & Date:_____

Printed Name:_____   Printed Name:_____
Authorized Representative   Authorized Representative

AOT Public Safety Corporation   Senior Buyer Specialist
103 Paul Mellon Court   City of Austin
Waldorf, MD 20602   Purchasing Office

City of Austin *(logo)*

Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

September 20, 2012

AOT Public Safety Corporation
Les Greenberg
103 Paul Mellon Court
Waldorf, MD 20602

Dear Mr. Greenberg:

The City of Austin approved the execution of a contract with your company for alarm permitting/false alarm tracking software in accordance with the referenced master agreement.

Responsible Department:	Communications and Technology Management
Department Contact Person:	Julie Miller
Department Contact Email Address:	Julie.Miller@austintexas.gov
Department Contact Telephone:	512-974-3083
Project Name:	Alarm Permitting / False Alarm Tracking Software
Contractor Name:	AOT Public Safety Corporation
Contract Number:	MA 5600 NA120000138
Contract No: (Cooperative)	NA
Contract Period:	60 months
Extension Options:	NA
Dollar Amount:	$133,988.00
Agenda Item Number:	55.
Council Approval Date:	August 2, 2012

A copy of the contract/purchase order will be forwarded via email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

(signature: Elisa Folco)

Elisa Folco
Contract Administrator
City of Austin Purchasing Office
Finance and Administrative
Service Department

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
AOT Public Safety Corporation ("Contractor")
FOR
Alarm Permitting/False Alarm Tracking Software

Master Agreement: MA 5600 NA120000138

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between AOT Public Safety Corporation, dba/Public Safety Corporation, having offices at 103 Paul Mellon Court, Waldorf, MD 20602 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number MSO0060.

1.1 **This Contract is composed of the following documents:**

    1.1.1 This Contract

    1.1.2 Statement of Work, incorporated herein as Exhibit A

    1.1.3 Software License and Maintenance Agreement, incorporated herein as Exhibit B

    1.1.4 Payment Schedule, incorporated herein as Exhibit C

    1.1.5 The City's Solicitation, Request for Proposal (RFP), MSO0060 including all documents incorporated by reference

    1.1.6 Public Safety Corporation Offer, dated September 29, 2011, including exhibits and subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

    1.2.1 This Contract, including clarifications

    1.2.2 The City's Solicitation as referenced in Section 1.1.5, including all documents incorporated by reference

    1.2.3 The Contractor's Offer as referenced in Section 1.1.6, including exhibits and subsequent clarifications

1.3 **Compensation.** The Contractor shall be paid a total amount not to exceed $133,988.00 as indicated and defined in the Payment Schedule (Exhibit C). Payment shall be made as indicated in the Payment Schedule after the City of Austin's acceptance in writing of the goods and/or services.

1.4 **Term of Contract.** The Contract shall become effective on the date executed by the City ("Effective Date") and continue for sixty (60) months.

1.5 **Interlocal Purchasing Agreements.**

      A.   The city has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

      B.   The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

AOT PUBLIC SAFETY CORPORATION

Les Greenberg
Printed Name of Authorized Person

[signature]
Signature

Chief Executive Officer
Title:

September 19, 2012
Date:

CITY OF AUSTIN

Brenda Helgren
Printed Name of Authorized Person

[signature]
Signature

Sr. Buyer
Title:

_09/20/12_
Date:

List of Exhibits

Exhibit A – Statement of Work
Exhibit B – Software License and Maintenance Agreement
Exhibit C – Payment Schedule

Exhibit A
Statement of Work

1.0   PURPOSE

Alarm system permitting and false alarm tracking Commercial-Off-The-Shelf (COTS) software solutions for the City of Austin's Police Department (APD). The system will encompass the ability to track false alarms and billings of fees assessed for false alarms.

2.0   SCOPE OF WORK

2.1   Title of Program

False Alarm (FAAP) – False Alarm Permits

2.2   Objective

The handling and the collection of false alarms and alarm permits for the Austin Police Department. The primary objectives of APD in purchasing COTS are:

- To have a system that will track alarm permits, false alarms, and repeat alarms as well as allow for the collection of permit fees and false alarm fees.
- To have a system that is be capable of receiving and processing a secure Computer-Aided Dispatch data extract file upload (produced by the City) that contains alarm incident data and generate reports.

2.3   Referral Criteria

APD makes no guarantee as to the number, type, dollar amount, or collectability of fines or permitting fees from these accounts. However, in general, the city's alarm permit fees and false alarm billings bring in $2,063,762.26 of revenue annually to the City of Austin's General Fund.

3.0   BACKGROUND

The Austin Police Department (APD) needs a reliable system to issue alarm permits and track the false alarm incidents completed by APD. Enhancing citizens' access to their government's services contributes to the City of Austin's vision of being the most livable city in the country.

By increasing citizen awareness and access to information and the APD Alarm Billing programming in particular, citizens will be able to apply for permits and pay for services at their convenience. As an added value to our citizens, District Representatives use current alarm permits and false alarm warnings as part of their neighborhood education program.(APD District Representatives serve as a liaison between the community and the police department to assist the community in solving neighborhood problems.)

Currently, citizens requesting to apply for a permit must either contact APD Alarm Administration by phone, fax, or by downloading the application from the Alarm Administration website. Invoices are also created and mailed to citizens and they must pay by check or money order, unless they pay cash in person at the Austin Police Department Finance Office at 715 East 8th Street Monday through Friday between the hours of 8 a.m. and 4:30 p.m.

The City currently does not accept online payments for any of the fees associated with the Alarm Billing Program. The alarm permit fees and false alarm billings bring in $2,063,762.26 of revenue annually to the City of Austin's General Fund. These permits include both residential and commercial customers totaling 40,689 permits. The City of Austin generated 12,713 permits and 25,944 false alarms in 2010.

4.0 REPORTS

4.1 The application must be capable of receiving and processing a secure Computer-Aided Dispatch data extract file upload (produced by the City) to generate a report for the APD Alarm Unit of the previous day's false alarm incidents and no permits, detailing the incidents or no permits that did not match from CAD reporting server to the new system.

4.2 The application must generate a report to query alarm permits that will be expiring within 60 days of a specific date.

4.3 The application must generate a report to query all alarm permits that will expire within a specific date range.

4.4 The application must generate a report to query all alarm permits that were issued within a specific date range.

4.5 The application must generate a report to query all alarm permits that were cancelled within a specific date range.

4.6 The application must generate a report to query all alarm permits that were revoked within a specific date range.

4.7   The application must generate a report to query all alarm permits that were revoked totaling $500.00 or less.

4.8   The application must generate a report to query all alarm permits that were revoked totaling $500.00 or more.

4.9   The application must generate a statistical report detailing all permits within a specific date range and group them by their current status, all paid fees collected within that date range, and all refunds generated within that date range.

4.10   The application must generate a daily revenue report for all fees collected during a specific date range.

4.11   The application must generate a report by alarm permit number or address, displaying all false alarm incident information grouped by robbery and burglary call.

4.12   The application must generate a report of the number of permits for each alarm company by zip code.

4.13   The application must generate a report of permits by apartment complex.

4.14   The application must generate a report to APD District Representative of addresses in their district that are operating alarm systems without a permit.

4.15   The application must generate a report of revoked permits 15 days after the revocation letter is issued within a specified date range.

4.16   The application must generate a report showing permits that have requested appeal hearings.

4.17   The application must generate separate reports of delinquent accounts of 30, 60 and 90 + days.

4.18   The solution must generate reports in a variety of file formats, including XML, PDF etc.

4.19   Reports provided by the application must be compatible with Crystal Reports, or provide a mechanism by which they can be initiated via integration with a Crystal Report's Server.

5.0   Contractor Requirements

1. All system design, software installation, programming, testing, performance tuning, training, documentation and implementation required for the system. If third-party software is required, Contractor must assume full responsibility for its inclusion in this solution unless otherwise agreed upon in writing by the City and the Contractor.

2. All technical documents for the proposed system and its components. These documents must include administrator and end user manuals about product installation and maintenance, including detailed design documents for any customized system application and test plans. The Contractor must grant the City the authorization to reproduce any provided documents for internal use subject to copyright requirements.

3. Assist in the development of an acceptance test plan and assist in the performance of testing the entire system. During testing, the Contractor must be available for assistance and correction of any error detected. Testing must be successfully performed before the City approves the final sign-off for the acceptance of the system.

4. Be available via a toll-free number for technical support and problem resolution during City business hours (5:00 a.m. - 10:00 p.m. CST, Monday through Friday) during onsite implementation and 8:00 a.m. – 5:00 p.m. CST during offsite PSC planning and preparation activities.

5. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which must be required for the City to maintain the system once implemented.

6. Provide technical training to a minimum of four (4) users AND system administration training to a minimum of two (2) users AND end-user training to a minimum of four (4) users.

6.0   PERFORMANCE STANDARDS

The Contractor's performance is acceptable when the City of Austin has accepted in writing:

- Delivery of Software
- Completion of Planning and Project Schedule
- Acceptance of Data Conversion Methodology and Results (Prior to final data conversion iteration)
- Completion of System Configuration (Development, Test and Production)
- Completion of Final Installation (Development, Test and Production)
- Completion of Training Staff on Software

- Completion of System Reliability Testing (after 30 days reliability test - Development, Test and Production)
- Final System Sign Off

7.0   LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

Contractor must comply with all laws, statutes, and other governmental provisions in effect during the term of the agreement. Any software used by the contractor must be compatible with the City of Austin native network infrastructure.

Exhibit B
Software License and Maintenance Agreement

AOT Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Toll Free: 1-877-729-9653
www.crywolf.us

ANNUAL END USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Agreement between **AOT Public Safety Corporation (PSC)**, located at 103 Paul Mellon Court, Waldorf, Maryland 20602; and, the **City of Austin Police Department, Texas (End User)** with its principal place of business at 715 E Eighth Street, Austin, Texas, 78767

WHEREAS, PSC has created and markets a patented (U.S. Patent No. 6,856,246), software proprietary product called CryWolf®, (also referred to as the "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,

WHEREAS, the Software has been developed at PSC's private expense for the commercial marketplace and is not in the public domain; and,

WHEREAS, the End User desires to obtain a non-transferable, non-exclusive license to use CryWolf®.

NOW, THEREFORE, the parties agree as follows:

Scope of License. The End User is hereby licensed annually, for so long as the End User continues this Annual End User Software License and Maintenance Agreement ("Agreement"), to use the Software on the End User's single system, network, or multiple independent systems, as stated in **Schedule A – Provided Software Licenses.**

Support Services to End User. Training installation and other support services are to be provided, as described in the End User Alarm Permitting/False Alarm Tracking Software Master Agreement: MA 5600 NA120000138 ("Contract").

Payment. The End User shall pay PSC for license(s) and the Support Services described and provided all as stated in the **Payment Schedule.**

Technical Support. PSC shall provide End User with technical support by telephone,

electronically, and by publication for no additional fee as part of this Agreement (See Exhibit A). PSC maintains a website to facilitate its technical support.

Upgrades and Additional Services. The End User and PSC may upgrade, as new releases or enhancements (bug fixes, patches, etc.) of the Software are issued by PSC at no cost to the End User so long as End User remains current with the annual support fee. The End User and PSC may add to or modify Software or related support services in conjunction with this Agreement or at a later time by executing a mutually agreed contract supplement. The license for the use of any upgrades to the Software or its documentation supplied through such agreements shall be covered by the terms of this Agreement.

Changes. The End User may request, by written notice to PSC, an alteration in the scope or duration of the training, installation and/or support services. All changes shall be incorporated into this Agreement by the parties' execution of a mutually agreed contract supplement. No change directive shall vary or otherwise affect the terms, conditions and provisions of this Agreement except as specifically set forth in the mutually agreed contract supplement.

Annual Software License and Maintenance Renewal. One year after live (production) operation; the End User shall have the option to continue this Agreement with PSC exclusively. The annual fee for continuing this software license and maintenance shall be as described in the Contract, unless custom software modifications are made at the End User's request, or additional software licenses are added by executing a mutually agreed Contract amendment.

Not for Commercial Use or Resale. Use of the Software is limited to use by the End User. The End User may not use this Software for commercial purposes. The End User may not resell, or otherwise transfer for value, the Software.

Removal, Transfer, or Modification of Software. The End User shall keep all copies of the Software at the actual site(s) of installation and in no other place (except that one back-up copy may be kept at the End User's usual location for keeping computer data back-ups). The End User shall not remove the Software outside the United States. The End User shall not modify nor authorize modification of the Software in any manner without express written permission of PSC.

Reproduction and Copyright. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, Canada. To the extent permitted by law, the End User may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without prior written consent of PSC, 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. The Software must be copied as a whole and each copy must include this Agreement. To the extent permitted by law, all other copying is prohibited.

Limitations on Reverse Engineering, Decompilation and Disassembly. The End User may not reverse engineer, decompile, or disassemble the Software.

Separation of Components. The Software is licensed as a single product. Its component parts may not be separated.

Notices of Intellectual Property Rights. The End User shall assure that PSC's notices of intellectual property (e.g., patent, trademark, and copyright notices), if any, shall remain visible on the Software when displayed electronically or when output created by it is printed out.

Warranty and Disclaimer. The Software will perform substantially in accordance with its accompanying administrative and user manuals, and any additional End User specifications included in this Agreement. For a period of one year from the date of this Agreement, PSC agrees to correct or replace, at its own expense, any software that does not conform to this documentation and specifications. As to the Software and its documentation, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, EXCEPT FOR THOSE CONTAINED IN THIS AGREEMENT, ARE DISCLAIMED AND WAIVED BY PSC.

The End User is obtaining the Software to support the End User's enforcement of the current End User false alarm ordinance ("Ordinance"). Beyond supporting enforcement of this Ordinance, PSC does not guarantee that the Software will meet 'all requirements" of the End User's business or all requirements of the Software with which it interacts. PSC shall not be responsible for any damages, consequential or otherwise, that the End User or its employees or agents in the use of the Software may suffer. (Such damages shall include but not be limited to lost profits, lost sales, all actions lying in tort, prima facie tort, or any other cause of action arising out of the use or performance of the Software.)

Termination. The software license shall terminate immediately if the End User does not comply with any term of this Agreement, including but not limited to, nonpayment of license and maintenance fees, nonpayment of other contracted for services, removal of the Software to other locations, unauthorized copying of the Software, or modifying the Software in any manner. The End User may terminate this license at any time by so indicating in writing to PSC.

Return/Destruction of Software. Upon termination, this license shall cease; all copies of the Software and documentation shall be returned to PSC or destroyed. Any use of the Software after termination is not authorized by PSC and shall be considered by PSC to be infringement of its intellectual property rights.

Protection of PSC Trade Secrets and Intellectual Property. Except as directed by PSC and permitted under this Agreement, the End User shall not at any time during or after the term of this Agreement allow the copying of the Software or its documentation by any person, or permit any other person to authorize copying or make copies of the Software, its documentation, or any part of it. The End User shall not decompile, reverse engineer,

or disassemble the Software. Only the End User's employees or agents understanding the basic terms of this license and who are aware of PSC's ownership of the Software shall have access to any facility for copying the Software or decompiling, disassembling, or modifying it. PSC hereby grants the right to the End User to copy the licensed Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on the End User's single-user system, multiple-user system, or network, as authorized by this Agreement.

Audits. PSC may make reasonable examinations of the End User's computer installations to ascertain that the End User is complying with the limitations upon copying stated in this Agreement. If such an examination shows any non-compliance, PSC may terminate this Agreement, and the End User shall pay all expenses of such examination.

Injunctive Relief. The misuse, copying, or disclosure of the Software will give rise to irreparable injury to PSC, and leave PSC inadequately compensated in damages. Accordingly, PSC may seek and obtain injunctive relief against the End User's breach or threatened breach, in addition to any other legal remedies, such as suit for copyright infringement, which may be available. The End User further acknowledges and agrees that these covenants are necessary for the protection of PSC's legitimate business interests and are reasonable in scope and content.

Related Software. This Agreement may be executed concurrently along with an agreement with other software companies that cover certain application software that works with the Software. The End User acknowledges that the other software companies and PSC are each responsible for different functions and that there are no representations or agreements regarding the Software other than those contained in this Agreement.

Governing Law. The laws of the State of Texas shall govern this Agreement.

Assignments, Transfers. This Agreement, the rights, duties, and obligations in this license, or the Software and its documentation may not be assigned or transferred by the End User.

Notices. Notices to parties shall be at the addresses stated above.

Consent to Jurisdiction, Venue, and Service. All legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within Travis County, State of Texas. The End User consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, addressed to the party where it is to receive notice.

Severability. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired

No Waiver. The failure by any party to exercise any right stated in this Agreement shall not be deemed a waiver of the right.

Complete Agreement. This Agreement and Purchase Order sets forth the entire understanding of the parties as to the Agreement's subject matter and may not be modified except by further written agreement.

WHEREAS, the parties have executed this Agreement on the dates indicated below.

AOT Public Safety Corporation

Date: _SEPTEMBER 19, 2012_   By: _____

LES GREENBERG
Chief Executive Officer

Date: _9/20/12_   **City of Austin**
By: _____

Brenda Helgren - Sr. Buyer
[Name and Title]

Exhibit C

Payment Schedule

Software Implementation

Software Implementation	% of Payment	Payment Amount
Delivery of Software	30%	$28,560
Completion of Planning and Project Schedule	10%	$9,520
Acceptance of Data Conversion Methodology and Results	10%	$9,520
Completion of System Configuration	10%	$9,520
Completion of Final Installation	10%	$9,520
Completion of Training Staff on Software	10%	$9,520
Completion of System Reliability Testing	10%	$9,520
Final System Sign Off	10%	$9,520
Total	100%	$95,200

12 Month Extension Options

Warranty & Maintenance - Extension Options	Annual Fee
1st - 12 Month Extension Option	$9,144
2nd - 12 Month Extension Option	$9,502
3rd - 12 Month Extension Option	$9,876
4th - 12 Month Extension Option	$10,266
Total	$38,788

Summary

Brief Description	Sub Total
Hardware	$0.00
Software	$38,000.00
Warranty/Maintenance (Includes Software Source Code Escrow)	$38,788.00
(5-years)	
Implementation Services	$43,400.00
Miscellaneous (Includes Travel Expenses)	$7,000.00
GRAND TOTAL	**$127,188.00**

9.1.1 Annual Software License, Maintenance and Support

Maintenance and support fees will begin one year from the date of City acceptance of the application software. The maintenance and support fees will be invoiced at the beginning of each subsequent year after City acceptance beginning with the second year. These terms are included in PSC's standard End User Software License, Maintenance and Support Agreement.

Maintenance and support includes use of the software, all standard software updates, any fixes or patches the application software requires or PSC recommends. All labor, travel costs, telephone support, testing equipment and other tools or materials required are included in the pricing. The service and maintenance provided during years two through five will be the same as that provided during the initial one year warranty period.

9.1.2 City-Hosted Approach – Financing Option (No Initial City Investment)

As an alternative to the fixed-price pricing model described in Section 9.1 above, PSC proposes a no risk, revenue share option to finance the proposed City-Hosted approach for an Alarm Permitting/False Alarm Tracking solution.

We offer the City of Austin this risk free, financing option for two reasons. First, we are confident enough in our ability to quickly and smoothly transition the City from its current solution to CryWolf that we will base our compensation entirely on the project's success. Second, we are sensitive to the budget challenges cities and counties nationwide face in the current fiscal environment and, accordingly, would like to propose this alternative pricing approach to allow the City of Austin to purchase an installed system without any upfront capital expenditure.

REVENUE SHARE PERCENTAGE (Years One through Three) *   3.75%

> *Percentage of all alarm permit and false alarm related revenue collected by the City. The term is three years from the date that initial revenue is collected using the CryWolf system. The percentage includes applications software license, maintenance and support for the three years.*

REVENUE SHARE PERCENTAGE (License, Maint, Support - Years Four and Five) *.   1.0%

> *Percentage of all alarm permit and false alarm related revenue collected by the City Includes escrow of Software source code.*

9.2 PSC-Hosted Approach

Public Safety Corporation (PSC) also has a long and successful track record of administering alarm programs as a complete, turnkey solution to increase service levels, reduce false alarms and increase revenue collections on a risk free, "self-funded" basis. The following sections describe our proposed fee structure for a PSC-Hosted approach to provide Alarm Permitting/False Alarm Tracking services for the City of Austin.

In the PSC-Hosted approach, we propose a pricing model that derives our fees exclusively from the false alarm revenue received and provides for a 100% "Revenue Sharing" basis. Based on our analysis of the Austin false alarm program revenue, projected program costs and alarm program activity, we propose a graduated revenue sharing approach that we believe will enhance the overall program solution and provide additional benefit to the City of Austin.

9.2.1 Revenue Sharing Approach

Based on past reported Austin Alarm Program revenue and our expectation that a significant number of false alarms can be eliminated, we believe that the potential annual alarm revenue in the first year could be $2,000,000. Based on this potential revenue estimate, we recommend the following percentages, which decrease as revenue increases; during each annual period beginning on the date revenue is first collected.

Under any fee schedule scenario, this graduated approach provides the City of Austin maximum control over the effective revenue share percentage and provides PSC additional incentive, i.e. higher average percentage, to reduce false alarms.

PROPOSED PSC GRADUATED REVENUE SHARING PERCENTAGE (%)

Range of Collections Based on Annual Collection Periods	% Collections
0 - $500,000	18%
$500,001 - $1,000,000	14%
$1,000,001 and above	12%

9. Cost Proposal

In response to the City of Austin's RFP for Alarm Permitting/False Alarm Tracking, Public Safety Corporation (PSC) proposes two alternative approaches to support the City's ordinance and false alarm management needs.

- **City-Hosted Approach**: A software package to be completely installed in the City of Austin and operated by City staff.

  OR

- **PSC-Hosted Approach**: PSC administers the City of Austin's false alarm program on a turnkey basis.

The following sections outline the pricing structure for each approach.

9.1 City-Hosted Approach

The following proposed pricing model includes all labor, materials, alarm management software, web pages, professional services, and training required to implement and make fully operational the City-Hosted approach to Alarm Permitting/False Alarm Tracking software as described in this proposal.

As requested, the total installed price includes five years of software maintenance and support covering all system components, beginning on the date of live system operation and City acceptance. The price also includes escrow of the software source code. The total Installed price is itemized on the following spreadsheets, as required in the RFP. PSC assumes the City will provide the required hardware, operating system software and MS SQL database licenses.

Hardware Costs

Requirement Number	Task Description	Model Number	Unit Cost	Number of Units	Total Cost
	None				$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
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					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				TOTAL	$0.00

Software Cost (to include hosting and support from final acceptance through the warranty period)

	Description and Licensing Restrictions	Licensing Fees	Base Price	Customization Cost	Total Cost
1	Full CryWolf Software License	$17,250.00			$16,500.00
3	Additional Full CryWolf Software Licenses	$5,250.00			$15,750.00
1	Public and City Administrative Webpages	$5,750.00			$5,750.00
				TOTAL	$38,000.00

Warranty and Maintenance (after final acceptance and the warranty period)

Description of Maintenance and Support Agreement Policies	Cost Year 1	Cost Year 2	Cost Year 3	Cost Year 4
Unlimited Telephone/Webcast Support	$7,944.00	$8,302.00	$8,676.00	$9,066.00
Software Source Code Escrow	$1,200.00	$1,200.00	$1,200.00	$1,200.00
YEARLY TOTALS	$9,144.00	$9,502.00	$9,876.00	$10,266.00
TOTAL ALL 4 YEARS	$38,788.00			

Implementation Services

Requirement Number	Task Description	Total
	Implementation Planning and Business Rule Configuration	$6,600.00
	Permit data conversion - estimated 100,000 permits	$13,800.00
	Tritech CAD Interface Configuration	$5,200.00
	Online Payment Interface Setup	$1,200.00
	Onsite Software Testing, Training, and Go-live Assistance	$16,600.00
	TOTAL	$43,400.00

Miscellaneous

Requirement Number	Miscellaneous Items	Cost
	Travel Expenses	$7,000.00
	TOTAL	$7,000.00

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, e.g. $2,000,000 in annual collections would yield the following PSC revenue share: 18% of $500,000 + 14% of $500,000 + 12% of $1,000,000, or a total of $280,000 (86.0% City of Austin and 14.0% PSC).

Revenue Sharing Price Assumptions:

The percentages in our pricing methods are based on several assumptions:

- The Ordinance fee/fine schedules remain in substantially the same form as currently proposed in the City of Austin Ordinance.

- The City applies a fair, but firm approach to appeals resulting in alarm fines being generally upheld on appeal;

- The City actively supports enforcement of the Ordinance, including the proactive collection of all fine amounts owed.

9.2.2 Mechanism for Revenue Share Calculation and Funds Transfer

For the provision of all services and technology outlined in this proposal, PSC proposes to obtain payment exclusively from the collected revenues PSC helps generate. There will be no upfront systems development, licensing, conversion, equipment, travel or other costs. PSC will purchase, configure, install, and customize everything PSC needs to provide the Alarm Permitting/False Alarm Tracking for the PSC-Hosted approach.

PSC proposes the following collection and payment transfer procedure which we have used successfully in many jurisdictions.

- At the beginning of each month, PSC will reconcile all amounts collected during the previous month and provide the City of Austin with an invoice showing the fee calculation and supporting payment reconciliation.

- Once the invoice is approved by the City, electronic transfers, e.g. ACH transfers, would be authorized to the City of Austin and to PSC for the proposed revenue share amounts.

CryWolf®

FALSE ALARM SOLUTIONS

December 22, 2011

Jeff Dilbert, MSIM, CPSM, CPSD, C.P.M., A.P.P.
Buyer II
Finance & Administration Services Department
Purchasing Office
124 W. 8th Street. Ste 308
Austin, TX 78701

RE: Proposal for Alarm Permitting/False Alarm Tracking Software (RFP# MSO0060)
      Revised Cost Proposal for City-hosted Solution

Dear Mr. Dilbert:

As requested, Public Safety Corporation (PSC) is pleased to provide this revised Cost Proposal based on PSC incorporating the following additional tasks in our Proposal of September 29, 2011 in response to the above referenced RFP. The additional tasks are as follows:

1. PSC will configure the CryWolf system web pages and database to allow an alternative, City-specified, online credit card processor to process online payments. In this approach, the City-specified processor will assume full responsibility for PCI compliance. This approach will also necessitate a direct relationship (processing contract) between the City and the specified processor. In addition, the City-specified processor will be responsible for maintaining and providing its standard documentation on PCI compliance to the City of Austin. For this approach, the one-time cost for PSC initial configuration and testing of the processing interface will be $4,800 - $13,800. The cost will depend on whether PSC can configure its existing payment processing software interface to the requirements of the City-specified processor ($4,800) or will have to develop a new interface (up to $13,800).

    The online payment processing function is independent of the other CryWolf web page functions, e.g. online alarm registration and renewal, citizen information/education, alarm user account review, etc. Accordingly, the online payment function can be activated at any time, either as part of the initial web page implementation or at a later date if preferred by the City.

2. At the beginning of the CryWolf software implementation, PSC will configure and test the CryWolf application in the City's technical environment. This task will include 3 -4 days (2 – 3 days onsite at City facilities) of a senior PSC technical staff member working with City and Police IT staff to install, configure and test the communications between the CryWolf client software and a test SQL Server database. The cost of this task will be $6,800 which includes $5,400 PSC staff time and up to $1,400 travel expenses.

Based on the addition of these new tasks, we have revised the City-provided cost sheets in our September 29, 2011 Proposal and include the revised cost sheets in the attached Exhibit – Revised Cost Proposal for City-hosted Alarm Permitting/False Alarm Tracking Software.

PUBLIC SAFETY CORPORATION

103 Paul Mellon Court | Waldorf, MD | Tel: 240.607.1400 | Fax: 301.638.9319 | Toll-free: 877.729.9653
www.crywolf.us

We look forward to working with the City of Austin to successfully implement a comprehensive False Alarms Tracking and Billing solution and to help the City accomplish its program objectives while benefiting citizens, the City, and the perception of City services.

Should you have any questions about our proposal or this revised Cost Proposal, please contact me at the addresses and numbers below.

Sincerely,

Les Greenberg
Chief Executive Officer
Public Safety Corporation
lgreenberg@publicsafetycorp.com
103 Paul Mellon Court
Waldorf, MD 20602
Phone: 877.729.9653 x101
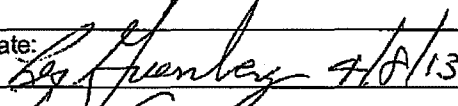Direct: 240.607.1401
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CRYWOLF

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Buyer II
Finance & Administration Services Department
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124 W. 8th Street. Ste 308
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        Revised Cost Proposal for City-hosted Solution

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Should you have any questions about our proposal or this revised Cost Proposal, please contact me at the addresses and numbers below.

Sincerely,

Les Greenberg
Chief Executive Officer
Public Safety Corporation
lgreenberg@publicsafetycorp.com
103 Paul Mellon Court
Waldorf, MD 20602
Phone: 877.729.9653 x101
Direct: 240.607.1401
Fax: 301.638.9319

Amendment No. 1
of
Contract No. NA120000138
for
Alarm Permitting/False Alarm Tracking System
between
AOT Public Safety Corporation
and the
City of Austin

1.0 Amend the agreement to add three (3) additional full CryWolf licenses at $4,000.00 each for a subtotal of $12,000.00 and annual software maintenance at $2,400.00, for a total of $14,400.00.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 9/20/12 – 9/19/17 (5 client type licenses and annual maintenance)	$133,988.00	$133,988.00
Amendment No. 1: Add (3) full CryWolf Licenses and annual software maintenance	$14,400.00	$148,388.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: _4/8/13_

Printed Name: _LEE GREENBERG_
Authorized Representative

Signature & Date: _4/17/13_

David Kucko, Corporate Contract Administrator
City of Austin
Purchasing Office

Approved: _4/17/13_
Teresa Reddy, Corporate Contract Compliance Manager

City of Austin, Texas
man Rights Commission

10: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

   (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

   (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

   (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

   (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

   (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

   (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.