



4600 Campus Drive, Suite 200  
Newport Beach, CA 92660  
888-752-0512  
Sales@DataTicket.com

## **SCOPE OF SERVICE AND PERFORMANCE AGREEMENT**

**Data Ticket, Inc.  
4600 Campus Drive, Suite 200  
Newport Beach, California 92660  
(here-in-after sometimes referred to as "COMPANY")**

**AND**

**THE CITY OF CLEARWATER  
112 S OSCEOLA AVENUE  
CLEARWATER, FLORIDA 33756**

(here-in-after sometimes referred to as "AGENCY"),

The COMPANY intends to provide for the processing of fines, bails and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the State of Florida and City of Clearwater Ordinances.

### **ARTICLE I - CITATION PROCESSING**

1.1 Referral and Reconciliation: COMPANY shall receive and process parking citations which COMPANY shall receive from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY within seven (7) days of receipt, by COMPANY's office, for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and Deposit of Funds: A "direct deposit" system shall be employed for all funds received in payment of citations. The AGENCY shall own the account and deposits shall be made directly into the account by the COMPANY or the AGENCY, dependent upon where the funds are received. The COMPANY will invoice the AGENCY for services rendered. Payment of invoice in full shall be due within thirty (30) days of AGENCY's receipt of invoice, after which interest shall be accrued at the rate of 6%, (or lower if any statutes, rules or regulations prohibit this rate).



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1.4 AGENCY Account: the AGENCY shall reconcile the account the month following the banking activity, disburse all revenue due the COMPANY, any tax or surcharge liability and all refunds and provide all supporting documentation for the COMPANY records.

1.5 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued but payment for which has not been received within the required time period. COMPANY shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code when identifying registered vehicle owners.

1.6 Verification of Ownership: COMPANY will take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.7 Courtesy and Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a first courtesy notice and subsequent delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notices will include all information required by the State Vehicle Code, including, but not limited to the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for arrest);
- C. The amount of fines and fees due and payable;
- D. Affidavit of Non-Ownership.

1.8 Registration Holds: The COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.

1.9 Removal of Registration Holds: COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration



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holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY and/or the AGENCY.

1.10 Contested Citations: In the event a registered vehicle owner disputes his/her liability for the outstanding parking citation, COMPANY and/or the AGENCY will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator within the prescribed time period so that the matter can be adjudicated.

1.11 Appeals: If requested by AGENCY, the COMPANY will schedule appeals in accordance with state law, to respond to parking violators wishing to contest their citations. The COMPANY will provide a toll-free number for contestants to call and a web site for contestants to appeal. The COMPANY and/or the AGENCY will correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court if required. The COMPANY shall not be responsible for the AGENCY's failure to provide correct or timely infraction information. The AGENCY shall be responsible to pay any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

1.12 Citations Disposed of by Hearing/Court: The COMPANY or AGENCY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. The AGENCY will be responsible for all interactions with the Pinellas County Court system for parking ticket disputes elevated to a court hearing. Such interactions shall include, but may not be limited to, correspondences with the court system and attending court hearings. The AGENCY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/court action and will provide such information to COMPANY. Parking citations that are dismissed as a result of hearing/court action will have the dismissal processed by the COMPANY or AGENCY promptly after receipt from the Hearing/Court.

1.13 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY's request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.14 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments



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are received on or before the date due. The postmarked date on the envelope used by a citizen to provide payment shall be the criteria to establish any delinquent fees due. In the event the postmarked date is not visible on the envelope, the posted payment date would be three days prior to date received by AGENCY.

1.15 Parking Citation System Master File Update: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

## **ARTICLE II - PAYMENT PROCESSING**

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of three (3) years. Closed citations will remain on-line for a minimum of three (3) years for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are payments with the correct bail, paid on or before the due date. (This includes payments properly complying with prior Notices-of-Intent).

"Partial Payments" are payments paid for less than the amount of bail due. A notice or additional correspondence may advise defendant of late charges and/or incorrect bail.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY and/or the AGENCY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain an effective method of internal control procedures. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be scanned and stored electronically on the network



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for a minimum period of three (3) years.

2.5 Cash Payments: COMPANY and/or AGENCY shall maintain an effective method of handling cash payments. All cash received by COMPANY, shall be deposited into AGENCY's account and logged in a cash journal. All cash received by AGENCY shall be deposited into AGENCY's account and processed in accordance with AGENCY's standard procedures. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate. All deposits shall be directly deposited and COMPANY and/or AGENCY shall perform all reconciliation and check generation along with monthly invoicing. COMPANY will deposit directly into AGENCY's account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the parking management system and AGENCY will be responsible to reconcile the account and cut all checks. AGENCY will supply deposit slips and endorsement stamp to COMPANY.

2.7 Revenue Report: The COMPANY shall provide a monthly revenue report listing all revenues received during a given month. This report will also provide information regarding the AGENCY's responsibility for any fees or obligations with respect to use of the collected funds such as court costs as described in 1.12 above and contributions to AGENCY's School Crossing Guard Program.

### **ARTICLE III – WEB SITE**

3.1 Citation Management Web Site: The COMPANY will provide and maintain a web site for AGENCY review and interface of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be "view only" or "interactive," for AGENCY staff depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule and export into Excel for easy flexible reporting in addition ad hoc reporting is



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available.

3.5 Web Site Access: Individual user ID's and passwords will be assigned to the AGENCY staff at no cost.

3.6 Web Site Features: The web site shall include but may not be limited to features identified in Exhibit "B" attached hereto and by this reference, made a part hereof.

#### **ARTICLE IV – ADDITIONAL SERVICES**

4. 1 Other Collections: COMPANY shall charge a percent of payments, as shown in "Schedule of Fees" attached hereto as Exhibit "A" and by this reference made a part hereof, that are collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations; those for which the State Department of Motor Vehicles have been placed on a registration hold and/or dropped from the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.
- B. Citations with out-of-state license plates.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

4.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY's actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

4.3 Customer Service Features: The COMPANY shall provide, or make available, the features shown in Exhibit "B" attached hereto.

#### **ARTICLE V - GENERAL**

5.1 Public Inquiries: The COMPANY and/or AGENCY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

5.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY's prior approval.





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5.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

5.4 Books and Records: The COMPANY will be required to comply with Section 119.0701, Florida Statutes, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Clearwater.

5.5 Ownership: All reports, information, and data, including but not limited to computer tapes or discs, files, and tapes furnished or prepared by the COMPANY, (collectively the "Materials"), are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

5.6 Property of AGENCY: All documents, records, discs and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than ninety (90) days following notice to the COMPANY. The



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AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of the cost of copy and delivery of such tape from COMPANY's computer facilities to AGENCY's designated point of delivery, plus any open invoices.

5.7 Confidentiality: Pursuant to Florida Statute section 812.081(1)(c), "trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY's employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information that constitutes "trade secrets," as defined herein shall be marked in writing as "CONFIDENTIAL", so as to give notice of its confidential nature, when submitted to the AGENCY by COMPANY shall be retained by AGENCY, as required by chapter 119, Florida Statutes. The PUBLIC AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA that is related to its business and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure. The parties hereto realize that pursuant to Florida Statute Chapter 119, certain information or other written or electronic communication with AGENCY may be subject to public disclosures unless expressly exempt.

5.8 Consent for Disclosure: AGENCY shall retain all documents as required by chapter 119, Florida Statutes. If trade secret information is provided and such documents are marked "confidential," then the City shall exempt such documents from public access





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and make such documents confidential.

5.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services, pursuant to chapter 119, Florida Statutes. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

5.10 Storage for AGENCY:

- A. COMPANY agrees to store original citations, manually scanned or received electronically, on the network for a minimum of three (3) years. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

**ARTICLE VI - REPORTS**

6.1 Periodic Reports: COMPANY will submit reports to AGENCY daily and monthly. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:

- A. Report of revenue collected
- B. Report for parking citations issued
- C. A balanced summary report for issuing AGENCY providing the status of all parking citations for a given period
- D. Report for issuing AGENCY identifying registered vehicle owners with multiple outstanding parking citations.
- E. Report identifying the parking citations issued, location and violation by officer.

6.2 Annual Reports: Annually, COMPANY shall comply with existing state laws.

**ARTICLE VII – TERM OF CONTRACT AND COSTS**

7.1 Terms and Renewals: This Agreement shall be for three (3) years commencing on October 1, 2014 (herein “Effective Date”). Unless notice of termination, is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled



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term, this Agreement shall automatically renew for two (2) additional one (1) year periods. In conjunction with the automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY will have thirty (30) days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Conversion: Following the execution hereof and prior to the Effective Date (herein, "Conversion Period"), the COMPANY shall conduct due diligence necessary to be able to perform its obligations under this Agreement in full capacity as of the Effective Date. AGENCY shall provide any information, documents and data requested by COMPANY during the Conversion Period.

7.3 Cancellation: Upon a material breach or upon ninety (90) days written notice to the COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the AGENCY.

7.4 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the COMPANY for the performance of the services provided by the COMPANY under this Agreement.

7.5 Costs: Please see Fee Schedule attached hereto as Exhibit "A" for all associated costs.

7.6 Additional COMPANY Obligations Prior to Expiration/Termination: Prior to the termination or expiration hereof, the COMPANY shall coordinate with AGENCY and AGENCY's contractor(s) to assist in AGENCY's transition to use other resources for ticket citation and collections processing whether AGENCY chooses to use internal or contractual resources.

## **ARTICLE VIII – CLAIMS AND ACTIONS**

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY's performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within five (5) days, of said



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claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless Clauses:

- A. COMPANY agrees to indemnify, defend and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers or employees under this Agreement, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.
- B. To the extent permitted by Florida Statute 768.28, AGENCY agrees to indemnify, defend and hold harmless the COMPANY and its officers and employees against claims, demands, damages, costs and liabilities arising out of, or in connection with the performance by AGENCY or COMPANY or any of their officers or employees under this Agreement, excepting only loss, injury or damage caused solely by the negligent acts or omissions of COMPANY or any of its officers or employees. Nothing herein shall be construed as a waiver of any immunity from or limitation of liability AGENCY is entitled to under the doctrine of sovereign immunity.

## **ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS**

9.1 Subcontracting: COMPANY is authorized to engage subcontractors as permitted by law at COMPANY's own expense, subcontractors shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

## **ARTICLE X - INDEPENDENT COMPANY**

- 10.1 COMPANY's Relationship: COMPANY's relationship to the AGENCY in the performance of this Agreement is that of an independent contractor. Personnel performing services under this Agreement shall at all times be under COMPANY's exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and AGENCY shall not be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY and



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COMPANY hereby expressly waives any claim it might have to such rights.

#### **ARTICLE XI – INSURANCE**

The COMPANY shall, at its own cost and expense, acquire and maintain during the term with the AGENCY, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the AGENCY has the right to review the COMPANY's deductible or self-insured retention and require that it be reduced or eliminated.

Specifically, the COMPANY must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- A. **Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- B. **Commercial Automobile Liability Insurance** covered for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 combined single limit.
- C. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 each employee accident. \$100,000 each employee by disease and \$500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, and subcontractors, if any.
- D. In lieu of **Cyber Liability** insurance coverage, the Company agrees to be financially responsible in full to meet or exceed the notification and monitoring requirements under Florida Statute 817.5681, including any fines, penalties, additional labor cost, third-party reporting notification services and/or monitoring services, or other obligations as per the Statute.
- E. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the COMPANY with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy



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year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

- F. If the COMPANY is using its own property or the property of AGENCY in connection with the performance of its obligations under this Agreement, then **Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

#### **Other Insurance Provisions:**

- A. The AGENCY is to be specifically included as an "Additional Insured" on the Commercial Liability Insurance and Commercial Auto Liability, and named as a "Loss Payee" on COMPANY's Property Insurance policy.
- B. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), the COMPANY will furnish the AGENCY with a Certificate of Insurance evidencing the coverage set forth above and naming the AGENCY as an "Additional Insured". In addition when requested in writing from the AGENCY, COMPANY will provide the AGENCY with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:  
City of Clearwater  
Parking Manager  
P.O. Box 4748  
Clearwater, FL 33758-4748
- C. COMPANY shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- D. COMPANY's insurance as outlined above shall be primary and non-contributory coverage for COMPANY's negligence.
- E. COMPANY shall defend, indemnify, save and hold the AGENCY harmless from any and all claims, suites, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly including legal fees, court costs, or other legal expenses.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the AGENCY, and failure to request evidence of this insurance shall



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not be construed as a waiver of COMPANY's obligation to provide the insurance coverage as specified.

## **ARTICLE XII – ENTIRE AGREEMENT**

12.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

12.2 Law Applicable and Venue: This Agreement shall be construed in accordance with the Laws of the State of Florida. Venue for any dispute pertaining to this Agreement shall lie exclusively in Pinellas County, Florida, and if venue is impractical due to lack of court of competent jurisdiction, then a court in Hillsborough County, Florida shall have jurisdiction.

12.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:

AS TO THE AGENCY:

**PARKING MANAGER  
THE CITY OF CLEARWATER  
P.O. BOX 4748  
CLEARWATER, FLORIDA 33758-4748**

AS TO THE COMPANY:

**DATA TICKET, INC.  
A California Corporation  
4600 CAMPUS DRIVE, STE 200  
NEWPORT BEACH, CALIFORNIA 92660**





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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

**COMPANY:**  
**DATA TICKET, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

**AGENCY:**  
**CITY OF CLEARWATER, FLORIDA**

Countersigned:

\_\_\_\_\_  
George N. Cretekos, Mayor

By: \_\_\_\_\_  
William B. Horne, II, City Manager

Approved as to form:

\_\_\_\_\_  
Camilo A. Soto  
Assistant City Attorney

Attest:

\_\_\_\_\_  
Rosemarie Call  
City Clerk