

AGREEMENT FOR FALSE ALARM MANAGEMENT SERVICES

THIS CONTRACT FOR FALSE ALARM MANAGEMENT SERVICES (“Contract”) made and entered into on _____ (the “Effective Date”) by and between the City of North Miami (“CUSTOMER” or “CITY”), a Florida municipality, having offices at 776 N.E. 125 Street, North Miami, FL 33161, and CentralSquare Technologies, (“CST” or “CONTRACTOR”), a Delaware Limited Liability Company having offices at 1000 Business Center Drive, Lake Mary, Florida 32746, each, a “Party”, and together, the “Parties”.

WITNESSETH:

Whereas, the North Miami City Council has enacted ordinances related to alarm systems and false alarms titled as Ordinance No. 1379 of this date (“Alarm Ordinance”), as amended; and

Whereas, in its implementation of the Alarm Ordinance, CITY is authorized to engage a third-party CONTRACTOR to assist the CITY in the enforcement of the Alarm Ordinance; and

Whereas, the CITY issued a competitive Request for Proposals (“RFP”) #26-20-21 for False Alarm Administration Services for the CITY and based on the RFP evaluation selected CONTRACTOR as the most responsive vendor to this request; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf (“Software”), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR’s private expense for the commercial marketplace and is not in the public domain;

Whereas, CUSTOMER desires to engage the CONTRACTOR to provide the full-service false alarm management solution (“Services”) described in **Attachment A**; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the parties agree as follows:

1. Term.

The term of this Contract shall commence upon the date it is signed by both parties (the “Effective Date”) and shall continue for a period of three (3) years following the Effective Date, unless CITY or CONTRACTOR exercise contract termination as outlined in Section 17.. Following the Initial Term Period, the CITY shall have the right to exercise three (3) options to renew this Agreement for one (1) year-term periods, subject to Contractor’s acceptance and satisfactory performance of Services by Contractor.

2. Contract Documents and Order of Precedence.

The contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

- A. **Attachment A**, describes the Statement of Work to be provided by the CONTRACTOR and outlines the CITY's operational responsibilities, and **Attachment B**, Pricing and Payment Terms.
- B. Contractor's response to the RFP ("Proposal"), attached hereto by reference as **Attachment C**;
- C. City of North Miami **Request for Proposals 26-20-21 False Alarm Administration Services**, attached hereto by reference as Attachment D;
- D. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A; (3) Attachment B; (4) Attachment C; (5) Attachment D.

3. Alarm Management Statement of Work.

- A. The CONTRACTOR shall provide the False Alarm Management Services described in **Attachment A - False Alarm Management Services Statement of Work**.
- B. The False Alarm Management Services shall assist CITY in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of CITY's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to CITY of timely false alarm information, all as more specifically described in **Attachment A - False Alarm Management Services Statement of Work**.

4. Software License.

CITY shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the False Alarm Management Services described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by CITY to access its false alarm information.

5. Duration of the Software License.

CITY shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides False Alarm Management Services to CITY and/or licenses the Software in accordance with the Termination provisions in this Contract. This license shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, CITY's license rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B**.

6. Modification of the Software.

- A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and CITY's computer systems required to import or export data in order to implement the Software as described in Attachment A.

B. CITY shall retain a nonexclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the parties in writing prior to any such additional use.

7. Protecting Confidential and Proprietary Information.

The proprietary information of both parties, CONTRACTOR and CITY, is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the CITY is a government body subject to compliance with Florida Public Records laws.

Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR, except as required by law.

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

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to CITY on a timely basis in a Microsoft Excel electronic file format.

8. Reproduction and Copyright.

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

B. CITY may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on CITY single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. Limitations on the Use of the Software.

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

10. Notices of Intellectual Property Rights.

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

11. Payment.

CITY shall pay the CONTRACTOR for the Services described, in accordance with **Attachment B** ("Payment Terms").

12. Collection of Fines.

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees from the third-party collection organization on behalf of the CITY.

13. Confidentiality of CITY False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the False Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of CITY. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify CITY and give CITY an opportunity to object to the disclosure.

In the event CITY objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it, to the extent provided by law, for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

14. CITY Responsibilities.

A. CITY shall cooperate with and assist the CONTRACTOR by providing management decisions affecting startup or provision of the False Alarm Management Services within ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and CITY at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve program target milestones.

The Implementation Plan shall be agreed to in writing by both parties and upon execution by both parties shall be incorporated into this Contract by reference. If factors beyond the

CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

B. CITY shall provide the CONTRACTOR with Computer Aided Dispatch (CAD) alarm incident records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

15. CITY Alarm Administrator.

To facilitate effective communication between CITY and the CONTRACTOR, and in accordance with the Alarm Ordinance, CITY shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by CITY. The Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

16. Resolution of Disputes

- A. Exclusive Dispute Resolution Mechanism. The parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.
- B. Good Faith Negotiations. The parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute at either CST or the Service Provider's location. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each party (or employees of equivalent or superior position).
- C. Escalation to Mediation. If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation hereunder.
- D. Mediation. Subject to the provisions below, the parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- E. Confidential Mediation. The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

- F. Litigation or Arbitration as a Final Resort. If the parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either party may commence binding arbitration in accordance with the provisions of regarding Choice of Law and Arbitration.
- G. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.
- H. Arbitration Procedure. Parties agree arbitration must be commenced by delivering a notice of arbitration to the other party. The Notice must set out the nature of the claim(s), and the relief requested. Within 30 days of the receipt of the notice, the receiving party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the parties hereto. The parties agree that judgment may be entered upon the award by any court having jurisdiction.

17. Termination.

- A. *For Convenience.* Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination.
- B. *For Cause.* Either party may terminate this Contract for cause if the other party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either party (Non-performing party), the other (Claimant) party shall provide thirty (30) days prior written notice to the non-performing party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing party to the reasonable satisfaction of the Claimant, the Claimant may terminate this Contract after a thirty (30) day written cure notice to the Non-performing party.

18. Rights upon Termination.

- A. If CITY terminates this Contract or if the CONTRACTOR terminates for cause, CITY, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any False Alarm Management Services fees and civil penalties for Ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on CITY's behalf.

B. In the event that either party terminates this agreement, the CONTRACTOR agrees that all data collected under this agreement is part of CITY's permanent record and that all data, including historical records under the required retention time will be provided to CITY in an agreed upon data format within thirty (30) days of the termination date.

19. Indemnification.

A. The CONTRACTOR shall indemnify, hold harmless, and defend CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of CITY or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance requirements described in Section 22 and shall survive the termination of this Contract.

B. In the event that a claim is made against the CONTRACTOR, which arises out of the negligence or willful misconduct of CITY or any of CITY's employees, CITY shall indemnify the CONTRACTOR to the extent CITY is liable and authorized to do so under the law.

C. Any party seeking indemnification shall promptly notify the other party of its discovery of any matter-giving rise to a claim of indemnity. For each individual claim, the indemnifying party shall have no obligation to the other or to any third party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both parties.

20. Patent infringement.

The CONTRACTOR shall indemnify CITY, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against CITY to the extent that any such action is predicated on the use of CONTRACTOR's software, during the term of this Contract. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance and shall survive termination of this contract

21. Limitation of Liability.

LIMITED LIABILITY OF CONTRACTOR. WITH THE EXCEPTION OF LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED, OR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT UNDER SECTION 20, CONTRACTOR'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES COLLECTED IN CONNECTION WITH THIS AGREEMENT FOR THE PREVIOUS 12 MONTHS.

EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF USE, DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS

INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

BASIS OF THE BARGAIN. CITY ACKNOWLEDGES THAT CONTRACTOR HAS AGREED TO THE REVENUE SHARING STRUCTURE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to CITY for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent CONTRACTORS, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits.

The CONTRACTOR agrees that it shall add CITY, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract.

Before any work is initiated and before any invoices are paid for work performed under this Contract, the CONTRACTOR shall provide written proof of compliance with the above insurance requirements by delivering to:

City of North Miami
Risk Management Department
776 NE 125 Street
North Miami, FL 33065

A copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

23. Assignment.

This Contract shall not be assigned to any third party without prior written consent, which may be withheld in the sole and absolute discretion of either party. A change in ownership of the

CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. Attorney's Fees.

Should the parties or either of them employ an attorney to enforce by litigation in a court of competent jurisdiction, any of the contract provisions because of a disputed matter arising under this Contract, to assert damages for the breach of the Contract, or in order to obtain injunctive relief, then the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and any expenses expended or incurred.

25. Notices.

Wherever under this Contract one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand or when mailed, by United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the CONTRACTOR:

CentralSquare Technologies
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Legal Department

In the case of CITY:

City of North Miami
Attention: City Manager
776 N.E. 125 Street
North Miami, FL 33161

With a copy to:

City of North Miami
Attention: City Attorney
776 N.E. 125 Street
North Miami, FL 33161

26. Governing Law.

The substantive laws of the State of Florida shall govern this Contract without regard to the law of conflicts. Venue shall be in the appropriate court of Miami-Dade County, Florida. Such actions shall neither be commenced in nor removed to federal court.

27. Severability.

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

28. No Waiver.

The failure by any party to exercise any right stated in this Contract shall not be deemed a waiver of the right.

29. Complete Agreement.

This Contract when signed by both parties sets forth the entire understanding of the parties as to its subject matter, conditions and obligations and may not be modified except by further written agreement.

30. Independent Contractors.

In performing the work under this Contract, the CONTRACTOR acts as an independent CONTRACTOR and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The CONTRACTOR, as an independent CONTRACTOR, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the CONTRACTOR are not and shall not become employees, agents or servants of CITY because of the performance of any work by or under the performance of this Contract.

31. Cooperative Purchases.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

CentralSquare Technologies, a Delaware limited liability company

Corporate Secretary:

"CONTRACTOR"

DocuSigned by:
Barry Medintz
By: 3EE5CC45504B4EE

DocuSigned by:
Dan Maier
By: E4124F28B4F5410... 8/13/2021

Print Name:

Print Name:

Barry Medintz

Dan Maier

ATTEST:

City of North Miami, a Florida municipal corporation: **"CITY"**

By: _____
Vanessa Joseph, Esq.
City Clerk

By: _____
Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jeff P. H. Cazeau
City Attorney

ATTACHMENT A
FALSE ALARM MANAGEMENT SERVICES
STATEMENT OF WORK

A. Summary

This CryWolf False Alarm Management Services Statement of Work (SOW) is a joint effort between CentralSquare Technologies (“CST” or CONTRACTOR”) and City of North Miami (“CUSTOMER” or “CITY”). This document outlines and describes the alarm program management services for the CITY Code Compliance Department to be provided, proposed project plan, deliverables, and the tasks required by both CONTRACTOR and CITY personnel. If a service is not described in this document, then it will not be provided within the scope of this project.

A.1 Alarm Management Services Overview

Our alarm services team will administer CITY’s alarm program in accordance with CITY’s Alarm Ordinance.

- **Secure access online to adaptable reports:** CONTRACTOR will provide authorized CITY staff with direct inquiry and report generation capabilities via real-time, encrypted, Web-based connection to alarm management information. This approach is currently used by many CONTRACTOR clients and provides CITY flexible, secure, and timely access to information.
- **Recording of Program Telephone Calls:** CONTRACTOR call center process is designed to ensure the highest quality customer service including accurate, courteous, and consistent communications with CITY citizens and businesses. In support of these objectives, CONTRACTOR employs a communications appliance integrated into our telephone system to record incoming customer calls. Using this device, digital copies of incoming citizen and business telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations. This process helps ensure the highest level of customer service.
- **Extensive Language Support:** CONTRACTOR utilizes a Language Service to provide extensive language support. This same service is used successfully by thousands of public safety organizations nationwide. Accordingly, CONTRACTOR can provide language support for 175 spoken languages and provide an array of communication choices for the hearing-impaired including Email, Text relay, Video relay and TTY formats.
- **Dedicated mailing address and toll-free citizen support line:** Our alarm management process is designed to reliably separate the CITY correspondence and calls we receive from the activity of other alarm programs we administer to ensure high-quality and personalized service to CITY’s citizens and businesses. Our support line is available Monday through Friday, except Federal Holidays, 9am to 5pm local time.
- **Alarm program remittance lockbox:** Our approach to processing payments is designed to ensure fast, reliable, and secure payment processing. We will establish a dedicated, program account at a FDIC-insured, commercial bank lockbox facility for all mail-in

payments. This approach ensures GAAP-recommended separation of duties ensuring that the same personnel which generate invoices do not also process invoice payments—our staff does not handle program funds.

- **Internet-based payment of invoices:** CONTRACTOR will process false alarm payments made over the Web. Alarm holders can “Pay-by-Web” directly into a dedicated CITY alarm program website which we will host so that citizens can pay individual alarm invoices, or the full balance owed at any time, day or night.
- **Enhanced Alarm Data Security:** Alarm response services require the collection, maintenance, and communication of sensitive and highly confidential data about alarm locations. Understandably, businesses, citizens, security alarm companies, and city officials are concerned with unauthorized access to this information. CONTRACTOR has the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data. CONTRACTOR provides encrypted (Certified TSL) data transfer for all web functions.

CONTRACTOR operates its own data servers and does not store any CITY data in subcontracted, public “clouds” where security policies are established by third-parties, data access is not properly restricted, and databases are co-mingled with other non-public safety customers.

- **Extensive Adjudication and Hearing Support:** Our service offering contains a fully integrated hearing and appeal system that allows the adjudication of any action for any account. CryWolf generates various reports that document and support all billing, noticing, and status change decisions.
- **Proven Collection Techniques:** With half a million false alarm charges processed annually, CONTRACTOR has extensive experience in violations processing and generate collection notices at 30, 60, 90 and 120 day intervals. At the direction of the CITY, we will also engage a third-party collections agency to recover delinquent collections.
- **Comprehensive Public Awareness Campaign:** We will work with CITY to design a comprehensive public information campaign to ensure the highest degree of compliance and public support by providing samples, templates, and consultation to assist the CITY in executing an effective education campaign.
- **Document Control and Mail Verification Software (DCMVS):** CONTRACTOR uses the latest Document Control and Mail Verification Software to interface with the United States Postal Service to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The process assists to identify, verify, and correct invalid addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years. DCMVS also automates document integrity, processing, and security. Utilizing DCMVS creates faster turnaround of invoices, correspondence, and registrations, while assisting in locating people for collections.
- **24/7 Dispatch and Mobile Officer Inquiry of Alarm Site Information:** CONTRACTOR offers a unique capability for dispatch operators and mobile officers to query the alarm database 24/7 via computer or smart phones. Returned information can include alarm status, e.g. suspended response; alarm system contacts (names and phone numbers); false alarm history; and site condition information, e.g. senior in building, hazardous materials or

guns stored on premises. This information access promotes better officer and public safety.

- **Furnish and maintain all supplies:** CONTRACTOR provides all computer hardware, furniture, equipment, and software necessary to install and operate the system at our processing facilities. False alarm processing will be performed at our fully equipped and staffed facilities in Lake Mary, Florida. This facility is currently used to administer alarm programs in cities and counties coast to coast. CONTRACTOR will also provide all necessary forms, supplies, postage, and mailing materials to administer the alarm program at CONTRACTOR facilities.

A.1.1 Alarm Program Website and Payment Portal

CONTRACTOR will provide a fully interactive, secure Alarm Program website that can be accessed by a link on CITY's website. Our secure, online access allows alarm users to update their alarm information without waiting to speak with a Customer Service Representative. This online service is available on a 24/7 basis.

This website allows alarm users to review their registration status, update contact information, renew permits, make payments, and provides alarm training, education and information regarding the CITY's ordinance. The web-based registration may be used by both alarm users and alarm companies (to register their alarm users). The CITY Alarm Program website can provide citizens and businesses continuing alarm education by presenting false alarm reduction information and providing access to an online Alarm Awareness Class (Alarm School). The online information can include:

- Alarm Ordinance
- Appeal process
- Registration & reinstatement requirements
- False alarm fee structure
- Tips on How to Reduce False Alarms
- Frequently Asked Questions
- Law Enforcement response guidelines
- Alarm School

The CITY's Alarm Administrator will also be provided secure online access to make changes to mailing addresses, phone numbers and contact information for alarm users and alarm companies, as required. This website also provides authorized CITY staff secure online access to detailed alarm account information and histories, supporting documentation, financial and alarm activity reports, and real-time hearing and appeals decision-making. This online service is available on a 24/7 basis.

Web-based payment of invoices: False alarm payments can be made through the online Alarm Program payment portal. Alarm holders can pay online directly using our dedicated CITY alarm program website which CONTRACTOR will host so that citizens can pay individual alarm invoices, or the full balance owed at any time, day or night. On-line payment processing is performed by our third-party, PCI-compliant online payment process company.

A.1.2 CITY CAD to CryWolf Alarm Incident Data Transfer:

This project includes a data transfer interface between CryWolf and CITY's Tyler Technologies (New World) CAD system. This interface will transfer alarm incident data from CAD to the CryWolf system for daily processing of false alarms. This process is automated, using scheduled data transfers during off-peak hours to our secure FTP site for processing and does not require CITY resources to operate.

CITY will extract a data file from the Tyler Technologies (New World) CAD system, of CITY's current false alarm data to files that can be read by the CryWolf database utilizing the CryWolf prescribed formats (Refer to Exhibit 1). CryWolf can accommodate various methods of data transfer including simple flat files; e.g., comma delimited, fixed length, Excel, and web service (XML) formats. CryWolf supports more than 30 alarm incident data fields.

Any cost required by Tyler Technologies for the purchase, license, implementation or support of this data extraction interface is CITY's responsibility and is not included in this Scope of Work.

A.2 CONTRACTOR Tasks to Support the Alarm Program

1. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
2. Register, renew and invoice alarm system registrations in accordance with the Ordinance. Registrations and renewals may be processed by mail, telephone, or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;
3. Import daily into the CONTRACTOR's CryWolf alarm billing system, alarm incident data (in formats prescribed by CONTRACTOR) extracted by the CITY from the CITY CAD system;
4. Create and host a dedicated, secure (TSL encrypted) CITY Alarm Program website for CITY citizens and businesses to obtain false alarm reduction educational information, review alarm ordinance and appeal requirements, access and update alarm account information, and pay alarm fees online if preferred. This website may be linked by the CITY to the CITY website if desired;
5. Initialize, maintain, secure and back-up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. CONTRACTOR will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the CONTRACTOR software;
6. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by CONTRACTOR;
7. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. All correspondences will be sent by mail or email based on the alarm user's accepted contact method(s);
8. Provide and host an Alarm Program website for public and CITY access. This website can be accessed by link to the CITY's website and allows alarm users to review their registration status, update contact information, renew permits, make online payments, and provides alarm training, education, and alarm program information as provided by the CITY.
9. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established for the CITY;

10. Process fee / penalty payments mailed to and deposited in a bank lockbox and account opened by CONTRACTOR at either Bank of America or Wells Fargo. Payments received from other payment channels, e.g. online, as agreed on by CONTRACTOR and the CITY, will be deposited in bank account and payments applied to alarm accounts;
11. Support alarm hearings and appeals by notifying the 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;
12. Provide and maintain computer equipment, software and furniture at CONTRACTOR's Program processing facilities;
13. Provide the CITY secure (TSL encrypted), online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf and the designated bank, and agreed on between the CITY and CONTRACTOR; and,
14. Perform special collection functions as directed and authorized by the CITY such as retaining a third-party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

A.3 CITY Tasks to Support the Alarm Program

1. Appointing a CITY Alarm Administrator ("Administrator") and backup administrator who will be the primary points of contact between CONTRACTOR and CITY. The Administrator(s) is responsible for overseeing CONTRACTOR's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via CONTRACTOR provided online access;
2. Approving or obtaining CITY approval of policies, procedures and materials used by CONTRACTOR in operating the Program, such as clarifications of Alarm Ordinance provisions, preferred responses to standard public telephone inquiries, and routine correspondence format and content;
3. Approving content and format of letters authorizing alarm businesses to provide their alarm user customer data electronically to the program;
4. Monitoring program progress and performance. This will include using our secure internet administrative website to access false alarm processing data and reports. It will also include status meetings with CONTRACTOR, generating management reports from CryWolf, and keeping other CITY managers informed;
5. Working with CONTRACTOR to resolve, on a timely basis, any program policy or procedural issue that can adversely affect the program, the program's efficient and effective operation, or CITY.
6. Requesting or supporting CONTRACTOR's requests of Alarm Companies, as needed, to provide alarm system information;
7. Administering the Hearing and Appeals process to include: Confirming hearing dates for written appeals submitted by alarm users to CryWolf Processing staff; participating as the Program's representative in the hearings; and documenting hearing results and ensuring that the results are provided to CryWolf processing staff to update the database.

8. Documenting and communicating false alarms, and deciding to suspend or limit response, as required by the alarm ordinance.
9. Responding to alarm service calls, determining whether calls are false alarms, providing any on-scene communications of alarm related information to alarm users, and for documenting alarm related information within the CAD system;
10. Extracting false alarm call incident data from the CITY CAD System and transferring this data electronically to CONTRACTOR (via CONTRACTOR's FTP site). The data extraction format will be provided by CONTRACTOR and CONTRACTOR will provide the CITY a routine for automating the daily transfer of alarm incident files to CONTRACTOR;
11. Working with CONTRACTOR to develop a process to ensure that alarm user registration suspensions and revocations receive adequate CITY oversight and approval prior to CITY action, e.g. verified response status.
12. Executing the CITYs Alarm Program public awareness / education program.

A.4 Implementation Plan

The following sections provide an overview of the Implementation Plan for the CITY False Alarm Management Services project. The services will be provided directly and managed by CONTRACTOR. CONTRACTOR assumes full responsibility for all deliverables that CONTRACTOR provides and will be the single point of contact for CITY.

A.4.1 Implementation Tasks

An experienced alarm services team under the direction of our proposed Project Manager will install, configure and maintain the False Alarm Management Services program in accordance with CITY's requirements and CITY's Alarm Ordinance.

The major tasks of our proposed implementation plan are as follows:

- Contract and Project Plan
 - Complete contract paperwork
 - Finalize project startup plan and schedule
- Establish Initial Alarm Database
 - Contact alarm companies and obtain their alarm customer location data
 - Obtain alarm location data from citizens via the Alarm Program Website
- Establish Alarm Program Website
 - CITY/CONTRACTOR review alarm program website template
 - CONTRACTOR develops draft website information, e.g. ordinance, appeal guidelines, tips to reduce false alarms, frequently asked questions (FAQ), online alarm school
 - CONTRACTOR integrates and tests online payment processing
 - CITY reviews and approves final program website and links site to main CITY website
 - CONTRACTOR tests and implements final program website
- Establish the Program Payment Processes

- CONTRACTOR establishes bank lockbox and alarm program bank account.
- CONTRACTOR engages online payment processor
- CITY/CONTRACTOR establish delinquent collection process
- CITY/CONTRACTOR establish walk-in payment process, if required, and controls
- CITY/CONTRACTOR establish business rules e.g. reconciliation procedures, acceptable check payee information, returned checks, excess payments, etc.
- CITY/CONTRACTOR establish appeal process and acceptable waiver rationale
- CITY/CONTRACTOR establish payment reconciliation and revenue share schedule.
- Configure CAD Interfaces
 - CITY/CONTRACTOR review interface methodologies
 - CITY/CONTRACTOR test interfaces
 - Crossover to live CAD data transfer
- Establish Administrative Processes
 - CONTRACTOR completes program staffing, as necessary
 - CITY/CONTRACTOR review ordinance provisions and interpretations
 - CONTRACTOR develops program operating procedures and telephone scripts
 - CONTRACTOR prepares draft program correspondence, forms and invoice formats
 - CITY edits and approves correspondence, forms and invoice formats
 - CITY/CONTRACTOR develop public relations plan, e.g. press releases, public service announcements, etc.
 - CITY/CONTRACTOR reviews and approves geo- (address) validation process
 - CITY/CONTRACTOR tests and implements geo-validation process
- Test and Crossover to Live Operation
 - CITY/CONTRACTOR conduct end-to-end program test
 - Crossover to CONTRACTOR program administration
- Live Operation
 - Add/update registration
 - Process daily false alarm activations
 - Generate and transmit required alarm notices and invoices
 - Begin payment processing and management reporting

A.4.2 System Testing Plan

CONTRACTOR will also perform additional tests to ensure full system requirements are met including;

- Create required letter formats
- Enter all required location types
- Enter alarm count, letter selection and charge matrix
- Enter initial test alarm call information
- Generate test letters and invoices

- Review program progress and results with the CITY Alarm Program Administrator

ATTACHMENT B PRICING AND PAYMENT TERMS

B. Revenue-Share Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein.

The CONTRACTOR's Revenue Share is twenty-five percent (25%).

B.1 Revenue-Share Provisions

1. The following amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:
 - Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY;
 - All necessary bank fees charged by the bank lockbox including overdraft protection, fraud protection and other reasonable charges necessary to protect funds in the lockbox;
 - Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates); and
 - Third-party credit card processing charges, if any.

In this approach, CONTRACTOR and CITY share the objectives of reducing bank, credit card and mailing costs. These costs can be easily reduced by emailing instead of mailing correspondence, encouraging online payments to avoid bank lockbox fees, and establishing convenience fees for online payments to offset credit card fees. As the entity in control of the lockbox, CONTRACTOR will take all reasonable and necessary steps to protect the deposited funds from waste or loss.

2. Any certified mail requirements will be billed separately on a monthly basis and will be paid directly from the CITY's portion of the revenue-share.
3. **CAD Interface:** CONTRACTOR will provide the interface between the CITY's CAD and the CryWolf database as described in the Attachment A: Statement of Work.
4. If CITY fails to provide false alarm incidents in a timely manner, as described in Attachment A.1.2, causing the bank lockbox account to have a negative balance, CITY is responsible for any penalties incurred for a negative balance or insufficient funds.

B.2 Revenue Share Assumptions

The revenue share percentages are based on several assumptions over which the CONTRACTOR has little or no control. If CITY causes any of the following assumptions to fail, CONTRACTOR shall have the right to renegotiate the Revenue Share.

1. The Ordinance fee and fine schedules remain at levels equal to or greater than at the

Contract effective date;

2. The CITY adopts a fair, but firm approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 5% annually; and
3. The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

B.3 Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

1. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited, as soon as practical, in a False Alarm Bank Account ("False Alarm Account") to be established at a commercial bank;
2. CITY and CONTRACTOR agree to maintain a positive balance of available funds ("Minimum Balance") at all times in the False Alarm Account;
3. At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY's approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:
 - a. With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 25% of the revenue collected during the preceding month, shall be transferred to a bank and account authorized by CONTRACTOR; and,
 - b. The remaining balance of the revenue collected during the preceding month of no less than 75%, shall be transferred to a bank and CITY account specified by CITY.
4. At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and to CITY on the same prorata basis, e.g. 25% and 75% respectively. In addition, Contractor will continue to collect payments from the lockbox and record such payments for the CITY on an Excel spreadsheet which will be provided to the CITY on a weekly basis for 90 days. At the end of each month, for the 90-day period, Contractor will reconcile the bank statement and spreadsheet of payments after termination date and CONTRACTOR shall share those payments collected in the lockbox with the CITY and be compensated at 25% for those 90 days of payments collected after termination date.

B.3.1 Delinquent Account Terms

The parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of Florida law be added to the delinquent amounts owed by alarm system users or be borne by the parties on a pro-rata basis by deducting the third-party collection fees from the gross third party collections before the revenue shares are calculated.

EXHIBIT 1 - CAD to CryWolf Data File Transfer Specifications

CryWolf database can except data from a CAD or RMS system that can export, or have extracted, false alarm data in a format the CryWolf can read. These formats include ASCII text (flat file) where the data fields are delimited (separated) by commas, fixed lengths, or "pipe" characters; XML (web services); or MS Excel, CSV, SQL.

- All the data will be read as string from the file.
- CryWolf does not dictate the order of the fields in the text file.
- CryWolf only mandates a few fields (indicated below), but including as many fields as possible, in the extracted false alarm CAD file, is the best approach.
- All others can be included to simplify the work of the False Alarm Unit administrator.

It is recommended that the CAD extraction routine export daily alarm incident data, at a set time each day as specified by the agency. The extracted data will be in the form of a comma- or fixed- length separated, ASCII text file (or other format see above) and will be transferred to a Month/Year- designated folder. This folder will be at a specific network directory location that is accessible by both CAD (or RMS) and CryWolf. This file will include the date in its name, so that it can be easily selected by the agency's CryWolf system operators for import and processing by CryWolf. The data fields in the CAD (or RMS) extracted file will be specified by agency. At a minimum the data fields will include a unique incident number, incident date, street address, suite or apartment if possible, and false alarm clearance code. The maximum number of fields will be limited by the data CryWolf currently maintains as described in table 1.1 of this document.

Mandatory Fields:

Case No	must be unique for each alarm incident
Incident Date	must be in some standard format (mm/dd/yy, mm/dd/yyyy, etc)
Incident Address	such as '123 MAIN ST'
Apartment/Suite	if applicable

The date is stored as a date, but the text string (01/01/01, 01/21/2001, etc.) in the text file is read and then converted as the field is loaded on the screen.

The next fields are used when the program is run in 'interactive' mode, where the program determines whether to charge or not, which assists in processing false alarms faster., the next four fields should be included, if possible.

Desired Fields

- | | |
|-------------------|--|
| Dispatch Code | any code used by the CAD system to tell the type of call |
| Clearance Code | any clearance code usually given by the officer to the dispatcher indicating whether this was a real crime, a false alarm, nothing found, etc. |
| Dispatch Comments | what the dispatcher types in usually what is relayed to him/her about the call. ('motion detector going off in back room', 'owner enroute', etc) |
| Officer Comments | whatever the officer says to the the dispatcher that is typed into the narrative area of the CAD ('nothing found', 'building checked secure', etc) |

All other fields are optional.

A complete list of data fields is shown in Table 1.1

Table 1.1 - List of CryWolf “Call For Service” fields.

FieldName	Type	Size	Description
CaseNo	Text	50	Must be unique for every call
CADAlarmNo	Text	50	If the CAD record includes the Reg #
AlarmType	Text	50	Type of alarm call (fire, holdup, etc)
MonitoredBy	Text	50	CryWolf determines this value
FullAddress	Text	100	Incident address '123 MAIN ST'
Apt	Text	10	Apartment/Suite if applicable
IncidentDate	Date/Time		Actual Date of Incident
TimeReceived	Text	30	Time call received
TimeDispatched	Text	30	Time call dispatched
TimeOnScene	Text	30	Time first officer on scene
TimeCleared	Text	30	Time call is cleared
DispatcherInfo	Text	250	Any dispatcher info (ID, Name, etc)
CallTakerInfo	Text	250	Any Call Taker Info (ID, Name, etc)
OfficerID	Text	30	ID/Name of primary unit
UnitsAssigned	Text	250	List of multiple units if desired
DispatchCode	Text	50	The Call Type
ClearanceCode	Text	50	Final clearance code Must indicate if alarm is 'false' or an actual crime.
BeatNo	Text	50	The Beat/District/Area etc of the call
CADName	Text	250	The CAD 'Common Place Name' Name of the Business or
DisptchComments	Text	AnySize	Comments entered by the Dispatcher
OfcrComments	Text	AnySize	Officer comments (check secure, nothing found, etc)
Extra1	Text	250	Other field of your choice (optional)
Extra2	Text	250	Other field of your choice (optional)
Extra3	Text	250	Other field of your choice (optional)
Extra4	Text	250	Other field of your choice (optional)
Extra5	Text	250	Other field of your choice (optional)
Extra6	Text	250	Other field of your choice (optional)
Extra7	Text	250	Other field of your choice (optional)
Extra8	Text	250	Other field of your choice (optional)
DateEntered	Date/Time		Set by CryWolf
AlarmNo	Text	50	Set by CryWolf