

## AGREEMENT

**THIS AGREEMENT**, (“Agreement”) is made and entered into on the 25<sup>TH</sup> day of NOVEMBER 2019 (“Effective Date”), by and between a PMAM Corporation (“Contractor”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the City desires for Contractor to administer a full-service solution for the City’s false alarm process identified in Sections 20-225 through 20-234 of the City of St. Petersburg City Code (“False Alarm Program”); and

**WHEREAS**, Contractor desires to provide such services to the City in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) for the City in full and complete accordance with this Agreement. Appendix A is attached to this Agreement and made a part hereof. Without limiting the generality of the foregoing, Contractor shall provide a full-service solution for alarm registration, billing, collection, and customer service for the City’s False Alarm Program.
2. **Agreement Components.**
  - A. The agreement components are this Agreement, Appendix A to this Agreement, the attached CSP BPA FORM or CSP CPA FORM, as applicable (“BPA/CPA Form”), and the following documents, which are made a part hereof by reference (“Other Documents”):
    - (i) City’s Request for Proposal dated July 15, 2019 (“Document 1”)
    - (ii) PMAM’s response to Clarifications dated September 11, 2019 (“Document 2”)
    - (iii) PMAM’s proposal dated August 13, 2019 (“Document 3”)
  - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the BPA/CPA Form, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).
3. **Term.** The initial Term of this Agreement shall commence on the Effective Date, and

3. **Term.** The initial Term of this Agreement shall commence on the Effective Date, and terminate three years thereafter, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) two (2)-year period at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to “Term” shall include the initial Term and all renewal Terms.

4. **Revenue Sharing and Reimbursement.**

A. **Revenue Sharing.** Contractor will retain an amount equal to fifteen percent (15%) of the revenues from all fees, fines, and penalties collected from the City’s False Alarm Program, including: (i) alarm permit and renewal fees; (ii) false alarms violation fee above a mandated limit; (iii) reinstatement fees; (iv) late fee for false alarms, permit fees, and renewal fees; and (v) other charges imposed by the City under the City’s False Alarm Program (except for criminal penalties) (collectively, “False Alarm Fees”). On a monthly basis within fifteen (15) days after the end of each calendar month during the Term, Contractor shall (i) calculate and retain Contractor’s share of revenues and (ii) remit the remaining balance of False Alarm Fees to the City.

B. **Reimbursement.** In addition to the percentage of revenues retained by Contractor in accordance with paragraph 4.A., Contractor may, after providing the City with supporting documentation for such expenses, retain from the False Alarm Fees collected the following out-of-pocket expenses incurred by Contractor: (i) any bank charges incurred in connection with the Scope of Services rendered hereunder; (ii) postage; and (iii) \$25 processing fee for each refund check processed by Contractor.

C. **Changes to the City’s False Alarm Program.** In the event the City makes any changes to the schedule of fees and fines set forth in the City’s False Alarm Program during the Term, the Parties may mutually agree on an adjustment to the method of calculating revenue sharing. If the Parties are unable to mutually agree to an adjustment to the method of calculating revenue sharing after such a change, Contractor may terminate this Agreement by providing the City with thirty (30) days’ written notice of such termination.

5. **Indemnification.**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- (i) The breach of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
- (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or
- (iii) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors; or
- (iv) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, or subcontractors; or
- (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

6. **Limitation of Liability.** Except for Contractor's obligations set forth in paragraph 5 of this Agreement, in no event will Contractor be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of services hereunder, whether or not Contractor had any knowledge that such damages might be incurred.

7. **Insurance.**

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
- (ii) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
- (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each

accident, \$100,000 per employee, and \$500,000 for all diseases.

- B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.
  - C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
  - D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.
  - E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.
  - F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

**CITY:**

City of St. Petersburg  
Procurement and Supply Management Department  
P. O. Box 2842  
St. Petersburg, FL 33731  
Phone: 727-893-7027  
Attention: Louis Moore

**CONTRACTOR:**

PMAM Corporation  
5430 LBJ Freeway, Suite 370  
Dallas, TX 75240  
Attn: David Moss, President and CEO

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such

determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.
12. **Termination.**
  - A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor; provided, however, that in the event the City terminates for convenience during the first twelve months after Contractor begins retaining its share of revenues under this Agreement, the City will pay a pro-rata portion of Contractor's start-up costs of \$24,000 i.e., \$2,000 per month during that twelve month period). As an example, and by way of illustration only, if the City terminates the Agreement for convenience with the effective date of termination being halfway through the eighth month after the date Contractor begins retaining its share of revenues under this Agreement, the amount due to Contractor to cover start-up costs would be \$7,000 (3.5 months remaining in the twelve-month period @ \$2,000 per month).
  - B. The City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of ninety (90) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Contractor with notice of default or an opportunity to cure, if the City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
  - C. The City may terminate this Agreement as provided in Florida Statute section 287.135.
  - D. Termination of this Agreement shall act as a termination of the BPA/CPA Form and the Other Documents.
  - E. In the event this Agreement is terminated for any reason, Contractor may continue to retain its share of revenues earned on accounts receivable billed prior to the effective date of termination and collected within ninety (90) days thereafter.
13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement.

Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
16. **Compliance with Laws.** Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.
17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.
20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client list.
21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any

legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

26. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by

delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

28. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
29. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
30. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.
31. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
32. **Contract Adjustments.**
  - A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.
  - B. There shall be no increase in the Services Pricing or the Maximum Annual Price on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
  - C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

- D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Services Pricing or the Maximum Annual Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.
33. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.
34. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
35. **Confidentiality.**
- A. Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Contractor acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide Contractor prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and

the court decisions construing same. By designating information as Confidential Information, Contractor agrees to indemnify and hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging Contractor's claim. Contractor shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Contractor is bound by this Agreement.

- B. "Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date is or becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. No representations, expressed or implied, are being made through the disclosure of Confidential Information.

**36. Public Records.**

- A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and

maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

- B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, [CITY.CLERK@STPETE.ORG](mailto:CITY.CLERK@STPETE.ORG), OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
- C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BANK)**

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

**PMAM CORPORATION:**

By: [Signature]  
Print: Pankaj Kumar  
Title: Chief Executive Officer

**WITNESSES**

By: [Signature]  
Print: James David Moss  
By: [Signature]  
Print: Megan Huovinen

**CITY OF ST. PETERSBURG, FLORIDA: ATTEST**

By: [Signature]  
Louis Moore, FNIGP, CPPO, Director  
Procurement & Supply Management



[Signature], Acting Clerk  
City Clerk (Designée)

Provisions of Contract Approved: [Signature]

By: [Signature]  
Print: DAVID DICKENSON  
Project Manager

Approved as to Form and Content:

[Signature]  
City Attorney (Designee)

00480913

(Acknowledgment of Contractor)

State of TEXAS )  
County of DALLAS ) ss:  
City of DALLAS )

The foregoing Agreement was acknowledged before me this 11 day of November, 2019, by Bankaj Kumar, Chief Executive Officer (Name and Title) of PM PM Corporation ("Company"), on behalf of the Company. He/She is personally known to me or has produced personally known, as identification and appeared before me at the time of notarization.

Bankaj Kumar warrants that he/she is authorized by the Company to execute the foregoing Agreement.



NOTARY PUBLIC:

PRERNA I. RATTI

My commission expires: 09/24/2023

## **Appendix A Scope of Service**

### **1. Intent**

Contractor is responsible for administering a full-service solution for the City's alarm process including, but not limited to: database development and management, registration of alarm systems, alarm tracking, billing, collection and accounting services for registration fees and false alarm fees, correspondence with citizens and businesses regarding false alarms and other services as directed by the City, in accordance with Section 20-225 located in Chapter 20, Article VI, Division 2 of the St. Petersburg City Code.

Contractor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary to administer the City's false alarm billing and collection services.

### **2. Contractor Responsibilities**

At a minimum, Contractor shall provide and meet the following responsibilities:

- a. Contractor shall provide a single point of contact (Account Manager) to administer the Agreement
- b. Contractor shall maintain Minimum Qualifications as stated in bid for the term of Agreement
- c. Contractor shall provide the full-service solution as intended herein.

### **3. City's Responsibilities**

At a minimum, City shall provide and meet the following responsibilities:

- a. City shall provide a single point of contact (City Project Manager) to administer the Agreement.
- b. City Project Manager shall assist with planning, strategy and objectives prior to performance of the Work.
- c. City Project Manager shall promptly respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.
- d. The City Project Manager shall schedule an initial inspection and review of false alarm billing and collection services after implementation of the full-service solution. The inspection and review may be scheduled over multiple days if necessary. Pre-existing deficiencies, as well as expectations and clarifications discussed during the inspection and review shall be noted in writing by the City Project Manager. City Project Manager will schedule a meeting with Contractor to review, discuss and resolve all deficiencies. Notice of final resolution of all deficiencies shall be issued in writing and signed by Contractor and City Project Manager, after which the Contractor shall assume full responsibility for performance.

4. **FULL-SERVICE SOLUTION:** Contractor shall, in accordance with the City's applicable ordinance(s) regarding alarms, be responsible for implementing and providing all aspects of the false alarm services including, but not limited to:
- a. Provide customer service, by email and toll-free telephone, to answer general and specific questions;
  - b. Process new applications for alarm users by mail and/or online portal;
  - c. Process annual renewal applications by mail and/or online portal;
  - d. Maintain records of alarm users operating in the City;
  - e. Extract records that indicate locations of false alarms;
  - f. Monitor, track, notify, invoice, collect and report on false alarm occurrences;
  - g. Justify which false alarms are billable, the rate at which each alarm is billable, and total amount of fee to be levied for each location;
  - h. Issue bills daily to alarm users along with documentation of the delinquent addresses and billable amounts for each address;
  - i. Provide 24/7 access to information from a web browser or mobile device;
  - j. Provide integration with the City's CAD system, with full transparency and accountability;
  - k. Collect fees from alarm users for the City and report to the City the amount of fees collected, including documentation of each transaction, in accordance with item r. below;
  - l. Identify and provide City-approved notice to alarm users that are delinquent by 30 days;
  - m. Process those alarms user accounts that are delinquent by 60 days with applicable City late fee and attempt to collect on such accounts;
  - n. Direct citizen complaints about lack of service to an alarm address to appropriate St. Petersburg Police Department contact;
  - o. Respond to miscellaneous citizen complaints concerning the false alarm billing collection and related services;
  - p. Provide for first appeal tier service of citizen requests for review of fees and/or fines;
  - q. Provide for and acknowledge City's rights as final arbiter of citizen appeals at secondary appeal tier;
  - r. Provide gross monthly payments to the City, along with an invoice for services rendered, based upon negotiated split on collected fees for payment by City to Vendor within 30 days of receipt;

- s. Provide monthly financial reports to include: Income and expense, adjustments, and accounts receivable;
- t. Provide an annual audit to the City that demonstrates the complete accounting of funds received, funds retained by the contractor, and funds paid to the City;
- u. Perform other related responsibilities to ensure proper administration of the program in its entirety;
- v. Be the point of contact for all contacts with alarm users, notwithstanding those covered under Item q above;
- w. Coordinate with the City's Police Department designee to conduct a public information campaign, prior to the start of services, that will inform the public of the changes in service and highlight that first responders' responses to false alarm are a costly waste of taxpayer money and a major public safety concern because false alarms divert police officers from real emergencies and delay the response time for more critical calls.

**5. Account Management**

Contractor shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account manager or contact information. Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

**6. Summary of Total Service Charges and Fees**

Contractor shall furnish the Procurement and Supply Management Department, when requested, a detailed summary of purchases, charges and fees in electronic spreadsheet format. The summary shall include an itemized description of products and services delivered and dollar amount and quantity of each. Failure to provide this information within five (5) business days following the request may result in Contractor being found in default.

**7. Implementation Services**

The Contractor must be able to provide an operations full-service solution and provide training to City personnel within 60 days after receipt of a signed agreement from the City, unless otherwise agreed between the Contractor and the City in writing. The Contractor will offer one or more experienced Installation Specialist(s) to test and set up the system and train City personnel in field unit and system operations.

**8. Maintenance Schedule**

Contractor shall provide services during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding city holidays. Contractor shall schedule dates and times

for providing services with the City Project Manager. Contractor shall perform monthly services within thirty (30) calendar days of the last service.

**9. Training and Support**

Contractor shall provide support during implementation and at any time during the Term of Agreement within one business day of request by the City. The City shall have the final authority in determining satisfactory completion of implementation. Contractor shall provide support and maintenance services during the Term of Agreement, to include, but not be limited to changes and enhancements. Contractor shall provide a toll-free telephone hot line during business hours of 8:00 a.m. through 8:00 p.m., ET Monday through Sunday, excluding holidays, for System support to assist City personnel in problem determination and resolution.

**10. Non-Performance**

- a. If Contractor is found in non-performance per the Agreement requirements and responsibilities, and/or fails to satisfactorily remedy or cure non-performance, the City Project Manager will file a vendor complaint report with the Procurement Department. The Procurement Department will notify the Contractor in writing. Contractor shall reply in writing within ten (10) business days with detailed corrective action to remedy the non-performance, including Completion Deadline date and time. Follow-up or call-back work to correct such non-performance shall be solely at Contractor's expense.
- b. City Project Manager shall conduct inspection immediately after Completion Deadline and advise the Procurement Department in writing regarding satisfactory resolution or of any remaining deficiencies.
- c. If Contractor fails to remedy or cure deficiencies identified in a vendor complaint report by the Completion Deadline, the City may deduct the costs from payment of Contractor invoices to obtain service elsewhere.
- d. In the event the Contractor consistently fails to perform per the Agreement requirements, the City may terminate agreement with cause and Contractor may be removed from the bidder's list for up to a three-year period.

**11. Transition Requirements**

Prior to the expiration of the Agreement, Contractor shall work with the City to ensure there is no interruption or reduction of service if the Contractor is required to end its services to the City for any reason. If a new contractor is awarded after expiration of this Agreement, if the City decides to resume performing the services in-house, or if the Agreement is terminated early for any reason, Contractor shall coordinate and cooperate with the newly selected contractor, as well as with the City, to minimize any disruptions in the services provided and to transfer and convert all claim information to the new contractor or the City. This includes forwarding mail including electronic mail received on

the City's claims within one business day of receipt.

Online reporting capabilities shall remain operational for thirty (30) days after the expiration or earlier termination of the Agreement.