PM AM
Around the world
Around the clock

# SERVICES AGREEMENT
# ALARM PROGRAM ADMINISTRATION AND COLLECTION SERVICES

This Contract for Alarm Program Administration and Collection Services (the "**Agreement**") is made and entered into in **Dallas County, Texas** by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PM AM**") and City of **Oregon City**, **Oregon** whose address is **320 Warner Milne Road, Oregon City,  OR  97045** (the "**City**")  to be effective upon the date of execution of this Agreement by City Manager or City's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

### Recitals

WHEREAS, City desires to engage the services of PM AM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with City's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

### Article 1
### Scope of Services

1.1     The parties agree that PM AM shall perform the Services in accordance with the terms and conditions of City's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits**,** which are incorporated herein and made a part hereof by this reference thereto:

> Scope of Work and Contract Requirements – Exhibit A
> Pricing and Receipt of Collections - Exhibit B
> City's Standard Conditions to Personal Services Agreement - Exhibit B-1

This Agreement is the Personal Services Agreement referred to in Exhibit B-1 hereto. In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, (iii) Exhibit B and (iv) Exhibit B-1, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

### Article 2
### Terms of Agreement

2.1     The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the '**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof.  Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day of the calendar month for which

PM AM commences billing for its Services to City hereunder following the installation of the False Alarm Management Program.

**2.2**    PM AM shall receive compensation, including authorized reimbursements including reimbursement for any City fees paid by PM AM to City to permit PM AM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model.  In order to facilitate the sharing of revenues as set forth in Exhibit "B" hereto, the City authorizes PM AM to open a P.O. Box and bank account on the City's behalf.  Withdrawals from such account shall be controlled by the City, and any such withdrawals be made only by signatories designated by the City.

**2.3**    At any time during the term of this Agreement, City may request that PM AM perform Special Services for additional compensation to be agreed upon by City and PM AM prior to the performance of any Special Services by PM AM. As used herein, Special Services means any work which is determined by City to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PM AM agrees to perform. If City and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after providing notice to the City of the amount of any additional compensation and receiving the authorization from City.

**2.4**    City acknowledges and agrees that PM AM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PM AM and the other government agency may be negotiated between PM AM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PM AM, and other agency requirements. PM AM acknowledges and agrees that City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.

**Article 3**
**PM AM Responsibilities**

**3.1**    Subject to the limitations hereinafter set forth, PM AM agrees to and shall defend, indemnify and hold harmless City, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PM AM, or any subcontractor of PM AM. Lack of insurance coverage does not negate PM AM's obligation under this paragraph of this Agreement.

**3.2**    At all times during the term of this Agreement, PM AM shall be an independent PM AM and shall not be an employee of City. City shall not have the right to control the means, methods, sequences or other techniques by which PM AM accomplishes services rendered pursuant to this Agreement.

**3.3**    Notwithstanding any other obligation of PM AM hereunder, in no event shall PM AM 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 or Special Services hereunder, whether or not PM AM had any knowledge that such damages might be incurred.

**3.4** If PM AM is required to indemnify City hereunder, PM AM may assume the defense of City with counsel reasonably acceptable to City at the expense of PM AM. In addition, City may engage its own counsel to participate in any defense in any such proceeding at City's expense.

## Article 4
## City's Responsibility

**4.1** City shall cooperate with and assist PM AM by, among other things, making available, as reasonably requested by PM AM, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by PM AM to carry out its obligation under this agreement.

## Article 5
## Insurance Requirements

**5.1** PM AM shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. PM AM shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by City, nor shall PM AM allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. PM AM, at PM AM's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

    **5.1.1** Comprehensive or Commercial General Liability: $500,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by City.

    **5.1.2** Automobile Liability: $500,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

    **5.1.3** Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of $100,000 for each accident, $500,000 policy limit- Disease. The insurer shall agree to waive all rights of subrogation against City, its officials, employees and volunteers for losses arising from the activities under this Agreement.

**5. 2** All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.

**5.3** City shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If PM AM, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement.

**5.4** Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to City, or

in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to City not later than ten (10) days following cancellation.

**5.5**     Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.

**5.6**     Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to City's Purchasing Department.

## Article 6
## Termination of Agreement

**6.1**     Grounds for Termination

    **6.1.1**     City shall inform in writing to PM AM, if PM AM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PM AM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PM AM fail to remedy the problem within ninety (90) days, City may terminate this Agreement.

    **6.1.2**     PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines and charges, then PM AM reserves the express right to enter into good faith negotiations with City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PM AM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PM AM under this Agreement, PM AM shall be paid all fees and costs due and owing PM AM as of the date of said termination.

    **6.1.3**     PM AM may terminate this Agreement upon written notice to City if City misuses or attempts to appropriate the proprietary software of PM AM.

**6.2**     Effect of Termination

    **6.2.1**     If this Agreement is terminated as provided herein, City may require PM AM to provide all finished and/or unfinished data and other information of any kind possessed by PM AM in connection with the performance of Services under this Agreement. PM AM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event City shall terminate this Agreement:

        **6.2.1a**     All data relating to alarm permits shall be owned by City. Upon termination of this Agreement, PM AM shall promptly deliver to City all data in MS-SQL format.

        **6.2.1b.**     PM AM retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. City does not acquire any ownership rights to the Application software. The Software is protected in favor of PM AM, as well as any future registered trademarks, are trademarks of PM AM.

**6.2.1c**.      The proprietary software is considered loaned to City during the duration of this Agreement as laid out in this Agreement and City will not have any access to PM AM's proprietary software after the conclusion of the Agreement.

**6.2.1d.**      City shall pay PM AM all fees and costs due and owing PM AM as of the date of said termination.

**6.2.1e.**      The provisions of this Section shall survive the termination of this Agreement.

## Article 7
### Confidentiality of Information

**7.1**      At all times, PM AM shall recognize City's sole and exclusive ownership of all information provided by City, and the sole and exclusive right and jurisdiction of City to control the use of this information. Similarly, City recognizes that the proprietary software described in Section 6.2.1c. above is owned by PM AM and City has no rights or claim thereto.

**7.2**      Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform  its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law.

**7.3**      Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or  removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.

**7.4**      PM AM agrees to return any and all data furnished and information derived hereunder promptly upon a request by City and its authorized designee.

## Article 8
### General Provisions

**8.1**      This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.

**8.2**      Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PM AM may assign this Agreement to its successor without consent by City by giving written notice to City. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**8.3**      This Agreement shall be governed by the laws of the State in which the City is located without regard to its rules pertaining to conflict of laws, and venue for any action concerning this Agreement shall be in the county in which the City is located.

**8.4**     This Agreement may be amended by the mutual written agreement of the parties.

**8.5**     In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**8.6**     Any notice required or permitted to be delivered hereunder may be sent solely by certified first class mail, return receipt requested, or nationally recognized overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

City of Oregon City, Oregon:     City of Oregon City
                                 City Manager
                                 320 Warner Milne Road
                                 Oregon City, Oregon 97045

PM AM:                           PMAM Corporation
                                 Attn: Mr. Pankaj Kumar, President
                                 5430 LBJ Freeway, Suite 370
                                 Dallas, TX 75240

**8.7**     This Agreement may be signed in counterparts, each of which shall constitute an original.

**(Signature Page Follows on Next Page)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

_____ day of _____ in the year 2019.


City of Oregon City, OR                          PMAM Corporation


By:      _____      By:      _____

Name:   _____,               PANKAJ KUMAR,

Title:   _____               Chief Executive Officer




Attest:                                          Attest:

By:      _____      By:      _____

Name:   _____      Name:   _____

Title:   _____      Title:   _____

**Exhibit A**
**Scope of Work and Requirements**

<u>Scope of Work:</u>

It will be PM AM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. PM AM shall accurately convert all pertinent data downloaded from City's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PM AM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance

2. Maintenance of databases:

   a. Alarm permits

   b. Permit Holders

   c. Permit Holders with outstanding charges

   d. Non-permitted locations with outstanding charges

   e. Address verification database

3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by City

4. Performance of all the billing in accordance with City's alarm ordinance, as may be amended from time to time by City

5. Generation of the following reports including but not limited to:

   a. New alarm permits issued and fees collected

   b. Annual permit renewals billed and fees collected

   c. Permits inactivated or revoked and reason for inactivation or revocation

   d. Permits reinstated and reason for reinstatement

   e. Number of false burglar alarms

   f. Number of false burglar alarms billed and fees collected

   g. Number of false robbery alarms

   h. Number of false robbery alarms billed and fees collected

   i. Number of reinstatement fees billed and fees collected

   j. False burglary and/or robbery alarms for permit owners

   k. False burglary and/or robbery alarms for non-permitted owners

   l. Suspension or revocation Report for permit holders as per ordinance, if applicable

6. System functionality to capture the following information:

    a. Permit number

    b. Permit issue date

    c. Permit expiration date

    d. Permit type (residential / commercial)

    e. Name of business or residential permit holder

    f. Site
- 1) Street address and zip code of property
- 2) Type of property (residential / commercial)
- 3) Telephone numbers
- 4) Contact persons (minimum of 2) and phone number(s)
- 5) Type of alarm system installed (burglary, panic, robbery)

    g. Billing
- 1) Name
- 2) Full mailing address (includes zip code)
- 3) Contact person and phone number(s)

    h. Permit Holder Responsible for Alarm
- 1) Name
- 2) Complete mailing address
- 3) Phone numbers

    i. Name and telephone number of alarm monitoring company

    j. Name and telephone number of company that installed the alarm system

    k. Special Medical Concerns

    l. Pet Information

7. System functionality to generate notices to alarm users without permits

8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
- 1) Permit number (or non-permitted identifier)
- 2) Name of permit holder
- 3) Location of permit holder
- 4) Permit status
- 5) Expiration date
- 6) Last false alarm incident date and time
- 7) Alarm type (i.e., burglar, panic, etc.)
- 8) False alarm incident count

9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
- 1) Incident number
- 2) Priority
- 3) Call code
- 4) Disposition
- 5) Date
- 6) Time:

        (a)    Received

        (b)    Dispatched

        (c)    Arrived

        (d)    Cleared

7)    Remarks

8)    Site name and address

9)    Reportee name, address, phone number

10)    Dispatcher- employee number and terminal

11)    Phone clerk - employee number and terminal

12)    Cleared code and disposition (true/false)

13)    Officer number

14)    Unit(s) assigned

**Collection requirements and provisions:**

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for City Alarm Program Administration and Collection Service. PM AM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1.    Bill format will provide stub or appropriate remittance form to accompany payment.

2.    Bill format, permit forms, envelopes and related correspondence will identify the location of a PM AM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.

3.    All bills, correspondence and related matters will be approved by City.

4.    Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.

5.    Records of bills will be retained by PM AM to apply to Account Receivable system (A/R) to be maintained by PM AM.

6.    PM AM will develop an A/R file, which City will have access to review at any time.

7.    System functionality for City to print a bill for customers wishing to make payments at the walk in cashier location(s) of City and to provide on-line information to PM AM regarding such payments so that PM AM can maintain A/R file.

8.    PM AM will provide the ability for customer to pay on-line, by mail and via walk-in cashier.

9.    Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by PM AM, unless and until City directs that such payments be directed to a lock box address established by City.

10.    PM AM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.

11.    PM AM will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12.    Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PM AM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PM AM with the prior written consent of City or its designee, or (ii)

City or its designee or agent upon written notice to PM AM.

**Processing:**

PM AM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

**PM AM's Obligation**:

In addition to the above, PM AM shall:

1.  Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.

2.  Supply City with an interface document describing the type, size, location, and medium of transfer from City RMS.

3.  Defer to City regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of City regarding a specified alarm call.

4.  When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all   report searches, shall allow for multiple parameters.

**Training**

1.  PM AM shall provide training for City and Police employees. Training shall be conducted in several sessions on an as needed basis.

**System Coordination**

1.  PM AM shall coordinate with City's Finance Department, Information Services and City Police Department to develop a system that will allow walk-in payments under the Agreement.

2.  PM AM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PM AM will make best efforts to restore service within seventy-two (72) hours

3.  PM AM under this Agreement shall establish and provide public education, awareness and information regarding City's Alarm Management Program.

**City Licensing Fees**

1.  City acknowledges and agrees that PM AM shall be exempt from any applicable City license fees in performing its services hereunder.

**Exhibit "B"**
**Pricing and Receipt of Collections**

This is a revenue sharing contract. PM AM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to City for the total of the actual revenues generated and collected for City during the life of this Agreement including all adjustments for:

- a.  Alarm permit and renewal fees;
- b.  False alarms violation fee above a mandated limit;
- c.  Reinstatement fees;
- d.  Late fee for false alarms, permit fees and renewal fees
- e.  Other charges imposed by City in relation to City's
- f.  Alarm Program Management and Collection Services
     (Except for criminal penalties).

| City of Oregon City | PM AM Corporation |
|:---:|:---:|
| 70% | 30% |

The City and PM AM shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges incurred in connection with the Services rendered under this Agreement by PM AM shall be paid by the program before the foregoing split of fees.

In addition, City shall reimburse PM AM for its out-of-pocket postage expenses incurred by PM AM in performing its services to City hereunder promptly upon receipt of an invoice from PM AM for such postage expense. At the election of PM AM, PM AM may submit an invoice to City for such postage expense and deduct and offset such amount from the percentage amount to City hereunder.

PM AM will pay all paper stock, educational materials, equipment (including hardware, hosting charges, and software), tools, personnel, utilities, etc. that are required for administering the false alarm billing and tracking program on behalf of the City.

PM AM reserves the right to renegotiate this pricing should City change the fee schedule for the false alarm ordinance.

City acknowledges that PM AM is installing the Program at no cost to the City. Consequently, in the event City terminates this Agreement within 12 months from the Effective Date for any reason other than the failure of PM AM to perform its Services hereunder that has not been cured by PM AM within 30 days of receipt of written notice of the problem, PM AM shall be entitled to receive, and City shall pay to PM AM, the fees that PM AM would have received hereunder for a period of 12 months less the number of months, if any, that PM AM was paid its fees hereunder prior to the termination of this Agreement (the "**Guaranteed Period**"). If this Agreement is terminated after the Contract Implementation Date, the amount of the fees to be paid to PM AM shall be the average of the monthly fees retained by PM AM prior to termination of this Agreement multiplied by the number of months remaining in the Guaranteed Period. If this Agreement is terminated prior to the Contract Implementation Date, the amount of fees to be paid to PM AM shall be the amount of the fees projected by the parties to be retained by PM AM during the Guaranteed Period at the time this Agreement was executed. The amount of any fees payable to PM AM

pursuant to the provisions of this paragraph shall be paid by City upon termination this Agreement unless the parties agree to have such amount paid in equal monthly installments over an agreed period of time. The provisions of this paragraph shall survive the termination of this Agreement.

The share of the revenues payable to PM AM and City in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PM AM in accordance with the terms of this Agreement.