

## CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

**THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES** ("Contract") made and entered into this 8<sup>th</sup> day of December, by and between the **Town of Miami Lakes, Florida**, a municipal corporation of the State of Florida, 6601 Main Street, Suite 208, Miami Lakes, Florida 33014 ("MIAMI LAKES" or "TOWN") and **Public Safety Corporation**, ("CONTRACTOR"), a corporation of the State of Florida with its principal administrative offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602.

### WITNESSETH:

**Whereas**, the Town of Miami Lakes enacted an ordinance related to alarm systems and false alarms titled Section 21-276 – "Town of Miami Lakes Burglar Alarm Ordinance" ("Alarm Ordinance"), and

**Whereas**, the goal of MIAMI LAKES is to encourage more responsible use of alarm systems and to reduce the number of false alarms to which public safety officers must respond by accurately tracking false alarm instances and assessing fees and penalties as required by the Alarm Ordinance; and

**Whereas**, in its implementation of the Alarm Ordinance, MIAMI LAKES is authorized to engage a third-party CONTRACTOR to assist the TOWN in the enforcement of the Alarm Ordinance so that persons and organizations that use alarm systems can be held accountable for false alarms through a system of fees and penalties; 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; and

**Whereas**, MIAMI LAKES desires to engage the CONTRACTOR to provide the full service false alarm solution ("Services") described in Attachment A; and

**Whereas**, the CONTRACTOR desires to accept such engagement.

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**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 initial term, the Town shall have the option to renew this Agreement, for two additional terms of one (1) year each.

Should the Town not elect to renew the Agreement the Agreement shall continue for an additional ninety (90) to allow for transfer of the data and the close-out of any contractual requirements.

## 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 Scope of Services to be provided by the CONTRACTOR and the TOWN's operational responsibilities, Attachment B, Payment Terms and Attachment C, procedure and fee terms and Town of Miami Lakes' False Burglar Alarms Procedures.

B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A; (3) Attachment B and (4) Attachment C.

## 3. **Alarm Management Scope of Services.**

A. The CONTRACTOR shall provide the Alarm Management Services described in **Attachment A - Alarm Management Services**.

B. The Alarm Management Services shall assist MIAMI LAKES 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 MIAMI LAKES' 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 MIAMI LAKES of timely false alarm information, all as more specifically described in **Attachment A - Alarm Management Services**.

## 4. **Software license.**

MIAMI LAKES shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the 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 MIAMI LAKES to access its false alarm information.

## 5. **Duration of the Software License.**

MIAMI LAKES shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Alarm Management Services to MIAMI LAKES 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, MIAMI LAKES' 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 MIAMI LAKES' computer systems required to import or export data in order to implement the Software.

B. MIAMI LAKES 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 MIAMI LAKES 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 TOWN 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 TOWN 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 MIAMI LAKES' permanent records and files and preserved therein for a period in accordance with Florida Statutes Chapter 119, Public Records Law.

All alarm related data maintained by the CONTRACTOR shall remain the property of the TOWN. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to MIAMI LAKES on a timely basis in a mutually acceptable, 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. MIAMI LAKES 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. MIAMI LAKES may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on MIAMI LAKES 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.**

MIAMI LAKES 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.**

MIAMI LAKES 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.**

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

#### **12. Collection of Fines.**

The TOWN shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinance and at the direction of the Alarm Administrator. If the TOWN directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the TOWN 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 on behalf of the TOWN.

#### **13. Confidentiality of MIAMI LAKES False Alarm Data.**

Any false alarm collection data provided to the CONTRACTOR during the performance of the 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 MIAMI LAKES. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify MIAMI LAKES and give the TOWN an opportunity to object to the disclosure.

In the event MIAMI LAKES 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. MIAMI LAKES Responsibilities.**

A. MIAMI LAKES shall cooperate with and assist the CONTRACTOR by providing management decisions affecting the Alarm Management Services within ten (10) business days of receipt of CONTRACTOR's request for a decision.

B. MIAMI LAKES shall provide the CONTRACTOR with 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. MIAMI LAKES Alarm Administrator.**

To facilitate effective communication between MIAMI LAKES and the CONTRACTOR, and in accordance with the Alarm Ordinance, MIAMI LAKES 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 the behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by MIAMI LAKES. 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 CONTACTOR in a written format.

#### **16. Resolution of Disputes.**

A. *Mediation.* In the event of a dispute between the parties concerning any matter arising under this Contract, the parties shall proceed to good-faith non-binding mediation of the dispute. The mediation venue shall be Miami Lakes, Florida. The cost of mediation shall be shared equally.

#### **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 TOWN, 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. If the Contract is terminated by the CONTRACTOR, the CONTRACTOR shall provide an option for the TOWN to transition operation of the alarm program to TOWN facilities and staff using the CONTRACTOR's proprietary Software as described in Paragraph 18A.

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, or any extensions granted thereto, to the Non-performing party.

#### **18. Rights upon Termination.**

A. If the CONTRACTOR is entitled to terminate this Contract or the TOWN chooses not to continue the Contract for its convenience, the CONTRACTOR shall offer MIAMI LAKES an option, which must be exercised within sixty (60) calendar days after the Notice of Termination, to continue a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer MIAMI LAKES' Alarm Ordinance conditional on the payment of one-time transitional service and ongoing annual license, maintenance and support fees at the CONTRACTOR's then prevailing rates.

B. If MIAMI LAKES terminates this Contract or if the CONTRACTOR terminates for cause, MIAMI LAKES, 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 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 MIAMI LAKES' behalf.

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

#### **19. Indemnification.**

A. The CONTRACTOR shall indemnify, hold harmless, and defend MIAMI LAKES, 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 willful misconduct of MIAMI LAKES 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 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 MIAMI LAKES or any of MIAMI LAKES' employees acting within the scope of their employment, MIAMI LAKES shall indemnify the CONTRACTOR to the extent MIAMI LAKES 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 MIAMI LAKES, 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 MIAMI LAKES 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.**

In no event shall either Party be liable to the other for consequential, special, or incidental damages arising out of or relating to performance and nonperformance. This limitation shall apply regardless of the form of action, whether in contract or in tort, including negligence or misrepresentation.

## **22. Insurance.**

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to MIAMI LAKES 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 MIAMI LAKES, 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:

Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, FL 33014  
Attention: \_\_\_\_\_

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 and that the coverage will not be canceled or changed until thirty (30) days after written notice is given to the TOWN. 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. 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:

Public Safety Corporation  
103 Paul Mellon Court  
Waldorf, Maryland 20602  
Attention: Contract Administration

In the case of MIAMI LAKES:

Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, FL 33014  
Attention: \_\_\_\_\_

**25. 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.

**26. Severability.**

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

**27. No Waiver.**

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

**28. 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.

**29. 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 MIAMI LAKES because of the performance of any work by or under the performance of this Contract.



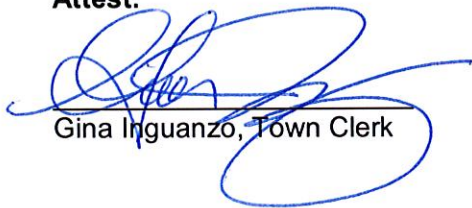
**30. Cooperative Purchases.**

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 TOWN will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

**WHEREAS**, the individuals representing the parties are both authorized and have executed this Contract effective as of on the date first written above.

**Miami Lakes, Florida**

**Attest:**

  
Gina Inguanzo, Town Clerk

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

**Public Safety Corporation**

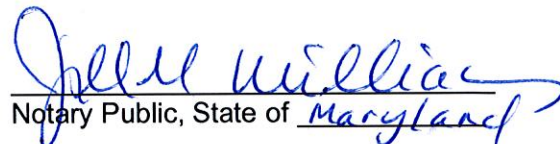
By:  \_\_\_\_\_  
[Authorized Signing Officer]

George R. Wilson - President  
[Name and Title - please print]

STATE OF Maryland  
COUNTY OF Charles

Sworn and subscribed before me this 30<sup>th</sup> day of November, 2014 by George R. Wilson as the President of Public Safety Corporation and who is personally known to me or produced \_\_\_\_\_ as identification and who did did not take an oath.

NOTARY SEAL:

  
Notary Public, State of Maryland

JILL M WILLIAMS  
NOTARY PUBLIC - STATE OF MARYLAND  
COUNTY OF CHARLES  
MY COMMISSION EXPIRES 09-05-2017  
ACTING IN THE COUNTY OF Charles

## ATTACHMENT A

### Scope of Services

#### Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of Public Safety Corporation ("PSC" or "CONTRACTOR"), and the Miami Lakes, Florida ("MIAMI LAKES" or "TOWN").

#### CONTRACTOR Responsibilities

##### PSC Responsibilities

1. At the beginning of the project, electronic conversion/import to PSC computer server(s) of any TOWN alarm program records required to support the proposed CONTRACTOR services. These records may contain historical TOWN alarm business, alarm system location, responsible party and other alarm data previously developed by or for MIAMI LAKES. CONTRACTOR shall obtain this data directly from MIAMI LAKES and relies on the TOWN for the accuracy and completeness of any such historical data;
2. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the TOWN Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
3. Register, renew and bill the registration of alarm systems in accordance with the Ordinance. Registrations and renewals may be processed by mail, telephone, electronically and / or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;
4. Import daily into the CONTRACTOR's CryWolf® alarm billing system, alarm incident data (in formats prescribed by PSC) extracted by the TOWN from the TOWN's CAD/911 System;
5. Create and host a dedicated, secure (SSL encrypted) MIAMI LAKES Alarm Program website for TOWN 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 TOWN to the TOWN website if desired;
6. 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. PSC will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the PSC software;
7. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by PSC;
8. 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. A warning notice will be sent to each alarm user on the occasion of the alarm user's first false alarm immediately preceding the first chargeable alarm incident. Warning

notices may be sent by mail, email or other electronic method based on the alarm user's accepted contact method(s);

9. Provide TOWN alarm users access to online information on false alarm reduction and Ordinance requirements to include an Online Alarm School.

10. Answer telephone inquiries from TOWN alarm users that are placed to a false alarm program toll-free customer service number established for the TOWN;

11. Process fee / penalty payments mailed to and deposited in a nearby TOWN-approved bank lockbox and account, and received from other payment channels, e.g. online, as agreed on by PSC and the TOWN, and apply these payments to alarm accounts;

12. Support alarm hearings and appeals by notifying the TOWN of any such appeals, providing a TOWN Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;

13. Provide and maintain computer equipment, software, mailing equipment and furniture at PSC's Program processing facilities;

14. Provide the TOWN secure (SSL 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® Alarm Management System and the designated Bank, and agreed on between the TOWN and PSC; and,

15. Perform special collection functions as directed and authorized by the TOWN such as retaining a third party collection agency or providing delinquent account information to other TOWN agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

PSC is responsible for all costs of carrying out these responsibilities including, but not limited to, the costs of staff, facilities, equipment, consumable supplies and first-class postage. Only third-party bank and credit card fees, third party collection costs (if any), e.g. collection agency fee, and citizen overpayments, if any, will be paid from gross collections before revenue sharing is applied.

### **MIAMI LAKES Responsibilities**

1. Appointing a TOWN Alarm Administrator ("Administrator") and backup administrator who will be the primary points of contact between PSC and the TOWN. The Administrator(s) is responsible for overseeing PSC's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via PSC provided online access;

2. Requesting or supporting PSC's requests of Alarm Companies, as needed, to provide alarm system information;

3. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users, and for entering any alarm related information within the TOWN's CAD/911 system;

4. Extracting false alarm call incident data from the CAD/911 System and transferring this data electronically to PSC (via PSC's FTP site). The data extraction format will be provided by PSC and PSC will provide the TOWN additional software for automating the daily transfer of alarm incident files to PSC;

5. Scheduling, conducting and making appeal decisions for any false alarm hearings;

6. Conducting any general public education programs on false alarms; and,

7. Transferring any and all financial information from the Program generated alarm reports to other MIAMI LAKES' financial systems, as needed.

The TOWN is responsible for all costs of carrying out the TOWN's responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

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**ATTACHMENT B  
PAYMENT TERMS**

1. Revenue Sharing 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, conversion, 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 will be calculated as follows:

**PROPOSED PSC GRADUATED REVENUE SHARING PERCENTAGE (%)**

Range of Collections Based on Annual Collection Periods	% Collections
0 - \$50,000	38%
\$50,001 - \$100,000	26%
\$100,001 and above	18%

**Bank fees, credit card fees (if any), and citizen overpayments (if any)** will be paid from gross collections before revenue sharing percentages are applied to net collections. The graduated percentages will be applied incrementally, e.g. \$125,000 in annual net collection fees would yield the following PSC revenue share: 38% of \$50,000 + 26% of \$50,000 + 18% of \$25,000, or a total of \$36,500; an average of **29.2% for PSC and 70.8% for the Town of Miami Lakes** in this example.

The only 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:

1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the TOWN;
2. Bank fees charged by the TOWN-approved lockbox bank;
3. Third-party credit card processing charges, if any.

Any certified mail requirements will be billed separately on a monthly basis and is not subject to the revenue share division.

The revenue share percentages are based on several assumptions over which the CONTRACTOR has little or no control:

- The Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract effective date;
- The TOWN adopts a fair, but firm approach to granting appeals. Appeals and TOWN waived charges are expected to reduce collections by no more than 5% annually; and
- The TOWN actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

### Revenue Share Payment Process

TOWN 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 mutually agreeable Commercial Bank;
2. TOWN 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 TOWN. Upon TOWN's approval, TOWN and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to TOWN 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 38% 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 62%, 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 TOWN on the same prorata basis, e.g. 38% and 62% respectively.
5. TOWN is a Florida public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore.

### 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 TOWN 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 and 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.

## **ATTACHMENT C**

### **Procedure and Fee Terms and Town of Miami Lakes' False Burglar Alarms Procedures**

#### **Billing, Collecting and Notice Process**

- (1) CryWolf will oversee the Town's burglar alarm registration, registration renewal process, billing and collection of registration-related fees, and the invoicing and collection of fees for billable false alarms up to but not including fees associated with or incurred by the citation process. Any fees paid in person to, or received by Town staff will be forwarded to the Miami Lakes False Alarm Program Lockbox for processing.
- (2) CryWolf will send a reconciliation report and pay the Town's fees according to the rates and terms in the Contract.
- (3) CryWolf will generate and email/mail false alarm warning notices for non-billable false alarms in accordance with the Town's alarm ordinance.
- (4) CryWolf will invoice the alarm user for any violation of alarm registration requirements. If user does not remit payment within thirty (30) days, CryWolf will notify the Town so that the Town can issue a citation to the registrant, property owner or alarm user, as applicable.
- (5) Alarm users shall receive a notice for the first three (3) false alarms in a renewal period (July 1 – June 30).
- (6) On the fourth (4) false alarm within a renewal period, CryWolf will invoice the registrant according to the Town's ordinance. CryWolf will notify the Town for any failures to pay on the fourth (4) and subsequent false alarms which will result in the issuance of a citation by the Town.
- (7) The citation and citation appeal process will be handled entirely by the Town via the Special Master process. Any fees associated with the citation process will be collected by the Town and are not subject to revenue sharing.
- (8) In the event a citation is required, CryWolf will prepare for the Town a PDF file which will list all dates and times of each of the four (4) and/or subsequent false alarms. In addition to the PDF, CryWolf shall prepare a packet that includes, at a minimum, copy of registration with payment confirmation, date of alleged false alarms, date of any other false alarms rendering the current one billable, any correspondence with resident or other documents or information maintained by CryWolf that may be applicable.

#### **Fee Terms**

- (1) CryWolf will only collect payments based on fines actually collected from false alarm invoices issued by CryWolf in accordance with the Town's alarm ordinance.
- (2) For citations upheld by a Special Master under the appeal process, CryWolf will only collect its payment based on the actual citation total and not for any additional cost, such as those that the Town may collect for a hearing and/or any further Special Master-related penalties assessed.
- (3) CryWolf will not receive any payments on citation or citations under appeal by a user until payment is collected by the Town.
- (4) Fees and costs associated with the citation and Special Master process will be collected by the Town. The Town will notify CryWolf upon collection of fees subject to revenue sharing. CryWolf will account for these funds according to the rates and terms in the Contract in the subsequent months ACH transfer to the Town.

Section 21-276 of the Town Code, the "Town of Miami Lakes Burglar Alarm Ordinance," is hereby incorporated into and made a part of this Agreement. Said ordinance is available at the following link: <http://miamilakes-fl.gov/pdfs/Ordinances/Ordinanc%2002-16.pdf>.