

RESOLUTION NO. 2019- 113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AGREEMENT BETWEEN THE CITY OF MARINA
AND PMAM FALSE ALARM MANAGEMENT SERVICES, OF DALLAS, TEXAS,
FOR USE OF THEIR FALSE ALARMS PROCESSING SERVICES, AUTHORIZE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND
AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the Marina Police and Fire Departments identified the need to retain a false alarm processing company as a lack of staff has made the processing of false alarm cards over burdensome and inefficient, and;

WHEREAS: Police and Fire Departments researched various false alarms management services to determine which company best fit the financial and false alarm processing needs of the City, and;

WHEREAS, Police and Fire Departments identified PMAM False Alarm Management Services as the company who meets the financial and false alarms card processing needs of the City, and;

WHEREAS, in-house processing of false alarm cards by the Police and Fire Department is not currently meeting the customer service needs of the public and is hampered by a lack of personnel to efficiently run the program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve agreement with PMAM False Alarms Management Services (“EXHIBIT A”) of Dallas, Texas, to provide a false alarm card processing services for the City, and;
2. Authorizes Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize City Manager to execute purchase agreement on behalf of City subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of November 2019 by the following vote:

AYES, COUNCIL MEMBERS: Berkley, Urrutia, O’Connell, Morton, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**CONTRACT FOR MANAGEMENT AND ADMINISTRATION
PROGRAM FOR SECURITY AND FIRE ALARM SYSTEMS
AND FOR COLLECTION OF PERMIT AND SERVICE FEES**

CITY OF MARINA AND PM AM CORPORATION

This Contract for Management and Administration Program for Security and Fire Alarm Systems and for Collection of Permit and Service Fees (the "**Agreement**") is made and entered into by and between PM AM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PM AM**") and the City of Marina, a California charter city (the "**City**") to be effective upon the date of execution of this Agreement by the City Manager or the City's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the 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 the City's Security and Fire Alarm Systems ordinance and 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 the City's Security and Fire Alarm Systems ordinance (Marina Municipal Code Title 8, Chapter 8.24) 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

In the event of a conflict in interpretation, the documents shall control in the following order: (i) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, 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 the City hereunder following the installation of the False Alarm Management Program.

- 2.2 PM AM shall receive compensation, including authorized reimbursements 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, the City may request that PM AM perform Special Services for additional compensation to be agreed upon in a prior writing between the 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 the 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 the City and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after receiving the written authorization from the City.
- 2.4 The 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 the City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.
- 2.5 City shall have the right to audit, make transcripts or copies of PM AM’s accounting practices and files relating to the Services provided to the City hereunder at any time during normal business hours. PM AM shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. PM AM shall allow inspection of all work, data, documents proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement.

Article 3 **PM AM’s Responsibilities**

- 3.1 Subject to the limitations hereinafter set forth, PM AM agrees to and shall indemnify and hold the City, its elected officials, employees, agents or representatives free and harmless from all claims, actions, damages and liabilities of any kind and nature arising from bodily injury, including death, or property damage, based or asserted upon any actual or alleged act or omission of PM AM, its employees, agents or subcontractors, relating to or in any way connected with the accomplishment of the work or performance of Services under this Agreement, unless the bodily injury or property damage was actually caused by the negligence or willful misconduct of the City, or its elected officials, employees, agents representatives. As part of the foregoing indemnity and subject to the

limitations hereinafter set forth, PM AM agrees to protect and defend at its own expense, including attorney's fees, the City its elected officials, employees, agents or representatives from any and all legal actions based upon such actual or alleged acts or omissions. PM AM hereby waives any and all rights to any types of express or implied indemnity against the City, its elected officials, employees, agents or representatives, with respect to third party claims against PM AM relating to or in any way connected with the accomplishment of the work or performance of Services under this Agreement.

- 3.2 At all times during the term of this Agreement, PM AM shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Contractor only insofar as the results of PM AM's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which PM AM accomplishes services rendered pursuant to this Agreement. Any additional personnel performing services under this Agreement on behalf of PM AM shall also not be employees of the City and shall at all times be under PM AMs exclusive direction and control. PM AM shall pay all wages, salaries and other amounts due its employees and such additional personnel in connection with their performance of services under this Agreement and as required by law. PM AM shall be responsible for all reports and obligations respecting its employees and such additional personnel including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance and workers' compensation insurance.
- 3.3 PM AM warrants that it possesses or shall obtain, and maintain, a business license pursuant to Title 5 of the City's Municipal Code, and any other licenses, permits, qualifications, insurance and approval of whatever nature that are legal required of PM AM to practice its business or profession.
- 3.4 PM AM shall be responsible for compliance with, and shall keep itself fully informed of, all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement,
- 3.5 Notwithstanding any other obligation of PM AM hereunder, in no event shall PM AM be liable for any indirect, 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.
- 3.6 If PM AM is required to indemnify the City hereunder, City shall promptly notify PM AM of a claim for indemnification hereunder and PM AM will assume the defense of the City with counsel reasonably acceptable to the City at the expense of PM AM. The City may engage its own counsel to participate in any defense in any such proceeding at the City's expense. PM AM shall not settle any such claim if such settlement (a) does not fully and unconditionally release the City from all liability relating thereto or (b) adversely impacts the exercise of the rights granted to the City under this Agreement, unless the City otherwise agrees in writing.
- 3.7 In its performance of this Agreement and in the hiring and recruiting of employees, PM AM shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law.
- 3.8 Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever

shall PM AM be liable for damages attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the sum of: (i) any insurance proceeds actually received by PM AM, or paid by PM AM's insurance carrier to the City, with respect to the claim for indemnification by the City hereunder, and (ii) the amount of fees actually retained by PM AM under this Agreement as its fee during the six (6) months immediately preceding the act or omission that generated PM AM's indemnification obligation hereunder; provided, however, the limitations on the indemnification obligations of PM AM set forth in this Section shall not apply to the obligation of PM AM to pay the City its share of the collected revenues as set forth in this Agreement.

Article 4

The City's Responsibility

- 4.1** The 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** At the current time, PM AM does not maintain any offices in the State in which the City is located, nor does PM AM maintain any employees in such State. All Services required to be performed by PM AM hereunder shall be performed by PM AM at its offices in the State of Texas or elsewhere outside the State of California in which the City is located.

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. In addition, PM AM shall not allow any subcontractor to commence work on any subcontract under this Agreement until it has provided evidence to the City that the subcontractor has secured all insurance required by this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause. The insurance coverage provided by PM AM shall be primary insurance as respects the City, its elected officials, employees, agents representatives, or if excess shall stand in an unbroken chain of coverage excess of PM AM's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its elected officials, employees, agents, representatives shall be excess of PM AM's insurance and shall not be called upon to contribute to it in any way. 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 the 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** Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage under this policy shall include those found in the Commercial General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the City.

- 5.1.2 Umbrella Liability. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on an indemnification basis, with defense costs payable as part of the policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than three million dollars (\$3,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

- 5.1.3 Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
- 5.1.4 Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$1,000,000 for each accident, \$1,000,000 policy limit- Disease. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Agreement. By its signature hereunder, PM AM certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing performance of services under this Agreement.
- 5.1.5 Professional Liability: PM AM shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five years following completion of the services under this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and shall be endorsed to include contractual liability.
- 5.1.6 PM AM shall report to the City, in addition to PM AM's insurer, any and all insurance claims submitted by PM AM in connection with the services 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 The City, its elected officials, employees, agents, representatives 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 and the 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 the City, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the 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 California.
- 5.6 Certificates of Insurance shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the City's Administration Department.

Article 6

Termination of Agreement

6.1 Grounds for Termination

- 6.1.1** City may terminate this Agreement at any time and without cause upon ninety (90) days written notification to PM AM, subject to the payment of the fee payable to PM AM for the Guaranteed Period as set forth in Exhibit "B: hereto, if applicable.
- 6.1.2** The 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, the City may terminate this Agreement.
- 6.1.3** PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to the 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 the City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to the 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.
- 6.1.4** PM AM may terminate this Agreement upon written notice to the City if the 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, the 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 the City shall terminate this Agreement:
- 6.2.1a** All data relating to alarm permits shall be owned by the City. Upon termination of this Agreement, PM AM shall promptly deliver to the 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. The 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 the City during the duration of this Agreement as laid out in this Agreement and the City will not have any access to PM AM's proprietary software after the conclusion of the Agreement.
- 6.2.1d. The City shall pay PM AM all undisputed 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 the City's sole and exclusive ownership of all information provided by the City, and the sole and exclusive right and jurisdiction of the City to control the use of this information. Similarly, the City recognizes that the proprietary software described in Section 6.2.1c. above is owned by PM AM and the 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. PM AM acknowledges that as a California public entity, the City has limited ability, governed by specific exemptions and privileges, to withhold documents. **City shall promptly inform PM AM if City receives a public records request under the California Public Records Act for information designated by PM AM as confidential so as to provide PM AM an opportunity to object within the time provided by the Public Records Act.**
- 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 the 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 PM AM without the prior written consent of the City; provided that PM AM may assign this Agreement to its successor without consent by the City by giving written notice to the City, provided no assignment shall release PM AM's successor of its obligation to perform all other obligations to be performed by PM AM hereunder for the term of this Agreement. 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 of California; and venue for any action concerning this Agreement shall be in Monterey County, California.
- 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 effect 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 by first class mail or 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 Marina, CA: City of Marina
 Attn: City Manager
 cc: Police Chief
 211 Hillcrest Avenue
 Marina, CA 93933

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

- 8.7** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the non prevailing party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions or provisions, hereof.
- 8.8** All remedies available to either party for one or more breaches by the other party are and shall be deemed to be cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.
- 8.9** This Agreement constitutes the entire agreement and the understanding between the parties, and supersedes any prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by all parties to this Agreement. The parties shall fully cooperate with each other and shall take

any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

8.10 PM AM has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

8.11 This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

8.12 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 _____.

City of Marina, CA

PMAM Corporation

By: _____
Name: Layne Long,
Title: City Manager

By: _____
PANKAJ KUMAR,
Chief Executive Officer

Date: _____

Date: _____

Attest:

Attest:

By: _____
Name: Anita Shepherd- Sharp
Title: Deputy City Clerk

By: _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

Exhibit A

Scope of Work and Requirements

Scope of Work:

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 the 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 the City
4. Performance of all the billing in accordance with the City's alarm ordinance, as may be amended from time to time by the 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 online and/or via magnetic media a skeleton version of entire registration database from FAMS system to the City's Records Management System (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:

PM AM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the 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 the 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 the City will have access to review at any time.
7. System functionality for the City to print a bill for customers wishing to make payments at the walk in cashier location(s) of the 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 the City directs that such payments be directed to a lock box address established by the 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 the City or its designee, or (ii) the 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 the City with an interface document describing the type, size, location, and medium of transfer from the City RMS.
3. Defer to the 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 the 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 the City and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. PM AM shall coordinate with the City's Finance Department, Information Services and the 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 the City's Alarm Management Program.

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 the City for the total of the actual revenues generated and collected for the 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 the City in relation to the City's
- f. Alarm Program Management and Collection Services
(except for criminal penalties).

City of Marina, CA	PM AM Corporation
75 %	25 %

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.

The City shall pay PM AM a \$25 processing fee for each refund check processed by PM AM through the Program (the “**Processing Fee**”) promptly upon receipt of an invoice from PM AM for such Processing Fee.

In addition, the City shall reimburse PM AM for its out-of-pocket postage expenses incurred by PM AM in performing its services to the 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 the City for such postage expense or Processing Fee and deduct and offset such amount(s) from the percentage amount to the City hereunder.

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

The City acknowledges that PM AM is installing the Program at no cost the City. Consequently, in the event the 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 the 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 the 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.

In addition, in recognition of the fact that PM AM's Services under the Agreement and the expenses incurred by PM AM in performing such Services are incurred in advance of PM AM receiving a percentage of the fees collected under this Agreement and that the City shall have the benefit of such work as may have been completed up to the time of such termination, City agrees to continue to pay PM AM its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PM AM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PM AM and the 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.

October 4, 2019

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 5, 2019

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2019-,
APPROVING AGREEMENT WITH PMAM, OF DALLAS, TEXAS, FOR
USE OF THEIR FALSE ALARM MANAGEMENT PROGRAM,
AUTHORIZE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE CITY
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2019-, approving agreement with PMAM, of Dallas, Texas, for use of their False Alarm Management Program processing services, and;
2. Authorize Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize City Manager to execute the agreement on behalf of City subject to final review by the City Attorney.

BACKGROUND:

Public Safety agencies today are being forced to do more with less, which can put a continual strain on department staff. Cumbersome record keeping, tracking, billing, and incident information are in disparate systems, making the process of managing and billing for false alarms difficult.

As a course of business, many police and fire departments contract with vendors who provide false alarm management processing services. These services include data storage, education, fine retrieval, false alarm notification, fine collection et cetera. Public Safety agencies enter into agreement for this type of service as the process is highly labor intensive and they do not possess the personnel to administer this type of service.

As false alarm management has continued to be problematic to complete, the Departments considered retaining a vendor to process all of its false alarm cards. Two vendors were located who fit the needs of the Departments. The two vendors, CryWolf alarm services, and PMAM false alarm management systems were contacted and evaluated by staff. Based on service, user friendliness, and ease of use PMAM was selected by staff to be the best fit for both Departments. Additionally, the cost of retaining PMAM is more cost effective than hiring a records technician and will provide more efficient service to the residents and businesses of the City of Marina.

ANALYSIS:

Staff researched vendors that provide false alarm processing and reached out to other agencies to determine what companies they were utilizing. PMAM was the only false alarm company that provided information, cost analysis, an outline of their service and fee structure in a timely manner. It was determined that PMAM false alarm management services provided competitive pricing and the most thorough service to meet both Department's needs.

PMAM is the number one provider of fully managed false alarm billing software services in the country. PMAM has a proven track record with our False Alarm Management Solution (FAMS).

FAMS is 100% cloud-based and displays data in real-time. Officers and other key personnel have access to FAMS reports, scorecards, and data, 24/7 via the Internet. FAMS's servers are hosted with SSL Certificates providing secure encrypted communication between client browsers.

With live, real-time data, City officials and employees have nearly unlimited options for data analysis. Our web-based system empowers users, and you are not restricted to only a handful of "standard" reports.

Another advantage of having a web-based system like FAMS are updates such as new functionalities and features to our core service which are available instantaneous and seamless, at no additional charge.

PMAM manages false alarm calls electronically, reducing paperwork and staff time in processing and entering the information. PMAM's FAMS has an established web portal that will be customized for citizens to complete primary alarm registration, renewal and payment processing. It is critical to give citizens a self-service portal with 24 hours, 7 days a week availability. We recognize technically sophisticated citizens are more likely to complete a web-based, self-enrollment rather than using mail-in or call center options. The added benefit false alarms processing through PMAM is that it will provide efficient customer service and ease of communication for residents and business owners in Marina.

This proposal is submitted by PMAM as the prime vendor. PMAM proposes a fixed percentage. The City is allowed an unlimited number of users, but FAMS can only be used by City officials and any other City will not have any access to this clause of unlimited usage. The City will be responsible for the cost of postage.

<i>City Percentage</i>	<i>PMAM Percentage</i>
75%	25%

- **This is a budgetary split based on population, residential vs commercial and strength of ordinance. Final split will be negotiated with the City in good faith.**

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. **(EXHIBIT A)**

FISCAL IMPACT:

If Council approves this request, the City will receive seventy-five percent (75%) of the monies acquired generated by PMAM. Based on the number of alarm registrations and false alarm calls received, it is projected that revenues City receives will equal approximately \$9,725.00.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Donna M. White
Commander
Police Department
City of Marina

REVIEWED/CONCUR:

Tina M. Nieto
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina