



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Thru: Warren Hutmacher, City Manager
Date: April 8, 2013
Subject: **Recommendation of False Alarm Vendor Contract**

ITEM DESCRIPTION

This item is a contract to manage the False Alarm program for the City of Dunwoody.

BACKGROUND

On January 28, 2013, the City Council adopted a false alarm ordinance. As part of the ordinance, the City of Dunwoody intended to seek a third party vendor to manage our false alarm program. An RFQ was issued in March and widely distributed through the normal channels by the Purchasing Manager.

A total of three proposals were received and scored by a panel of evaluators. The average results of the scores are as follows:

Scoring Criteria	CryWolf	PMAM	North American Security
Team Organization & Personnel <i>(out of 30 points)</i>	28.5	17.7	4.3
Previous Experience <i>(out of 30 points)</i>	29.7	18.8	3.3
Customer Service <i>(out of 20 points)</i>	19.5	14.0	3.6
Work Approach & Schedule <i>(out of 10 points)</i>	9.5	5.2	2.1
Fee Information <i>(out of 10 points)</i>	9.0	6.0	1.8
Total <i>(out of 100 points)</i>	96.2	61.7	14.9

CryWolf received an excellent rating from all raters and is an excellent choice to provide false alarm management services to the City of Dunwoody. The company provides alarm services to more than 500 cities and counties across the United States and Canada. 11 of their current customers are in Georgia and 40 customers utilize OSSI, our CAD and Records Management Software Vendor.

FUNDING

There is no out of pocket cost for CryWolf to manage the City of Dunwoody False Alarm Program. The expenses will be provided for through the fines levied against persons in violation of the false alarm ordinance. Additionally, CryWolf proposes a graduated revenue sharing model. Of the first \$50,000 collected in fines, CryWolf will receive 38%, revenues



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collected between \$50,001 and \$100,000 CryWolf will receive 28%, and revenues collected above \$100,001 CryWolf will receive 18%.

RECOMMENDED ACTION

At this time, staff recommends the City Council approve the contract CryWolf, who received the highest rating of their proposal, to manage our false alarm program.

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES

("Contract") made and entered into this _____ day of _____, 2013, by and between the **City of Dunwoody, Georgia**, ("Dunwoody" or "CITY") and **AOT Public Safety Corporation, dba Public Safety Corporation** ("CONTRACTOR"), a corporation of the State of Maryland with its principal offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602.

W I T N E S S E T H:

Whereas, the City Council of the City of Dunwoody enacted an Ordinance related to alarm systems and false alarms titled Ordinance 2013-01-02 ("Alarm Ordinance"), effective April 1, 2013; and

Whereas, the goal of Dunwoody 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, Dunwoody is authorized to engage a third-party CONTRACTOR to provide, without limitation, management of false alarms 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, in February and March, 2013, the CITY advertised a Request for Qualifications (RFQ 2013-5) relating to the CITY's desire to engage a firm to provide full service false alarm service solution in accordance with the Alarm Ordinance; and

Whereas, on March 26, 2013, the CONTRACTOR provided a Proposal in response to the CITY's RFQ, attached hereto as Attachment "B", and by this reference made a part hereof, and the CITY's Selection Committee met thereafter and selected the CONTRACTOR as the most responsive CONTRACTOR to the CITY's RFQ; 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, Dunwoody desires to engage the CONTRACTOR to perform the alarm tracking and billing services ("Alarm Services" ("Services")) described in Attachment A and Attachment B; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the parties agree as follows:

1 . **Term.**

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall terminate on December 31, 2013. This contract shall automatically renew for additional one year periods, not to exceed a total of ten (10) years, unless Dunwoody notifies the CONTRACTOR no later than ninety (90) days prior to the expiration of the initial or any renewal term that the City wishes to terminate this Agreement. Subsequently, this Agreement may be extended by mutual agreement of both parties for additional terms. .

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 City's operational responsibilities; and, **Attachment B**, Proposal and Attachment C, Payment Terms.

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 and Attachment B. - Alarm Management Services.**

B. The Alarm Management Services shall assist Dunwoody in managing its Alarm Ordinance to include, without limitation, tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, permitting of alarm businesses, 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 Dunwoody's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to Dunwoody of timely false alarm information, all as more specifically described in **Attachment A - Alarm Management Services and Attachment B Proposal.**

4 . **Software license.**

Dunwoody 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 and Attachment B**. 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 Dunwoody to access its false alarm information.

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

Dunwoody shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Alarm Management Services to Dunwoody 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, Dunwoody's license rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment C**.

6 . Modification of the Software.

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

B. Dunwoody 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 Dunwoody is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties.

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.

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

All alarm related data maintained by the CONTRACTOR shall remain the property of the City. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to Dunwoody 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. Dunwoody 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. Dunwoody may copy the licensed Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on Dunwoody 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.**

Dunwoody 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.**

Dunwoody 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.**

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

12. **Collection of Fines.**

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

13. **Confidentiality of Dunwoody 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 Dunwoody. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify Dunwoody and give Dunwoody an opportunity to object to the disclosure.

In the event Dunwoody 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. **Dunwoody Responsibilities.**

A. Dunwoody shall cooperate with and assist the CONTRACTOR by providing management decisions affecting implementation of the Alarm Management Services within ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed

Implementation Plan to be developed by CONTRACTOR and Dunwoody at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve the following program target milestones:

- 1) Commence Services implementation activities on the Effective Date;
- 2) Begin collecting and processing alarm location information within sixty (60) days of the Effective Date; and
- 3) Begin processing false alarm activations within ninety (90) days of the Effective Date.

The Implementation Plan shall be agreed to in writing by both parties and upon execution by both parties shall be incorporated into this Contract by reference. If factors beyond the CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

B. Dunwoody 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. **Dunwoody Alarm Administrator.**

To facilitate effective communication between Dunwoody and the CONTRACTOR, and in accordance with the Alarm Ordinance, Dunwoody shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by Dunwoody.

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 mediation of the dispute. The mediation venue shall be Dunwoody, Georgia. The cost of mediation shall be shared equally.

17. **Termination.**

A. *By the CITY.* The CITY may terminate this Contract for any reason and at any time by giving at least sixty (60) days written notice to the CONTRACTOR of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed. The CONTRACTOR shall be liable to the CITY for any damages sustained through the sharing of program revenue billed by the CITY Contractor before termination and collected by virtue of any breach or on behalf of the Contract by the CONTRACTOR.

B. *By the CONTRACTOR for Cause.* If Dunwoody substantially reduces or eliminates the alarm and penalty fees collected through its administrative process, the CONTRACTOR shall provide thirty (30) days prior written notice that the alarm fee structure has not been maintained in accordance with this Contract. If enforcement procedures and/or collection obligations are not changed to the reasonable satisfaction of the CONTRACTOR, the

CONTRACTOR may terminate this Contract after a further thirty (30) day written notice to Dunwoody.

C. Termination Within Initial Two (2) Years. If this Contract is terminated by the CITY or its implementation is terminated or postponed by the City during the first two years, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive initial startup costs as specified in Attachment B, in addition to any Services fees owed the CONTRACTOR as described in Paragraph 18 – Rights upon Termination.

18 . Rights upon Termination.

A. If the CONTRACTOR is entitled to terminate this Contract or the CITY chooses not to continue the contract for its convenience, the CONTRACTOR shall offer Dunwoody an option, which must be exercised within thirty (30) 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 Dunwoody's 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 Dunwoody terminates this Contract or if the CONTRACTOR terminates for cause, Dunwoody, in addition to payment of false alarm collections owed to the CONTRACTOR 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, through 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 Dunwoody's behalf.

C. In the event that either party terminates this agreement, the CONTRACTOR agrees that all data collected under this agreement is part of Dunwoody's permanent record and that all data, including historical records under the required retention time will be provided to Dunwoody in an agreed upon data format within 45 days of the termination date.

19 . Indemnification.

A. The CONTRACTOR shall indemnify, hold harmless, and defend Dunwoody, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of Dunwoody 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 Dunwoody or any of Dunwoody's employees, Dunwoody shall indemnify the CONTRACTOR to the extent Dunwoody 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 Dunwoody, 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 Dunwoody 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 Dunwoody 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 Dunwoody, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract.

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

City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346
Attention: Warren Hutmacher, City Manager

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 CITY. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

23. **Assignment.**

This Contract shall not be assigned to any third party without prior written consent, which may be withheld in the sole and absolute discretion of either party. A change in ownership of the CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. **Attorney's Fees.**

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

25. **Notices.**

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

In the case of the CONTRACTOR:

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

In the case of Dunwoody:

City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346
Attention: Warren Hutmacher, City Manager

26. **Governing Law.**

The substantive laws of the State of Georgia shall govern this Contract without regard to the law of conflicts. Venue shall be in the Superior Court of DeKalb County, Georgia. Such actions shall neither be commenced in nor removed to federal court unless Federal Causes of Action are asserted. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

27. **Severability.**

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

28. **No Waiver.**

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

29. **Complete Agreement.**

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

30. **Independent Contractors .**

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

31. **Cooperative Purchases.**

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

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

City of Dunwoody, Georgia

By: _____

Attest by:

Sharon Lowery, City Clerk

Public Safety Corporation

Attest by: Jeff M. Willie

By: Les Greenberg
[Authorized Signing Officer]
LES GREENBERG
[Name and Title – please print]
CHIEF EXECUTIVE OFFICER
4/15/13

ATTACHMENT A

Scope of Services

Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of Public Safety Corporation ("CONTRACTOR"), and the City of Dunwoody, Georgia ("Dunwoody " or "CITY").

CONTRACTOR Responsibilities

CONTRACTOR will be responsible for the daily operation of the Program. This will include, but may not be limited to:

1. Initially importing electronically into CONTRACTOR's Software (CryWolf®) database alarm business, alarm system location, responsible party and other non-financial alarm data obtained from Dunwoody, alarm users and/or alarm companies, as authorized by Dunwoody;
2. Updating alarm business, alarm system location and responsible party information and renewing permits and alarm registrations in accordance with the Dunwoody Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
3. Registering, renewing and billing 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. Importing daily into the CONTRACTOR's administrative system ("CryWolf") alarm billing call incident data extracted from the CITY's CAD/911 System using the SunGard-provided "CryWolf" interface. Populating electronically, e.g. daily, the CITY's CAD/911 software with an updated list of no response violators using the SunGard-provided "CryWolf" interface;
5. Creating and hosting a dedicated, secure (SSL encrypted) Dunwoody Alarm Program website for CITY citizens and businesses to obtain false alarm reduction educational information, review alarm ordinance and appeal requirements, access and update alarm account information, attend alarm awareness classes, and pay alarm fees online if preferred;
6. Initializing, maintaining, securing and backing up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. CONTRACTOR shall comply with the provisions of the Ordinance, and update Program business rules to comply with any Ordinance changes;
7. Processing false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by the CONTRACTOR;

8. Billing and corresponding with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to notifications of false alarms, invoices, and delinquent payment notices by mail, email or telephonic methods, as appropriate;
9. Providing Dunwoody alarm users access to specific information on false alarm reduction and Ordinance requirements in initial false alarm notifications sent to alarm users. Initial notification to each alarm user will be made on the occasion of the false alarm event immediately preceding the first chargeable (billable) false alarm. Notices may be sent by either email or mail based on the alarm user contact information maintained;
10. Answering telephone inquiries from Dunwoody alarm users that are placed to a false alarm program toll-free customer service number established for Dunwoody;
11. Processing fee / penalty payments mailed to and deposited in an Dunwoody approved bank lockbox and account, and received from other payment channels, e.g. online, as agreed on by CONTRACTOR and Dunwoody, and applying these payments to alarm accounts;
12. Supporting alarm hearings and appeals by notifying Dunwoody of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;
13. Providing and maintaining computer equipment, software, mailing equipment and furniture at the CONTRACTOR Program processing facilities;
14. Providing the CITY 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 Dunwoody and CONTRACTOR; and,
15. Performing special collection functions as directed and authorized by the City of Dunwoody more specifically described in Attachment C Delinquent Account Terms. These functions can include retaining a third-party collection agency or providing delinquent account information to other City agencies.
16. Establishing with the CITY a monthly process for approving and distributing revenue share amounts electronically, e.g. ACH, in accordance with this Contract.

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

Dunwoody Responsibilities

1. Appointing a Dunwoody Alarm Administrator ("Administrator") who will be the primary point of contact between CONTRACTOR and Dunwoody. The Administrator is responsible for overseeing CONTRACTOR's operation of the False Alarm Management

Services Program ("Program") and accessing Program information, as needed, via CONTRACTOR provided online access;

2. Requesting or supporting CONTRACTOR'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 documenting alarm related information within the Dunwoody CAD/911 system;
4. Extracting or arranging for the extraction of false alarm call incident data from the CAD/911 System and transferring this data electronically to the CONTRACTOR (via CONTRACTOR FTP site). The CITY shall also arrange for the installation and testing of the SunGard-provided "CryWolf" interface to be used to extract alarm incident data from the CAD system and to electronically populate/update the CAD software with no response violator data provided periodically by the CONTRACTOR;
5. Scheduling, conducting and making appeal decisions for any false alarm hearings;
6. Conducting any general public education programs on false alarms;
7. Transferring any and all financial information from the Program generated alarm reports to other Dunwoody financial systems, as needed, and;

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

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ATTACHMENT B
CONTRACTOR Proposal

ATTACHMENT C**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 Revenue Sharing schedule is 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	28%
\$100,001 and above	18%

Only bank fees, citizen overpayments (if any), and credit card fees (if any) will be withheld from gross collections before revenue sharing percentages are applied. The graduated percentages will be applied incrementally, e.g. \$140,000 in annual collections would yield the following PSC revenue share: 38% of \$50,000 + 28% of \$50,000 + 18% of \$40,000, or a total of \$40,200 (City 71.3% / PSC 28.7% in this example).

The First Revenue Year shall begin when revenue collections begin. 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 CITY;
2. Bank fees charged by the CITY-approved lockbox bank;
3. Special mailing costs, if any, as directed by the CITY, in excess of U.S. Post Office first class rates; and,
4. Third-party credit card processing charges, if any.

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

Payment Terms

Dunwoody 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 . Dunwoody 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 Dunwoody . Upon Dunwoody's approval, Dunwoody and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to Dunwoody 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 Table 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 Dunwoody .
- 4 . At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and to Dunwoody on the same prorata basis, e.g. 38% and 62% respectively.
- 5 . Dunwoody is a Georgia 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 CITY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of Georgia 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.

The CITY Payment Upon Early Termination (Per Paragraph 17B)

If, within the initial two (2) years of the effective date, this Contract is terminated by the CITY for convenience under 17A, or is terminated by CONTRACTOR for cause as defined in Paragraph 17C, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed \$24,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The \$24,000.00 shall be amortized (reduced) on a straight-line basis (\$1,000 per month) over the initial two year period.