

PM AM Corporation
Alarm Program Administration Services

AGREEMENT FOR SERVICES #6727

THIS AGREEMENT, is made and entered into in Dallas County, Texas by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PM AM**") and the County of **El Dorado**, a political subdivision of the State of California (hereinafter referred to as the "**County**") to be effective upon the date of execution of this Agreement by the County Manager or the County's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

R E C I T A L S

WHEREAS, the County has determined it necessary to obtain PM AM to provide certain installations, conversion, operations and service of a False Alarm Management Program including the collection services in accordance with the County's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "Services");

WHEREAS, PM AM has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by PM AM are in the public's best interest and that these services are more economically and feasibly performed by outside independent Contractors, in accordance with El Dorado County Ordinance Code, Section 3.13.030, by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and PM AM mutually agree as follows:

ARTICLE I

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

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) 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.

PM AM agrees to furnish, at PM AM's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks in accordance with the terms and conditions of the County's alarm ordinance and required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. PM AM shall complete those services and tasks completed in accordance with Exhibit B, marked "Pricing and Receipt of Collections", incorporated herein and made by reference a part hereof.

PM AM shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. PM AM is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: 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 12 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 County hereunder following the installation of the False Alarm Management Program.

ARTICLE III

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

At any time during the term of this Agreement, the County may request that PM AM perform Special Services for additional compensation to be agreed upon by the County 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 County 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 County and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after receiving the authorization from the County.

The County 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 County shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.

ARTICLE IV

Taxes: PM AM certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by PM AM to County. PM AM agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

PM AM to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and PM AM, and PM AM may perform similar work or services for others. However, PM AM shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with PM AM's responsibilities or hinder PM AM's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: PM AM shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. PM AM, and all PM AM's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

At all times, PM AM shall recognize the County's sole and exclusive ownership of all

information provided by the County, and the sole and exclusive right and jurisdiction of the County to control the use of this information. Similarly, the County recognizes that the proprietary software described in Article XII section G.3 below is owned by PM AM and the County has no rights or claim thereto.

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. **County shall promptly inform PM AM if County receives a public records request for information designated by PM AM as confidential so as to provide PM AM an opportunity to object.**

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.

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

ARTICLE VIII

Assignment and Delegation: PM AM is engaged by County for its unique qualifications and skills as well as those of its personnel. PM AM shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. PM AM is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. PM AM exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by PM AM. Those persons will be entirely and exclusively under the direction, supervision, and control of PM AM.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which PM AM performs the work or services for accomplishing the results. PM AM understands and agrees that PM AM lacks the authority to bind County or

incur any obligations on behalf of County.

PM AM, including any subcontractor or employees of PM AM, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. PM AM shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes PM AM. PM AM shall not be subject to the work schedules or vacation periods that apply to County employees.

PM AM shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that PM AM provides for its employees.

PM AM acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: PM AM acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and

audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, PM AM shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and PM AM shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to PM AM, the excess costs to procure from an alternate source.
2. County shall pay PM AM the sum due to PM AM under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due PM AM under this Agreement and the balance, if any, shall be paid to PM AM upon demand.
3. County may require PM AM to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by PM AM in this Agreement proves to have been false or misleading in any respect.
 3. PM AM fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of PM AM.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event PM AM ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- E. PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to the County under this Agreement have been set, established and agreed to be based upon the current provisions of applicable County 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 County to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to the County 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.
- F. PM AM may terminate this Agreement upon written notice to the County if the County misuses or attempts to appropriate the proprietary software of PM AM.
- G. If this Agreement is terminated as provided herein, the County 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 County shall terminate this Agreement:
1. All data relating to alarm permits shall be owned by the County. Upon termination of this Agreement, PM AM shall promptly deliver to the County all

data in MS-SQL format.

2. 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 County 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.
3. The proprietary software is considered loaned to the County during the duration of this Agreement as laid out in this Agreement and the County will not have any access to PM AM's proprietary software after the conclusion of the Agreement.
4. The County shall pay PM AM all fees and costs due and owing PM AM as of the date of said termination.
5. The provisions of this Section shall survive the termination of this Agreement.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

COUNTY OF EL DORADO
Sheriff's Office
200 Industrial Drive
Placerville, CA 95667

Attn: Jon DeVille
Chief Fiscal Office

With Carbon copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667

Attn.: Purchasing Agent
Procurement and Contracts Manager

or to such other location as County directs.

Notices to PM AM shall be addressed as follows:

PMAM Corporation
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

Attn.: Mr. Pankaj Kumar, President

or to such other location as PM AM directs.

ARTICLE XIV

Change of Address: In the event of a change in address for PM AM's principal place of business, PM AM's Agent for Service of Process, or Notices to PM AM, PM AM shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: Subject to the limitations set forth herein, PM AM shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of PM AM or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of PM AM to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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 County, with respect to the claim for indemnification by the County 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 County its share of the collected revenues as set forth in this Agreement.

Notwithstanding any other obligation of PM AM hereunder, in no event shall PM AM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PM AM had any knowledge that such damages might be incurred.

If PM AM is required to indemnify the County hereunder, PM AM may assume the defense of the County with counsel reasonably acceptable to the County at the expense of PM AM. In addition, the County may engage its own counsel to participate in any defense in any

such proceeding at the County's expense.

ARTICLE XVI

Insurance: PM AM shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that PM AM maintains insurance that meets the following requirements:

At the current time, PM AM does not maintain any offices in the State in which the County 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 in which the County 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. 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 County, 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:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which PM AM's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by PM AM in performance of the Agreement.
- D. In the event PM AM is a licensed professional or professional PM AM and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. PM AM shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

- G. PM AM agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, PM AM agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and PM AM agrees that no work or services shall be performed prior to the giving of such approval. In the event PM AM fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. PM AM's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of PM AM's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or PM AM shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. PM AM's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement, except as otherwise set forth in Article XV hereof.

- N. In the event PM AM cannot provide an occurrence policy, PM AM shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.

ARTICLE XVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for PM AM and performing work for County and who are considered to be PM AM within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code.

County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are PM AMs within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

PM AM covenants that during the term of this Agreement neither it, or any officer or employee of PM AM, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If PM AM becomes aware of a conflict of interest related to this Agreement, PM AM shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article XII, -Default, Termination, or Cancellation.

ARTICLE XX

Nondiscrimination:

- A. County may require PM AM's services on projects involving funding from various state and/or federal agencies, and as a consequence, PM AM shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: PM AM and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; PM AM shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. PM AM and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, PM AM shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services

performed herein.

- C. PM AM's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI

California Residency (Form 590): If PM AM is a California resident, PM AM must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. PM AM will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to PM AM during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

Or if PM AM is a nonresident, use the Nonresident Withholding article.

ARTICLE XXII

Nonresident Withholding: If PM AM is not a California resident, PM AM shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the PM AM during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. PM AM shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. PM AM warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: PM AM hereby represents and warrants that PM AM and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for PM AM and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State

of California. PM AM and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Jon DeVille, Chief Fiscal Officer, or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXIX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto

are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____

Jon Deville
Chief Fiscal Officer
Sheriff's Office

Dated: _____

Requesting Department Head Concurrence:

By: _____

John D'Agostini
Sheriff

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- PMAM Corporation --

By: _____

Dated: _____

Mr. Pankaj Kumar
President
PMAM Corporation

By: _____

Dated: _____

Corporate Secretary

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

- I. Suspension or revocation Report for permit holders as per ordinance, if applicable
6. System functionality to capture the following information:
- a. Permit number
 - b. Permit issue date
 - c. Permit expiration date
 - d. Permit type (residential / commercial)
 - e. Name of business or residential permit holder
 - f. Site
 - 1) Street address and zip code of property
 - 2) Type of property (residential / commercial)
 - 3) Telephone numbers
 - 4) Contact persons (minimum of 2) and phone number(s)
 - 5) Type of alarm system installed (burglary, panic, robbery)
 - g. Billing
 - 1) Name
 - 2) Full mailing address (includes zip code)
 - 3) Contact person and phone number(s)
 - h. Permit Holder Responsible for Alarm
 - 1) Name
 - 2) Complete mailing address
 - 3) Phone numbers
 - i. Name and telephone number of alarm monitoring company
 - j. Name and telephone number of company that installed the alarm system
 - k. Special Medical Concerns
 - l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
- 1) Permit number (or non-permitted identifier)
 - 2) Name of permit holder
 - 3) Location of permit holder
 - 4) Permit status
 - 5) Expiration date
 - 6) Last false alarm incident date and time
 - 7) Alarm type (i.e., burglar, panic, etc.)
 - 8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
- 1) Incident number
 - 2) Priority

- 3) Call code
- 4) Disposition
- 5) Date
- 6) Time:
 - (a) Received
 - (b) Dispatched
 - (c) Arrived
 - (d) Cleared
- 7) Remarks
- 8) Site name and address
- 9) Reportee name, address, phone number
- 10) Dispatcher- employee number and terminal
- 11) Phone clerk - employee number and terminal
- 12) Cleared code and disposition (true/false)
- 13) Officer number
- 14) Unit(s) assigned

Collection requirements and provisions:

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 County 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 County.
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 County will have access to review at any time.
7. System functionality for the County to print a bill for customers wishing to make payments at the walk in cashier location(s) of the County and to provide on-line information to PM AM regarding such payments so that PM AM can maintain A/R file, if needed in the future as determined by the County.
8. PM AM will provide the ability for customer to pay on-line and by mail. PM AM will also provide the ability for customers to pay via walk-in cashier, if needed in the future as determined by the County.
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 County directs that such payments be directed to a lock box address established by the County.

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 County or its designee, or (ii) the County 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 County with an interface document describing the type, size, location, and medium of transfer from the County RMS.
3. Defer to the County 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 County 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 County and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. PM AM shall coordinate with the County's Finance Department, Information Services and the County Police Department to develop a system that will allow walk-in payments under the Agreement, if needed in the future as determined by the County.
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 County’s Alarm Management Program.

County Licensing Fees

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

Exhibit “B”

Pricing and Receipt of Collections

This is a revenue sharing contract. PM AM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the County for the total of the actual revenues generated and collected for the County 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 County in relation to the County’s
- f. Alarm Program Management and Collection Services (except for criminal penalties).

| County of El Dorado, CA | PM AM Corporation |
|--------------------------------|--------------------------|
| 80% | 20% |

The County and PM AM shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges and mailing expenses 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 County shall pay PM AM a \$10 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.

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

The County acknowledges that PM AM is installing the Program at no cost the County. Consequently, in the event the County 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 County 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 County 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 County shall have the benefit of such work as may have been completed up to the time of such termination, County 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 County 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. PM AM will provide monthly revenue sharing reporting to the County in a format approved by County. PM AM will modify or revise the reporting formats as requested by County and mutually agreed upon. Payment remitted by PM AM to County will include monthly revenue sharing reporting.