

**AGREEMENT BETWEEN THE
CITY OF LONG BEACH, NEW YORK AND
PMAM CORPORATION FOR ALARM ADMINISTRATION
AND COLLECTION SERVICES**

THIS AGREEMENT made on ~~October~~ ^{November 5}, 2018 (Effective Date), between the CITY OF LONG BEACH, a municipal corporation of the State of New York, having its principal address at One West Chester Street, Long Beach, New York 11561 (hereinafter called the "City"), and PMAM Corporation, a Texas corporation, with offices at 5430 LBJ Freeway, Suite 730, Dallas, Texas 75240 (hereinafter called "Contractor").

AUTHORITY: This contract is entered into pursuant to City Council Resolution No. 90/18 adopted on October 3, 2018.

1. SCOPE OF SERVICES AND TERM

The City hereby grants to the Contractor, and the Contractor hereby accepts from the City, the right and obligation to provide administrative and billing services on the City's behalf to include the registration of all residences and businesses that maintain alarm systems within the City, providing billing services to these properties for the annual registration period, tracking false alarms that are generated by alarm users, providing contact information for alarm users twenty-four (24) hours per day seven (7) days per week and billing for false alarm activations.

The initial term of this Agreement shall be for two (2) years commencing upon the date of implementation. The parties agree to execute an addendum to this agreement reflecting the agreed upon implementation date. At the City's sole discretion, and provided further that the Contractor is not in default, the City may extend the term of this Agreement, for one (1) additional two (2) year renewal term on the same terms and conditions. The City shall exercise its renewal option by written notice to Contractor given not less than sixty (60) days prior to the expiration of the initial term. The City may terminate this agreement any time after the first twelve (12) months by giving ninety (90) days written notice to Contractor. In the event that the City exercises its right to terminate without cause, the City shall remain responsible to Contractor for all compensation payable hereunder through the date of termination.

2. CONTRACTOR'S COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below. The compensation is based on a revenue sharing model.

Permits	Residential Fee	Commercial Fee
New Permit	\$50	\$150
Permit Renewal	\$25	\$100

The City shall receive 65% of all revenue generated by fees, fines and penalties collected, and PMAM shall keep 35%. The City shall be responsible for the cost of postage. The fees for said penalties are listed below, pursuant to the City's Code of Ordinances:

"The holder of an alarm permit or the person in control of an alarm system shall be subject to warnings, penalties and suspension or revocation of an alarm permit contingent upon the number of false alarm notifications transmitted from an alarm system within any one (1) calendar year, in accordance with the following graduate penalty schedule for each occurrence. More than one false alarm notification in any one day shall be counted as one (1) occurrence.

Residential / Permit Holder:

False Alarm:	Penalty:
1 st	Warning
2 nd	Warning
3 rd	\$100.00
4 th	\$100.00
5 th	\$100.00
6 th	\$100.00
7 th	\$150.00
8 th	\$150.00
9 th	\$150.00
10 th to 20 th	\$250.00

Residential / Non-Permit Holder:

False Alarm:	Penalty:
1 st	\$100.00
2 nd	\$125.00
3 rd	\$150.00
4 th	\$150.00
5 th	\$250.00
6 th	\$300.00
7 th	\$350.00
8 th	\$400.00
9 th	\$450.00
10 th	\$500.00

Commercial / Permit Holder:

False Alarm:	Penalty:
1 st	Warning
2 nd	Warning
3 rd	\$150.00
4 th	\$150.00
5 th	\$150.00
6 th	\$150.00
7 th	\$250.00
8 th	\$250.00
9 th	\$250.00
10 th to 20 th	\$500.00

Commercial / Non-Permit Holder:

False Alarm:	Penalty:
1 st	\$200.00
2 nd	\$200.00
3 rd	\$300.00
4 th	\$300.00
5 th	\$300.00
6 th	\$500.00
7 th	\$550.00
8 th	\$650.00
9 th	\$650.00
10 th	\$700.00"

At any time during the term of this Agreement, the City may request that Contractor perform Special Services. As used herein, special services means any work which is determined by the City to be necessary for this contract, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall undertake such special services after receiving the authorization from the City, and shall submit the itemized invoices with net thirty (30) days payment terms to: City of Long Beach, Purchasing Department, One West Chester Street, Long Beach, New York 11561.

3. CONTRACTOR RESPONSIBILITIES

Contractor agrees to and shall defend, indemnify and hold harmless the City, its officers, employees, agents and volunteers from and against all claims, damages, penalties, fines, forfeitures, losses and expenses, including attorney's fees, litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent or willful act or omission of Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City. Lack of insurance coverage does not negate Contractor's obligation under this paragraph of this Agreement.

The City and Contractor acknowledge and agree that at all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be deemed an employee of the City.

4. THE CITY'S COOPERATION

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

5. INSURANCE REQUIREMENTS

Contractor shall, at its own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until it has obtained all the insurance required under this contract and such insurance has been approved by the City, nor shall Contractor 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 contract. Contractor, at Contractor's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

(a) Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverages under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions.

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

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

All insurance policies, other than Professional Liability, provided under this contract shall be written on an "occurrence" basis.

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

Each insurance policy shall be endorsed to state that coverage shall not be cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the City not later than seven (7) days following cancellation.

6. DEFAULT AND TERMINATION

The following shall constitute events of default under this Agreement. An event of default by Contractor shall entitle City to exercise any and all remedies described as City's remedies under this Agreement, including but not limited to those set forth in Section 5 and Section 7.

Bankruptcy, Event of Default.

If either the City or Contractor shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy or insolvency or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

Default in Payment

In the event that Contractor fails to submit any payment within five (5) days of its due date, there shall be a late charge of fifty (\$50.00) dollars per day for such late payment in addition to interest at the highest rate allowable by law. If any payment and accumulated penalties are not received within fifteen (15) days after the payment due date, and such failure continues for seven (7) days after written notice thereof, then the City may, without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract; and may begin procedures to collect the Performance Bond or draw down on the Letter of Credit required in Section 20 herein.

Non-Monetary Default.

In the event that Contractor or the City fails to reasonably perform or observe the non-monetary covenants, terms or provisions under this Agreement, and such failure continues for thirty (30) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event Contractor cures any default pursuant to this subsection, it shall promptly provide the City Manager with written notice of same.

City's Remedies for Contractor's Default.

If any of the events of default, as set forth in this Section, shall occur, the City may, after expiration of the cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to the right to give to Contractor a notice of termination of this Agreement. If such notice is given, the term of this Agreement shall terminate upon the date specified in such notice from City to Contractor. Upon the termination of this Agreement, all rights and interest of Contractor under this Agreement and every part thereof, shall cease and terminate and City may, in addition to any other rights and remedies it may have, retain all sums paid to it by Contractor under this Agreement, including but not limited to, the proceeds of the IRREVOCABLE LETTER OF CREDIT/ PERFORMANCE BOND in Section 7 herein.

In addition to the rights set forth above, the City shall have the rights to pursue any and all of the following:

- * the right to injunction or other similar relief available to it under New York law against Contractor; and or
- * the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Contractor's default.

If an event of default by the City shall occur, the Contractor may, after expiration of the cure periods, as provided above, terminate this Agreement upon written notice to the City. Said termination shall become effective upon receipt of a written notice of termination by the City, but in no event shall Contractor specify a termination date that is less than sixty (60) days from the date of the written termination notice.

7. IRREVOCABLE LETTER OF CREDIT

Contractor shall, on or before the commencement date, furnish to the City Manager or his designee an Irrevocable Letter of Credit provided by a bank acceptable to the City and renewable annually in the penal sum stated below for the payment of which Contractor shall bind itself for the faithful performance of the terms and conditions of this Agreement. An Irrevocable Letter of Credit in the amount of twenty-five thousand (\$25,000.00) dollars, shall be provided by the Contractor in faithful observance of this Agreement. A cash deposit or certificate of deposit may also suffice, as determined by the City Manager or his designee, in his sole and reasonable discretion. The form of the Irrevocable Letter of Credit or alternate security shall be approved by the City's Comptroller. In the event that a Certificate of Deposit is approved, it shall be a twenty-five thousand (\$25,000.00) dollar one-year Certificate of Deposit in favor of the City, which shall be automatically renewed, the original of which shall be held by the City's Comptroller. Contractor shall be so required to maintain said Irrevocable Letter of Credit or alternate security in full force and effect throughout the Term of this Agreement. Contractor shall have an affirmative duty to notify the City Manager or his designee, in writing, in the event said security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Contractor, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default. The City agrees to reassess this requirement after the expiration of the initial two (2) year term of this agreement.

8. ASSIGNMENT.

Contractor shall not assign all or any portion of its obligations under this Agreement without the prior written consent of the City Manager, which shall not be unreasonably withheld. Contractor shall notify the City Manager of any proposed assignment, in writing, at least sixty (60) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the City Manager, the assignee shall agree to be bound by all the covenants of this Agreement required of Contractor.

9. GOVERNING LAW

Any dispute arising out of this Agreement shall be governed by the laws of the State of New York and any action arising from such dispute shall be brought in the Supreme Court of Nassau County.

10. EQUAL EMPLOYMENT OPPORTUNITY

Neither Contractor nor any affiliate of Contractor performing services hereunder, or pursuant hereto, will discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, sexual orientation, or disability (as defined in Title I of ADA).

11. NO DISCRIMINATION

The Contractor agrees that there shall be no discrimination as to race, sex, sexual orientation, creed, color, national origin, familial status, religion or handicap, in the operations referred to in this Agreement; and, further, there shall be no discrimination regarding any use, service, maintenance, or operation of the rights and obligations contained herein. Upon the execution of this Agreement by the Contractor, the Contractor certifies that it does NOT discriminate in its employees or membership policies based on race, national origin, religion, sex, sexual orientation, familial status or handicap.

CONTRACTOR, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF ALL THE ORDINANCE OF THE CITY OF LONG BEACH, AS SAME MAY BE AMENDED FROM TIME TO TIME.

12. EMPLOYEES AND INDEPENDENT CONTRACTORS

Contractor's Employees

Contractor shall select, train and employ such number of employees as is necessary or appropriate for Contractor to satisfy its responsibilities hereunder. Contractor shall be the sole authority to hire, terminate and discipline any and all personnel employed by Contractor.

Contractor shall designate a competent full-time employee to oversee the day-to-day operations and who shall act as the contract administrator for the program and serve as Contractor's primary point of contact with the City. The individual shall have the requisite amount of experience in operating, managing and maintaining the program and operations contemplated herein. The employee shall be accessible to the City Manager and Police Commissioner or their designees at all reasonable times during normal business hours to discuss the management, operation and maintenance of the program, and within a reasonable time frame during non-business hours in the event of emergency.

Contractor shall make good faith efforts to hire employees and/or contractors for the program who are residents of the City of Long Beach.

13. NOTICES

All notices from the City to the Contractor shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to the Contractor at the following address:

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

All notices from the Contractor to the City shall be deemed duly served upon receipt, if mailed by registered or certified mail return receipt requested to the City of Long Beach at the following address:

City Manager
City of Long Beach
One West Chester Street
Long Beach, New York 11561

With copies to:

Office of the Corporation Counsel
City of Long Beach
One West Chester Street
Long Beach, New York 11561

The Contractor and the City may change the above mailing addresses at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and Contractor.

14. MODIFICATION

This Agreement cannot be changed or modified except by Agreement in writing executed by all parties hereto. Contractor acknowledges that no modification to this Agreement may be agreed to by the City unless approved by the City Manager except where such authority has been expressly provided herein to the City Manager or his designee.

15. COMPLETE AGREEMENT

This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and Agreements of whatsoever nature or kind existing between the parties with respect to Contractor's operations, as contemplated herein.

16. CLAUSES AND SEVERABILITY

The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State or Federal laws, then the same as so applied shall no

longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement as so modified shall remain in full force and effect.

17. INSPECTION AND AUDIT


Contractor shall maintain its financial records pertaining to its operation herein for a period of three (3) years after the expiration of other termination of this Agreement, and such records shall be open and available to the City Manager or his designee, as deemed necessary by them. Contractor shall make all such records available for inspection by the City at its offices at One West Chester Street, Long Beach, New York 11561.

The City Manager or his designee shall be entitled to audit Contractor's records pertaining to its operations, as often as he deems reasonably necessary throughout the Term of this Agreement, and three (3) times within the three (3) year period following termination of the Agreement (regardless of whether such termination results from the natural expiration of the Term or for any other reason). The City shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five (5%) percent or more in Contractor's payments to the City for any year or years audited, in which case Contractor shall pay to the City, within thirty (30) days of the audit being deemed final by the City, the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest.

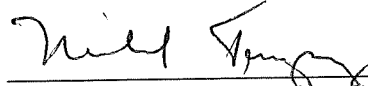
IN WITNESS WHEREOF, the parties hereto have caused their names to signed and their seals to be affixed, all as of the day and year first above written, indicating their Agreement.

Signed and Sealed:

CITY OF LONG BEACH, NEW YORK



David Fraser, City Clerk

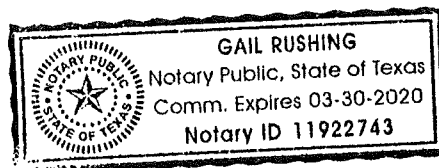
By: 

Michael Tangney, Acting City Manager

PMAM CORPORATION

By: 

Pankaj Kumar, CEO



Gail Rushing 11-1-2018

October 3, 2018

Item No. |
Resolution No. 90/18

The following Resolution was moved by Ms. Diamond
and seconded by Pres. Eramo :

Resolution Authorizing the City Manager to Enter into an
Agreement for Alarm Administration Services.

WHEREAS, after due advertising therefore, three proposals were received in the
Office of the City Purchasing Agent on Thursday, September 6, 2018 for Alarm Administration
Services; and

WHEREAS, said proposals were scored and evaluated for expertise and
understanding of the services required, and based upon the overall scores, it was determined that
PM AM Corporation, 5430 LBJ Freeway, Suite 370, Dallas, Texas 75240 submitted the proposal
that best meets the needs of the City and furthermore, they have successfully provided this
service to the City since 2012; and

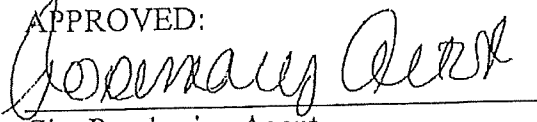
WHEREAS, the City and PM AM Corporation will share the revenue generated
from the fees, fines and penalties associated with alarm systems as outlined in the City's Code of
Ordinances, with the City receiving 65% of all revenue and PM AM Corporation receiving 35%
as the administrator, while endeavoring to drive down false alarms and achieve greater ordinance
compliance within the City;

NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the
City Manager be and he hereby is authorized to enter into an agreement with PM AM
Corporation, 5430 LBJ Freeway, Suite 370, Dallas, Texas 75240 for Alarm Administration
Services, with the City receiving 65% of all revenue generated by fees, fines and penalties
collected, for a period of two years, with an additional two year renewal option; and be it further

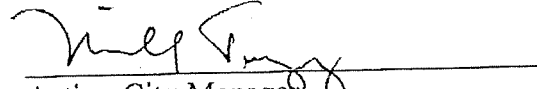
RESOLVED, that said agreement shall contain such other terms and conditions as
the City Manager shall deem proper.

APPROVED:



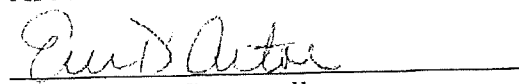
City Purchasing Agent

APPROVED AS TO ADMINISTRATION:



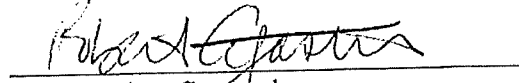
Acting City Manager

APPROVED AS TO FOUNDS:



Deputy City Comptroller

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel

VOTING:

Council Member Bendo - AYE

Council Member Mandel - AYE

Council Member Moore - AYE

Vice President Diamond - AYE

President Eramo - AYE