



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/10/2022

File ID: 2022-1002

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and CentralSquare Technologies, LLC., for Alarm Management Software and Personnel Support for the Huntsville Police Department.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location:

Address: NA

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and CentralSquare Technologies, LLC, a Florida based limited liability company incorporated in the State of Delaware, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between the City of Huntsville and CentralSquare Technologies, LLC For Alarm Management Software and Personnel Support" consisting of Twenty Three (23) pages, and the date of November 10, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of November, 2022.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 10th day of November, 2022.

Mayor of the City of
Huntsville, Alabama

**AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND
CENTRALSQUARE TECHNOLOGIES,
LLC FOR ALARM MANAGEMENT
SOFTWARE AND PERSONNEL
SUPPORT**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is entered into by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City" or "Client") and CentralSquare Technologies, LLC (hereinafter referred to as "CentralSquare" or "Contractor"), a Florida based limited liability company incorporated in the State of Delaware, on the 27th day of October, 2022 (the "Effective Date"). The City and CentralSquare hereby agree as follows:

STATEMENT OF BACKGROUND AND INTENT

- A. The City issued a Request for Proposals Number 70-2022-51-2 for alarm management software and personnel support dated May 5, 2022. This Request for Proposals, together with all attachments and amendments, is referred to as the "RFP", a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference.
- B. In response to the RFP, CentralSquare submitted to the City a two-part proposal dated May 17, 2022 that included a technical proposal and a pricing proposal. This proposal, together with all attachments, is referred to herein as the "Proposal", and a copy of the same is attached hereto as Exhibit "B" and is incorporated herein by reference.
- C. The City and CentralSquare have negotiated and now desire to enter into an arrangement for CentralSquare to provide alarm management software and personnel support to the City, by and through its Huntsville Police Department, as it pertains to the City's alarm ordinance 21-984, and in accordance with the terms and conditions set forth herein.
- D. In the event of a conflict of documents, the Order of Precedence shall be as follows: (1) this Contract; (2) Exhibit B and (3) Exhibit A.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

President of the City Council of the
City of Huntsville, Alabama
Date: November 10, 2022

1.0 Scope of Work.

CentralSquare shall provide alarm management software and personnel support in accordance with City Ordinance 21-984 *Security Systems* to allow database development and management; registration and renewal of alarm systems; false alarm tracking; invoicing, payment collection and accounting services for registration, false alarms, and other fees; and correspondence with residents and businesses regarding alarm system registration status and other correspondence, as needed.

1.1 Alarm Registration Services. Specific Services offered by CentralSquare regarding alarm registration services shall include, but not be limited to the following:

- A. A web-based software application that allows for the registration of alarm systems within Huntsville city limits that includes:
 - 1. Registration On-line. A fully interactive, secure online (web-based) alarm registration and renewal of alarm systems;
 - 2. Registration by Mail. Registrations may be mailed in for processing to the same mailing address for payment remittances and other correspondence.
 - 3. Registration by Phone: Citizens may contact a dedicated, toll-free City Alarm Program telephone number based in the United States for registration assistance and alarm registration.
- B. Geo-validation of alarm system addresses to confirm locations are within City's jurisdiction.
- C. Issuance of alarm permits with unique, corresponding alarm permit decals for registered locations with alarm systems.
- D. Issuance, assignment and distribution of uniquely numbered alarm permit decals to all permitted locations.
- E. Collection and processing of all fees, and distribution as delineated in the contract, including alarm program account reconciliation.
- F. Acceptance of payments online, via mail, in person, and/or by phone, including:
 - 1. Mail-in payments;
 - 2. Online payments;
 - 3. Walk-in payments.
- G. Follow up with delinquent alarm users that have not paid their fees by the due date.
- H. Responding in a timely manner to all inquiries from citizens and businesses in a knowledgeable, prompt and respectful manner.

1.2 False Alarm Management Services. Specific Services offered by CentralSquare regarding false alarm management services shall include, but not be limited to the following:

- A. Providing a software package to maintain and track false alarm data, alarm activations, alarm registrations, alarm ordinance rules, letters, invoices, account histories, hearings and appeals, accounts receivable and management reports.
- B. Issuance of letters and invoices to residences, businesses, and other alarm users for false alarms per City ordinance.

- C. Providing a timely response to all inquiries from citizens and businesses.
- D. Follow up with delinquent alarm users that have not paid fees by the due date.
- E. Providing secure online access to searchable alarm management information, data and reports to include, but not be limited to, reports on the following: alarm registration; billing; false alarm statistics; registration statistics; top violators; account history; and overall program performance.

1.3 Billing Services. Specific Services offered by CentralSquare regarding billing services shall include, but not be limited to the following:

- A. Issuance of detailed invoices with history of false alarm dates and locations.
- B. Collection and processing all fines and fees, and distribution as delineated in the Contract, including alarm program account reconciliation.
- C. Acceptance of payments via online, by mail, and/or in person.
- D. Providing a web-based customer portal for citizens to register, manage, and review their account.
- E. Providing a list of accounts provided with unpaid fees as an on-demand feature available to the City via the administrative portal.
- F. Reconciliation of accounts daily, weekly, monthly.
- G. Providing authorized City personnel, the ability to view all payments, correspondence, outstanding fees, and account histories.

1.4 Training Services. Specific services offered by CentralSquare regarding training services shall include:

- A. Customer training and support provided to citizens to assist with website access and account management.
- B. Training and customer support provided to City personnel on website management and report generation, including training on the following topics: Transfer of alarm information to and from CAD; online access and search of the alarm database; online access to and modification of alarm program reports including hyper-linking to supporting documents and information; process for requesting special reports; processing of walk-in payments; and obtaining CentralSquare support and relevant alarm information for hearings and appeals.
- C. Provide an initial four (4) hours, web-based CryWolf Administration Training. City may request additional training by providing notice to CentralSquare no less than seven (7) days prior to the requested training date.

1.5 Computer Aided Dispatch Interface Services. Specific Services offered by CentralSquare regarding computer aided dispatch interface services shall include collaboration with computer aided dispatch (CAD) provider to establish a data interface:

- A. This project includes a data transfer interface from the CITY's Hexagon CAD system to the CryWolf system. The interface will transfer false alarm incident data from CAD to the CryWolf system for daily processing of false alarms. The process is automated, using scheduled data transfers during off-peak hours to

CONTRACTOR'S secure FTP site for processing and does not require CITY resources to operate.

CITY and Contractor will configure and extract a data file from the CITY's Hexagon CAD system, of CITY's current false alarm data to files that can be read by the CryWolf database utilizing the CryWolf prescribed formats (Refer to Attachment 1). CryWolf accommodates various methods of data transfer including simple flat files; e.g., comma delimited, fixed length, Excel, and web service (XML) formats. CryWolf supports more than 30 alarm incident data fields.

- B. This project includes a data transfer interface from the CryWolf system to the CITY's Hexagon CAD. This interface will transfer alarm status and alarm permit information from the CryWolf system to CAD system.

CONTRACTOR will prepare the CryWolf permit data export function to produce daily files of alarm status and permit information in CONTRACTOR predefined format, to be transferred to CITY's Hexagon CAD. Transferred alarm system data can include permit additions, modifications, and new permits; main alarm contact information (name and phone number); and site conditions such as senior in building, weapons stored onsite, hazardous materials present, etc. The transfer frequency can be set from once a day to more frequently, if desired.

The CITY or Hexagon will configure the CAD system to accept the CryWolf alarm status and alarm permit information from CryWolf.

Any cost required by CITY or Hexagon for the purchase, license, implementation or support of the permit information data transfer interfaces is CITY's responsibility and is not included in this Scope of Work.

- C. Contractor shall cooperate with City and City's other contractors/vendors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with City's efforts to ensure there is no interruption of work required under this Agreement and no adverse impact on the provision of services or City's activities.

2.0 System Requirements, Maintenance, Security and Support.

2.1 No separate software maintenance agreement. CentralSquare shall provide a full-service, outsource false alarm management services solution. No software will be installed on City premises and the application software will not be used by City personnel.

2.2 Citizen, Business and Personnel support. CentralSquare shall assist citizens and businesses with administrative and billing issues, and City personnel with unlimited technical support through a single point of contact on a dedicated, City-specific, toll-free customer service support line, available 9:00 a.m. – 5:00 p.m. Central time, Monday through Friday, excluding national holidays, and through an online public-facing website and Administrative Portal which is available on a 24/7 basis.

2.3 System requirements including hardware, network connections and peripherals.

CentralSquare shall provide all computer hardware, furniture, equipment and software necessary to manage the City's alarm program at its CentralSquare facilities in Lake Mary, Florida as well as all necessary forms, supplies and postage (first class) to administer the City's alarm program.

2.4 Security and back up of databases. CentralSquare's CryWolf databases shall be located in an off-site facility and backed up daily.

2.5 CentralSquare employees. All CentralSquare services shall be performed by qualified employees who reside and work within the United States, have successfully passed background screening, and have an extensive knowledge of law enforcement operations, government processes, software engineering, project management and customer service.

2.6 System Security. CentralSquare shall provide real-time detailed and transparent performance data through a secure 24/7 administrative website. No credit card information, social security numbers, dates of birth or other sensitive personal data shall be stored by CentralSquare. Alarm management protocols and processes are CJIS-ready and CentralSquare customer support representatives are CJIS-certified.

2.7 Termination of contractor. Upon termination of contract and City's request, CentralSquare shall deliver to City or its designee all documentation and data related to City, including, but not limited to, City data and client files held by Contractor within sixty (60) days of the request. Any copies not turned over to City shall be destroyed by Contractor at no cost to the City.

3.0 False Alarm Management Solution.

Using CentralSquare's CryWolf software and alarm management services, CentralSquare shall facilitate citizens and businesses registering/renewing their alarm systems, track false alarm violations, generate notifications and invoices, track payments, and reconcile fee and fine collections.

3.1 Account Registration and Tracking. CryWolf services shall track unlimited City-defined location types, status types, and alarm types as well as registered and non-registered alarm sites; and support web-based access for citizens to register, update alarm permit information and view alarm accounts online and access their alarm history information.

3.2 Alarm Business and Monitoring Company Registration and Tracking. CryWolf Services shall support, charge, and manage alarm install businesses, monitoring companies, agent licenses, registration, renewal fees and violation fines as required by City alarm ordinance.

3.3 Transfer of alarm incident data from City's CAD. CentralSquare shall support an interface between CryWolf and the City's CAD system for daily processing of false alarms as outlined in paragraph 1.5.

3.4 Noticing and Billing. CryWolf shall automatically generate notices of false alarm events and calculate fees and charges in accordance with the City's alarm ordinance.

3.5 Collection and Payment Processing. CentralSquare shall provide summary bills and statements as well as web and other payment interfaces, the import of payment information generated/exported from external financial systems operated by finance departments, collection agencies and code enforcement offices, if needed; and provide access to all information stored within the City database to City personnel.

3.6 Hearing and Appeals Support. CryWolf shall provide a complete, documented action and reasoning trail to support and track every billing and noticing action/decision.

3.7 Secure, web and mobile-based alarm program access. CentralSquare shall provide secure, web-based access for citizens, businesses and alarm companies to review alarm program requirements, update alarm system information, pay alarm fees and fines and attend alarm awareness classes. The City shall have access to the alarm billing and tracking database, expanded search and review capabilities, the ability to accommodate walk-in payments, and access to additional financial and statistical reports through secured, encrypted, Transport Layer Security certified access.

3.8 Generation of Management Reports. Through CryWolf, the City shall have access to online management and tracking reports, including reports sorted by a variety of categories, including new alarm accounts, number of activations, user address districts, alarm business and monitoring companies, and age of outstanding fees and fines.

3.9 Online, drill-down access by City personnel to detailed alarm program documents. Authorized City personnel shall be able to hyperlink (drill-down) from events and incidents listed in any account history to the actual documents supporting those events and incidents, i.e. actual invoices and letters that were mailed to customers.

4.0 Services.

The following operational and alarm management services shall be provided with the outsource implementation approach.

4.1 Annual independent SOC, Type II (SSAE16) alarm service audits. CryWolf services shall be audited annually by an independent certified public accounting firm. The results of the audits shall be available annually to the City and shall include alarm management internal controls; financial billing and collections; administrative processes and data and cyber security.

- 4.2 Secure City access online to query data and generate reports.** Authorized City personnel shall be provided with direct, 24/7 inquiry and report generation capabilities via real-time, encrypted, web-based connection to alarm management information.
- 4.3 24/7 citizen and public safety responder mobile access to alarm site information.** City business, City administrators, and public safety responders shall be able to access the City's alarm program with enhanced functionality through unique web applications accessible from smartphones, tablets, and mobile devices.
- 4.4 Automated email/mobile device notifications and alerts.** CentralSquare shall provide customized electronic notifications and updates to alarm users and designated City personnel of alarm events, delinquent accounts, and program performance.
- 4.5 Recording of program telephone calls.** CentralSquare's call center shall record all inbound customer calls so that the calls may be reviewed and shared as needed.
- 4.6 Extensive language support.** CentralSquare's customer support center shall provide language for 175 spoken languages and multiple communication choices for the hearing-impaired, including email, text relay, video relay, and TTY formats.
- 4.7 Program mailing address and toll-free citizen support line.** CentralSquare shall provide citizens and businesses with a dedicated alarm program mailing address, a dedicated alarm program lockbox at a commercial bank, on-line payment processing, and a customer support line available Monday through Friday, from 9:00 a.m. to 5:00 p.m. Central Time.
- 4.8 Direct payments for deposit.** CentralSquare shall work with the City to develop the a payment processing plan to ensure collections are accurately and efficiently processed; financial transactions are well-documented in accordance the City's fiscal policies; and revenue is shared in accordance with the revenue-share plan detailed herein. CentralSquare will work with City to incorporate mutually-agreed upon changes requested by the City or changes to the City alarm ordinance.
- 4.9 Program remittance lockbox.** CentralSquare shall use only FDIC-insured, bank operated lockboxes for its remittance address and account for all mail-in payments.
- 4.10 Internet-based, fully interactive alarm information updating.** CentralSquare shall provide secure, online access so alarm users may update their alarm information online on a 24/7 basis.
- 4.11 Internet-based payment of invoices.** CentralSquare shall provide alarm holders the ability to pay-by-web directly into a dedicated City alarm program website on a 24/7 basis through a PCI – compliant online payment process.
- 4.12 Enhanced alarm data security.** City data shall be stored in CentralSquare-owned, U.S. based data servers.

4.13 Proven collection techniques. CentralSquare shall provide a variety of techniques to help City collect fines, including multiple and varied noticing at 30, 60 and 90 day-intervals.

4.14 Comprehensive public awareness campaign. CentralSquare shall work with the City to develop a comprehensive public information campaign to ensure the highest degree of compliance and public support.

4.15 Document Control and mail Verification Software (DCMVS). CentralSquare shall use the latest Document Control and Mail Verification Software to interface with the United States Postal Service to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The process shall identify, verify and correct bad addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years.

4.16 Furnish and maintain all facilities, equipment, and supplies. CentralSquare shall provide all computer hardware, furniture, equipment, and software necessary to operate the City's alarm program from its facility in Lake Mary, Florida. All necessary forms, supplies, and postage to administer the alarm program are provided, and the City is not billed separately for these mailing materials.

5.0 Pricing

5.1 Revenue-Sharing Approach. All CentralSquare service fees shall be based on alarm program fees and fines collected. City shall pay no out-of-pocket or startup expenditures. Alarm program collections shall cover all software development, licensing, website hosting Hexagon CAD alarm incident data transfer (CryWolf database side), equipment, postage, and supplies for the false alarm management services.

5.2 Revenue Percentages. Based on expected revenue, projected costs, alarm program activity and the City's alarm ordinance and fee/fine schedule, City shall receive 75% and CentralSquare shall receive 25% of net revenue as defined in section 5.3.

5.3 Net Revenue. The following amounts shall be subtracted and paid from the total collected revenue before the revenue percentages are applied:

- A. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the City;
- B. Bank fees charged by commercial banks including lockbox fees, overdraft protection, fraud protection and other reasonable charges necessary to protect funds in the lockbox;
- C. Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates);
- D. Production of City-specific decals for permit holders; and

E. Third-party credit card processing charges, if any.

5.4 Certified Mail. Any certified mail requirements shall be billed separately on a monthly basis and shall be paid directly from the City's portion of the net revenue as defined in section 5.3.

5.5 Revenue-share Assumptions. Revenue share percentages are based on several assumptions over which CentralSquare has little or no control. If City causes any of the following assumptions to fail, CentralSquare shall notify the City of the material change to the relationship and shall propose new pricing based on the changes. If the parties cannot reach an agreement with regard to revised pricing, either party may terminate the Agreement pursuant to Section 18 herein.

1. The Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract effective date;
2. 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
3. The City supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

6.0 Payment Process.

City and CentralSquare 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 by CentralSquare at a commercial bank;
2. City and CentralSquare 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, CentralSquare will reconcile the alarm related deposits for the most recent completed month and report the same to City. Upon City's approval, City and CentralSquare shall authorize and cause the issuance of electronic (ACH) transfers to City and CentralSquare as follows:
 - a. With regard to the transfer to CentralSquare, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 25% of the net revenue collected during the preceding month, shall be transferred to a bank and account authorized by CentralSquare; and,
 - b. The remaining balance of the net revenue collected during the preceding month of no less than 75%, shall be transferred to a bank account specified by City.
4. At the termination of this Contract, any remaining balance shall be transferred to CentralSquare and to City on the same prorata basis, e.g. 25% and 75% respectively. In addition, CentralSquare will continue to collect payments from the lockbox and record such payments for the City on an Excel spreadsheet

which will be provided to the City on a weekly basis for 90 days. At the end of each month, for the 90-day period, CentralSquare will reconcile the bank statement and spreadsheet of payments after termination date and CentralSquare shall share those payments collected in the lockbox with the CITY and CentralSquare shall be compensated at 25% for those 90 days of payments collected after termination date.

6.1 Delinquent Account Terms

The City and CentralSquare 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 Alabama law be added to the delinquent amounts owed by alarm system users or 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.

7.0 Implementation.

CentralSquare shall develop a complete implementation plan which provides a baseline for project tasks, deliverables and schedule to monitor completion of tasks. It shall be updated as needed by City and CentralSquare. The major tasks of the outsource implementation are as follows:

- A. Complete Contract Paperwork and finalize project startup plan and schedule.
- B. Establish Initial Alarm Data base to include the following:
 1. Obtaining any current alarm company, alarm location and recent false alarm data from the City, if available.
 2. Contacting alarm companies and obtaining their alarm customer location data.
 3. Obtaining alarm location data from citizens via the alarm program website.
 4. Importing alarm location and alarm data into the CryWolf system.
- C. Establish alarm program website, to include review of website template; development of website information; integration and testing of online payment processing; City review and approval of website and links; and CentralSquare testing and implementation of final program website.
- D. Establish collection and payment processes, to include a bank lockbox and bank account; online payment processes; delinquent collection processes; walk-in payment processes; business rules; appeal processes; and a payment reconciliation and revenue share schedule.
- E. Configure CAD interfaces, to include interface methodologies; alarm incident data transfer processes; alarm permit data transfer processes; testing CAD interfaces; and crossover to live CAD data transfer.
- F. Establish administrative processes, to include completion of program of staffing; review of ordinance provisions and interpretations; development of operating procedures and telephone scripts; drafting, review and approval of program correspondence, forms and invoice formats; development of public relations plans; review, testing, implementation and approval of geo-validations processes.
- G. Test and crossover to live operation; and

H. Live Operation to include adding/updating registration; processing daily false alarm activations; generation and transmittal of required alarm notices and invoices; and payment processing and management reporting.

8.0 Time Period.

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of one (1) year following the Effective Date. The City reserves the right to extend this contract for two (2) additional one-year periods as allowable by State Law unless CITY or CONTRACTOR exercise contract termination as outlined in Paragraph 17.

9.0 Price Reductions.

The parties agree in respect to section 2.4 of the RFP as follows: CentralSquare establishes project pricing by evaluating the project size and scope and cannot reduce pricing based on prices offered to other customers.

10.0 Non-Appropriation.

The parties agree in respect to section 2.10 of the RFP as follows: As required by State of Alabama law, the City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year. City shall provide CentralSquare reasonable notice in the event that sufficient funding is not allocated.

11.0 Warranty.

The parties agree in respect to section 2.13 of the RFP that it is not applicable since CentralSquare is not providing any equipment.

12.0 Contract Assignment and Subletting.

The parties agree in respect to section 2.15 of the RFP as follows: Neither party shall assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the other party, which consent shall not be unreasonably withheld. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract. In the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare shall assign such resulting agreement to an entity ready, willing and able to perform its executory obligations hereunder, as

evidenced by an express written assumption of the obligations hereunder by the assignee.

13.0 Right to Inspect.

The parties agree to amend section 2.22 of the RFP to read as follows: The City reserves the right on demand and with reasonable notice to inspect all of CentralSquare's files associated with this contract where payments are based on CentralSquare's record of time, salaries, materials, or actual expenses. This same clause shall apply to any subcontractors assigned to the contract. If the City makes such an inspection, City shall provide CentralSquare with reasonable notice for any such inspection and be responsible for City's expenses related to any such inspection (s); and any material provided in connection with said audit (s) shall be treated as confidential and proprietary.

14.0 Hold Harmless.

CentralSquare shall indemnify and hold harmless City, its elected and appointed officials, employees, agents and specified volunteers from any and all causes of action or claims of damages arising out of or related to Contractor's performance.

15.0 LIMITATION OF LIABILITY.

LIMITED LIABILITY OF CONTRACTOR. CONTRACTOR'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES COLLECTED IN CONNECTION WITH THIS AGREEMENT FOR THE PREVIOUS 12 MONTHS.

EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF USE, DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

BASIS OF THE BARGAIN. CITY ACKNOWLEDGES THAT CONTRACTOR HAS AGREED TO THE REVENUE SHARING STRUCTURE AND ENTERED

INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

16.0 Insurance Requirements.

The parties agree in respect to section 2.16 of the RFP as follows: The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of CentralSquare for products used by and completed operations of CentralSquare; or automobiles owned, leased, hired or borrowed by CentralSquare. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

CentralSquare shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. CentralSquare shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CentralSquare, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance shall be written on an occurrence basis. Claims-made coverage shall be accepted only on an exception basis after the City's express written approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

D. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 1,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

2. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the bidder's Certificate of Liability Insurance.

4. Employers Liability:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease
\$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

- a. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.
- b. CentralSquare's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. CentralSquare is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium shall require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and CentralSquare shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F, SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

CentralSquare shall include all subcontractors as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor.

17.0 RESOLUTION OF DISPUTES

17.1 Exclusive Dispute Resolution Mechanism. The parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in state or federal courts of Madison County, Alabama, if necessary, to protect the rights or property of that Party.

17.2 Good Faith Negotiations. The parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute by video conference.

17.3 Escalation to Mediation. If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation hereunder.

17.4 Mediation. Subject to the provisions below, the parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

17.5 Confidential Mediation. The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.6 In the event that all efforts to resolve any Dispute through negotiations or mediation, proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

18.0 TERMINATION.

18.1 For Convenience. Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other party of such termination and specifying the effective date thereof. If the

Contract is terminated by the City, CentralSquare shall be paid for any services already performed by sharing in the collections of all amounts billed by CentralSquare through the date of termination.

18.2 For Cause. Either party may terminate this Contract for cause if the other party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either party (Non-performing party), the other (Claimant) party shall provide thirty (30) days prior written notice to the non-performing party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing party to the reasonable satisfaction of the Claimant, the Claimant may terminate this Contract after a thirty (30) day written cure notice to the Non-performing party.

18.3 Rights upon Termination.

A. If CITY terminates this Contract or if the CONTRACTOR terminates for cause, CITY, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any False Alarm Management Services fees and civil penalties for Ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on CITY's behalf.

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

18.4 Termination within Initial One (1) Year Period. If this Contract is terminated by the City or its implementation is terminated or postponed by the City during the initial two (2) year period, for any reason other than breach by CentralSquare, CentralSquare shall be entitled to receive a prorated share of its initial startup costs as specified in Paragraph 6.0, in addition to any Service fees owed the CONTRACTOR as described in Paragraph 18.3 – Rights upon Termination.

18.5 City Payment Upon Early Termination (per Paragraph 18.4). If, within the initial one (1) year of the Effective Date, this Contract is terminated by the City for convenience under Paragraph 18.1, or is terminated by CONTRACTOR for cause as defined in Paragraph 18.2, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed \$12,000, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any

other amounts due CONTRACTOR under the Contract. The \$12,000 shall be amortized (reduced) on a straight-line basis (\$1,000 per month) over the initial one (1) year period.

19.0 GENERAL PROVISIONS.

19.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

19.2 Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

19.3 Agreement Deemed to Have Been Jointly Drafted. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

19.4 Waiver. The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

19.5 All Amendments in Writing. No provisions in either party's purchase orders, or in any other business forms employed by either party shall supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

19.6 Third Parties. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19.7 Non Discrimination Policy. In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

19.8 Survivability. The terms of Section 14.0 entitled "Hold Harmless" shall survive termination of this Agreement.

19.9 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 CONTRACTOR:

CentralSquare Technologies
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Legal Department

In the case of CITY:

Chief of Police
Huntsville Police Department
P.O. Box 2085
Huntsville, Alabama 35804-2085

19.10 Entire Agreement. The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of CentralSquare's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

(Purposely left blank, signature page follows)

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Kenneth Benion
Its: Clerk Treasurer

CENTRALSQUARE TECHNOLOGIES, LLC

By: _____
DocuSigned by:
Ron A Anderson
8769F1AD774045B...

Its: VP of Sales
By: Ashley Ainsworth

By: Claire Thompson

Witness _____
DocuSigned by:
Ashley Ainsworth
745E91E3668C43A

Witness _____
DocuSigned by:
Claire Thompson
92BE24FF68A24B5...

Attachment 1 - CAD to CryWolf Data File Transfer Specifications

CryWolf database can except data from a CAD or RMS system that can export, or have extracted, false alarm data in a format the CryWolf can read. These formats include ASCII text (flat file) where the data fields are delimited (separated) by commas, fixed lengths, or "pipe" characters; XML (web services); or MS Excel, CSV, SQL.

- All the data will be read as string from the file.
- CryWolf does not dictate the order of the fields in the text file.
- CryWolf only mandates a few fields (indicated below), but including as many fields as possible, in the extracted false alarm CAD file, is the best approach.
- All others can be included to simplify the work of the False Alarm Unit administrator.

It is recommended that the CAD extraction routine export daily alarm incident data, at a set time each day as specified by the agency. The extracted data will be in the form of a comma- or fixed- length separated, ASCII text file (or other format see above) and will be transferred to a Month/Year- designated folder. This folder will be at a specific network directory location that is accessible by both CAD (or RMS) and CryWolf. This file will include the date in its name, so that it can be easily selected by the agency's CryWolf system operators for import and processing by CryWolf. The data fields in the CAD (or RMS) extracted file will be specified by agency. At a minimum the data fields will include a unique incident number, incident date, street address, suite or apartment if possible, and false alarm clearance code. The maximum number of fields will be limited by the data CryWolf currently maintains as described in table 1.1 of this document.

Mandatory Fields:

Case No	must be unique for each alarm incident
Incident Date	must be in some standard format (mm/dd/yy, mm/dd/yyyy, etc)
Incident Address	such as '123 MAIN ST'
Apartment/Suite	if applicable

The date is stored as a date, but the text string (01/01/01, 01/21/2001, etc.) in the text file is read and then converted as the field is loaded on the screen.

The next fields are used when the program is run in 'interactive' mode, where the program determines whether to charge or not, which assists in processing false alarms faster., the next four fields should be included, if possible.

Desired Fields

Dispatch Code	any code used by the CAD system to tell the type of call
Clearance Code	any clearance code usually given by the officer to the dispatcher indicating whether this was a real crime, a false alarm, nothing found, etc.
Dispatch Comments	what the dispatcher types in usually what is relayed to him/her about the call. ('motion detector going off in back room','owner enroute', etc)
Officer Comments	whatever the officer says to the the dispatcher that is typed into the narrative area of the CAD ('nothing found', 'building checked secure', etc)

All other fields are optional.

A complete list of data fields is shown in Table 1.1

Table 1.1 - List of CryWolf “Call For Service” fields.

FieldName	Type	Size	Description
CaseNo	Text	50	Must be unique for every call
CADAlarmNo	Text	50	If the CAD record includes the Reg #
AlarmType	Text	50	Type of alarm call (fire, holdup, etc)
MonitoredBy	Text	50	CryWolf determines this value
FullAddress	Text	100	Incident address '123 MAIN ST'
Apt	Text	10	Apartment/Suite if applicable
IncidentDate	Date/Time		Actual Date of Incident
TimeReceived	Text	30	Time call received
TimeDispatched	Text	30	Time call dispatched
TimeOnScene	Text	30	Time first officer on scene
TimeCleared	Text	30	Time call is cleared
DispatcherInfo	Text	250	Any dispatcher info (ID, Name, etc)
CallTakerInfo	Text	250	Any Call Taker Info (ID, Name, etc)
OfficerID	Text	30	ID/Name of primary unit
UnitsAssigned	Text	250	List of multiple units if desired
DispatchCode	Text	50	The Call Type
ClearanceCode	Text	50	Final clearance code Must indicate if alarm is 'false' or an actual crime.
BeatNo	Text	50	The Beat/District/Area etc of the call
CADName	Text	250	The CAD 'Common Place Name' Name of the Business or Resident
DisptchComments	Text	AnySize	Comments entered by the Dispatcher
OfcrComments	Text	AnySize	Officer comments (check secure, nothing found, etc)
Extra1	Text	250	Other field of your choice (optional)
Extra2	Text	250	Other field of your choice (optional)
Extra3	Text	250	Other field of your choice (optional)
Extra4	Text	250	Other field of your choice (optional)
Extra5	Text	250	Other field of your choice (optional)
Extra6	Text	250	Other field of your choice (optional)
Extra7	Text	250	Other field of your choice (optional)
Extra8	Text	250	Other field of your choice (optional)
DateEntered	Date/Time		Set by CryWolf
AlarmNo	Text	50	Set by CryWolf