

CONTRACT FOR FALSE ALARM MANAGEMENT SERVICES

THIS CONTRACT FOR FALSE ALARM MANAGEMENT SERVICES ("Contract") made and entered into as of the date of last signature below (the "Effective Date") by and between the City of Everett, WA ("CITY"), and CentralSquare Technologies, ("CST" or "CONTRACTOR"), a Delaware Limited Liability Company having offices at 1000 Business Center Drive, Lake Mary, Florida 32746, each, a "Party", and together, the "Parties".

WITNESSETH:

Whereas, the Everett City Council has enacted ordinances related to alarm systems and false alarms codified at chapter 9.10 EMC and elsewhere in the Everett Municipal Code (collectively, "Alarm Ordinance"), as amended; and

Whereas, the CITY issued a competitive Request for Proposals ("RFP") #2024-070__ for False Alarm Management Services for the CITY and CONTRACTOR submitted a proposal for Alarm Management Services dated August 15, 2024.; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf ("Software"), an integrated suite of software applications operating in a Windows-based environment designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain; and

Whereas, CITY desires to engage the CONTRACTOR to provide the full-service False Alarm Management Services ("Services") described in **Attachment A**; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the Parties agree as follows:

1. Term.

The term of this Contract shall commence upon the Effective Date and shall continue for a period of Five (5) years following the Effective Date. This Contract may be extended for one additional five (5) year period at the sole discretion of the CITY by written notice to the CONTRACTOR from the City's Procurement Department.

2. Contract Documents and Order of Precedence.

The Contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

- A. **Attachment A**, describes the Statement of Work to be provided by the CONTRACTOR and outlines the CITY's operational responsibilities, and **Attachment B**, Pricing and Payment Terms.
- B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A and (3) Attachment B.

3. Alarm Management Statement of Work.

- A. The CONTRACTOR shall provide the Services described in **Attachment A**.
- B. The Services shall assist CITY in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses, and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of CITY's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to CITY of timely false alarm information, all as more specifically described in **Attachment A**.

4. Software License.

CITY shall be licensed and authorized to use the Software ("License") and any additional specific customization and development provided as part of the Services described in **Attachment A**. The License shall cover all Software, including, without limitation, Software interfaces and Software modifications. The scope of the License is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by CITY to access its false alarm information.

5. Duration of the Software License.

CITY shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Services to CITY and/or Licenses the Software in accordance with the termination provisions in this Contract. This License shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the Parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, CITY's License rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B**.

6. Modification of the Software.

- A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and CITY's computer systems required to import or export data in order to implement the Software as described in **Attachment A**.
- B. CITY shall retain a non-exclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the Parties in writing prior to any such additional use.

7. Protecting Confidential and Proprietary Information.

The proprietary information of both Parties is and shall remain the valuable intellectual property of each respective Party. Except as required by law, neither Party shall disclose any such information to any third-party for any reason without the express written consent of the other Party and shall only use the proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the Parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third-parties. Notwithstanding, the Parties recognize that the CITY is a government body subject to compliance with Washington Public Records laws.

Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third-party by CONTRACTOR, except as required by law.

All data received hereunder shall be made a part of CITY's permanent records and files and preserved therein for a period in accordance with the requirements of Washington law. CITY will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate authority(ies). CONTRACTOR shall fully cooperate with the CITY so that the CITY may comply with the CITY's obligations under applicable retention and public records laws.

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the Contract is terminated for any reason, the CONTRACTOR shall provide such data to CITY on a timely basis in a Microsoft Excel electronic file format.

8. Reproduction and Copyright.

- A. The Software is protected under the copyright and patent laws of the United States, and as extended by treaty, with Canada. CITY may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.
- B. CITY may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on CITY single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. Limitations on the Use of the Software.

CITY may not reverse engineer, decompile, or disassemble the Software. The Software is Licensed as a single product. Its component parts may not be separated.

10. Notices of Intellectual Property Rights.

CITY shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

11. Payment.

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

12. Collection of Fines.

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY

shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees from the third-party collection organization on behalf of the CITY.

13. Confidentiality of CITY False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of CITY. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify CITY and give CITY an opportunity to object to the disclosure.

In the event CITY objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it, to the extent provided by law, for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

14. CITY Responsibilities.

- A. CITY shall cooperate with and assist the CONTRACTOR by providing management decisions affecting provision of the Services within ten (10) business days of receipt of CONTRACTOR's request for a.
- B. CITY shall provide the CONTRACTOR with alarm incident records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually agreed implementation plan and in a mutually agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

15. CITY Alarm Administrator.

To facilitate effective communication between CITY and the CONTRACTOR, and in accordance with the Alarm Ordinance, CITY shall designate an alarm administrator ("Alarm Administrator"). The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by CITY. Subject to applicable law, the Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

16. Resolution of Disputes

- A. 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. Termination.

- A. 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, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination.

- B. 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) days written cure notice to the Non-performing Party.
- C. Termination within Initial Two (2) 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 the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any Services fees owed the CONTRACTOR as described in Section 18.

18. Rights upon Termination.

- A. If this Contract terminates, the CONTRACTOR shall offer the CITY an option, which must be exercised no later than thirty (30) calendar days prior to Contract termination, to continue a conditional, uninterrupted, non-exclusive, and non-transferable license to use the proprietary software as necessary to support and administer CITY's alarm ordinance conditional on the payment of one-time transitional service and on-going annual license, maintenance and support fees at the CONTRACTOR's then prevailing rates.
- B. If CITY terminates this Contract for convenience 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 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.
- C. In the event that either Party terminates this Contract, the CONTRACTOR agrees that all data collected under this Contract 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 thirty (30) days of the termination date.

19. Deleted

20. Patent infringement.

The CONTRACTOR shall indemnify CITY, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against CITY to the extent that any such action is predicated on the use of CONTRACTOR's Software, during the term of this Contract. This Indemnification provision shall in no way be limited by any financial responsibility or insurance and shall survive termination of this Contract.

21. Limitation of Liability.

- A. LIMITED LIABILITY OF CONTRACTOR. NEITHER PARTIES' LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS CONTRACT WILL EXCEED AN AMOUNT EQUAL TO THE FEES COLLECTED IN CONNECTION WITH THIS CONTRACT FOR THE PREVIOUS TWELVE (12) MONTHS.
- B. EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT THE CITY , CONTRACTOR, CONTRACTOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT FOR ANY (I) LOSS OF USE, DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION; (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE; (III) SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND (IV) WHETHER OR NOT CITY, 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.
- C. BASIS OF THE BARGAIN. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS AGREED TO THE REVENUE SHARING STRUCTURE AND ENTERED INTO THIS CONTRACT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS CONTRACT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to CITY for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent CONTRACTORs, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits. The CONTRACTOR agrees that it shall add CITY, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all insurance certificates issued under this Contract.

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

City of Everett, WA
2930 Wetmore Ave Suite
Everett, WA 98201

A copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect. The CONTRACTOR shall maintain, update, and renew the certificate(s) for the term of this Contract.

23. Assignment.

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

24. Attorney's Fees.

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

25. Notices.

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

In the case of the CONTRACTOR:

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

In the case of CITY:

City of Everett, WA
Procurement Manager
2930 Wetmore Ave Suite e9E
Everett, WA 98201

26. Governing Law.

The substantive laws of the State of Washington shall govern this Contract without regard to the law of conflicts. Venue shall be in the appropriate court in Snohomish County, WA. Such actions shall neither be commenced in nor removed to federal court.

27. Severability.

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

28. No Waiver.

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

29. Complete Agreement.

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

30. Independent Contractors.

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

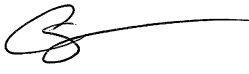
31. Cooperative Purchases.

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

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Whereas, the individuals representing the Parties are both authorized and have executed this Contract effective as of on the date first written above. This Contract may be signed with Adobe Sign, which is fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement will be deemed an original signature and will be fully enforceable as an original signature.

CITY OF EVERETT, WA

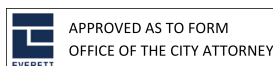
By: 

Cassie Franklin, Mayor

ATTEST



Office of the City Clerk



CENTRAL SQUARE TECHNOLOGIES, LLC

By: 

[Authorized Signing Officer]

Ron A. Anderson, Chief Revenue Officer

[Name and Title – please print]

10/14/2024

[Date]

ATTACHMENT A
CRYWOLF FALSE ALARM MANAGEMENT
SERVICES STATEMENT OF WORK

A. Summary

This CryWolf False Alarm Management Services Statement of Work ("SOW") is a joint effort between CentralSquare Technologies LLC ("CST" or CONTRACTOR) and Everett ("CITY"). This SOW outlines and describes the alarm program management services ("Services") to be provided to the Police and Fire proposed project plan, deliverables, and the tasks required by both CONTRACTOR and CITY personnel. CONTRACTOR will manage police and fire false alarms as described herein within a single database ("CryWolf System") and all alarm program collections will be deposited in a single alarm program bank lockbox account ("Alarm Program").

If a Service is not described in this SOW, then it will not be provided within the scope of this project.

A.1 Alarm Management Services Overview

CONTRACTOR'S alarm services team will administer CITY's Police and Fire Alarm Program in accordance with CITY's Alarm Ordinance.

- A. Secure access online to adaptable reports: CONTRACTOR will provide authorized CITY staff with direct inquiry and report generation capabilities via real-time, encrypted, Web-based connection to alarm management information. This approach provides CITY flexible, secure, and timely access to information.
- B. Recording of program telephone calls: CONTRACTOR call center process will ensure the highest quality customer service including accurate, courteous, and consistent communications with CITY citizens and businesses. In support of these objectives, CONTRACTOR employs a communications appliance integrated into its telephone system to record incoming customer calls. Using this device, digital copies of incoming telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations.
- C. Extensive language support: CONTRACTOR utilizes a language service to provide extensive language support for 175 spoken languages and will provide an array of communication choices for the hearing-impaired including email, text relay, video relay and TTY formats.
- D. Dedicated mailing address and toll-free citizen support line: CONTRACTOR'S alarm management process separates the CITY'S correspondence and calls received from the activity of other alarm programs. CONTRACTOR administers will ensure high-quality and personalized service to the CITY. CONTRACTOR'S support line is available Monday through Friday, except Federal Holidays, 9am to 5pm EST.
- E. Alarm program remittance lockbox: CONTRACTOR will establish a dedicated, program account at a FDIC-insured, commercial bank lockbox facility for all mail-in payments to promote fast, reliable and secure payment processing. All CITY alarm program payments are deposited into this dedicated lockbox account. This approach ensures GAAP-recommended separation of duties ensuring that the same personnel that generate invoices do not also process invoice payments. CONTRACTOR staff does not handle program funds.

- F. Internet-based payment of invoices: CONTRACTOR will process false alarm payments made over the Web through CONTRACTOR hosted website dedicated to the CITY alarm program. "Pay-by-Web" will enable alarm holders to pay individual alarm invoices or the full balance owed, at any time, using the following payment methods: electronic check, credit card or debit card.
- G. Enhanced alarm data security: Alarm response services require the collection, maintenance, and communication of sensitive and highly confidential data about alarm locations. CONTRACTOR provides the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data. CONTRACTOR provides encrypted (Certified TSL) data transfer for all web functions.
- H. Extensive adjudication and hearing support: CONTRACTOR provides a fully integrated hearing and appeal system that allows the adjudication of any action for any account. The Software system generates various reports that document and support all billing, noticing, and status change decisions.
- I. Proven Collection Techniques: CONTRACTOR will process violations and generate collection notices at 30-, 60-, 90- and 120-day intervals. At the direction of the CITY, CONTRACTOR can also engage a third-party collections agency to recover delinquent collections.
- J. Document Control and Mail Verification Software (DCMVS): CONTRACTOR uses the latest DCMVS to interface with the United States Postal Service ("USPS") to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The DCMVS assists to identify, verify, and correct invalid addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years. Utilizing DCMVS creates faster turnaround of invoices, correspondence, and registrations, while assisting in locating people for collections.
- K. 24/7 Dispatch and mobile officer inquiry of alarm site information: CONTRACTOR offers a unique capability for dispatch operators and mobile officers to query the alarm database 24/7 via computer or smart phones. Returned information can include alarm status, e.g. suspended response, alarm system contacts (names and phone numbers), false alarm history and site condition information, e.g. senior in building, hazardous materials or guns stored on premises. This information access promotes better officer and public safety.
- L. Furnish and maintain all supplies: CONTRACTOR provides all computer hardware, furniture, equipment, software and personnel necessary to manage the CITY's alarm program at its processing facilities located in Lake Mary, Florida. CONTRACTOR provides all necessary forms, supplies, postage, and mailing materials to manage the alarm program at CONTRACTOR facilities.

A.1.1 Alarm Program Website and Payment Portal

CONTRACTOR will provide a fully interactive, secure Alarm Program website that can be accessed by a link on CITY's website, available on a 24/7 basis. The website allows alarm users to review registration status, update contact information, renew permits, make payments, and provides alarm training, education and information regarding the CITY's ordinance. The web-based registration may be used by both alarm users and alarm companies (to register their alarm users). The CITY Alarm Program website provides citizens and businesses continuing alarm education by presenting false alarm reduction information and providing access to an online Alarm Awareness Class (Alarm School). The online information can include:

- Alarm Ordinance
- Appeal process
- Registration & reinstatement requirements
- False alarm fee structure
- Tips on How to Reduce False Alarms
- Frequently Asked Questions
- Law Enforcement response guidelines
- Alarm School

The CITY's Alarm Administrator will be provided secure online access to make changes to mailing addresses, phone numbers and contact information for alarm users and alarm companies, as required. This website provides authorized CITY staff secure online access to detailed alarm account information and histories, supporting documentation, financial and alarm activity reports, and real-time hearing and appeals decision making.

Web-based payment of invoices: False alarm payments can be made through the online Alarm Program payment portal. Alarm holders can pay online directly using our dedicated CITY alarm program website which CONTRACTOR will host so that citizens can pay individual alarm invoices, or the full balance owed at any time 24/7. Online payment processing is performed by a third-party, PCI-compliant online payment process company.

A1.2 CITY CAD to CryWolf Alarm Incident Data Transfer:

This SOW includes a data transfer interface from the CITY's New World CAD 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 will configure and extract a data file from the CITY's New World 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 **Exhibit 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.

Any cost required by CITY or CentralSquare for the purchase, License, implementation or support of this data extraction interface is CITY's responsibility and is not included in this SOW.

A.2 CONTRACTOR Tasks to Support the Alarm Program

- Update alarm business, alarm system location and responsible Party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance. Updated information is processed by mail, electronically and / or online.
- Register, renew and invoice alarm system registrations in accordance with the Alarm Ordinance. Registrations and renewals are processed by mail, telephone, or online. Notices related to registration may be sent by email or U.S. mail based on the alarm user contact information maintained.
- Register, renew and invoice alarm monitoring company's licenses in accordance with the Alarm Ordinance. Registrations and renewals may be processed by mail, telephone, or online. Notices related to licenses may be sent by email or mail based on the contact information maintained.
- Import daily into the CONTRACTOR's CryWolf System alarm incident data (in formats prescribed by CONTRACTOR) extracted by the CITY from the CITY CAD system.

- E. Initialize, maintain, secure and back-up program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. CONTRACTOR will comply with the provisions of the Alarm Ordinance, and update Alarm Program business rules to comply with Alarm Ordinance changes as supported by the CONTRACTOR Software.
- F. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by CONTRACTOR.
- G. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. All correspondences will be sent by U.S. mail or email based on the alarm user's accepted contact method(s).
- H. Provide and host an Alarm Program website for public and CITY access. This website can be accessed by link to the CITY's website and allows alarm users to review their registration status, update contact information, renew permits, make online payments, and provides alarm training, education, and alarm program information as provided by the CITY.
- I. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established for the CITY.
- J. Process fee / penalty payments mailed to and deposited in a dedicated bank lockbox account opened by CONTRACTOR at CONTRACTOR's dedicated bank. Payments received from other payment channels, e.g. online, as agreed on by CONTRACTOR and the CITY, will be deposited in the Alarm Program bank lockbox account and payments applied to alarm accounts.
- K. Support alarm hearings and appeals by notifying the CITY of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results.
- L. Provide and maintain computer equipment, software and furniture at CONTRACTOR's processing facilities.
- M. Provide the CITY secure (TSL encrypted), online, access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf System and the designated bank, and agreed upon between the CITY and CONTRACTOR.
- N. Perform special collection functions as directed and authorized by the CITY such as retaining a third-party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

A.3 CITY Tasks to Support the Alarm Program

- A. Appointing a CITY Alarm Administrator and backup administrator who will be the primary points of contact between CONTRACTOR and CITY. The Alarm Administrator(s) is responsible for overseeing CONTRACTOR's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via CONTRACTOR provided online access.
- B. Approving or obtaining CITY approval of policies, procedures and materials used by CONTRACTOR in operating the Program, such as clarifications of Alarm Ordinance provisions, preferred responses to standard public telephone inquiries, and routine correspondence format and content.

- C. Approving content and format of letters authorizing alarm businesses to provide CITY alarm user customer data electronically to the program.
- D. Monitoring Program progress and performance. This will include using CONTRACTOR'S secure internet administrative website to access false alarm processing data and reports, conducting status meetings with CONTRACTOR, generating management reports from the CryWolf System, and keeping other CITY managers informed.
- E. Working with CONTRACTOR to resolve, on a timely basis, any Program policy or procedural issue that can adversely affect the Program, the Program's efficient and effective operation, or CITY.
- F. Requesting or supporting CONTRACTOR's requests of alarm companies, as needed, to provide alarm system information.
- G. Administering the Hearing and Appeals process to include: confirming hearing dates for written appeals submitted by alarm users to CryWolf processing staff; participating as the Program's representative in the hearings; and documenting hearing results and ensuring that the results are provided to CryWolf processing staff to update the CryWolf System.
- H. Documenting and communicating false alarms, and deciding to suspend or limit response, as required by the alarm ordinance.
- I. Responding to alarm service calls, determining whether calls are false alarms, providing any on-scene communications of alarm related information to alarm users, and documenting alarm-related information from the CAD system.
- J. Extracting false alarm call incident data from the CITY CAD system and transferring this data electronically to CONTRACTOR (via CONTRACTOR's FTP site). The data extraction format will be provided by CONTRACTOR and CONTRACTOR will provide the CITY a routine for automating the daily transfer of alarm incident files to CONTRACTOR.
- K. Working with CONTRACTOR to develop a process to ensure that alarm user registration suspensions and revocations receive adequate CITY oversight and approval prior to CITY action, e.g. verified response status.

A.4 Implementation Plan

The following sections provide an overview of the implementation ("Implementation Plan") for this SOW. The Services will be provided directly and managed by CONTRACTOR. CONTRACTOR assumes full responsibility for all deliverables that CONTRACTOR provides and will be the single point of contact for CITY.

A.4.1 Implementation Tasks

An experienced alarm services team under the direction of CONTRACTOR'S project manager will install, configure and maintain the Software in accordance with CITY's requirements and CITY's Alarm Ordinance.

The major tasks of CONTRACTOR'S Implementation Plan are as follows:

- A. Contract and Project Plan:
 - i. Complete Contract paperwork
 - ii. Finalize project continuation of services plan and schedule

ATTACHMENT B

PRICING AND PAYMENT TERMS

B. Revenue-Share Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein.

The CONTRACTOR's Revenue Share is **TWELVE PERCENT (12 %)**.

B.1 Revenue-Share Provisions

- A. The following amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:
- i. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY
 - ii. All necessary bank fees charged by the bank lockbox including overdraft protection, fraud protection and other reasonable charges necessary to protect funds in the lockbox
 - iii. Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates)
 - iv. Third-party credit card processing charges, if any

In this approach, CONTRACTOR and CITY share the objectives of reducing bank, credit card and mailing costs. These costs can be easily reduced by emailing instead of mailing correspondence, encouraging online payments to avoid bank lockbox fees, and establishing convenience fees for online payments to offset credit card fees. As the entity in control of the lockbox, CONTRACTOR will take all reasonable and necessary steps to protect the deposited funds from waste or loss.

- B. Any certified mail requirements will be billed separately on a monthly basis and will be paid directly from the CITY's portion of the revenue-share.
- C. CAD Interface: CONTRACTOR will provide the interface between the CITY's CAD and the CryWolf System as described in Attachment A.

B.2 Revenue Share Assumptions

The revenue share percentages are based on several assumptions over which the CONTRACTOR has little or no control. If CITY causes any of the following assumptions to fail, CONTRACTOR shall have the right to renegotiate the Revenue Share.

- A. The Alarm Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract Effective Date.
- B. The CITY adopts a fair approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 5% annually.
- C. The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

B.3 Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

- A. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited, as soon as practical, in a False Alarm Bank Account ("False Alarm Account") to be established at a commercial bank.
- B. CITY and CONTRACTOR agree to maintain a positive balance of available funds ("Minimum Balance") at all times in the False Alarm Account.
- C. At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY's approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:
 - i. With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 12% of the revenue collected during the preceding month, shall be transferred to a bank account authorized by CONTRACTOR; and,
 - ii. The remaining balance of the revenue collected during the preceding month of no less than CITY 88%, shall be transferred to a bank account specified by CITY.
- D. A remittance advice will be provided to the CITY when the ACH transfer is initiated with the bank. At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and CITY on the same pro-rata basis, e.g. 12% and 88% respectively. In addition, Contractor 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-days period, Contractor will reconcile the bank statement and spreadsheet of payments after termination date and Contractor shall share those payments collected in the lockbox with the CITY and be compensated at 12% for those 90-days days of payments collected after termination date.

B.3.1 Delinquent Account Terms

The Parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the Parties agree that the collection costs shall to the extent permitted by State of Washington 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.

B.3.2 The CITY Payment Upon Early Termination (Per Section 17C)

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

EXHIBIT 1 - CAD to CryWolf Data File Transfer Specifications

CryWolf System database can accept 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.

- A. All the data will be read as string from the file.
- B. CryWolf System does not dictate the order of the fields in the text file.
- C. CryWolf System 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.
- D. 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 CITY. 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 "mm/yyyy" designated folder. This folder will be at a specific network directory location that is accessible by both CAD (or RMS) and CryWolf System. 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 System. The data fields in the CAD (or RMS) extracted file will be specified by CITY. 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 System currently maintains as described in Table 1.1.

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
Case No	Text	50	Must be unique for every call
CAD Alarm No	Text	50	If the CAD record includes the Reg #
Alarm Type	Text	50	Type of alarm call (fire, holdup, etc)
Monitored By	Text	50	CryWolf determines this value
Full Address	Text	100	Incident address ‘123 MAIN ST’
Apt	Text	10	Apartment/Suite if applicable
Incident Date	Date/Time		Actual Date of Incident
Time Received	Text	30	Time call received
Time Dispatched	Text	30	Time call dispatched
Time On Scene	Text	30	Time first officer on scene
Time Cleared	Text	30	Time call is cleared
Dispatcher Info	Text	250	Any dispatcher info (ID, Name, etc)
Call Taker Info	Text	250	Any Call Taker Info (ID, Name, etc)
Officer ID	Text	30	ID/Name of primary unit
Units Assigned	Text	250	List of multiple units if desired
Dispatch Code	Text	50	The Call Type
Clearance Code	Text	50	Final clearance code Must indicate if alarm is ‘false’ or an actual crime.
Beat No	Text	50	The Beat/District/Area etc of the call
CAD Name	Text	250	The CAD ‘Common Place Name’ Name of the Business or
Disptch Comments	Text	AnySize	Comments entered by the Dispatcher
Ofcr Comments	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)
Date Entered	Date/Time		Set by CryWolf
Alarm No	Text	50	Set by CryWolf











2024-070 Alarm Management Contract_101424_SD

Final Audit Report

2024-10-16

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