

## **AGREEMENT FOR ALARM PROGRAM ADMINISTRATION SERVICES**

This Agreement for Alarm Program Administration Services (the "**Agreement**") is made and entered into in Dallas County, Texas by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PMAM**") and the County of Monterey, State of California (the "**County**") to be effective upon the date of execution of this Agreement by the County Manager or the County's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

### **Recitals**

WHEREAS, the County desires to engage the services of PMAM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the County's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

### **Article 1 Scope of Services**

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

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

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

### **Article 2 Terms of Agreement**

- 2.1** The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the "**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day of the calendar month for which PMAM commences billing for its Services to the County hereunder following the installation of the False Alarm Management Program.

- 2.2** PMAM shall receive compensation, including authorized reimbursements including reimbursement for any County fees paid by PMAM to the County to permit PMAM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model.
- 2.3** At any time during the term of this Agreement, the County may request that PMAM perform Special Services for additional compensation to be agreed upon by the County and PMAM prior to the performance of any Special Services by PMAM. As used herein, Special Services means any work which is determined by the County to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PMAM agrees to perform. If the County and PMAM reach an agreement on the performance of Special Services, PMAM shall undertake such Special Services after receiving the authorization from the County.
- 2.4** The County acknowledges and agrees that PMAM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PMAM and the other government agency may be negotiated between PMAM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PMAM, and other agency requirements. PMAM acknowledges and agrees that the County shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PMAM and such other government agency.

**Article 3**  
**PMAM's Responsibilities**

- 3.1** Subject to the limitations hereinafter set forth, PMAM agrees to and shall defend, indemnify and hold harmless the County, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PMAM, or any subcontractor of PMAM. Lack of insurance coverage does not negate PMAM's obligation under this paragraph of this Agreement.
- 3.2** At all times during the term of this Agreement, PMAM shall be an independent contractor and shall not be an employee of the County. The County shall have the right to control Contactor only insofar as the results of PMAM's services rendered pursuant to this Agreement. The County shall not have the right to control the means by which PMAM accomplishes services rendered pursuant to this Agreement.
- 3.3** Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall PMAM be liable for damages or losses attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the Maximum Indemnification Amount. The Maximum Indemnification Amount shall be equal to the sum of: (i) any insurance proceeds actually received by PMAM, or paid by PMAM's insurance carrier to the County, with respect to the claim for indemnification by the County hereunder, and (ii) the amount of fees actually retained by PMAM under this Agreement as its fee during the six (6) months immediately preceding the act Notwithstanding the preceding, the limitations on the

indemnification or other obligations of PMAM set forth in this Section shall not apply to the obligation of PMAM to pay the County its share of the collected revenues as set forth in this Agreement.

- 3.4** Notwithstanding any other obligation of PMAM hereunder, in no event shall PMAM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PMAM had any knowledge that such damages might be incurred.
- 3.5** If PMAM is required to indemnify the County hereunder, PMAM may assume the defense of the County with counsel reasonably acceptable to the County at the expense of PMAM. In addition, the County may engage its own counsel to participate in any defense in any such proceeding at the County's expense.

**Article 4**  
**The County's Responsibility**

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

**Article 5**  
**Insurance Requirements**

- 5.1** At the current time, PMAM does not maintain any offices in the State in which the County is located, nor does PMAM maintain any employees in such State. All Services required to be performed by PMAM hereunder shall be performed by PMAM at its offices in the State of Texas or elsewhere outside the State in which the County is located. PMAM shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. PMAM shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the County, nor shall PMAM allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. PMAM, at PMAM's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:
- 5.1.1** Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the County.
- 5.1.2** Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
- 5.1.3** Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$1,000,000 for each accident, \$1,000,000 policy limit- Disease. The insurer shall

agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from the activities under this Agreement.

- 5.2 All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.
- 5.3 The County shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If PMAM, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The County, at its sole option, may terminate this Agreement.
- 5.4 Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the County, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the County not later than ten (10) days following cancellation.
- 5.5 Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.
- 5.6 Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the County's Purchasing Department.

## **Article 6 Termination of Agreement**

### **6.1** Grounds for Termination

- 6.1.1 The County shall inform PMAM in writing, if PMAM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PMAM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PMAM fail to remedy the problem within ninety (90) days, the County may terminate this Agreement.
- 6.1.2 In addition to any right of termination granted to the County pursuant to the provisions of Section 6.1.1 hereof, the County may terminate this Agreement without cause at any time **after** the first anniversary of the Contract Implementation Date upon thirty (30) days written notice to PMAM, subject to its obligations set forth in Section 6.2 hereof.
- 6.1.3 In addition, the County may terminate this Agreement without cause at any time **prior** to the first anniversary of the Contract Implementation Date (i) upon thirty (30) days written notice to PMAM (ii) the payment of an early termination fee of \$10,000, which fee PMAM may deduct and offset against the next monthly payment or payments due the County from the revenues collected by PMAM on behalf of the County hereunder as liquidated damages and not as a penalty. The parties acknowledge that the actual damages that PMAM would incur as a result of the early termination of this Agreement by the County without cause are uncertain and difficult to accurately estimate because of the parties' inability to predict the number of future permit holders, the fees or fines charged by the County for violation of its alarm ordinances, any other changes in the

County's alarm ordinances that could impact the revenues collected by PMAM hereunder on behalf of the County, and other relevant factors. Accordingly, the parties agree that the foregoing Termination Fee is a reasonable and appropriate estimate of actual damages and shall be deemed liquidated damages and not a penalty. . In the event that PMAM is not able to offset the foregoing termination fee, if applicable, in full against the next monthly payment or payments due the County hereunder, PMAM shall bill the County for the Deficiency Amount. The Deficiency Amount shall be equal to the sum of \$10,000 less the amount of the termination fee that PMAM offset against the next monthly payment due the County (the "**Deficiency Amount**"). The County shall pay the Deficiency Amount to PMAM within 30 days after receipt of an Invoice for the Deficiency Amount.

**6.1.4** PMAM's Fee Schedule and pricing for any and all Services to be provided by PMAM to the County under this Agreement have been set, established and agreed to be based upon the current provisions of applicable County ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce or eliminate the applicable fee, fines and charges, such reduction or elimination shall be effective prospectively only and not retroactively so that the fee earned by PMAM for services provided prior to such modification of the alarm ordinance shall not be affected and the County shall not be entitled to any refund or credit arising from such modification of its alarm ordinance. In addition, if the change in the County ordinances relating to alarms would reduce or eliminate the fee, fines, and charges previously in effect, PMAM reserves the express right to enter into good faith negotiations with the County to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PMAM to the County of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PMAM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PMAM under this Agreement. PMAM shall be paid all fees and costs due and owing PMAM as of the date of said termination. In the event that PMAM is not able to offset the foregoing termination fee, if applicable, in full against the next monthly payment or payments due the County hereunder, PMAM shall bill the County for the Deficiency Amount. The Deficiency Amount shall be equal to the sum of \$10,000 less the amount of the termination fee that PMAM offset against the next monthly payment due the County (the "**Deficiency Amount**"). The County shall pay the Deficiency Amount to PMAM within 30 days after receipt of an Invoice for the Deficiency Amount.

**6.1.5** PMAM may terminate this Agreement upon written notice to the County if the County misuses or attempts to appropriate the proprietary software of PMAM used in connection with its False Alarm Management Program (the "**PMAM Proprietary Software**").

**6.1.6** PMAM may terminate this Agreement without cause at any time after the first anniversary of the Contract Implementation Date upon ninety (90) days written notice to the County.

**6.2** Effect of Termination

**6.2.1** If this Agreement is terminated as provided herein, the County may require PMAM to provide all finished and/or unfinished data and other information of any kind possessed by PMAM in connection with the performance of Services under this Agreement. PMAM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, upon termination of this Agreement:

- 6.2.1a All data relating to alarm permits shall be owned by the County. Upon termination of this Agreement, PMAM shall promptly deliver to the County all data in MS-SQL format.
- 6.2.1b. PMAM retains all rights and title to the PMAM Proprietary Software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The County does not acquire any ownership rights to PMAM Proprietary Software. PMAM Proprietary Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.
- 6.2.1c. PMAM Proprietary Software is considered loaned to the County during the duration of this Agreement as laid out in this Agreement and the County will not have any access to the PMAM Proprietary Software after the conclusion of the Agreement.
- 6.2.1d. The County shall pay PMAM all fees and costs due and owing PMAM as of the date of said termination.
- 6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

**Article 7**  
**Confidentiality of Information**

- 7.1 At all times, PMAM shall recognize the County's sole and exclusive ownership of all information provided by the County, and the sole and exclusive right and jurisdiction of the County to control the use of this information. Similarly, the County recognizes that the PMAM Proprietary Software is owned by PMAM, and the County has no rights or claim thereto.
- 7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law. **County shall promptly inform PMAM if County receives a public records request for information designated by PMAM as confidential so as to provide PMAM an opportunity to object.**
- 7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.
- 7.4 PMAM agrees to return any and all data furnished and information derived hereunder promptly upon a request by the County and its authorized designee.

**Article 8  
General Provisions**

- 8.1** This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.
- 8.2** Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PMAM may assign this Agreement to its successor without consent by the County by giving written notice to the County. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 8.3** This Agreement shall be governed by the laws of the State of California; and venue for any action concerning this Agreement shall be in Monterey County, California.
- 8.4** This Agreement may be amended by the mutual written agreement of the parties.
- 8.5** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 8.6** Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

County of Monterey: Monterey County Sheriff's Office  
Attn: Finance Manager  
1414 Natividad Road  
Salinas, CA 93906

PMAM: PMAM Corporation  
Attn: Mr. Pankaj Kumar, President  
5430 LBJ Freeway, Suite 370  
Dallas, TX 75240

- 8.7** This Agreement may be signed in counterparts, each of which shall constitute an original.

**(Signature Page Follows on Next Page)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the final execution date.

County of Monterey \_\_\_\_\_

PMAM Corporation

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

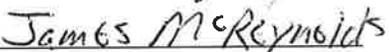
PANKAJ KUMAR,  
Chief Executive Officer

Title: Chief Contracts & Procurement Officer

Attest:

Signed by:  3/12/2026 | 5:28 PM PDT  
By: 

Name: Michael whilden

Name: 

Title: County Counsel

Title: Director of Sales

DocuSigned by:  3/13/2026 | 7:43 AM PDT  
By: 

Name: Patricia Ruiz

Title: Auditor-Controller

## **Exhibit A**

### **Scope of Work and Requirements**

#### **Scope of Work:**

It will be PMAM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis.. PMAM shall accurately convert all pertinent data downloaded from the County's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PMAM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
  - a. Alarm permits
  - b. Permit Holders
  - c. Permit Holders with outstanding charges
  - d. Non-permitted locations with outstanding charges
  - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the County
4. Performance of all the billing in accordance with the County's alarm ordinance, as may be amended from time to time by the County
5. Generation of the following reports including but not limited to:
  - a. New alarm permits issued and fees collected
  - b. Annual permit renewals billed and fees collected
  - c. Permits inactivated or revoked and reason for inactivation or revocation
  - d. Permits reinstated and reason for reinstatement
  - e. Number of false burglar alarms
  - f. Number of false burglar alarms billed and fees collected
  - g. Number of false robbery alarms
  - h. Number of false robbery alarms billed and fees collected
  - i. Number of reinstatement fees billed and fees collected
  - j. False burglary and/or robbery alarms for permit owners
  - k. False burglary and/or robbery alarms for non-permitted owners
  - l. Suspension or revocation Report for permit holders as per ordinance, if applicable

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

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

**Collection requirements and provisions:**

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the County Alarm Program Administration and Collection Service. PMAM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a PMAM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the County.
4. Bills will be due in timelines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by PMAM to apply to Account Receivable system (A/R) to be maintained by PMAM.
6. PMAM will develop an A/R file, which the County will have access to review at any time.
7. System functionality for the County to print a bill for customers wishing to make payments at the walk-in cashier location(s) of the County and to provide on-line information to PMAM regarding such payments so that PMAM can maintain A/R file.
8. PMAM shall provide and maintain a system that enables customers to make **online payments only** through the PMAM platform. All mail-in and walk-in payments shall be directed to, received by, and processed solely by the County Sheriff's Office at the location designated by the County. PMAM shall not receive, handle or process any physical payments. PMAM's system shall provide real-time reporting to the County for all online payments to maintain accurate accounts receivable records.
9. All payments made by mail will be directed to the County Sheriff's Office at the location designated by the County. PMAM shall **not** receive, manage or process any mailed payments or walk in payments. PMAM's responsibilities are limited to processing online payments only and updating accounts receivable records upon receiving payment information from the County.

10. PMAM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. PMAM will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.
12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PMAM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PMAM with the prior written consent of the County or its designee, or (ii) the County or its designee or agent upon written notice to PMAM.

**Processing:**

PMAM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

**PMAM's Obligation:**

In addition to the above, PMAM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the County with an interface document describing the type, size, location, and medium of transfer from the County RMS.
3. Defer to the County regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the County regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

**Training**

1. PMAM shall provide training for the County and Police employees. Training shall be conducted in several sessions on an as needed basis.

**System Coordination**

1. PMAM shall coordinate with the County's Finance Department, Information Services and the County Police Department to develop a system that will allow walk-in payments under the Agreement.
2. PMAM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PMAM will make best efforts to restore service within seventy-two (72) hours
3. PMAM under this Agreement shall establish and provide public education, awareness and information regarding the County's Alarm Management Program.

**County Licensing Fees**

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

**(Continued on Next page)**

**Exhibit “B”**

**Pricing and Receipt of Collections**

This is a revenue sharing contract. PMAM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the County for the total of the actual revenues generated and collected for the County during the life of this Agreement including all adjustments for:

- a. Alarm permit and renewal fees;
- b. False alarms violation fee above a mandated limit;
- c. Reinstatement fees;
- d. Late fee for false alarms, permit fees and renewal fees
- e. Other charges imposed by the County in relation to the County’s
- f. Alarm Program Management and Collection Services (except for criminal penalties).

<b>County of Monterey_____</b>	<b>PMAM Corporation</b>
<b>78%</b>	<b>22%</b>

The County and PMAM shall share the revenue generated from fees, fines, and penalties as described above; provided that all mailing fees incurred in connection with the Services rendered under this Agreement by PMAM shall be paid by the program before the foregoing split of fees. PMAM is **not authorized** to open or maintain a P.O. Box and bank account on the County’s behalf.

In addition, in the event PMAM submits an invoice or other statement to a permit holder for an amount payable to the County and such invoice or other statement is not paid or otherwise discharged within 120 days after the date the initial invoice or statement was mailed or otherwise submitted to such permit holder, the County shall pay PMAM an administration fee of Seven Dollars (\$7.00) for each such invoice or other statement that has not been paid or otherwise discharged within said 120 day period in order to offset, in part, the costs and expenses incurred by PMAM in preparing sending and administering such invoices or statements.

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

In recognition of the fact that PMAM’s Services under the Agreement and the expenses incurred by PMAM in performing such Services are incurred in advance of PMAM receiving a percentage of the fees collected under this Agreement and that the County shall have the benefit of such work as may have been

completed up to the time of such termination, County agrees to continue to pay PMAM its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PMAM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PMAM and the County in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PMAM in accordance with the terms of this Agreement.