

**PROFESSIONAL SERVICES AGREEMENT
FOR
ALARM FEE COLLECTION AND PERMIT SERVICES**

STATE OF TEXAS

COUNTY OF

BEXAR

This Agreement is entered into by and between the CITY of San Antonio, a Texas Municipal Corporation ("CITY") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2024, and PMAM Corporation by and through its President Pankaj Kumar ("CONSULTANT"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 "CITY" is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 "CONSULTANT" is defined in the preamble of this Agreement and includes its successors.
- 1.3 "CHIEF" shall mean the CHIEF of CITY's Police Department.

II. TERM

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the date the ordinance approving this agreement becomes effective and terminate after three (3) years. City shall have the option to renew this Agreement on the same terms and conditions for one (1) additional, three (3) year period. Renewal shall be in writing and signed by the Chief of Police, or designee, without further action by the San Antonio City Council.
- 2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, CITY retains the right to terminate this Agreement at the expiration of each of CITY's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

III. SCOPE OF SERVICES

- 3.1 CONSULTANT agrees to provide the services described in this Article III, Scope of Services, and as stated in Attachment A: City's RFP Solicitation and Attachment B: ITSD Statement of Work.
- 3.2 CONSULTANT agrees to provide administration of the SAPD's Alarm Permit Program. Services include, but are not limited to, administering the issuance and renewal of alarm permits, collection of all related alarm fees for new permits, renewal permits and false alarms, and reduce false alarms.
- 3.3 CONSULTANT shall conform to all applicable federal, state, CITY laws and ordinances related to administration of public records and the collection of fees.

- 3.4 All work performed by CONSULTANT hereunder shall be performed to the satisfaction of CHIEF. The determination made by CHIEF shall be final, binding and conclusive on all Parties hereto. CITY shall be under no obligation to pay for any work performed by CONSULTANT, which is not satisfactory to CHIEF. CITY shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should CONSULTANT's work not be satisfactory to CHIEF; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate. CITY shall notify CONSULTANT in writing of any decision to withhold payment. Should CITY elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

3.5 ALARM SUPPORT OPERATIONS

- 3.5.1 CONSULTANT shall provide all necessary resources, including, but not limited to, materials, equipment, labor, personnel, and all other services at its facilities necessary to administer the Alarms Permit Program (APP).
- 3.5.2 CONSULTANT shall provide all necessary resources to support SAPD with functions that may continue to be performed by SAPD staff, such as alarm fee collection enforcements, and walk-in payments. This includes providing access into the CONSULTANT'S system used for Alarm Permit Program to SAPD staff, with the ability to view and edit records, and manage SAPD user accounts.
- 3.5.3 CONSULTANT shall be the single point of contact for citizens in regard to the APP and shall provide daily citizen assistance in regard to the APP.
- 3.5.4 CONSULTANT shall make all reasonable efforts to maximize customer service, safety, and proficiency of service.
- 3.5.5 CONSULTANT shall collect all alarm fees for new permits, renewals of permits, gated community alarm, and false alarms established by Article IV and V of Chapter 25 of the San Antonio CITY Code, as amended from time to time, and remit to CITY the revenues generated from said.
- 3.5.6 CONSULTANT shall implement a system for collecting the fees established by Article IV and V of Chapter 25 of the San Antonio City Code that were due and owing prior to the execution of this contract, based on accurate information being supplied to Respondent from current SAPD system. To include charges for alarm incidents that had not been related to a specific alarm user ("Unassociated Charges") which occurred two (2) years prior.
- 3.5.7 CONSUTLANT shall implement a system that maintains a table of fees and that generates renewal notices and second notices for active permits in accordance with the provisions of Article IV and V of Chapter 25 of the San Antonio CITY Code.
- 3.5.8 CONSULTANT shall maintain all records in reference to new alarm permits issued, alarm permits renewed, gated community alarm and false alarms, with input and direction from CITY, as needed.
- 3.5.9 CONSULTANT shall provide a system to allow the CITY to access a weekly report detailing all fees collected for new alarm, renewal alarm, gated community alarm and false alarm fees.
- 3.5.10 CONSULTANT's system shall maintain databases with the following:
- a. New Alarm Permits
 - b. Renewal Alarm Permits
 - c. Senior Citizen Alarm Permits
 - d. Government Alarm Permits
 - e. Gated Community Alarm Permits
 - f. Alarm Permits with outstanding charges
 - g. Non-Permitted Alarms with outstanding charges

- h. Address verification database utilizing City street data
- i. Image all documents and attach to alarm permits

3.5.11 CONSULTANT's system shall maintain data necessary to provide the following reports:

- a. New alarm permits issued and fees collected;
- b. Alarm permits issued to senior citizens;
- c. Government alarm permits issued
- d. Gated Community alarm permits issued and fees collected
- e. Annual alarm permit renewals billed and fees collected;
- f. Alarm permits inactivated and reason for inactivation;
- g. Alarm permits reactivated and reason for reactivation;
- h. Number of false security and fire alarms;
- i. Number of false security and fire alarms billed and fees collected;
- j. Number of reinstatement fees billed and fees collected;
- k. False security and fire alarms for permit owners;
- l. False security and fire alarms for non-permit owners'
- m. Alarm permit holders with three or more false alarms at the same location within any twelve-month period;
- n. Alarm permits with outstanding charges;
- o. Non-permitted alarms with outstanding charges; and
- p. Address verification.

In connection therewith, CONSULTANT shall image all documents (electronic or hard copy) necessary or required by CITY.

3.5.12 CONSULTANT shall implement a system that automatically generates a permit number or a tracking number for non-permitted locations as otherwise deemed by the alarm coordinator.

3.5.13 CONSULTANT shall implement a system that maintains the following information:

- (1) current alarm permits status;
- (2) alarm permit number
- (3) alarm permit issue date;
- (4) alarm permit expiration date;
- (5) annual alarm permit renewal date;
- (6) alarm permit suspension date;
- (7) alarm permit reinstatement date;
- (8) alarm permit type or types (commercial or residential);
- (9) false alarm effective date based on installation and/or permit;
- (10) date of each false alarm;
- (11) name of business or residential alarm applicant or permit holder (corporation if applicable);
- (12) alarm permit holder responsible for alarm street address and zip code of property;
- (13) type of property (residential/commercial);
- (14) relevant telephone numbers;
- (15) type of alarm system installed (security or fire);
- (16) full mailing address (including zip code);
- (17) contact persons (minimum number of two) and telephone numbers;
- (18) special circumstances for the site (including, but not limited to, special medical concerns and pet information);
- (19) reasons for denial of the issuance of alarm permits or renewals, which would include, but not be limited to, the following: (a) permit application incomplete, misleading, and/or false, (b) location is not within the corporate CITY limits of San Antonio, (c) applicant has unpaid alarm fees and/or (d) applicant has unpaid false alarm fees;
- (20) historical information on permit issuance, renewal, suspension, and reinstatement for each tracked location; and (21) incident count (true/false alarms) information for each tracked location.

3.5.14 CONSULTANT shall implement a system that generates the following notices and notifications:

- (1) notices to alarm users without permits within five business days of activation; (2) renewal

notices, second notices for active alarm permits, and expiration notices automatically within specified periods of time; (3) notices to alarm permit holders with any false alarm; (4) notices to alarm non-permit holders with false alarms; (5) notices to alarm permit holders with excessive false alarms; and (6) suspension notices based upon the provisions of Article IV and V of Chapter 25 of the San Antonio CITY Code. This notification may be accomplished in several forms, including electronic, telephonic, and postal.

- 3.5.15 CONSULTANT shall implement a system that cross references alarm permits holder names and properties.
- 3.5.16 CONSULTANT shall implement a system that performs searches on any tracked field.
- 3.5.17 CONSULTANT shall maintain a self-service web-based portal to allow a permit holder to print a permit online or request a copy of a permit via mail.
- 3.5.18 CONSULTANT shall implement a system that archives inactive alarm permits, as determined by the alarm coordinator.
- 3.5.19 CONSULTANT shall implement a system that maintains a table of incident criteria, such as the following: (1) alarm permit owner and telephone number; (2) non-alarm permit owner; (3) number of false alarms before first suspension (permit owner only); and (4) number of false alarms for second suspension (permit owner only).
- 3.5.20 CONSULTANT shall implement a system that makes adjustments/corrections/refunds on fees at the request of CITY in accordance with CITY-approved CONSULTANT's policies and procedures. All fee waivers must be approved by the CITY.
- 3.5.21 CONSULTANT shall implement a system that makes adjustments/corrections/refunds on fees relating to accounting errors.
- 3.5.22 CONSULTANT shall implement a system that applies partial payments and/or credit balances.
- 3.5.23 CONSULTANT shall implement a system that maintains an active/inactive flag that will prevent renewal notices from being generated on alarm permits which have been revoked.
- 3.5.24 CONSULTANT shall implement a system that references an account number to a primary account number for billing purposes (e.g., businesses with multiple locations and a central billing site).
- 3.5.25 CONSULTANT shall, at its own expense, conform CITY's existing electronic data to CONSULTANT's electronic database and import that data. In preparation of this, CITY shall provide its electronic database in Microsoft Excel data sheets in the form established by CONSULTANT.

3.6 COLLECTION REQUIREMENTS

- 3.6.1 CONSULTANT shall design, implement, and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the APP. CONSULTANT shall provide all hardware, software, materials, supplies, space, and staff resources as required for that purpose.
- 3.6.2 CONSULTANT shall utilize and manage a payment detail system, account for all transactions, and document all revenue on a scheduled basis.
- 3.6.3 CONSULTANT shall maintain all records related to collected-fees transactions for a period of two years after termination of this contract.
- 3.6.4 CONSULTANT shall implement a system that includes the following:

- (1) a bill format that includes a stub or appropriate remittance form to accompany payment;
 - (2) a bill format, permit forms, envelopes, related correspondence that identifies to the customer a CONSULTANT -staffed and CONSULTANT -maintained office to answer questions about bills and related false alarm system information;
 - (3) bill content and other correspondence that includes instructions directing the customer to call a CONSULTANT-staffed and CONSULTANT -maintained telephone number to answer questions about billing, bill status, and other false alarm system matters;
 - (4) CITY approval of all templates, bill, correspondence, and related matters;
 - (5) the issuance of two bills, the initial bill and a second bill, if necessary, sent thirty days after the due date or the day a collection fee accrues, whichever is later;
 - (6) fee due dates that comply with the provisions of Article IV and V of Chapter 25 of the San Antonio CITY Code;
 - (7) the retaining of records of bills to be used with the A/R system;
 - (8) an A/R file, which CITY will have access to;
 - (9) the ability for customers to pay online, by mail, and with CONSULTANT's cashier/drop box at a walk-in location;
 - (10) a local address maintained and managed by CONSULTANT where payments may be mailed;
 - (11) the ability to track bad check and stop-check occurrences;
 - (12) billing for the appropriate bad check and stop payment charges; and
 - (13) billing and A/R systems that are integrated with the appeals hearing functions to be developed by CONSULTANT to provide for integration of abatements, appeals hearing results, and other appeals process adjustments to the A/R system.
- 3.6.5 Within thirty days of termination of this contract or at the end of the contract period, CONSULTANT shall surrender to CITY all records, files, databases, and related project information and materials.
- 3.6.6 CONSULTANT shall implement a system that generates billing for alarm charges. Said bills shall include the following information: (1) previous/past due amounts; (2) new charges; (3) payments; (4) adjustments; (5) new balance due; (6) type of incident; (7) date; (8) time received; (9) reason/description; and (10) charge, if applicable.
- 3.6.7 CONSULTANT shall implement a system that identifies all incidents and their associated charges during the current billing period.
- 3.6.8 CONSULTANT shall implement a system that provides itemized balance forward capabilities on billings. Said system shall also have the capability of identifying unpaid charges, such as "partial payments" and non-sufficient funds (NSF) fees, and adjustments or credits on the next invoice.
- 3.6.9 CONSULTANT shall implement a system that waives fees and makes appropriate adjustments.
- 3.6.10 CONSULTANT shall implement a system that inputs miscellaneous charges (e.g., returned check charges) on an A/R system.
- 3.6.11 CONSULTANT shall implement a system that generates the following reports: (1) listing of renewal fees not received within thirty days of notice; (2) exception listing of permits/non-permits, which has exceeded established limitations; (3) listing of permits by alarm company, permit number, site address, business/owner name, and reporting districts, patrol beats, and/or divisions; (4) listing of permit counts in all categories; (5) listing of outstanding charges; (6) monthly alarm company activity; (7) daily incident exception report; (8) daily activity reports for new permits, renewal notices, second notices, account billings, and incidents processed; and (9) monthly summary activity reports for new permits, renewal notices, second notices, account billings, and incidents processed.
- 3.6.12 CONSULTANT shall implement a system that provides reports in both alpha and permit/account number order.

- 3.6.13 CONSULTANT shall produce and maintain a website that allows customers to register, renew, and update permit and contact information online. Said website shall also allow for online training for alarm users.
- 3.6.14 CONSULTANT shall implement a system that changes the rate of the alarm fee with thirty days notice from CITY.
- 3.6.15 All information collected by CONSULTANT in connection with this contract shall remain confidential, unless release of said information is required to be released by law or, where release is discretionary, release is approved by CITY.
- 3.6.16 CONSULTANT shall implement a system for collecting the fees established by Article IV and V of Chapter 25 of the San Antonio CITY Code that were due and owing prior to the execution of this contract, based on accurate information being supplied to CONSULTANT from current SAPD FAMS or RMS system. This information will be the sole information supplied and CONSULTANT must rely on its accuracy. To include the "unassociated" charges which have not been related to a specific alarm users two (2) years prior from the date of the execution of this contract.
- 3.6.17 CONSULTANT shall implement a system that provides for collection efforts for delinquent accounts for two years after the due date of the fees established by Article IV and V of Chapter 25 of the San Antonio CITY Code. Such delinquent accounts shall be addressed by CONSULTANT and selected collection agencies, and appropriate fees for collections shall be assessed to alarm users. All accounts due and owing for 90 days or more shall be processed into the delinquent account collection system.

3.7 CONSULTANT's STAFFING

- 3.7.1 CONSULTANT shall be responsible for conducting a complete criminal background check on all their employees that will be assisting with the CITY contract, to include fingerprinting and obtaining verification from federal, state, and local law enforcement agencies prior to starting work. Selected Respondent must also ensure that none of their employees associated with the CITY's contract:
 - a. Has been convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs;
 - b. Is under indictment or has been convicted or granted deferred adjudication that has not resulted in a dismissal for the offense of criminal homicide, including:
 - i. murder, capital murder, manslaughter, but excluding criminally negligent homicide; or
 - ii. during the seven years immediately preceding the application, the employee was convicted or granted deferred adjudication for the offense of criminal homicide, including murder, involuntary manslaughter, criminally negligent homicide, rape, sexual abuse, sexual assault, sale or possession of illegal drugs, robbery or felony theft or any financial crime (bad check and theft of service).
 - c. Is not under indictment or charged by information or complaint or convicted or granted deferred adjudication that did not result in dismissal for any offense involving fraud or theft, the unauthorized use of a vehicle, violation of any state or federal laws regulating firearms, violence to any person except conduct classified as no greater than a Class C misdemeanor offense under state law prostitution or the promotion of prostitution, sexual assault, sexual abuse, lewdness or

indecentcy, for use, sale or possession of drugs, driving while intoxicated, or any job-related offense;

- d. Is not on probation, parole, or mandatory supervision for an offense noted herein; and
- e. Has not falsified or materially omitted pertinent information in any government record.

IV. COMPENSATION TO CONSULTANT

- 4.1 CONSULTANT shall guarantee a minimum annual revenue of \$12,000 to CITY or eighty-six percent (86%) of Total Receipts received by CONSULTANT and CITY, whichever is greater. Adjusted gross sales shall mean the sum of the amount of all revenue collected by Consultant and CITY, whether by cash, check, or credit card, for alarm permits and fees. Adjusted gross sales does not include other costs, fees, or expenses. Adjusted gross sales shall not be offset for credits or waived fees.
- 4.2 On the tenth (10th) day of each month, during the contract term, CITY shall pay to CONSULTANT fourteen percent (14%) of the Alarm Fees collected.
- 4.3 Percentage for Percent Payment on Total Adjusted Gross Sales. CITY retain the Minimum Annual Guarantee or the Percentage for Percent Payment of the Total Adjusted Gross Sales, whichever is greater.
- 4.4 Compensation Review and Adjustments. Compensation as described in Section 4.1, 4.2 and 4.3 will be reviewed by City, as requested annually by Consultant of this Agreement. After the first year of this agreement, compensation adjustments may be made based upon changes in postage fees. Such adjustments shall be at City's sole discretion and shall be reflected in writing by an addendum, executed by the Chief of Police, which shall be attached hereto and incorporated herein for all purposes.
- 4.5 If funds are to be deposited by CONSUTANT, CONSULTANT must maintain a separate bank account (at a bank selected by the CITY of San Antonio) for all revenue and expenses related to the performance of the scope of services; there shall be no commingling with funds from any other activity of the CONSULTANT.
- 4.6 The City as an exclusive merchant banking (credit card services) relationship. In accordance with the credit card services contract, the current provisions indicate that the City's merchant banking contractor shall be the City's exclusive provider of all transaction processing services (including, without limitation, the authorization, conveyance and settlement of Transactions), and City shall not use the services of any bank, corporation, entity or person other than them for such services. CONSULANT must be certified to process credit card transactions through the City's current Merchant Banking Services Provider's platform, which is the Payments Business Portal (PBP) platform through NCR Payment Solutions. Should the City's Merchant Banking Services Provider change, the CONSULTANT must have the capability of adjusting and be required to adjust to accommodate possible changes in the platform utilized. These provisions are applicable to any proposed subcontractors.

In the event that CONSULTANT either stores, processes, manages, transmits, and/or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, CONSULTANT shall comply with Payment Card Industry (PCI) Security Standards Council (SSC) standards (i.e. Payment Application (PA), Data Security Standards (DSS) and/or Credit Card Brand Service Provider Registration) and provide any certification and/or other documentation required to ensure PCI-SSC compliance as requested. CONSULTANT will be required to provide a status report and evidence of validation of compliance at least annually. This provision is applicable to any current or future subcontractors.

- a. CONSULTANT shall supply a current PCI DSS Attestation of Compliance (AOC).

- b. The CONSULTANT's credit card software, interface, or third-party application must include testing and the recommended implementation process, as well as a sample implementation schedule.
 - c. If the City requires the use of multiple merchant accounts for various locations and/or facilities, the CONSULTANT's software, interface, or third-party application must have the capability of processing and accommodating multiple merchant accounts.
- 4.7 CITY shall not be obligated or liable to any third party under this contract for any fees or costs associated with the provision of any goods or services pursuant to this contract.
- 4.8 CONSULTANT shall be responsible for all costs, fees and expenses incurred by CONSULTANT in completing the work required by this contract,
- 4.9 Final acceptance of work products and services require written approval by CITY. The approving official shall be CHIEF. Payment will be made to CONSULTANT following written approval of the final work products and services by CHIEF, which shall be made no later than the payment date specified in Section 4.2. CITY shall not be obligated or liable under this Contract to any party, other than CONSULTANT, for the payment of any monies or the provision of any goods or services.
- 4.10 Upon written notification, CITY and CONSULTANT with agree that the percentage of fees collected shall be re-evaluated and renegotiated by CITY and/or CONSULTANT if there is a significant change in Alarm Fee Collection due to macroeconomic factors. CITY and CONSULTANT shall only be allowed to petition for a renegotiation within three months of the end of each contract year. CITY will consider petition only if the CONSULTANT demonstrates performance that maximizes the potential revenue in the collection of Alarm Fee Collection. No Council Action will be needed.
- 4.11 CONSULTANT shall provide the following Revenue Reports:
- a. Listing of renewal fees not received within 30 days of notice
 - b. Exception listing of permits/non-permits, which has exceeded established limitations
 - c. Listing of permits by:
 - 1. Alarm company
 - 2. Permit number
 - 3. Site address
 - 4. Business / Owner name
 - 5. Reporting Districts, Patrol Beats and/or Divisions
 - d. Listing of permit counts in all categories.
 - e. Listing of outstanding charges
 - f. Monthly Alarm company activity
 - g. A daily incident exception report
 - h. Daily activity reports including:
 - 1. New permits
 - 2. Renewal notices
 - 3. Second notices
 - 4. Account billings
 - 5. Incidents processed
 - n. Monthly summary activity reports of the same processes stated in item "h"
 - o. Frequent offender report by number of false alarms or number of unpaid false alarms fines.

V. OWNERSHIP OF DOCUMENTS

- 5.1 Except as provided in Section 5.3 below, any and all writings, documents or information in whatever form and character produced by CONSULTANT pursuant to the provisions of this Agreement is the exclusive property of CITY without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by CONSULTANT.

- 5.2 CONSULTANT understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, CITY has the right to use all such writings, documents and information as CITY desires, without restriction.
- 5.3 CITY understands and acknowledges that CONSULTANT retains all right and title to its proprietary software used in connection with its False Alarm Management Program (the "CONSULTANT's 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. CITY does not acquire any ownership rights to CONSULTANT's Proprietary Software. CONSULTANT's Proprietary Software is protected in favor of CONSULTANT, as well as any future registered trademarks, are trademarks of CONSULTANT.

VI. RECORDS RETENTION

- 6.1 CONSULTANT and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the CITY at their respective offices, at all reasonable times and as often as CITY may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.
- 6.2 CONSULTANT shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years after the month in which the services were provided during the term of this Agreement; provided that upon termination of this Agreement, CONSULTANT shall promptly deliver to CITY all CITY data in MS-SQL format whereupon the obligation of CONSULTANT to maintain CITY data and documents shall cease (hereafter referred to as "retention period").CONSULTANT acknowledges and agrees that CITY shall have access to any and all such documents at any and all times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require CONSULTANT to return the documents to CITY at CONSULTANT's expense prior to or at the conclusion of the retention period. In such event, CONSULTANT may retain a copy of the documents at its sole cost and expense.
- 6.3 CONSULTANT shall notify CITY, immediately, in the event CONSULTANT receives any requests for information from a third party, which pertain to the documentation and records referenced herein. CONSULTANT understands and agrees that CITY will process and handle all such requests.

VII. TERMINATION

- 7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.
- 7.2 Termination Without Cause. This Agreement may be terminated by CITY without cause upon 90 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, CITY may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by CITY.

- 7.4 Defaults With Opportunity for Cure. Should CONSULTANT default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. CITY shall deliver written notice of said default specifying such matter(s) in default. CONSULTANT shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If CONSULTANT fails to cure the default within such 30 day cure period, CITY shall have the right, without further notice, to terminate this Agreement in whole or in part as CITY deems appropriate, and to contract with another CONSULTANT to complete the work required in this Agreement. CITY shall also have the right to offset the cost of said new Agreement with a new CONSULTANT against CONSULTANT's future or unpaid invoice(s), subject to the duty on the part of CITY to mitigate its losses to the extent required by law and subject to the limitations set forth in Section 11.5 hereof.
- 7.4.1 Failure to comply with the terms and conditions stated in Article XIV. SBEDA;
 - 7.4.2 Bankruptcy or selling substantially all of company's assets;
 - 7.4.3 Failing to perform or failing to comply with any covenant herein required; or
 - 7.4.4 Performing unsatisfactorily.
 - 7.4.5 Lost revenue resulting from errors or omissions of CONSULTANT, including any discovered during periodic reviews by the CITY.
- 7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.6 Termination Upon Change in CITY Ordinance. The compensation to CONSULTANT under this Agreement has been set, established and agreed to be based upon the current provisions of applicable CITY 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 CONSULTANT for services provided prior to such modification of the alarm ordinance shall not be affected and CITY shall not be entitled to any refund or credit arising from such modification of its alarm ordinance. Upon written notification, CITY and CONSULTANT agree that the percentage of fees collected shall be re-evaluated and renegotiated by CITY and/or CONSULTANT if there is a significant change in Alarm Fee Collection due to macroeconomic factors. CITY and CONSULTANT shall only be allowed to petition for a renegotiation within three months of the end of each contract year. CITY will consider petition only if the CONSULTANT demonstrates performance that maximizes the potential revenue in the collection of Alarm Fee Collection. If, within 30 days of notice from CONSULTANT to CITY of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then CONSULTANT reserves the right to terminate this Agreement upon written notice to CITY. Said termination shall not be deemed to be a default by CONSULTANT under this Agreement. Consult shall be paid all fees and costs due and owing CONSULTANT as of the date of said termination.
- 7.7 Regardless of how this Agreement is terminated, CONSULTANT shall effect an orderly transfer to CITY or to such person(s) or firm(s) as the CITY may designate, at no additional cost to CITY, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by CONSULTANT, or provided to CONSULTANT, hereunder, regardless of storage medium, if so requested by CITY, or shall otherwise be retained by CONSULTANT in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by CITY and shall be completed at CONSULTANT's sole cost and expense. Payment of compensation due or to become due to CONSULTANT is conditioned upon delivery of all such documents, if requested by CITY.
- 7.8 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, CONSULTANT shall submit to CITY its claims, in detail, for the monies owed by CITY for services performed under this Agreement through the effective date of termination. Failure by CONSULTANT to submit its claims within said forty-five (45)

calendar days shall negate any liability on the part of CITY and constitute a Waiver by CONSULTANT of any and all right or claims to collect moneys that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

- 7.9 Upon the effective date of expiration or termination of this Agreement, CONSULTANT shall cease all operations of work being performed by CONSULTANT or any of its subcontractors pursuant to this Agreement.
- 7.10 Termination not sole remedy. In no event shall CITY's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action, subject however to the limitations set forth in Section 11.5 hereof.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for CITY, to:

Contract Manager
Contract Administration Office
CITY of San Antonio
Police Department

If intended for CONSULTANT, to:

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

IX. NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, CONSULTANT understands and agrees to comply with the Non-Discrimination Policy of the CITY of San Antonio contained in Chapter 2, Article X. of the CITY Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

X. AUDITS

10.1 Performance Audit. Periodical performance audits will be performed during the Term of this Agreement. Such audits may be performed by CITY or a designated representative of CITY and may include, but not be limited to, a comprehensive review of Alarm Support operations, system security, Payment Card Industry (PCI) Compliance, Merchant Banking, adherence to all state, city laws and ordinances related to administration of public records and the collection of fees, and personnel. After the completion of such performance audit, Consultant shall be notified by the Chief of conditions needing correction or improvement. Consultant shall promptly comply with any such notice.

XI. PERFORMANCE BOND REQUIREMENTS

11.1 Performance Bond. Contractor shall cause to be made, executed and furnished to the CITY upon the effective date of this Agreement a Performance Bond made payable to the CITY of San Antonio in a form acceptable to CITY in the amount of the contract price or ONE HUNDRED THOUSAND

DOLLARS (\$100,000.00). Such bond shall be executed by a corporate surety licensed pursuant to the Texas Insurance Code and listed on the U.S. Department of Treasury's Listing of Approved Sureties and conditioned on the faithful performance of all Alarm Support operations as outlined in the conditions and covenants of this Agreement. The Performance Bond is to be renewable on each anniversary date of this Agreement or extension hereto.

XII. INSURANCE

- 12.1 No later than 30 days before the agreement takes effect, CONSULTANT must provide a completed Certificate(s) of Insurance to CITY's Police Department. The certificate must be:
- clearly labeled with the legal name of the event in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Police Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement. If the CITY does not receive copies of insurance endorsement, then by executing this Agreement, CONSULTANT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the event.

- 12.2 The CITY's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 12.3 LICENSEE/CONSULTANT/VENDOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the LICENSEE claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
*1. Workers' Compensation *2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Products/completed operations c. Personal/ Advertising Injury d. Contractual Liability *e.	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

5. Professional Liability (Claims Made)	\$1,000,000 per claim for damages by reason of any act, malpractice, error, or omission in professional services.
6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage

- 12.4 CONSULTANT must require, by written contract, that all subCONSULTANTS providing goods or services under this Agreement obtain the same insurance coverages required of CONSULTANTS and provide a certificate of insurance and endorsement that names CONSULTANT and CITY as additional insureds. Respondent shall provide CITY with subCONSULTANT certificates and endorsements the subCONSULTANT starts work.
- 12.5 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the CITY, to receive copies of the policies, declaration page and all endorsements. CONSULTANT must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:
CITY of San Antonio
Attn: San Antonio Police Department
P.O. Box 839966
San Antonio, Texas 78283-3966
- 12.6 CONSULTANT's insurance policies must contain or be endorsed to contain the following provisions:
- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
 - CONSULTANT shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
 - Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 12.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONSULTANT's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 12.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure

to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

- 12.9 In addition to any other remedies CITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONSULTANT to stop work and/or withhold any payment(s) which become due to LICENSEE under this Agreement until CONSULTANT demonstrates compliance with requirements.
- 12.10 Nothing contained in this Agreement shall be construed as limiting the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subCONSULTANTS' performance of the work covered under this Agreement.
- 12.11 CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by CITY for liability arising out of operations under this Agreement.
- 12.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of CITY shall be limited to insurance coverage provided.
- 12.13 CONSULTANT and any subCONSULTANT are responsible for all damage to their own equipment and/or property result from their own negligence.

XIII. INDEMNIFICATION

- 13.1 **Subject to the limitations hereinafter set forth, CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, CONSULTANT or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 13.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

- 13.3 Defense Counsel - CITY shall have the right to reasonably approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONSULTANT shall retain CITY approved defense counsel within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this Agreement. If CONSULTANT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 13.4 Employee Litigation — In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.
- 13.5 Limitation on CONSULTANT Liability. Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall CONSULTANT be liable for damages or losses attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the 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 CONSULTANT, or paid by CONSULTANT's insurance carrier to the CITY, with respect to the claim for indemnification by the CITY hereunder, and (ii) the amount of fees actually retained by CONSULTANT under this Agreement as its fee during the six (6) months immediately preceding the act or omission that generated CONSULTANT's indemnification obligation hereunder. Notwithstanding the preceding, the limitations on the indemnification or other obligations of CONSULTANT set forth in this Section shall not apply to the obligation of CONSULTANT to pay the CITY its share of the collected revenues as set forth in this Agreement.

In addition, notwithstanding any other obligation of CONSULTANT hereunder, in no event shall CONSULTANT 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 hereunder, whether or not CONSULTANT had any knowledge that such damages might be incurred.

XIV. ASSIGNMENT AND SUBCONTRACTING

- 14.1 CONSULTANT shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees. CONSULTANT does not expect to use any subcontractors in the performance of this contract.
- 14.2 If CONSULTANT decides to use a subcontractor, CONSULTANT shall notify the CITY in writing of the name and specialty of any subcontractor, and such use shall not begin unless and until such use is approved, in writing, by the CHIEF or his designee.
- 14.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of CONSULTANT. CITY shall in no event be obligated to any third party, including any subcontractor of CONSULTANT, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the CITY Council.
- 14.4 Except as otherwise stated herein, CONSULTANT may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the

CITY Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, CONSULTANT shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor CONSULTANT, assignee, transferee or subcontractor.

- 14.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should CONSULTANT assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, CITY may, at its option, cancel this Agreement and all rights, titles and interest of CONSULTANT shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to CITY under this Agreement. The violation of this provision by CONSULTANT shall in no event release CONSULTANT from any obligation under the terms of this Agreement, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY, which CITY sustains as a result of such violation.

XV. INDEPENDENT CONTRACTOR

CONSULTANT covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of CITY; that CONSULTANT shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and CONSULTANTS; that the doctrine of "respondeat superior" shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and CONSULTANTS, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between CITY and CONSULTANT. The parties hereto understand and agree that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONSULTANT under this Agreement and that the CONSULTANT has no authority to bind the CITY.

XVI. RESERVED

XVII. CONFLICT OF INTEREST

- 17.1 The Charter of the CITY of San Antonio and the CITY of San Antonio Code of Ethics prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the CITY. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- a CITY officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
 - an entity in which any individual or entity listed above is (i) a subcontractor on a CITY contract, (ii) a partner or (iii) a parent or subsidiary entity.
- 17.2 Pursuant to the subsection above, CONSULTANT warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the CITY, CONSULTANT does not cause a CITY employee or officer to have a prohibited financial interest in the Contract. CONSULTANT further warrants and certifies that it has tendered to the CITY a Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

XVIII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both CITY and CONSULTANT. Chief shall have authority to execute amendments on behalf of the City, including compensation adjustment pursuant to Section 4.4, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

XIX. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the CITY Charter, CITY Code, or ordinances of the CITY of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XX. LICENSES/CERTIFICATIONS

CONSULTANT warrants and certifies that CONSULTANT and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXI. COMPLIANCE

CONSULTANT shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XXII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of CITY, such changes must be approved by the CITY Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXIII. LAW APPLICABLE & LEGAL FEES

- 23.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 23.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the CITY of San Antonio, Bexar County, Texas.
- 23.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXIV. LEGAL AUTHORITY

The signer of this Agreement for CONSULTANT represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of CONSULTANT and to bind CONSULTANT to all of the terms, conditions, provisions and obligations herein contained.

XXV. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXVI. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXVII. INCORPORATION OF ATTACHMENTS

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments hereto:

Attachment A: City's RFP Solicitation

Attachment B: ITSD Statement of Work

XXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 28.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.
- 28.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 28.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
- 28.4 By submitting an offer to or executing contract documents with the CITY of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. CITY's hereby relies on Company's verification. If found to be false, CITY may terminate the contract for material breach.

XXIX. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

- 29.1 Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

- 29.2 Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).
- 29.3 By submitting an offer to or executing contract documents with the CITY of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. CITY hereby relies on Company's verification. If found to be false, CITY may terminate the contract for material breach.

**XXX. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE
AGAINST FIREARM AND AMMUNITION INDUSTRIES.**

- 30.1 Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 30.2 "Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- 30.3 By submitting an offer to or executing contract documents with the CITY of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. CITY hereby relies on Company's verification. If found to be false, CITY may terminate the contract for material breach.

**XXXI. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN,
SUDAN, OR FOREIGN TERRORIST ORGANIZATION**

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. CONSULTANT hereby certifies that it is not identified on such a list and that it will notify CITY should it be placed on such a list while under contract with CITY. CITY hereby relies on CONSULTANT's certification. If found to be false, or if CONSULTANT is identified on such list during the course of its contract with CITY, CITY may terminate this Agreement for material breach.

XXXII. PROHIBITED CONTRIBUTIONS

- 32.1 CONSULTANT acknowledges that CITY Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the CITY of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. CONSULTANT understands that if the legal signatory entering the contract has made such a contribution, the CITY may not award the contract to that contributor or to that contributor's business entity.

Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

32.2 CONSULTANT acknowledges that the CITY has identified this Agreement as high profile.

32.3 CONSULTANT warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of CITY Code section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signor of this Agreement violate this provision, the CITY Council may, in its discretion, declare this Agreement void.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

**CONSULTANT
PMAM Corporation**

(Signature)



(Signature)

Printed Name: _____
Title: _____
Date: _____

Printed Name: **Pankaj Kumar**
Title: **President**
Date: **7/2/2024**

Approved as to Form:

Assistant City Attorney