

C14-05-538

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES ("Contract") made and entered into this 20 day of May, 2014, by and between **St. Lucie County, Florida**, with its main offices located at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, ("COUNTY") and **AOT Public Safety Corporation, dba Public Safety Corporation** ("CONTRACTOR"), a corporation of the State of Maryland with its principal offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602.

WITNESSETH:

Whereas, the St. Lucie County Board of County Commissioners has adopted and plans intends to amend an ordinance related to alarm systems and false alarms ("Alarm Ordinance"); and

Whereas, the goal of the COUNTY is to encourage more responsible use of alarm systems and to reduce the number of false alarms to which public safety officers must respond by accurately tracking false alarm instances and assessing fees and penalties as required by the Alarm Ordinance; and

Whereas, in its implementation of the Alarm Ordinance, the County is authorized to engage a third-party CONTRACTOR to assist the COUNTY in the preparation of amendments to the Alarm Ordinance and provides for the enforcement of the Alarm Ordinance so that persons and organizations that use alarm systems can be held accountable for false alarms through a system of fees and penalties; and

Whereas, on November 10, 2013, the COUNTY issued a request for proposals (RFP Number: 14-006) to obtain the services of a professional, highly qualified full service false alarm solution firm to provide all services related to the implementation, maintenance, and customer service of the COUNTY's false alarm program; and

Whereas, the CONTRACTOR submitted a Proposal on December 11, 2013 in response to the RFP and this Proposal was deemed by the COUNTY to be the most responsive proposal received and in the best interest of the COUNTY, all factors considered; and

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

Whereas, The COUNTY desires to engage the CONTRACTOR to provide the full service false alarm solution ("Services") described in Attachment A; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the parties agree as follows:

1. Term.

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of two (2) years following the date the CONTRACTOR begins tracking and billing COUNTY false alarms. This contract shall automatically renew for additional one year periods unless either the COUNTY notifies the CONTRACTOR or the CONTRACTOR notifies the COUNTY in writing no later than ninety (90) days prior to the expiration of the initial or any annual renewal term that the COUNTY or CONTRACTOR wishes to terminate this Agreement.

2. Contract Documents and Order of Precedence.

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

A. **Attachment A**, describes the Scope of Services to be provided by the CONTRACTOR and the COUNTY's operational responsibilities, and **Attachment B**, Payment Terms.

B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A; and (3) Attachment B.

3. Preparation of Amendments to Alarm Ordinance.

The Contractor shall assist the County in the review and drafting of amendments to the current Alarm Ordinance in order to provide for a more efficient and effective process for the registration and operation of alarm systems in St. Lucie County.

4. Alarm Management Scope of Services.

A. The CONTRACTOR shall provide the Alarm Management Services described in **Attachment A**.

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

5. Software license.

The COUNTY shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Alarm Management Services

described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by the COUNTY to access its false alarm information.

6. Duration of the Software License.

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

7. Modification of the Software.

A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and the COUNTY's computer systems required to import or export data in order to implement the Software.

B. The COUNTY shall retain a nonexclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the parties in writing prior to any such additional use.

8. Protecting Confidential and Proprietary Information.

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

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

All data received hereunder shall be made a part of the COUNTY's permanent records and files and preserved therein for a period in accordance with the requirements of Florida law. The COUNTY will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate Florida State or COUNTY agency.

All alarm related data maintained by the CONTRACTOR shall remain the property of the COUNTY. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to The COUNTY on a timely basis in a mutually acceptable, electronic file format.

9. Reproduction and Copyright.

A. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. The COUNTY may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

B. The COUNTY may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on the COUNTY single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

10. Limitations on the Use of the Software.

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

11. Notices of Intellectual Property Rights.

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

12. Payment.

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

13. Collection of Fines.

The COUNTY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator. If the COUNTY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the COUNTY shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees on behalf of the COUNTY.

14. Confidentiality of COUNTY False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of the COUNTY. If such disclosure is compelled or required in any judicial or administrative

proceeding, the CONTRACTOR shall, before disclosing such information, first notify The COUNTY and give the COUNTY an opportunity to object to the disclosure.

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

15. COUNTY Responsibilities.

A. The COUNTY shall cooperate with and assist the CONTRACTOR by providing management decisions affecting startup or provision of the Alarm Management Services within ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and the COUNTY at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve the following program target milestones:

- 1) Commence Services implementation activities on the Effective Date;
- 2) Begin collecting and processing alarm location information within sixty (60) days of the Effective Date; and
- 3) Begin processing false alarm activations within ninety (90) days of the Effective Date.

The Implementation Plan shall be agreed to in writing by both parties and upon execution by both parties shall be incorporated into this Contract by reference. If factors beyond the CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

B. The COUNTY shall provide the CONTRACTOR with CAD alarm incident Records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

16. COUNTY Alarm Administrator.

To facilitate effective communication between the COUNTY and the CONTRACTOR, and in accordance with the Alarm Ordinance, each Agency shall designate an Alarm Administrator to manage security alarms for its Agency. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. In addition, each Agency shall designate a secondary Alarm Administrator to act on behalf of the Agency's primary Alarm Administrator when the Agency's primary Alarm Administrator is unavailable. Each Agency's Alarm Administrator shall have the authority to waive, void, or modify violation notices and the resulting fine amounts related to the alarms under its jurisdiction. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format by the Agency Alarm Administrator or designee.

17. Resolution of Disputes.

A. *Mediation.* In the event of a dispute between the parties concerning any matter arising under this Contract, the parties shall proceed to good-faith mediation of the dispute. The mediation venue shall be St. Lucie County, Florida. The cost of mediation shall be shared equally.

18. Termination.

A. *For Convenience.* Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the COUNTY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination. If the Contract is terminated by the CONTRACTOR, the CONTRACTOR shall provide an option for the COUNTY to transition operation of the alarm program to COUNTY facilities and staff using the CONTRACTOR's proprietary Software as described in Paragraph 18A.

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

C. *Termination Within Initial Two (2) Year Period.* If this Contract is terminated by the COUNTY or its implementation is terminated or postponed by the COUNTY during the initial two (2) year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any Service fees owed the CONTRACTOR as described in Paragraph 18 – Rights upon Termination.

19. Rights upon Termination.

A. If the CONTRACTOR is entitled to terminate this Contract or the COUNTY chooses not to continue the Contract for its convenience, the CONTRACTOR shall offer the COUNTY an option, which must be exercised within thirty (30) calendar days after the Notice of Termination, to continue a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer the COUNTY's Alarm Ordinance conditional on the payment of one-time transitional service and ongoing annual license, maintenance and support fees at the CONTRACTOR's then prevailing rates.

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

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

20. Indemnification.

A. The CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of the COUNTY or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

B. In the event that a claim is made against the CONTRACTOR, which arises out of the negligence or willful misconduct of the COUNTY or any of the COUNTY's employees, the COUNTY shall indemnify the CONTRACTOR to the extent the COUNTY is liable and authorized to do so under the law.

C. Any party seeking indemnification shall promptly notify the other party of its discovery of any matter-giving rise to a claim of indemnity. For each individual claim, the indemnifying party shall have no obligation to the other or to any third party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both parties.

20. Patent infringement.

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

21. Limitation of Liability.

In no event shall either Party be liable to the other for consequential, special, or incidental damages arising out of or relating to performance and nonperformance. This limitation shall apply regardless of the form of action, whether in contract or in tort, including negligence or misrepresentation.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to the COUNTY for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits.

The CONTRACTOR agrees that it shall add the COUNTY, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract.

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

St. Lucie County
2300 Virginia Avenue
Fort Pierce, Florida, 34982
Attention: Contracts Coordinator

a copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect and that the coverage will not be canceled or changed until thirty (30) days after written notice is given to the COUNTY. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

23. Assignment.

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

24. Attorney's Fees.

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

25. Notices.

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

In the case of the CONTRACTOR:

Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Attention: Contract Administration

In the case of the COUNTY:

County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, Florida, 34982

With copies to: County Attorney
St. Lucie County
2300 Virginia Avenue
Fort Pierce, Florida 34982

Public Safety and Communications Director
St. Lucie County
2300 Virginia Avenue
Fort Pierce, Florida 34982

26. Governing Law.

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

27. Severability.

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

28. No Waiver.

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

29. Complete Agreement.

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

30. Independent Contractors.

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

31. Cooperative Purchases.

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

WHEREAS, the individuals representing the parties are both authorized and have executed this Contract effective as of on the date first written above.

ATTEST:



DEPUTY CLERK

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: 

CHAIR



**APPROVED AS TO FORM AND
CORRECTNESS**

BY: 

ASSY COUNTY ATTORNEY

ATTEST:



SECRETARY

PUBLIC SAFETY CORPORATION

BY: 

VICE PRESIDENT

(SEAL)

ATTACHMENT A

Scope of Services

Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of the CONTRACTOR and the COUNTY. These Services are described in more detail in the CONTRACTOR's Proposal in response to the COUNTY's RFP Number: 14-006.

CONTRACTOR Responsibilities

1. At the beginning of the project, electronic conversion/import to PSC computer server(s) of any COUNTY alarm program records required to support the proposed CONTRACTOR services. These records may contain historical COUNTY alarm business, alarm system location, responsible party and other alarm data previously developed by or for the COUNTY. CONTRACTOR shall obtain this data directly from the COUNTY and relies on the COUNTY for the accuracy and completeness of any such historical data;
2. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the COUNTY Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
3. Register, renew and bill the registration of alarm systems in accordance with the Ordinance. Registrations and renewals may be processed by mail, telephone, electronically and / or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;
4. Import daily into the CONTRACTOR's CryWolf[®] alarm billing system, alarm incident data (in formats prescribed by PSC) extracted by the COUNTY from the the COUNTY's SunGard CAD/911 System. The CONTRACTOR agrees to purchase for the benefit of the COUNTY, and coordinate the implementation and maintenance of a bi-directional SunGard CryWolf[®] interface. The COUNTY shall authorize and arrange for Sungard to install and maintain this interface with the County's CAD/911 System.
5. Create and host a dedicated, secure (SSL encrypted) the COUNTY Alarm Program website for COUNTY citizens and businesses to obtain false alarm reduction educational information, review alarm ordinance and appeal requirements, access and update alarm account information, and pay alarm fees online if preferred. This website may be linked by the COUNTY to the COUNTY website if desired;
6. Initialize, maintain, secure and back-up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. PSC will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the PSC software;
7. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by PSC;
8. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent

payment notices. A warning notice will be sent to each alarm user on the occasion of the alarm user's first false alarm immediately preceding the first chargeable alarm incident. Warning notices may be sent by mail, email or other electronic method based on the alarm user's accepted contact method(s);

9. Provide COUNTY alarm users access to online information on false alarm reduction and Ordinance requirements.

10. Answer telephone inquiries from COUNTY alarm users that are placed to a false alarm program toll-free customer service number established for the COUNTY;

11. Process fee / penalty payments mailed to and deposited in a nearby COUNTY-approved bank lockbox and account, and received from other payment channels, e.g. online, as agreed on by PSC and the COUNTY, and apply these payments to alarm accounts;

12. Support alarm hearings and appeals by notifying the COUNTY of any such appeals, providing a COUNTY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;

13. Provide and maintain computer equipment, software, mailing equipment and furniture at PSC's Program processing facilities;

14. Provide the COUNTY secure (SSL encrypted), online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf[®] Alarm Management System and the designated Bank, and agreed on between the COUNTY and PSC; and,

15. Perform special collection functions as directed and authorized by the COUNTY such as retaining a third party collection agency or providing delinquent account information to other COUNTY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

PSC is responsible for all costs of carrying out these responsibilities including, but not limited to, the costs of staff, facilities, equipment, consumable supplies and first-class postage. Only third-party bank and credit card fees, and third party collection costs (if any), e.g. collection agency fee, and citizen overpayments, if any, will be shared by the parties through payment from gross collections before revenue sharing.

The COUNTY Responsibilities

1. Appointing a COUNTY Fire Alarm Administrator ("Fire Administrator") and Police Alarm Administrator ("Police Administrator") and backup administrators who will be the primary points of contact between PSC and the COUNTY. The Administrators are responsible for overseeing PSC's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via PSC provided online access;

2. Requesting or supporting PSC's requests of Alarm Companies, as needed, to provide alarm system information;

3. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users, and for entering any alarm related information within the COUNTY CAD/911 system not updated by the bi-directional interface;

4. Extracting false alarm call incident data from the CAD/911 System and transferring this data electronically to PSC (via PSC's FTP site). The data extraction software is part of the SunGard CryWolf® bi-directional interface that will be installed and PSC will provide the COUNTY additional software for automating the daily transfer of alarm incident files to PSC;

5. Scheduling, conducting and making appeal decisions for any false alarm hearings;

6. Conducting any general public education programs on false alarms; and,

7. Transferring any and all financial information from the Program generated alarm reports to other the COUNTY financial systems, as needed.

The COUNTY is responsible for all costs of carrying out the COUNTY's responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

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ATTACHMENT B PAYMENT TERMS

The following sections describe the CONTRACTOR's compensation for providing False Alarm Billing and Tracking Services to St. Lucie County.

Revenue (Collections) Sharing Approach and Ordinance Assumptions

The revenue-sharing approach requires no out-of-pocket or startup expenditures by the County. All proposed CONTRACTOR service fees will be based on a percentage of alarm program fees and fines collected. The alarm program collections will cover all software development, licensing, website hosting, SunGard CAD bi-directional interface (for all participating agencies), data conversion, equipment, postage, supplies and other costs incurred by the CONTRACTOR to provide the False Alarm Billing and Tracking Services described herein.

Alarm Ordinance Considerations

The CONTRACTOR's revenue sharing approach will depend on the COUNTY's final alarm ordinance. The CONTRACTOR assumes that the final ordinance will follow generally accepted alarm management practices:

- Be comprehensive, yet concise, similar to the Model Alarm Ordinance proposed
- by the Florida Police Chiefs Association (FPCA) and the Alarm Association of Florida (AAF);
- Treat fire alarms separate from burglary/robbery alarms because of the differences in response costs and typical clearance policies;
- Include an annual alarm system registration/permit fee to ensure an accurate inventory of alarm systems and up to date alarm site information;
- Include a penalty for unregistered/non-permitted alarm systems that generate false alarms in order to ensure registration compliance;
- Include an effective, graduated false alarm fee schedule that sanctions alarm system owners early, e.g. by the second false alarm, and sufficiently, to discourage false activations; and,
- Provide compliance mechanisms /sanctions for non-payment of alarm fees and fines (including late fees), delinquent third-party collection efforts, and, if necessary, an enforceable limited or non-response option.

For purposes of estimating the potential alarm program collections, the parties have agreed to use the following proposed false alarm fee schedule:

Alarm Within 12 Months	Fire/Rescue	Law Enforcement
First	\$0	\$0
Second	\$200	\$100
Third	\$300	\$200
Fourth	\$500	\$400
Fifth and Subsequent	\$500	\$500

Proposed Fee Estimate

Given these assumptions, the CONTRACTOR's compensation shall be calculated separately for Fire and Police alarms based on the following graduated revenue sharing schedule:

GRADUATED REVENUE SHARING PERCENTAGE (%) *See Note Below

Range of Collections Based on Annual Collection Periods	% Collections
0 - \$150,000	27%
\$150,001 - \$400,000	24%
\$400,001 and above	21%

Only bank fees, citizen overpayments (if any), and credit card fees (if any) will be withheld from gross collections before revenue sharing percentages are applied. The graduated percentages will be applied incrementally, e.g. \$1,000,000 in annual collections after bank and credit card fees would yield the following PSC revenue share: 27% of \$150,000 + 24% of \$250,000 + 21% of \$600,000, or a total of \$226,500 (22.65%) for PSC and \$773,500 (77.35%) to be divided among the County Agencies.

In addition, the CONTRACTOR shall pay SunGard for providing, installing and supporting its automated, bi-directional CAD-CryWolf interface.

Note: If the program assumptions and ordinance recommendations made above are not adopted and/or the fee and fine structure of the COUNTY's proposed new alarm ordinance varies significantly from the fee schedule above, the CONTRACTOR agrees to work with the County to seek a revised, mutually-agreeable Revenue Sharing calculation approach.

Mechanism for Revenue Share Calculation and Transfer

The following collection and payment transfer procedure will be used for revenue sharing:

- At the beginning of each month, the CONTRACTOR will reconcile all amounts collected during the previous month and provide the COUNTY with an invoice showing the fee calculation and supporting payment reconciliation. A breakdown of the COUNTY's total revenue share will be provided for the individual participating COUNTY Agencies based on an assignment approach mutually agreeable to the CONTRACTOR and the COUNTY at the beginning of the project.

on an assignment approach mutually agreeable to the CONTRACTOR and the COUNTY at the beginning of the project.

- Once the invoice is approved by the COUNTY, electronic transfers, e.g. ACH transfers, would be authorized to the COUNTY and to the CONTRACTOR for the resulting revenue share amounts.

Delinquent Account Terms

The parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the COUNTY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of Florida law be added to the delinquent amounts owed by alarm system users and be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

COUNTY Payment Upon Early Termination (Per Paragraph 17C)

If, within the initial two (2) years of the effective date, this Contract is terminated by the COUNTY for convenience under 17A, or is terminated by CONTRACTOR for cause as defined in Paragraph 17B, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed \$48,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The \$48,000.00 shall be amortized (reduced) on a straight-line basis (\$2,000 per month) over the initial two (2) year period.