



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

RECEIVED
TIME _____

TO : Nicholas C. Mimms, P.E., City Manager

FROM : James M. Messer, Esq., *City Attorney*

RE : Alarm Ordinance Management and Mutual Cooperation Agreements

DATE : September 6, 2016

SEP 06 2016

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

This memo serves to transmit the attached draft Agreement(s) and Amendments to the Alarm Code Ordinance. This matter was received by this office in July of 2016. The issue had been pending legal sufficiency and form determination since 2014. I have finalized review of the attached agreement and defer to your assignment to a city department for sponsorship of the matter. It is my understanding that the Police Department was the prior sponsor.

In addition, this memo also serves to briefly outline the City's obligations under the Agreement(s) that are currently under consideration. The city's obligations are addressed for third party alarm system management and for mutual cooperation between governmental entities.

The first contract is an Agreement to provide alarm management services by a third party vendor, Public Services Corporation-Cry Wolf (PSC). Through this contract, the City will support PSC and give authority to PSC to collect fees associated with the processing of fees generated from false alarm violations under the City's alarm ordinance. In addition, the City will provide PSC with access to CAD (Emergency 911) records and other information to allow for the efficient processing and collection of fines associated with citizen violations of the provisions of the alarm ordinance. The agreement with PSC also specifies the terms of payment to PSC for the management of fine collection, and for the collection of delinquent accounts, whether by PSC or by another third party vendor. The City must also appoint an Alarm Administrator. The City's responsibilities are more fully set forth in Attachment A, "The City Responsibilities."

The Second Agreement is between the City of Fort Pierce, St. Lucie County, the City of Port St. Lucie, and the St. Lucie County Fire District. It is a Mutual Cooperation Agreement in the use of the county's CAD (Emergency 911) system and with respect to the processing of fines for violations of the entities respective alarm code provisions.

This matter has been assigned to Iola Mosley, Sr. Assistant City Attorney. Should you have further comments or concerns, please feel free to contact her at (772) 467-3044 on this matter.

JM:aw

Attachments: Draft Ordinance Amending Alarm Systems
Public Safety Corporation Contract
Mutual Cooperation Agreement

C: Peggy Arraiz, Code Compliance Manager
Diane Hobbey-Burney, Chief of Police
Johnna Morris, Finance Director
Linda Cox, City Clerk

ORDINANCE NO. 2015-___

AN ORDINANCE OF THE CITY COMMISSION AMENDING CHAPTER 14, ARTICLE II, ALARM SYSTEMS, OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, BY AMENDING **SECTION 14-18 DEFINITIONS** TO ADD CERTAIN DEFINITIONS; AMENDING **SECTION 14-19 AUTOMATIC DIALING DEVICE; INTERCONNECTING TO TRUNKLINES** TO PROVIDE FOR ISSUANCE OF CEASE AND DESIST ORDERS NOTICES; AMENDING **SECTION 14-23 ALARM PERMIT-REQUIRED** TO PROVIDE FOR THIRD PARTY ADMINISTRATOR TO ADMINISTER THE PERMIT PROCESS AND AMENDING THE PERMIT TERM TO ONE YEAR AND IDENTIFYING ALARM SYSTEM INFORMATION AS EXEMPT UNDER FLORIDA LAW; AMENDING **SECTION 14-24 EXCESSIVE FALSE ALARM SIGNALS** TO REQUIRE EXISTING SYSTEMS TO COME INTO COMPLIANCE, TO ESTABLISH INSTALLATION REQUIREMENTS AND DUTIES OF ALARM OWNERS AND ALARM COMPANIES; AMENDING **SECTION 14-25 FALSE ALARM SERVICE CHARGE** TO PROVIDE FOR REVISED AND SEPARATE SERVICE CHARGE SCHEDULES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES, ESTABLISHING PROCEDURE FOR DETERMINATION OF FALSE ALARM AND NOTICE TO ALARM USER AND/OR RECORD TITLE OWNER, REQUIRING THAT ALL ALARMS BE REPORTED, AMENDING THE APPEAL PROCESS TO INCLUDE HEARING OF APPEALS BY SPECIAL MAGISTRATE; AMENDING **SECTION 14-26 PENALTIES CHANGING CITY ENFORCEMENT TO THE SPECIAL MAGISTRATE** PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, Florida, under its authority to regulate burglar, holdup and fire alarm systems as provided in Section 116.021 Florida Statutes, believes that the passage of this ordinance is in the best interest of the health, welfare and safety of the residents of the City of Fort Pierce.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

Section 1. Chapter 14 POLICE DEPARTMENT, ARTICLE II, ALARM SYSTEMS, Section 14-18 Definitions is hereby amended, as follows:

Sec. 14-18. - Definitions.

Unless it is apparent from the context that another meaning is intended, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Alarm means a signal (audio or visual, recorded or live) transmitted to a law enforcement agency or the Fire District indicating a predetermined condition. Said alarm is received either:

(1) Via a private alarm service company relayed to a law enforcement agency or Fire District telephone.

(2) Via an audible/visual signal relayed to a law enforcement agency or Fire District by a third party.

Alarm agent. The term "alarm agent" means any person employed by an alarm business whose duties include altering, installing, maintaining, moving, repairing, replacing, selling, servicing and responding to an alarm system.

Alarm business. The term "alarm business" means any business operated by a person for a profit which engages in the activity of altering, installing, maintaining, moving, repairing, replacing, selling, servicing and responding to an alarm system.

Alarm permit means a permit issued by the county or third party alarm administrator allowing the operation of an alarm system within the county.

Alarm system. The term "alarm system" means any assembly of equipment, mechanical or electrical, arranged to:

(1) Signal the occurrence of a forced entry, fire, or other activity requiring urgent attention and to which law enforcement or the Fire District is expected to respond, and/or.

(2) Monitor and/or annunciate the status of alarm or supervisory devices.

~~an assembly of equipment and devices arranged to signal the presence of a hazard requiring urgent attention and to which police or fire are expected to respond. This definition does not include alarm systems on motor vehicles or proprietary systems. If, however, an alarm system on a motor vehicle is connected with an alarm system on premises (other than a proprietary system), the system is an alarm system as defined in this section. This definition also does not include alarm systems which are used only to alert or signal persons located within the premises in which the alarm system is located of an attempted unauthorized intrusion or hold-up attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises, such a system shall be subject to the provisions of this article.~~

Alarm user. The term "alarm user" means ~~any~~ the person, firm, partnership, association, corporation, company or organization of any kind in control of any building, structure or facility or portion thereof wherein an alarm system, as defined in this section is maintained within the City of Fort Pierce..

Annunciator. The term "annunciator" means the instrumentation on an alarm console at the receiving terminal of a signal line which, through both visual and audible signals, shows when an alarm device at a particular location has been activated or when line trouble is indicated.

A.N.S.I. The abbreviation "A.N.S.I." stands for the American National Standards Institute.

Answering service. The term "answering service" refers to a telephone answering service providing, among its services, the service of receiving emergency signals from alarm systems on a continuous basis, directed through trained employees, and thereafter immediately relaying the message by live voice to the 911 communications center.

Automatic dialing device. The term "automatic dialing device" refers to an alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of the emergency situation that the alarm system is designated to detect.

Automatic hold-up alarm system. The term "automatic hold-up alarm system" means an alarm system in which the signal transmission is initiated by the action of the intruder.

Burglar alarm means an alarm system designated to indicate a condition of illegal forced entry or illegal attempted forced entry.

~~Burglar alarm system. The term "burglar alarm system" refers to an alarm system signaling an entry or attempted entry into the area protected by the system.~~

Central station. The term "central station" means an office to which remote alarm and supervisory signaling devices are connected where operators supervise the circuits.

Central station equipment. The term "central station equipment" refers to the signal receiving, recording or retransmitting equipment installed in the central station.

Central station system. The term "central station system" means a system in which operation of electrical protection circuits and devices are signaled automatically to, recorded in, maintained and supervised from a central station having trained operators in attendance at all times.

City and county. The word "city" means City of Fort Pierce, Florida, and the word "county" means St. Lucie County, Florida.

Direct connect. The term "direct connect" means an alarm system which has the capability of transmitting system signals to and receiving them at an agency maintained by the local government; for example, a police communication center.

Direct line. The term "direct line" means a telephone line leading directly from a central station to the communication center of 911 and the fire department, which is for use only to report emergency signals on a person-to-person basis. Direct lines are not permitted to any law enforcement center.

False alarm. The term "false alarm" means the activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligence of the owner or lessee of an alarm system or of his employees ~~or agents, which results in dispatch of law enforcement agency or fire district personnel.~~ requiring an emergency response, when in fact an emergency does not exist or the activation of the alarm, whether intentional or unintentional. False alarms do not include:

(1) Alarms caused by hurricanes, tornadoes, earthquakes or other violent conditions;

~~(2) — Alarms transmitted because of a water main break or similar causes that occur outside of the protected property;~~

~~(3) —~~ 2 Alarms covered by Sections ~~401.44 and~~ 806.101, Florida Statutes;

~~(4) — Alarms transmitted from an occupied residential dwelling unit, except where the alarm is activated as a result of the negligence of the owner, lessee or occupant of the occupied residential dwelling unit.~~

~~Fire alarm systems. The term "fire alarm systems" refers to a signal or message from a person or device indicating the existence of a fire or other emergency which requires fire department action and shall mean any device designed for the detection of the products of combustion, or a system which depends on a manual initiation to inform others of the presence of fire, or both, which device when activated emits a sound or transmits a signal beyond the premises.~~

Fire alarm means an alarm system designated to indicate the presence of fire or smoke is in progress immediately preceding the alarm.

Fire department. The term "fire department" means the St. Lucie County/Fort Pierce fire district.

Fire marshal. The term "fire marshal" means the certified person designated as fire marshal by the St. Lucie County/Fort Pierce fire district or any authorized agent thereof.

Hold-up alarm system. The term "hold-up alarm system" refers to an alarm system signaling a robbery or attempted robbery.

Interconnect. The term "interconnect" means to connect an alarm system to a voice-grade telephone line, either directly or through a mechanical device that utilizes a standard telephone, for the purpose of using the telephone line to transmit an emergency message upon the activation of the alarm system.

Law enforcement agency. The term "law enforcement agency" means any governmental agency or subunit thereof, providing law enforcement services within St. Lucie County, or any authorized agent thereof.

Law enforcement executive. The term "law enforcement executive" means the sheriff and/or police chiefs in St. Lucie County, or their designated representatives.

Local alarm system. The term "local alarm system" refers to a signaling system which when activated causes an audible and/or visual signaling device to be activated in or on the premises within which the system is installed.

Manual hold-up alarm system. The term "manual hold-up alarm system" refers to an alarm system in which the signal transmission is initiated by the direct action of the person attacked or by an observer of the attack.

Modified central station. The term "modified central station" means an office to which remote alarm and supervisory signaling devices are connected, where operators supervise the circuits. Such a modified central station is not listed by Underwriters' Laboratories.

Occupied residential dwelling unit. The term "occupied residential dwelling unit" means an occupied dwelling that is used as a residence by a single housekeeping unit.

Person. The term "person" means any person, firm, partnership, association, corporation, company or organization of any kind.

Primary trunkline. The term "primary trunkline" means a telephone line, leading directly into the communication center of any law enforcement agency, which is for the purpose of handling emergency calls on a person-to-person basis and which is identified as such by a specific number included among the emergency numbers listed in the telephone directory issued by the telephone company and covering the service area within the City of Fort Pierce.

Proprietary system. The term "proprietary system" means an alarm system sounding and/or recording alarm and supervisory signals at a control center located within the protected premises, the control center being under the supervision of the proprietor of the protected premises. If a proprietary system includes a signal line connected directly or by means of automatic dialing device to a police communication center, a central station or answering service, the system is an "alarm system" as defined in this section.

Record title owner means the person or persons in whose name title to real property are recorded on the public records.

Remote signaling system. The term "remote signaling system" means an alarm signaling system which when activated by an alarm device transmits a signal from an alarm signaling device to a central location, other than the law enforcement agency, fire district and/or the 911 center, where appropriate action is taken to investigate and respond to the signal.

Signal line. The term "signal line" refers to the transmission line through which the signal passes from one of the elements of the signal transmission [system] to another.

Special trunkline. The term "special trunkline" means a telephone line leading into the communication center of any law enforcement agency and having the primary purpose of handling emergency signals or messages originating either directly or through a central location from automatic dialing devices.

Subscriber. The term "subscriber" means a person who buys and/or leases, or otherwise obtains, an alarm signaling system and thereafter contracts with or hires an alarm business to monitor and/or service the alarm device.

Telephone company. The term "telephone company" means the utility that furnishes telephone services to the citizens of the City of Fort Pierce, St. Lucie County, Florida.

U.L. The abbreviation "U.L." stands for Underwriters' Laboratories.

Section 2. Section 14-19 Automatic dialing service is hereby amended, as follows:

Sec. 14-19. - Automatic dialing device—Interconnecting to trunklines.

(a) No automatic dialing device shall be interconnected to any primary or special trunkline at any law enforcement agency or fire department in the City of Fort Pierce, St. Lucie County, unless under special investigative purposes as authorized by the chief executive of the law enforcement agency or the fire marshal for said county.

(b) If a law enforcement agency has knowledge of the unlawful maintenance of an automatic telephone dialing alarm system installed, or operated in violation of Sec. 14-19 (a), it shall, in writing, order the owner, operator or lessee to disconnect and cease operation of the system within seventy-two (72) hours of receipt of the order.

(c) Any automatic telephone dialing system installed as set forth in Sec. 14-19 (a), prior to the effective date of Ordinance No. 2015-5 shall be removed within forty-five (45) days of the order as referenced in Sec. 14-19(b).

Section 3. Section 14-23 Alarm permit required; application; terms; fee; issuance is hereby amended, as follows:

Sec. 14-23. - Alarm permit required; application; term; fee; issuance.

(a) **Required.** ~~No person shall install or operate an alarm system serving a premises or a building, or portion thereof, unless an alarm permit in the form of a decal has been issued hereunder and is in force authorizing the use of such alarm. For any alarm system existing prior to the effective date of this article, an alarm permit application shall be made within sixty (60) days of the effective date hereof.~~ It shall be unlawful for any person or company to operate, monitor, or be responsible for an alarm system, without prior registration with the entity third party administrator designated by the County. This shall apply to both commercial and residential systems. ~~Any after-the-fact permit issued to persons who initially failed to obtain a permit shall be issued at twice the cost of the permit fee.~~ Each person or company which operates, monitors, or has responsibility for alarm systems, who notifies the county of an alarm activation, shall at the time of notification, disclose the name, address, telephone number, and permit number of the alarm user to the county.

(b) **Application.** ~~Applications for alarm permits shall be made to the St. Lucie County Tax Collector on forms provided by the tax collector. The application shall be signed by the alarm user and shall provide the following information:~~ Any person desiring an alarm system permit shall file an application with the third party alarm administrator on a form provided by the administrator manually or electronically which includes but is not limited to, the following information:

- (1) Name, address and telephone number of the applicant, and the alarm user if different;

(2) Address and telephone number of the alarm user's premises or building to be served by the alarm;

(3) The name, address and telephone number of the person or persons in charge of the premises or building served by the alarm. If the applicant is a corporation the names and addresses of its principal officers. If the applicant is a partnership, association, or other business entity, the names and addresses of the partners or persons comprising the same;

(4) The name, address and telephone number of the person or entity installing said alarm;

(5) The name, address and telephone number of the person or entity monitoring said alarm;

(6) The name, address and telephone number of the person or entity providing maintenance and repair service to said alarm.

(7) A description of the alarm system proposed to be installed, including the manufacturer's name and model number, if any;

(8) the names, addresses and telephone numbers of two (2) or more persons who will be available to secure the premises during any hour of the day or night;

(9) Classification of the alarm site as being equipped or non-equipped for duress alarm. Any such additional information deemed necessary in order to fully and properly administer this chapter.

~~(10) An amended application shall be filed within ten (10) days after any change in the information provided in said application. Upon such amendment, a new alarm permit shall be issued without charge or fee.~~ Whenever any change occurs relating to the information required by this section, the applicant or permittee shall give written notice thereof to the County third party alarm administrator within ten days after such change.

(c) **Term.** ~~An alarm permit shall have a term of three (3) years from the date of issuance, said term to begin October first and end September thirtieth. Any alarm permit issued after October first will be valid for the following two (2) years through September thirtieth.~~ Alarm System Permits are issued for a period of one (1) year and will expire 365 days after the date of issuance or renewal, unless otherwise suspended or revoked at an earlier time. Upon expiration of an alarm system permit, a renewal permit must be obtained in the manner specified by the county before an alarm system may continue in use.

(d) **Fee.** ~~A ten dollar (\$10.00) No permit~~ fee shall be charged to the alarm user by the county for each permit issued, including successive renewal permits, ~~to defray the cost of regulation.~~ [[Need to inquire about the lack of administrative fee]

(e) **Nontransferable.** Any alarm permit issued pursuant to this article shall not be transferable or assignable to another person or alarm site and shall cover only one (1) building or premises.

(f) **Issuance.** An alarm permit shall be mailed to the alarm user by the third party administrator ~~tax collector~~, at the address of the alarm user stated on the application, within ten (10) days after receipt of said completed application by the third party administrator ~~tax collector~~. An alarm permit shall be denied if:

- (1) The requested information is not supplied on the application;
- (2) Material information on the application is incorrect;
- (3) Any person or entity listed on the application under subsection (b)(4) through (b)(6) of this section does not possess any required occupational or regulatory license to conduct the activities required by said subsections, unless the person or entity is the alarm user.
- (4) All false alarm dispatch charges for excessive false alarms owed by the alarm user have not been paid.
- (5) The alarm user had an alarm permit for the alarm site suspended or revoked, and the violation causing the suspension or revocation has not been corrected.

(g) **Public records exemptions.** To the extent allowed by law, all information contained in and gathered through the alarm permit applications, records relating to alarm dispatch requests, and applications for appeal shall be exempt and confidential information held in confidence by all employees or representatives of the County and by any third-party administrator or employees of a third-party administrator with access to such information.

Section 4. Section 14-24. Excessive false alarm signals is hereby amended to read, as follows:

Sec. 14-24. - Excessive false alarm signals.

~~No person shall allow, permit, cause or fail to prevent the emission, for any reason, by any alarm used by him or any alarm serving the premises or a building occupied and controlled by such person, of more than three (3) false alarms within any six (6) month period of time. The emission of more than three (3) false alarms within any six (6) month period of time is excessive and constitutes a serious public nuisance and is subject to service charges as set out in section 14-25.~~

(a) Prior to the activation or substantial modification or use of an alarm system, as defined in Sect. 14-18, the owner, manager, or lessee of the premises shall furnish to the third party alarm

administrator on a form provided by the third party alarm administrator manually or electronically which includes information deemed necessary to provide adequate response to the alarm.

(b) Owners, managers or lessees of existing alarm systems as defined in [Sec. 14-18](#) shall have thirty (30) days from the effective date of this ordinance to comply with the above notice requirements.

(c) Owners, manager or lessees, or agents of any alarm system shall respond to the alarm location, when requested, in order to reset or deactivate the alarm system within a reasonable time of notification. Failure to provide such access shall result in a false alarm assessment as provided in [Sec. 14-25](#) .

(d) Prior to the activation or use of any type of general alarm device the owner, manager or lessee of the premises shall furnish to the third party alarm administrator, information regarding the full names, addresses and telephone numbers of at least three (3) persons for commercial properties and two (2) persons for residential properties who can be reached at all times and who are authorized and have the capability to enter the premises and deactivate the alarm device. Owners, managers or lessees of the premises with alarm devices already installed shall have thirty (30) days from the effective date of this ordinance to comply with the above notice requirement. It shall be the responsibility of the owner, manager or lessee of the premises to provide an updated list annually to the third party alarm administrator. Failure to do so may result in a false alarm assessment subject to the sanctions of [Sec. 14-25](#) .

(e) All burglar alarm systems having an audible or visual signal at the premises shall be equipped so as to automatically shut off the audible or visual signal after fifteen (15) minutes, except those systems required by law to have a longer operating period, in which case said system shall be equipped so as to automatically shut off the audible or visual signal at the conclusion of the longer required operating time.

(f) All alarm systems shall be properly maintained. System malfunction due to faulty maintenance shall not be grounds for an excused false alarm assessment.

(g) All alarm systems shall obtain all necessary permits and inspections for the installation of the system.

(h) All alarm companies that sell, lease, install, operate, monitor or have the responsibility for alarm systems, shall maintain the appropriate license as required under Chapter 489, Florida Statutes, and shall register annually with the County. A fine of \$500.00 shall be assessed to any alarm monitoring company who fails to register. Each registration shall be valid for twelve (12) months. The alarm monitoring company shall provide the following information:

(1) Name, street address and telephone number. Monitoring companies shall maintain, for a period of at least one year, records relating to alarm notification and shall provide such records to the County's third party alarm administrator upon request, or a fine of \$125.00 shall be assessed.

(2) The names, street addresses, and telephone numbers of all contracted alarm operators within the territorial jurisdiction of the County.

(3) The procedure used to verify the legitimacy of an alarm prior to notification of County law enforcement.

(4) The name, street address, and telephone number of the alarm company.

(i) An alarm company performing monitoring services shall:

(1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum, that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.

(2) Provide alarm user registration number, when available, to the communications center to facilitate dispatch and/or cancellation.

(3) Communicate any available information about the location of the alarms to the communications center.

(4) Communicate a cancellation to the communications center as soon as possible following a determination that a response is unnecessary.

(j) Owners, managers or lessees, or agents of any alarm system within the city that has received notice of having had 3 or more false alarms in a one year period shall obtain from a licensed alarm company an inspection report, in a form acceptable to the Alarm Administrator, that identifies the reason for the false alarms and that the issue has been fixed/resolved. This inspection report shall be provided to the third party alarm administrator as well as the city's designated Alarm Administrator within 30 days of receiving notice of the third false alarm. Failure to comply with this provision shall result in a fine of \$50 in addition to the false alarm response fine due.

(k) Owners, managers or lessees, or agents of any alarm system may take an "Alarm User Awareness Class" (as offered by the county's third party alarm administrator) in lieu of paying the \$50 fee for a second false alarm violation. This class may only be taken once, can only be applied to the second false alarm fee (\$50), and must be successfully completed by the owners, managers or lessees, or agents of any alarm system. Proof of successful completion of the class as offered by the third party administrator must be provided by the owners, managers or lessees, or agents of any alarm system the city's designated Alarm Administrator within 60 days of the false alarm.

Section 5. Section 14-25. False alarm service charge; collection; disbursement; appeal; refusal to pay is hereby amended, as follows:

Sec. 14-25. - False alarm service charge; collection; disbursement; appeal; refusal to pay.

(a) ~~**Charges. False alarm.** For response to excessive false alarms by the law enforcement agencies, the alarm user shall be charged a service fee by the city of fifty dollars (\$50.00) for the first alarm in excess of three (3) false alarms in any six (6) month period, seventy five dollars (\$75.00) for the second false alarm in excess of three (3) in any six (6) month period, and one hundred dollars (\$100.00) for the third and each successive false alarm in excess of three (3) in any six (6) month period. For response to excessive false alarms by the fire department, the alarm user shall be charged a service fee by the city of one hundred twenty five dollars (\$125.00) for the first alarm in excess of three (3) false alarms in any six (6) month period, one hundred fifty dollars (\$150.00) for the second false alarm in excess of three (3) false alarms in any six (6) month period and two hundred dollars (\$200.00) for the third and each successive false alarm in excess of three (3) in any six (6) month period. The law enforcement executive or fire marshal shall determine whether a false alarm has occurred and the frequency of such false alarms, and the tax collector shall notify alarm users of amounts owed to the city and shall make demand therefor, pursuant to the provisions of this section.~~

(1) Whenever an alarm is activated in the city, thereby requiring an emergency response to the location by law enforcement and/or the fire district, and the management of the alarm site does not respond, a police officer or firefighter on the scene of the activated alarm system shall visually inspect the area protected by the system and shall exercise reasonable judgment to determine whether the emergency response was in fact required as indicated by the alarm system or whether in some way the alarm system malfunctioned and thereby activated a false alarm.

(2) If a police officer or firefighter at the scene of the activated alarm system determines the alarm to be false, said officer shall make a report of the false alarm, a notification of which shall be mailed or delivered by the third party alarm administrator to the alarm user and/or record title owner at the address on file with law enforcement, advising the alarm user and record title owner of the false alarm.

(3) Law Enforcement shall have the right to inspect any alarm system on the premises to which a response has been made and they may cause an inspection of such system to be made at any reasonable time thereafter to determine whether it is being used in conformity with the terms of this chapter

(4) For each response by any emergency unit to an alarm the responding agency will file a report, classifying the alarm as one of the following:

- (i) False alarm, system test with no notification or system malfunction.
- (ii) False alarms, no system test, no owner response
- (iii) Valid alarm for cause designated.

(b) Charges.

(i) There shall be a fine charged for false alarms according to the following schedule during a rolling twelve month period:

Alarm within 12 months	Fire/Rescue	Law Enforcement (Commercial)	Law Enforcement (Residential)
First	\$0	\$0	\$0
Second	\$200	\$100	\$50
Third	\$300	\$200	\$100
Fourth	\$500	\$400	\$150
Fifth and Subsequent	\$500	\$500	\$200

(ii) Alarm Companies shall not activate the alarm system prior to the registration. If a false alarm occurs prior to the registration of the alarm permit, the alarm monitoring company will be charged a fine of \$250.00. If the alarm system is self-monitored the alarm user will be charged a fine of \$50.00, which may be waived if the alarm permit is registered within thirty (30) days.

(iii) In addition, any person operating a non-permitted Alarm System will be subject to an additional fine of \$50.00. This fee may be waived if the permit is registered in fifteen (15) days.

(c) Appeal. ~~The decision of the law enforcement executive or fire marshal may be appealed to the code enforcement board by filing a written notice of appeal with the code enforcement board secretary within thirty (30) days from the date the law enforcement executive or fire marshal renders his decision.~~ An alarm user may appeal assessment of the fine(s) to the city's designated Alarm Administrator by filing a written request for review setting forth the reasons for the appeal within fourteen (14) calendar days of the date of the notice of the assessed fine(s). The failure to file a request for an appeal within this time period shall constitute a

waiver of the right to contest the assessment of the fine(s). The city's Special Magistrate shall serve as the Hearing Officer for all appeal hearings under this section. The filing of a request for an appeal shall stay the assessment of the fine(s) until the Hearing Officer renders a final decision. Upon receipt of a timely written request for an appeal, a hearing will be scheduled before the Special Magistrate. Notice of the hearing will be sent to the alarm user after receipt of the request for appeal. The Special Magistrate shall conduct a hearing and consider the evidence presented pursuant to Chapter 162, Florida Statutes. At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based upon the evidence presented, and conclusions of law, and shall issue a written order. The Special Magistrate's decision is subject to review in the circuit court by proceedings in the nature of certiorari.

(d) **Collection.** Once notified by the third party administrator ~~tax collector's office~~, the user will have thirty (30) days to pay any said service charges. All service charges collected shall only be used to offset the costs incurred in responding to false alarms.

(e) **Refusal to pay.** The city may proceed by a suit in a court of competent jurisdiction to collect said charge after demand thereof has been made by the ~~tax collector~~ third party administrator and the payment thereof refused by the alarm user.

(f) **Disbursement.** Service charges will be disbursed to the ~~city fine and forfeiture accounts of each law enforcement agency and the general fund of the St. Lucie County/Fort Pierce fire district which responded to the false alarm or in a manner as agreed to by~~ as agreed to by contract with the third party administrator ~~all affected agencies.~~

Section 6. Section 14-26 Penalties is hereby amended, as follows:

Sec. 14-26. - Penalties.

Failure to comply with this article shall constitute a violation of the Code of the City of Fort Pierce and ~~shall~~ may at the city's option be enforced by either the third party administrator or code enforcement board Special Magistrate of the City of Fort Pierce by hearing and penalty, as generally provided by sections 2-240 through 2-260 of the Code of Ordinance of the City of Fort Pierce, Florida.

SECTION 7. SEVERABILITY.

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the city that the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect on ~~October 1, 2015~~ This Ordinance is and the same shall become effective Immediately upon final passage hereof.

PASSED AND DULY ADOPTED this _____ day of _____, 2016.

CITY OF FORT PIERCE FLORIDA

BY: _____
Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

James M. Messer, City Attorney

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

DRAFT

THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES ("Contract") made and entered into this _____ day of _____, 2016, by and between City of Fort Pierce, Florida, with its main offices located at 101 N. U.S. Highway 1, Fort Pierce, Florida, 34950, ("CITY") and Public Safety Corporation ("CONTRACTOR"), a corporation of the State of Florida with its principal administrative offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602.

WITNESSETH:

Whereas, the City of Fort Pierce's Board of CITY Commissioners has adopted an ordinance related to alarm systems and false alarms ("Alarm Ordinance"); and

Whereas, the goal of the CITY 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 CITY is authorized to engage a third-party CONTRACTOR to assist the CITY 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, St. Lucie 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 CITY 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:

*draft from Gill Williams
PS*

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 CITY false alarms. This contract shall automatically renew for additional one year periods unless either the CITY notifies the CONTRACTOR or the CONTRACTOR notifies the CITY in writing no later than ninety (90) days prior to the expiration of the initial or any annual renewal term that the CITY 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 CITY'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 CITY 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 Fort Pierce.

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 CITY 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 CITY's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to the CITY of timely false alarm information, all as more specifically described in **Attachment A**.

5. **Software license.**

The CITY 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 CITY to access its false alarm information.

6. Duration of the Software License.

The CITY 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 CITY and/or licenses the Software in accordance with the Termination provisions in this Contract. This license shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, the CITY'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 CITY's computer systems required to import or export data in order to implement the Software.

B. The CITY 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 CITY 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 CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the CITY is a government body subject to compliance with 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 CITY's permanent records and files and preserved therein for a period in accordance with the requirements of Florida law. The CITY will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate Florida State or CITY agency.

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to The CITY 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 CITY may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

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

10. Limitations on the Use of the Software.

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

11. Notices of Intellectual Property Rights.

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

12. Payment.

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

13. Collection of Fines.

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

14. Confidentiality of CITY 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 CITY. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify The CITY and give the CITY an opportunity to object to the disclosure.

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

15. CITY Responsibilities.

A. The CITY 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 CITY 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 CITY 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. CITY Alarm Administrator.

To facilitate effective communication between the CITY 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 Fort Pierce, 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 other party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination. If the Contract is terminated by the CONTRACTOR, the CONTRACTOR shall provide an option for the CITY to transition operation of the alarm program to CITY 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 CITY or its implementation is terminated or postponed by the CITY during the initial two (2) year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any 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 CITY chooses not to continue the Contract for its convenience, the CONTRACTOR shall offer the CITY 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 CITY'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 CITY terminates this Contract or if the CONTRACTOR terminates for cause, the CITY, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any 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 CITY'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 CITY's permanent record and that all data, including historical records under the required retention time will be provided to the CITY 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 CITY, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's 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 CITY 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 CITY or any of the CITY's employees, the CITY shall indemnify the CONTRACTOR to the extent the CITY 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 CITY, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against the CITY 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 CITY for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or

commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits.

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

Before any 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:

City of Fort Pierce
101 N. U.S. Highway 1
Fort Pierce, Florida, 34950
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 CITY. 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 CITY:

CITY Administrator
City of Fort Pierce
101 N. U.S. Highway 1
Fort Pierce, Florida, 34950

With copies to: CITY Attorney
City of Fort Pierce
101 N. U.S. Highway 1
Fort Pierce, Florida 34950

Public Safety and Communications Director
City of Fort Pierce
101 N. U.S. Highway 1
Fort Pierce, Florida 34950

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 City of Fort Pierce, 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 CITY 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 CITY 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:

BOARD OF CITY COMMISSIONERS
FORT PIERCE, FLORIDA

DRAFT

DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS

BY: _____
CITY ATTORNEY

ATTEST:

PUBLIC SAFETY CORPORATION

SECRETARY

BY: _____
PRESIDENT

(SEAL)

DRAFT

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 CITY. These Services are described in more detail in the CONTRACTOR's Proposal in response to the St. Lucie 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 CITY alarm program records required to support the proposed CONTRACTOR services. These records may contain historical CITY alarm business, alarm system location, responsible party and other alarm data previously developed by or for the CITY. CONTRACTOR shall obtain this data directly from the CITY and relies on the CITY 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 CITY 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 CITY from the COUNTY's SunGard CAD/911 System. The CONTRACTOR agrees to purchase for the benefit of the CITY, 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 CITY Alarm Program website for CITY 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 CITY to the CITY 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 CITY alarm users access to online information on false alarm reduction and Ordinance requirements.

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

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

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

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

14. Provide the CITY 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 CITY and PSC; and,

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

CONTRACTOR 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 CITY Responsibilities

New Addition
1. Appointing Police Alarm Administrator ("Police Administrator") and backup administrators who will be the primary points of contact between PSC and the CITY. 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 CITY financial systems, as needed.

The CITY is responsible for all costs of carrying out the CITY'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 City of Fort Pierce.

Revenue (Collections) Sharing Approach and Ordinance Assumptions

The revenue-sharing approach requires no out-of-pocket or startup expenditures by the CITY. 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 CITY'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 (commercial)	Law Enforcement (residential)
First	\$0	\$0	\$0
Second	\$200	\$100	\$50
Third	\$300	\$200	\$100
Fourth	\$500	\$400	\$150
Fifth and Subsequent	\$500	\$500	\$200

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	29%
\$150,001 - \$400,000	26%
\$400,001 and above	23%

All bank fees for lockbox maintenance and setup will be deducted from gross collections prior to application of the revenue sharing percentages stipulated above. Any citizen overpayments and credit card fees will also be deducted from the gross collections prior to revenue sharing as applicable. 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 fee schedules for both the credit card processing and bank lockbox fees are attached and made part of this attachment B. The graduated percentages will be applied incrementally, e.g. \$500,000 in annual collections after bank and credit card fees would yield the following PSC revenue share: 29% of \$150,000 + 26% of \$250,000 + 23% of \$100,000, or a total of \$131,500 (26.3%) for PSC and \$368,500 (73.7%) for the City of Fort Pierce.

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 CITY's proposed new alarm ordinance varies significantly from the fee schedule above, the CONTRACTOR agrees to work with the CITY 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 CITY with an invoice showing the fee calculation and supporting payment reconciliation. A breakdown of the CITY's total revenue share will be provided for the individual participating CITY Agencies based on an assignment approach mutually agreeable to the CONTRACTOR and the CITY at the beginning of the project.
- Once the invoice is approved by the CITY, electronic transfers, e.g. ACH transfers, would be authorized to the CITY 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 CITY 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 or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

CITY Payment Upon Early Termination (Per Paragraph 17C)

If, within the initial two (2) years of the effective date, this Contract is terminated by the CITY 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 \$24,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The \$24,000.00 shall be amortized (reduced) on a straight-line basis (\$1,000 per month) over the initial two (2) year period.

PAYMENT PROCESSING

LINK2GOV

CHASE

WELLSFARGO

Credit Card Fees for FIS/Link2Gov

Standard Processing Services

Visa	2.45% + \$0.20	Per transaction
MasterCard	2.45% + \$0.20	Per transaction
American Express	2.45% + \$0.20	Per transaction
Discover Card	2.45% + \$0.20	Per transaction
Debit Card	2.45% + \$0.20	Per transaction
E-Check	\$0.15	Per transaction
L2G Payment Gateway Fee	\$0.05	Per transaction

API Development Services

API Hosting and Maintenance	\$10.00	Per month
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Settlement Services

ACH Settlement Fee	\$0.20	Per event	WAIVED
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Ancillary Services

Reporting and Statement Fee	\$10.00	Per month	
Chargebacks and Adjustments	\$15.00	Per event	
Voice Authorizations	\$0.50	Per event	WAIVED
Debit Adjustments	\$5.00	Per event	



14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952
 Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

www.chasepaymentech.com

▶ 1 COMPANY INFORMATION					
Federal regulations require that we collect and retain for our records information to verify merchant identity.					
COMPANY LEGAL NAME:	St Lucie County, Florida			TAXPAYER ID	
REGISTERED TRADE NAME		YEAR BUSINESS STARTED			
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX)					
CITY		STATE		ZIP CODE	
PRIMARY CONTACT		TELEPHONE #			
TYPE OF ENTITY					
<input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> LLC* * IF LLC, TAXED AS: <input type="checkbox"/> DISREGARDED ENTITY <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP TYPE OF OWNERSHIP: <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON PROFIT <input type="checkbox"/> SUBSIDIARY OF PUBLIC COMPANY <input type="checkbox"/> OTHER: _____					
STATE OF FORMATION		DATE OF FORMATION (MM/DD/YYYY)			
TRADING SYMBOL		FISCAL YEAR END (MM/DD/YYYY)			
HAS MERCHANT EVER FILED BANKRUPTCY?		IF YES, WHAT CHAPTER?		FILING DATE:	EMERGENCE DATE:
<input type="checkbox"/> YES <input type="checkbox"/> NO					
▶ 2 OWNERS					
OWNERS MUST PROVIDE SOCIAL SECURITY NUMBER. EACH OWNER SIGNING AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC, AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST.					
NAME		SOCIAL SECURITY OR TAX ID NUMBER		BIRTHDATE OR DATE OF INCORPORATION	
STREET ADDRESS		TELEPHONE NUMBER			
CITY		STATE		ZIP CODE	
SIGNATURE		PERCENT OWNERSHIP		%	
NAME		SOCIAL SECURITY OR TAX ID NUMBER		BIRTHDATE OR DATE OF INCORPORATION	
STREET ADDRESS		TELEPHONE NUMBER			
CITY		STATE		ZIP CODE	
SIGNATURE		PERCENT OWNERSHIP		%	
DO YOU HAVE ANY ADDITIONAL OWNERS (NOT LISTED ABOVE) THAT HAVE 10% OR GREATER OWNERSHIP, EITHER DIRECTLY OR INDIRECTLY?					
<input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) <input type="checkbox"/> NO					
NOTE: IF AN ENTITY/PARENT COMPANY IS LISTED IN SECTION 2 ABOVE THAT HAS 10% OR GREATER OWNERSHIP OF THE APPLICANT, IDENTIFY ANY OWNERS (INDIVIDUALS AND/OR ENTITIES) OF THE ENTITY/PARENT COMPANY THAT ULTIMATELY HAVE 10% OR GREATER OWNERSHIP IN THE APPLICANT ON THE ADDITIONAL OWNER/OFFICER ADDENDUM (SALES REPRESENTATIVE WILL PROVIDE)					

▶ 3 KEY DECISION MAKER

COMPANY PRESIDENT:				
(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)				
STREET ADDRESS				
CITY		STATE		ZIP CODE
COMPANY CFO:				
(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)				
STREET ADDRESS				
CITY		STATE		ZIP CODE
IS THERE ANYONE NOT LISTED ABOVE WHO HAS THE AUTHORITY TO MAKE FINANCIAL DECISIONS OR CONTROL COMPANY POLICY ON BEHALF OF YOUR BUSINESS?				
<input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE)				<input type="checkbox"/> NO

▶ 4 AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION

AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS DULLY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANTS'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.

NAME (please print)		TITLE (please print)	
TELEPHONE NUMBER		EMAIL ADDRESS:	
SIGNATURE		DATE:	

▶ 5 CERTIFICATION

I, the undersigned, being an officer/principal of _____ represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for a bank to release standard banking information.

(Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)

NAME (please print)		TITLE (please print)	
SIGNATURE		DATE	

(IF THE SIGNER HAS NOT ALREADY PROVIDED IT ABOVE, A RESIDENTIAL ADDRESS IS PREFERRED, IF AVAILABLE (NO PO BOX OR PAID MAILBOX). IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE.)

STREET ADDRESS				
CITY		STATE		ZIP CODE

PAYMENTECH INTERNAL USE ONLY	
SUBMITTER NAME	Link2Gov, Corp

*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.



SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymenttech, LLC ("*Paymenttech*" or "*we*", "*us*" or "*our*" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("*Member*"), is very excited about the opportunity to join Link2Gov, Corp in providing you with state-of-the-art payment processing services. When your Customers pay you through Link2Gov, Corp, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "*Payment Brands*") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Link2Gov, Corp. You are also required to fill out an Application with Paymenttech. The Application provides Paymenttech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Link2Gov, Corp service.

We understand that you have contracted with Public Safety Corporation ("*Public Safety*") regarding the processing of Card Transactions as such Card Transactions relate to alarm monitoring, which Card Transactions are submitted to us through Link2Gov. You acknowledge and agree that all of your Card Transactions submitted to us will be submitted directly by Link2Gov, including those with Public Safety and as between Paymenttech and Link2Gov with respect to the processing of the Card Transactions, you acknowledge that your agreement with Public Safety will govern your relationship, including without limitation, any liabilities arising out of or related to failure to process shall reside with Public Safety.

The following information is designed to inform and assist you as we begin our relationship.

1. *Your Acceptance of Cards*

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
 - (1) Accept *all* types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
 - (2) Accept *only* Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
 - (3) Accept *only* Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. *Settlement*

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Link2Gov, Corp. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "*Funding Schedule*" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
 - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
 - (2) An authorization/approval code was required and not obtained;
 - (3) The Transaction was fraudulent;
 - (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
 - (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy

- By signing below, you represent to us that you do not have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Link2Gov, Corp. In the event that you do happen to receive Card Information in connection with the processing services provided by Link2Gov, Corp or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: _____

ABA No.: _____

Account No.: _____

Account Name: _____

Reference: _____

6. Convenience Fee Transactions. You and Link2Gov, Corp hereby agree that

- (i) all Convenience Fee Transactions will be submitted by Link2Gov to Paymentech under that certain Submitter Agreement entered into by and between Link2Gov and Paymentech; (ii) all Card transactions will be submitted by Link2Gov on your behalf to Paymentech under the terms of these Payment Processing Instructions and Guidelines, (iii) all Paymentech processing fees, interchange and assessment fees, or other fees that may arise from or relate to the Convenience Fee Transaction shall be paid by Link2Gov, (iv) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with Card transactions shall be paid by Link2Gov, (v) all Chargebacks (but not chargeback fees), returns and similar charges arising from or relating to Card transactions shall be paid by you, (vi) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges arising from or relating to Convenience Fee Transactions shall be paid by Link2Gov, (vii) all funds transfer fees, Chargeback fees and similar charges related to Card transactions shall be paid by Link2Gov (viii) all settlement funds for Convenience Fee Transactions will be paid directly to a bank account designated by Link2Gov, and (ix) all settlement funds for Card transactions will be paid directly to a bank account designated by you in accordance with the Funding Schedule Section 5.

7. Definitions

"*Application*" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"*Card*" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"*Chargeback*" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"*Convenience Fee Transaction*" is a Transaction representing a charge to a customer's Card for the convenience of using the payment channel offered by you and Link2Gov, Corp.

"*Customer*" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"*Member*" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"*Payment Brand*" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"*Payment Brand Rules*" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"*Card Information*" is information related to a Customer or the Customer's Card, that is obtained by you or Link2Gov, Corp from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"*Paymentech*", "*we*", "*our*", and "*us*" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"*Security Standards*" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"*Transaction*" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

St Lucie County, Florida
MERCHANT LEGAL NAME (Print or Type)

Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

Link2Gov, Corp

113 Seaboard Lane, Suite A250, Franklin, TN 37067
Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

Public Safety Corporation

103 Paul Mellon Court, Waldorf, MD 20602
Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By: _____

Print Name: David Miller

Title: Vice President, Credit Operations

Date: _____

Address: 4 Northeastern Boulevard, Salem, NH 03079



Wells Fargo Treasury Management Proposal

Public Safety Corporation

Pricing as of February 2013

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
GENERAL ACCOUNT SERVICES					
22051	010000	ACCOUNT MAINTENANCE-CHEXSTOR	15.00000	1	15.00
CK021	010100	DEBITS POSTED	0.15000	1	0.15
CK011	010101	CREDITS POSTED	0.50000	17	8.50
		Subtotal			23.65
LOCKBOX SERVICES					
36709	05011R	WLBX MONTHLY BASE	75.00000	1	75.00
36778	05002Z	WLBX IMAGE WEB REPORTING MTHLY BASE	0.00000	1	0.00
03211	050131	WLBX MULTIPLE PAYEE 10-39	0.30000	102	30.60
36731	050530	WLBX CORRESPONDENCE / REJECTS	0.25000	8	2.00
36755	050100	WLBX STANDARD ITEM PROCESSED	0.30000	102	30.60
03905	05011R	WLBX DOCUMENT SCANNED	0.03500	267	9.35
36727	050600	WLBX 7 YR B/W IMAGE ARCHIVE	0.01500	267	4.01
03303	050410	WLBX PKG US MAIL DELIVERY	1.05000	28	29.40
36724	050301	WLBX DAILY DEPOSIT CUT	0.00000	16	0.00
36739	05011E	WLBX POST OFFICE RETURNED MAIL	1.50000	75	112.50
34222	05031Z	LOCKBOX CEO SUBSCRIPTION PER ITEM	0.00000	17	0.00
CEOLS	050000	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	20.00000	1	20.00
		Subtotal			313.45
DEPOSITORY SERVICES					
311	100220	WHOLESALE LBX CHECKS DEPOSITED	0.07000	102	7.14
		Subtotal			7.14
PAPER DISBURSEMENT SERVICES					
22202	150100	DDA CHECKS PAID	0.15000	3	0.45
		Subtotal			0.45
GENERAL ACH SERVICES					
CK018	250201	ELECTRONIC CREDITS POSTED	0.20000	18	3.60
ES344	250202	ACH RECEIVED ITEM	0.30000	18	5.40
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	20.00000	1	20.00
34377	250000	INTERNET ACH BASE FEE	10.00000	1	10.00
ACH1D	250102	INTERNET ACH ONE DAY ITEM	0.25000	2	0.50
CEOAS	250703	ACH CEO SUBSCRIPTION - ACCOUNT	80.00000	1	80.00
		Subtotal			119.50
INFORMATION SERVICES					
34115	400001	CEO PREV DAY SUBSCRIPTION DETL ITEM	0.17000	39	6.63
WNPDB	400000	CEO PREV DAY SUBSCRIPTION MTHLYBASE	25.00000	1	25.00
		Subtotal			31.63
Total Monthly Activity Charges					464.19
Setup Charges					
03850	050138	WLBX SET UP	40.00000	1	40.00
03082	050137	WLBX PROGRAMMING	125.00000	1	125.00
36774	050020	WLBX PO BOX ANNUAL RENTAL	225.00000	1	225.00
34376	251120	INTERNET ACH SET UP FEE	50.00000	1	50.00
		Total Setup Charges			440.00

**AMENDED AND RESTATED CONTRACT FOR
FALSE ALARM BILLING AND TRACKING SERVICES**

THIS AMENDED AND RESTATED CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES ("Contract") made and entered into this ____ day of _____, 2016, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, ("COUNTY"); **ST. LUCIE COUNTY FIRE DISTRICT**, an independent taxing district of the State of Florida ("FIRE DISTRICT"), **CITY OF FORT PIERCE**, a Florida municipal corporation, ("FORT PIERCE"), **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, ("PORT ST. LUCIE"), collectively referred to as the "AGENCIES," and **PUBLIC SAFETY CORPORATION**, a corporation of the State of Florida with its principal administrative offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602, as successor and interest of AOT Public Safety Corporation, d/b/a Public Safety Corporation, a corporation of the State of Maryland, ("CONTRACTOR").

WITNESSETH:

Whereas, the COUNTY has adopted 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, on May 20, 2014, the COUNTY and the CONTRACTOR entered into a Contract for False Alarm Billing and Tracking Services, (the "Contract"); and,

WHEREAS, the parties desire to amend and restate the Contract to add the FIRE DISTRICT, CITY OF FORT PIERCE, and CITY OF PORT ST. LUCIE as parties to the Contract in recognition of the services which will be provided to these entities with regard to alarm permitting and false alarm billing in their respective jurisdictions.

Now, therefore, the parties agree as follows:

1. Term.

The term of this Contract shall commence on the date the CONTRACTOR begins tracking and billing false alarms pursuant to this Contract ("Commencement Date") and shall continue for a period of two (2) years following the Commencement Date. This contract shall automatically renew for additional one year periods unless either the COUNTY on behalf of the AGENCIES 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 AGENCIES or CONTRACTOR wishes to terminate this Contract.

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 AGENCIES' operational responsibilities.

B. **Attachment B**, Payment Terms, for COUNTY.

C. **Attachment C**, Payment Terms for FIRE DISTRICT.

D. **Attachment D**, Payment Terms for FORT PIERCE.

E. **Attachment E**, Payment Terms of PORT ST. LUCIE.

F. **Attachment F**, Wells Fargo Treasure Management Proposal for Large Lockbox (More than 200 transactions per month).

G. **Attachment G**, Wells Fargo Treasure Management Proposal for Small Lockbox (200 or less transactions per month).

H. **Attachment H**, Credit Card Fees for FIS/Link2Gov.

The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A; and (3) Attachment B, C, D, or E, as applicable, Attachment F, Attachment G, and Attachment H.

3. Preparation of Amendments to Alarm Ordinance.

The parties acknowledge and agree that the CONTRACTOR has assisted the COUNTY in the review and drafting of amendments to its 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, including both unincorporated and incorporated areas and shall provide similar assistance to FORT PIERCE and PORT ST. LUCIE, upon request.

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 AGENCIES in enforcing their Alarm Ordinances 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 Ordinances and at the direction and under the supervision of the AGENCIES' Alarm Administrators, 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 AGENCIES of timely false alarm information, all as more specifically described in **Attachment A**.

5. Software License.

The AGENCIES 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 AGENCIES to access their false alarm information.

6. Duration of the Software License.

The AGENCIES 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 AGENCIES 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 AGENCIES' 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 AGENCIES' computer systems required to import or export data in order to implement the Software.

B. The AGENCIES 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 all parties is and shall remain the valuable intellectual property of each respective party. Except as required by law, no party shall disclose any such information to any third party for any reason without the express written consent of the other interested party(ies) and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and AGENCY staff in the administration of the AGENCY'S 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 AGENCIES are government bodies 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 Ordinances 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 and respective AGENCY'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 AGENCY.

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

9. Public Records.

CONTRACTOR and subcontractors shall comply with Section 119.0701, Florida Statutes (2015). The CONTRACTOR and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and Section 119.07(1)(a), Florida Statutes (2015). Pursuant to Section 119.10(2)(a), Florida Statutes (2015), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in Sections 775.082 and 775.083, Florida Statutes. (2015).

The AGENCIES are public agencies subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Pursuant to Section 119.0701, Florida Statutes (2015), the CONTRACTOR agrees to comply with all public records laws.

The CONTRACTOR shall keep and maintain public records required by the AGENCIES in order to perform the service, specifically as follows:

- (a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government

Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

(b) During the term of the contract, the CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the AGENCIES.

(c) Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the AGENCIES. The CONTRACTOR'S records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

(d) The CONTRACTOR agrees to make available to the AGENCIES, during normal business hours all books of account, reports and records relating to this Contract.

(e) If the CONTRACTOR fails to provide the public records to the AGENCIES within a reasonable time, the CONTRACTOR may also be subject to penalties under Section 119.10, Florida Statutes (2015).

Upon request from an AGENCY'S custodian of public records, the CONTRACTOR shall provide the AGENCY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

The CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the AGENCY.

Upon completion of the Contract, transfer, at no cost to the AGENCIES, all their respective public records in possession of the CONTRACTOR, or keep and maintain public records required by the AGENCIES to perform the service. If the CONTRACTOR their respective public records to the AGENCIES upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the respective AGENCY, upon request from the AGENCY'S custodian of public records in a format that is compatible with the information technology systems of the AGENCY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE

RESPECTIVE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

AS TO ST. LUCIE COUNTY:

COUNTY ATTORNEY'S OFFICE
2300 VIRIGNIA AVENUE
FORT PIERCE, FL 34982.
(772) 462-1441
BellamyS@stlucieco.org,

AS TO FIRE DISTRICT:

FIRE CHIEF BUDDY EMERSON
5160 NW MILNER DRIVE
PORT ST. LUCIE, FL 34983
(772) 621-3600
BEMERSON@SLCFD.ORG

AS TO FORT PIERCE:

XX
POST OFFICE BOX 1480
FORT PIERCE, FL
XX
XX

AS TO PORT ST. LUCIE:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com

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

9. Limitations on the Use of the Software.

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

10. Notices of Intellectual Property Rights.

The AGENCIES 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 Ordinances.

11. Payment.

The CONTRACTOR shall be compensated for its Services provided to the AGENCIES under this Contract, in accordance with **Attachments B-F**, ("Payment Terms"), respectively.

12. Collection of Fines.

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

13. Confidentiality of 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 AGENCIES. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify the affected AGENCY and give the AGENCY an opportunity to object to the disclosure.

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

14. Agency Responsibilities.

A. The AGENCIES 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 AGENCIES 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 the CONTRACTOR and the AGENCIES and upon execution by the CONTRACTOR and the AGENCIES 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 Ordinances.

15. Agency Alarm Administrator.

To facilitate effective communication between the AGENCIES 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.

16. 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.

17. Termination.

A. *For Convenience.* Either the AGENCIES or the CONTRACTOR may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the AGENCIES, 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 AGENCIES to transition operation of the alarm program to AGENCY facilities and staff using the CONTRACTOR's proprietary Software as described in Paragraph 18A.

An individual AGENCY may withdraw from the CONTRACT by giving at least ninety (90) days prior written notice to the other AGENCIES and the CONTRACTOR of such termination and specifying the effective date thereof. If an AGENCY withdraws from the Contract, the AGENCY shall pay the CONTRACTOR for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination.

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

C. *Termination Within Initial Two (2) Year Period.* If this Contract is terminated by the AGENCIES or its implementation is terminated by the AGENCIES during the initial two (2) year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to a one-time Program Termination fee, not to exceed \$24,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The \$24,000.00 shall be amortized (reduced) on a straight-line basis (\$1,000 per month) over the initial two (2) year period.

18. **Rights upon Termination.**

A. If the CONTRACTOR is entitled to terminate this Contract or the AGENCIES choose 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 Alarm Ordinances 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 AGENCIES terminate this Contract or if the CONTRACTOR terminates for cause, the AGENCIES, 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 AGENCIES' behalf. In the event that either party terminates this Contract, the CONTRACTOR agrees that all data collected under this Contract is part of the

AGENCIES' permanent record and that all data, including historical records under the required retention time will be provided to the AGENCIES in an agreed upon data format within thirty (30) days of the termination date.

19. Indemnification.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the AGENCIES, their officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract. As consideration for this indemnity provision the CONTRACTOR shall be paid the sum of ten dollars (\$10.00), which will be added to the initial compensation payment to the CONTRACTOR. The indemnification shall survive the termination of this Contract. Nothing contained within this paragraph is intended to nor shall it constitute a waiver of the AGENCIES' sovereign immunity.

21. Patent infringement.

The CONTRACTOR shall indemnify the AGENCIES, their 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 an AGENCY or the AGENCIES 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

22. 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.

23. Insurance

The CONTRACTOR shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as AGENCIES' review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract.

The parties agree and recognize that it is not the intent of the AGENCIES that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the AGENCIES and the AGENCIES shall not be obligated to provide any insurance coverage other than for their respective entities or extend their immunity pursuant to Section 768.28, Florida Statutes,(2015), under their self-insured or other insurance programs. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the AGENCIES as additional

insureds under any other insurance policy, or otherwise protect the interests of the AGENCIES as specified in this Contract.

The CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be CG2026- Designated Person or Organization endorsement, or similar endorsement) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the AGENCIES. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent Contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurer's clause.

The CONTRACTOR shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the AGENCIES reserve the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the CONTRACTOR warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

The CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles; the

Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the AGENCIES, their officers, agents and employees as Additional Insureds with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall list the name of each of the AGENCIES, Amended and Restated Contract for False Alarm Tracking and Billing Services, shall be listed as additionally insured, The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the AGENCIES prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the AGENCIES is amended during the term of this Contract to exceed the above limits, the CONTRACTOR shall be required, upon thirty (30) days written notice by the AGENCIES, to provide coverage at least equal to the amended statutory limit of liability of the AGENCIES. Copies of the Additional Insured endorsements should be attached to the Certificate of Insurance. All independent contractors and subconsultants utilized in this project must furnish a Certificate of Insurance to the AGENCIES in accordance with the same requirements set forth herein.

The CONTRACTOR shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the CONTRACTOR to ensure that all subconsultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR for any and all claims under this Contract.

The CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability Policy is written on "Non-Follow Form," the AGENCIES shall be endorsed as an "Additional Insured."

The AGENCIES, by and through their Risk Management Departments/Divisions, reserve the right, but not the obligation, to review and reject any insurer providing coverage.

24. 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.

25. 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.

26. 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:

As to County:

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

With a copy to:

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

As to Fire District:

Fire Chief Buddy Emerson
5160 NW Milner Drive
Port St. Lucie, Florida 34983

With a copy to:

Fire District Attorney Ken Crooks
5160 NW Milner Drive
Port St. Lucie, Florida 34983

As to Fort Pierce:

Fort Pierce City Manager
Post Office Box 1480
Fort Pierce, Florida 34954

With a copy to:

Fort Pierce City Attorney
Post Office Box 1480
Fort Pierce, Florida 3495

As to Port St. Lucie:

City of Port St. Lucie City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With a copy to:

City of Port St. Lucie Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

As to CONTRACTOR:

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

27. 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.

28. Severability.

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

29. No Waiver.

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

30. 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.

31. 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 AGENCIES because of the performance of any work by or under the performance of this Contract.

32. 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 AGENCIES 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 authorized and have executed this Contract effective as of on the date first written above.

ATTEST:

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

DEPUTY CLERK

BY: _____
CHAIRMAN

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
COUNTY ATTORNEY

ATTEST:

ST. LUCIE COUNTY FIRE DISTRICT

KAREN RUSSELL
CLERK/TREASURER

BY: _____
RUFUS ALESANDER
CHAIRMAN

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
FIRE DISTRICT ATTORNEY

ATTEST:

CITY OF FORT PIERCE

BY: _____
CLERK

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
CITY ATTORNEY

ATTEST:

BY: _____
CLERK

CITY OF PORT ST. LUCIE

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
CITY ATTORNEY

ATTEST:

SECRETARY

PUBLIC SAFETY CORPORATION

BY: _____
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 AGENCIES. These Services are described in more detail in the CONTRACTOR's Proposal in response to the St. Lucie County's RFP Number: 14-006.

CONTRACTOR Responsibilities

1. At the beginning of the project, electronic conversion/import to the CONTRACTOR computer server(s) of any AGENCY alarm program records required to support the proposed CONTRACTOR services. These records may contain historical AGENCY alarm business, alarm system location, responsible party and other alarm data previously developed by or for the AGENCY. CONTRACTOR shall obtain this data directly from the COUNTY and relies on the AGENCIES 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 AGENCIES' Alarm Ordinances ("Ordinances") 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 Ordinances. 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 the CONTRACTOR) extracted by the COUNTY from 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 AGENCIES to their respective websites 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. The CONTRACTOR will comply with the provisions of the Alarm Ordinances, and update Program business rules to comply with amendment to the Alarm Ordinances as supported by the CONTRACTOR software;
7. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by the CONTRACTOR;

8. Bill and correspond with alarm businesses and alarm users in accordance with provisions of the Alarm Ordinances. 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 AGENCY alarm users access to online information on false alarm reduction and Ordinance requirements.

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

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

12. Support alarm hearings and appeals by notifying the AGENCIES of any such appeals, providing an AGENCY 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 the CONTRACTOR'S Program processing facilities;

14. Provide the AGENCIES 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 AGENCIES and the CONTRACTOR; and,

15. Perform special collection functions as directed and authorized by the AGENCIES 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.

CONTRACTOR 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.

AGENCIES' Responsibilities

1. Each AGENCY shall appoint an Alarm Administrator ("Alarm Administrator") and backup administrators who will be the primary points of contact between PSC and the AGENCY. 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 AGENCIES financial systems, as needed.

The AGENCIES are responsible for all costs of carrying out their respective responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

ATTACHMENT B
PAYMENT TERMS FOR COUNTY LAW ENFORCEMENT ALARMS

The following sections describe the CONTRACTOR's compensation for providing False Alarm Billing and Tracking Services to FORT PIERCE.

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	Law Enforcement
First	\$0
Second	\$100
Third	\$200
Fourth	\$400
Fifth and Subsequent	\$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. \$500,000 in annual collections after bank and credit card fees would yield the following CONTRACTOR revenue share: 27% of \$150,000 + 24% of \$250,000 + 21% of \$100,000, or a total of \$121,500 (24.3%) for PSC and \$378,500 (75.7%) for the COUNTY. The bank fees are set forth in Wells Fargo Treasure Management Proposal attached hereto and incorporated herein as Attachment F or Attachment G, as appropriate. The credit card fees are set forth in the Credit Card Fees for FIS/Link2Gov attached hereto and incorporated herein as Attachment H.

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 each AGENCY's total revenue share will be provided for the individual participating AGENCY based 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 and the AGENCY, electronic transfers, e.g. ACH transfers, would be authorized to the COUNTY and the AGENCY 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 or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

**ATTACHMENT C
PAYMENT TERMS FOR FIRE DISTRICT ALARMS**

The following sections describe the CONTRACTOR's compensation for providing False Alarm Billing and Tracking Services to the FIRE DISTRICT.

Revenue (Collections) Sharing Approach and Ordinance Assumptions

The revenue-sharing approach requires no out-of-pocket or startup expenditures by the FIRE DISTRICT. 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.

False Alarm Fee Schedule

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
First	\$0
Second	\$200
Third	\$300
Fourth	\$500
Fifth and Subsequent	\$500

CONTRACTOR Fee Schedule

CONTRACTOR's compensation shall be calculated separately for Fire 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	18%
\$150,001 - \$400,000	18%
\$400,001 and above	18%

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 parties agree that the FIRE DISTRICT will use Seacoast Bank for all its banking services hereunder. The credit card fees are set forth in the Credit Card Fees for FIS/Link2Gov attached hereto and incorporated herein as Attachment H. On or before the first day of the fourteenth month following the Commencement Date, the parties shall review the number of false fire alarms during the first twelve (12) months following the Commencement Date to determine whether an adjustment of the Graduated Revenue Sharing Percentage is warranted for the remainder of the Contract term.

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 alarm ordinance varies significantly from the fee schedule above, the CONTRACTOR agrees to work with the FIRE DISTRICT 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 to the FIRE DISTRICT based on an assignment approach mutually agreeable to the CONTRACTOR and the AGENCIES at the beginning of the project.
- Once the invoice is approved by the COUNTY and the FIRE DISTRICT, 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 AGENCIES 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 or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

ATTACHMENT D
PAYMENT TERMS FOR FORT PIERCE LAW ENFORCEMENT ALARMS

The following sections describe the CONTRACTOR's compensation for providing False Alarm Billing and Tracking Services to FORT PIERCE.

Revenue (Collections) Sharing Approach and Ordinance Assumptions

The revenue-sharing approach requires no out-of-pocket or startup expenditures by FORT PIERCE. 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 FORT PIERCE'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	Law Enforcement
First	\$0
Second	\$100
Third	\$200
Fourth	\$400
Fifth and Subsequent	\$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. \$500,000 in annual collections after bank and credit card fees would yield the following CONTRACTOR revenue share: 27% of \$150,000 + 24% of \$250,000 + 21% of \$100,000, or a total of \$121,500 (24.3%) for PSC and \$378,500 (75.7%) for FORT PIERCE. The bank fees are set forth in Wells Fargo Treasure Management Proposal attached hereto and incorporated herein as Attachment F and Attachment G, as appropriate. The credit card fees are set forth in the Credit Card Fees for FIS/Link2Gov attached hereto and incorporated herein as Attachment H. On or before the first day of the fourteenth month following the Commencement Date, the parties shall review the number of false fire alarms during the first twelve (12) months following the Commencement Date to determine whether an adjustment of the Graduated Revenue Sharing Percentage is warranted for the remainder of the Contract term.

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 FORT PIERCE's proposed new alarm ordinance

varies significantly from the fee schedule above, the CONTRACTOR agrees to work with FORT PIERCE 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 and FORT PIERCE with an invoice showing the fee calculation and supporting payment reconciliation. A breakdown of FORT PIERCEs total revenue share will be provided based on an assignment approach mutually agreeable to the CONTRACTOR and the AGENCIES at the beginning of the project.
- Once the invoice is approved by FORT PIERCE, electronic transfers, e.g. ACH transfers, would be authorized to FORT PIERCE 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 AGENCIES 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 or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

ATTACHMENT E
PAYMENT TERMS FOR PORT ST. LUCIE LAW ENFORCEMENT ALARMS

The following sections describe the CONTRACTOR's compensation for providing False Alarm Billing and Tracking Services to PORT ST. LUCIE.

Revenue (Collections) Sharing Approach and Ordinance Assumptions

The revenue-sharing approach requires no out-of-pocket or startup expenditures by PORT ST. LUCIE. 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 PORT ST. LUCIE'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	Law Enforcement
First	\$0
Second	\$100
Third	\$200
Fourth	\$400
Fifth and Subsequent	\$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. \$500,000 in annual collections after bank and credit card fees would yield the following CONTRACTOR revenue share: 27% of \$150,000 + 24% of \$250,000 + 21% of \$100,000, or a total of \$121,500 (24.3%) for PSC and \$378,500 (75.7%) for PORT ST. LUCIE. The bank fees are set forth in Wells Fargo Treasure Management Proposal attached hereto and incorporated herein as Attachment F and Attachment G, as appropriate. The credit card fees are set forth in the Credit Card Fees for FIS/Link2Gov attached hereto and incorporated herein as Attachment H. On or before the first day of the fourteenth month following the Commencement Date, the parties shall review the number of false fire alarms during the first twelve (12) months following the Commencement Date to determine whether an adjustment of the Graduated Revenue Sharing Percentage is warranted for the remainder of the Contract term.

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 PORT ST. LUCIE's proposed new alarm ordinance

varies significantly from the fee schedule above, the CONTRACTOR agrees to work with PORT ST. LUCIE 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 and PORT ST. LUCIE with an invoice showing the fee calculation and supporting payment reconciliation. A breakdown of PORT ST. LUCIEs total revenue share will be provided based on an assignment approach mutually agreeable to the CONTRACTOR and the AGENCIES at the beginning of the project.
- Once the invoice is approved by PORT ST. LUCIE, electronic transfers, e.g. ACH transfers, would be authorized to PORT ST. LUCIE 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 AGENCIES 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 or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

ATTACHMENT F

**WELLS FARGO TREASURY MANAGEMENT PROPOSAL
FOR LARGE LOCKBOX (MORE THAN 200 TRANSACTIONS PER MONTH)**

(ATTACHED)

ATTACHMENT G

**WELLS FARGO TREASURY MANAGEMENT PROPOSAL
FOR SMALL LOCKBOX (200 OR LESS TRANSACTIONS PER MONTH)**

(ATTACHED)

ATTACHMENT H

CREDIT CARD FEES FOR FIS/LINK2GOV

Standard Processing Services

Visa	2.45% + \$0.20 Per Transaction
MasterCard	2.45% + \$0.20 Per Transaction
American Express	2.45% + \$0.20 Per Transaction
Discover Card	2.45% + \$0.20 Per Transaction
Debit Card	2.45% + \$0.20 Per Transaction
E-Check	\$0.15 Per Transaction

L2G Payment Gateway Fee \$0.05 Per Transaction

API Development Services

API Hosting and Maintenance \$10,00 Per Month

Settlement Services

ACH Settlement Fee \$0.20 Per Event – WAIVED

Ancillary Services

Reporting and Statement Fee \$10.00 Per Month

Chargebacks and Adjustments \$15,00 Per Month

Voice Authorizations \$0.50 Per Event – WAIVED

Debit Adjustments \$5.00 Per Event