C I T Y O F F O R T P I E R C E

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, September 12, 2016 - 8:30 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **New Business**

   A. Presentation by David Cleveland of the artwork for the memorial wall at Dreamland Park.

   B. Discussion of proposed 2017 City of Fort Pierce Legislative Priorities - City Manager

   C. Discussion of alarm ordinance management and mutual cooperation agreements - Chief of Police

   D. Discussion of revised vehicles for hire ordinance - City Clerk

   E. Update on contract negotiations with the Humane Society - Code Compliance Manager

5. **Adjournment**

City Commission Conference Agenda **Agenda Item # 4. A.**

Meeting Date: 09/12/2016

Re: Memorial Wall Concept

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation by David Cleveland of the artwork for the memorial wall at Dreamland Park.

Attachments

Wall of Remembrance Concept

Form Review

Form Started By: Jennifer Robinson Started On: 09/09/2016 12:41 PM

Final Approval Date: 09/09/2016

WALL OF REMEMBRANCE CONCEPT

The wall is to recognize all of the lives that have been taken by violence in our community. Creating a reflective environment for remembrance.

"AS LONG AS WE SPEAK THEIR NAMES THEY WILL NOT BE FORGOTTEN"

The heavy timber that supports the panels is an organic material, like the human body, a living breathing organism taken from the forest and shaped into a new frame, tempered and treated for its new environment.

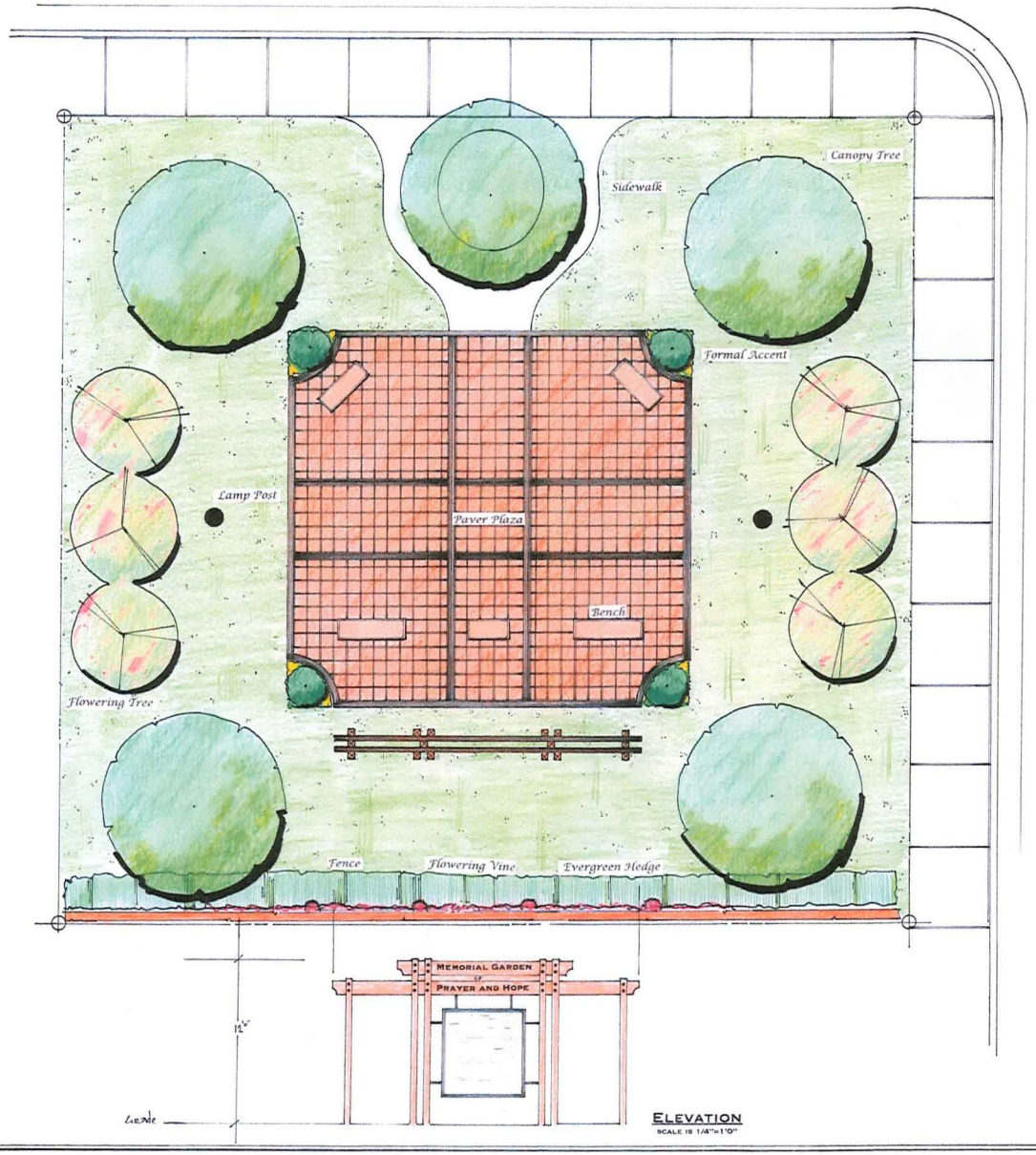
Suspended from the heavy timber frames are 1" thick stainless steel panels. The strength and durability of stainless steel reminds us that though a physical presence no longer remains, our memories will not be taken. Our memories survive, etched in solid steel.

"THE STAINLESS STEEL PANELS HAVE BEEN CONSTRUCTED FROM SEIZED WEAPONS ."

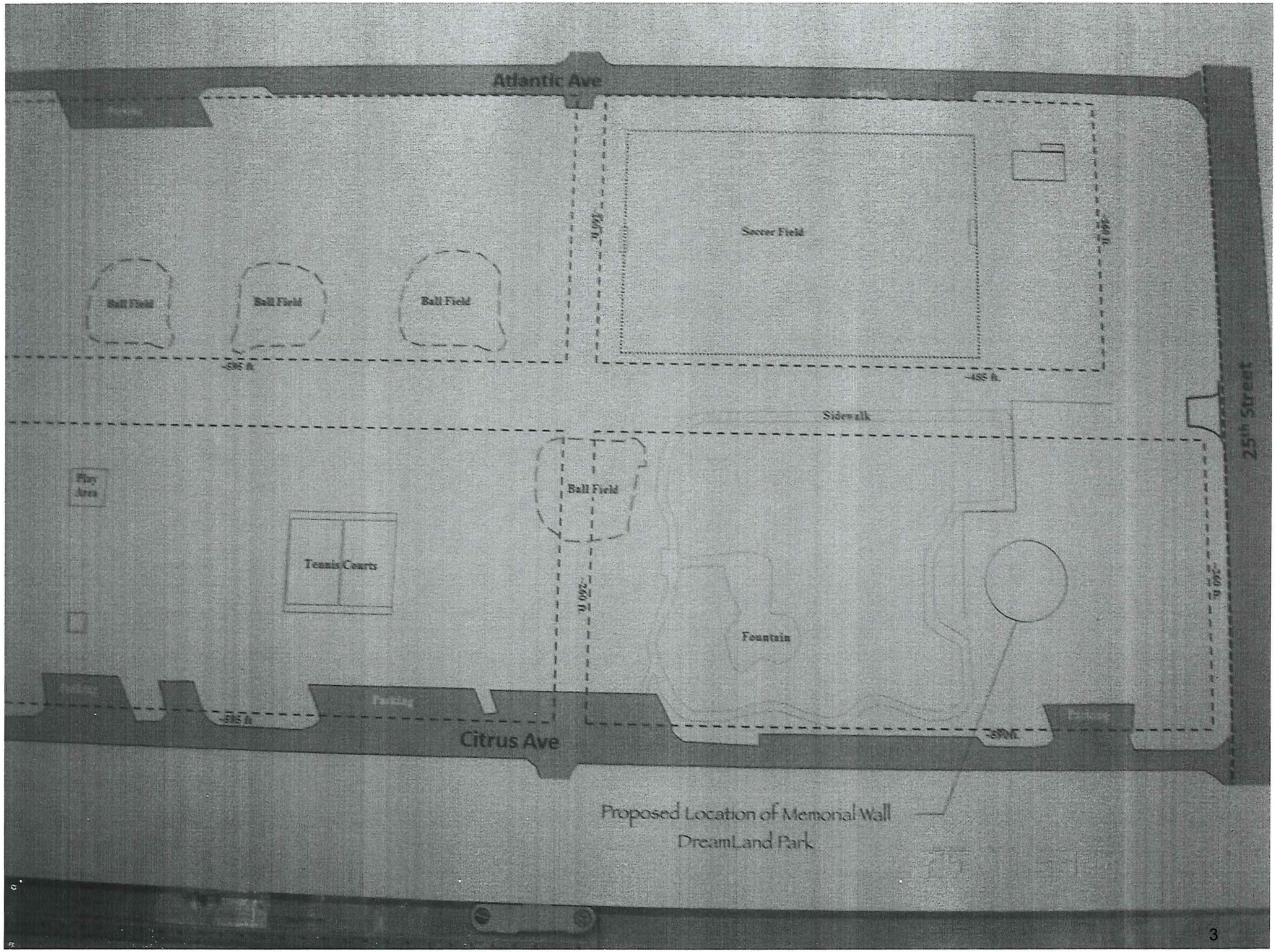
We will use heavy stainless bolts at the intersects showing the connection between our physical and spiritual selves.

The massing of the columns represent the collective holding the memories of those who have passed.

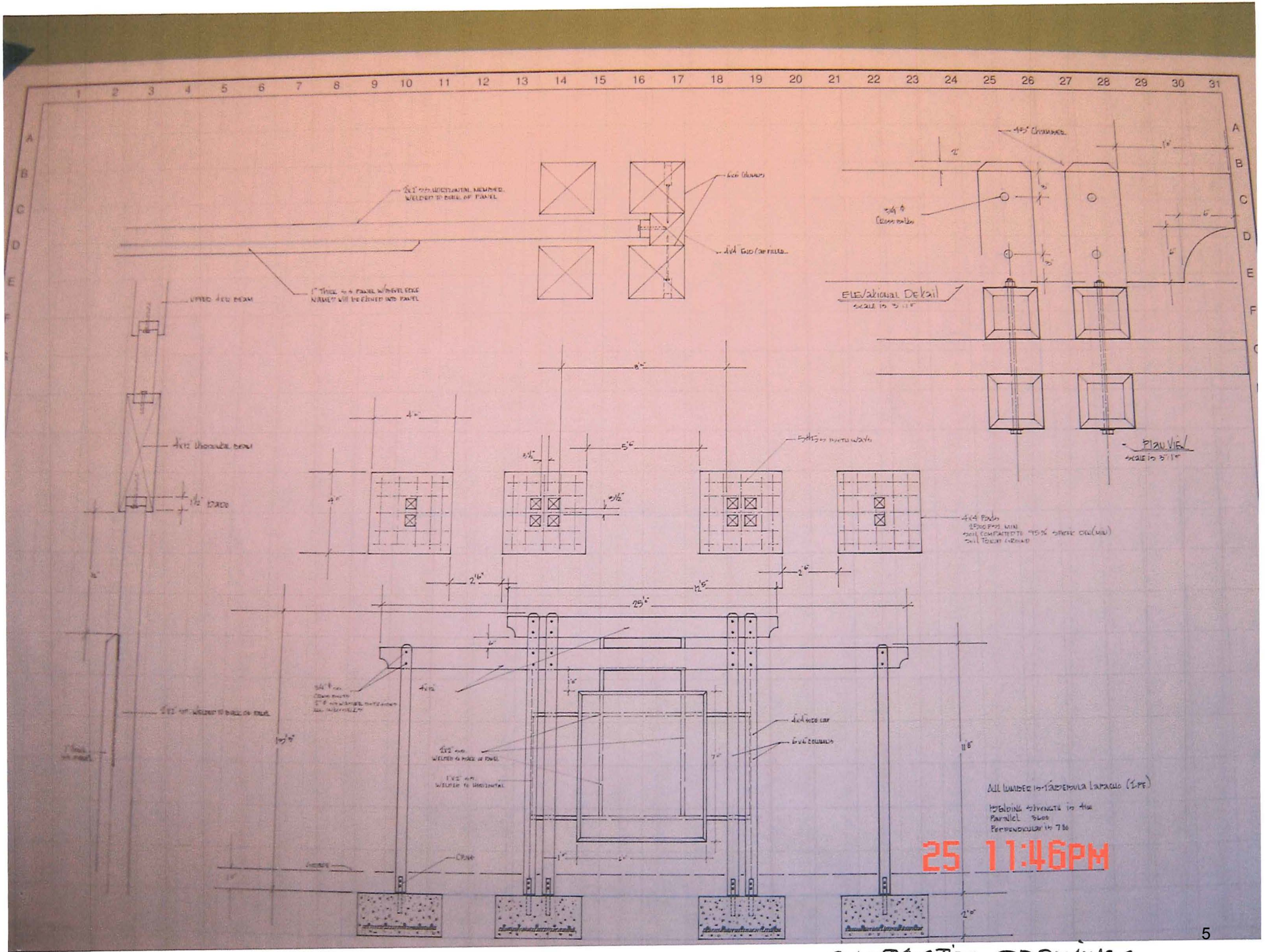
Memorial Garden of Prayer and Hope



ORIGINAL LOCATION

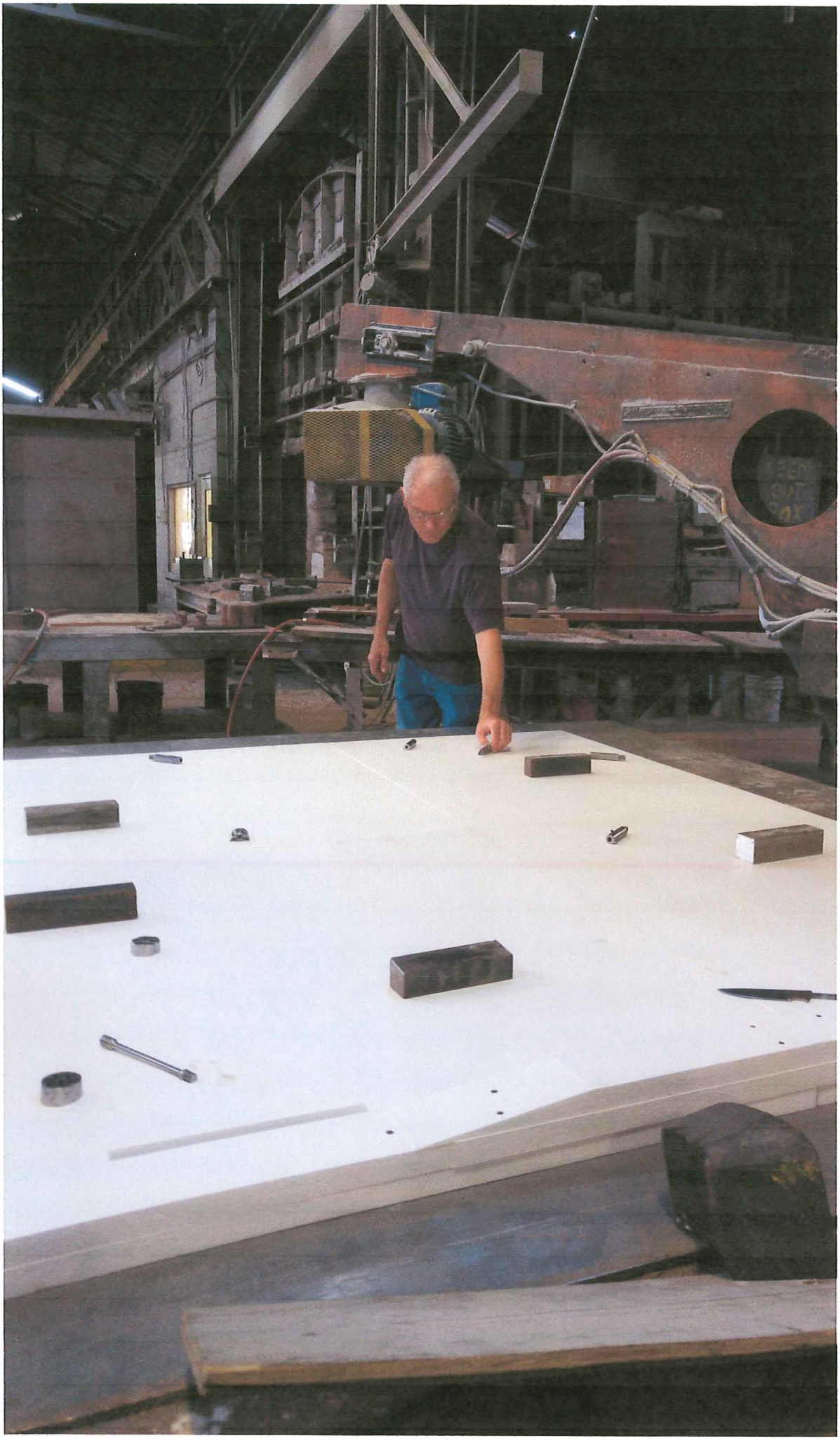

Atlantic Ave
Soccer Field
Ball Field
Ball Field
Ball Field
Sidewalk
25th Street
Play Area
Ball Field
Tennis Courts
Fountain
Citrus Ave
Proposed Location of Memorial Wall
DreamLand Park


25 1:30AM



CONSTRUCTION DRAWINGS


MADDOX
FOUNDRY & MACHINE
WORKS
ARCHER
FLA.
EST.
1905



Pattern layout

Sand Mold



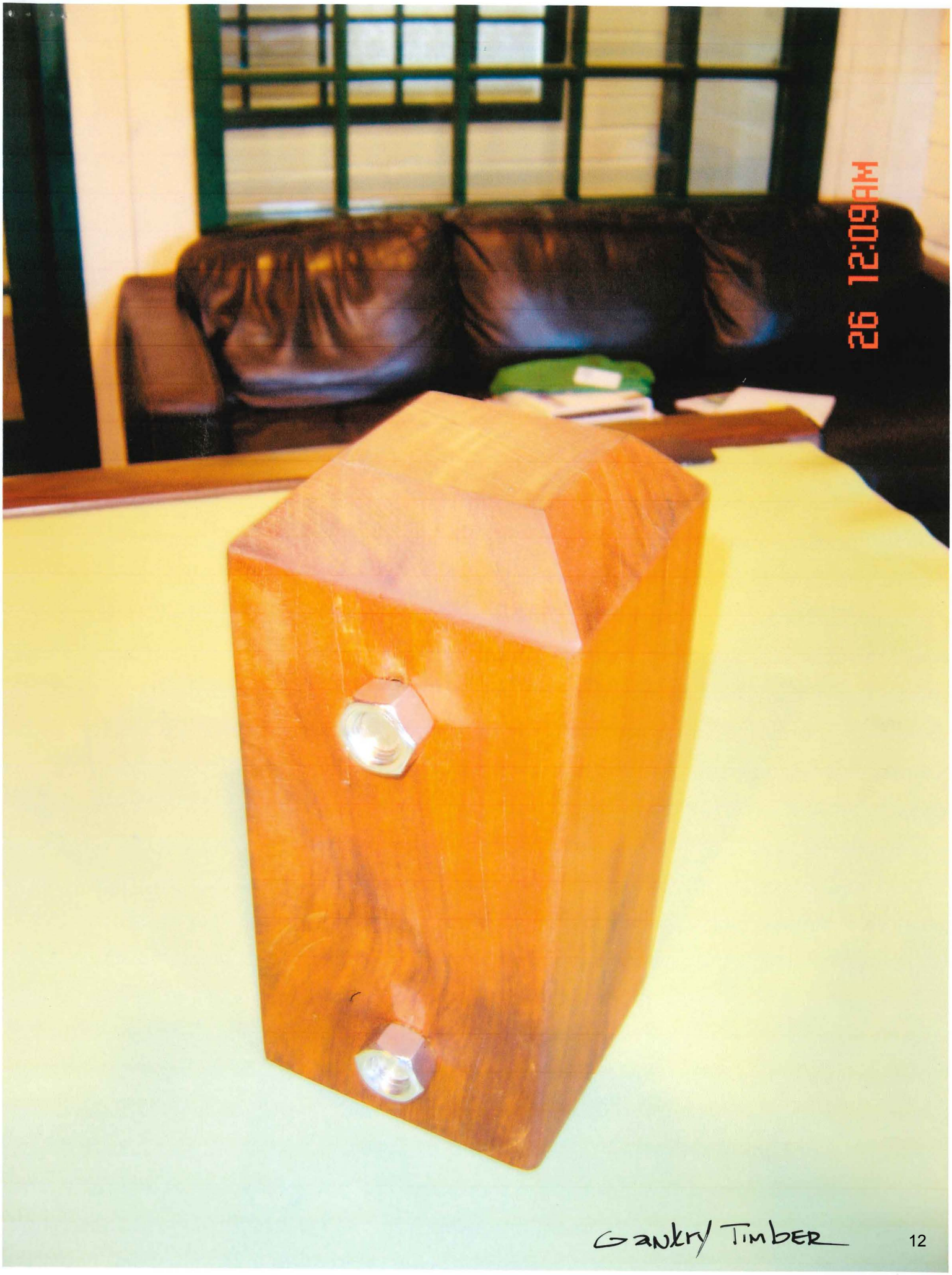
weapons to Crucible



Pouring Panel



Panel


26 12:09AM
Gantry Timber

City Commission Conference Agenda **Agenda Item # 4. B.**

Meeting Date: 09/12/2016

Re: 2017 Legislative Priorities

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of proposed 2017 City of Fort Pierce Legislative Priorities - City Manager

Attachments

Memo from City Manager

2017 Proposed Legislative Priorities

2016 Legislative Priorities

Form Review

Form Started By: Jennifer Robinson Started On: 09/08/2016 10:52 AM

Final Approval Date: 09/08/2016

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

TO : The Honorable Mayor and Members of the City Commission

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

RE : 2017 Legislative Priorities Update for the City of Fort Pierce

DATE : September 9, 2016

The attached list of Legislative Priorities for 2017 was compiled in coordination with St. Lucie County. All of the listed items are of significant concern to the prosperity of the City of Fort Pierce. Also attached are the 2016 Legislative Priorities for your convenience.

If you have any questions, please contact me.

NCM:jdr

Attachments

c: Linda Cox, City Clerk/Asst. City Manager

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Economic Development

State and Local Economic Development Partnerships

The City SUPPORTs legislation and appropriation that enhances the efficiency and effectiveness of the state and local government partnership in economic development through the greater use of targeted strategic investments to induce sustainable economic activity resulting in a consistent positive return on investment for both state and local governments.

Florida Enterprise Fund

SUPPORT creation and funding of the Florida Enterprise Fund and the state's economic development toolkit in a manner that supports increased economic growth and development by incentivizing businesses to relocate to or expand in all regions of the state of Florida.

Public Record and Open Meeting Exemptions for Economic Development

SUPPORT changes to s.286.0113 and s.288.075, F.S., that would allow the City Commissioners to deliberate in private regarding an economic development proposal and preserve the confidentiality of confidential information in the possession of an economic development agency.

Budget & Taxation

Unfunded Mandates

The State Legislature has frequently passed legislation that compels local governments to provide a service, program, or benefit without providing the appropriate funding or a funding source. This compromises local governments' ability to provide services requested by their local communities by diverting resources to these state-directed, unfunded mandates or cost shifts. In addition, as more and more mandates are created, local governments are faced with the burden of using local tax dollars to finance functions that they have little control over.

The state must do a better job of truthfully identifying costs to local governments when passing new legislation and must provide funding or a funding source for every legislative initiative that imposes a cost on counties. City of Fort Pierce OPPOSES new unfunded mandates and unfunded state to county cost shifts.

Local Communication Tax

SUPPORTS legislation that protects general revenues collected from the local communications services tax. These revenues are used to provide essential municipal services, such as public safety, and constructing and maintaining roads, bridges, public parks and open spaces. Maintaining a diversified revenue base strengthens the fiscal stability of local governments and improves their ability to serve all citizens and businesses.

Local Business Tax

SUPPORTS legislation that protects general revenues collected from the local business tax and preserves the local authority to levy the tax.

Property Tax

OPPOSE legislation that would eliminate currently existing recapture provisions for homestead and non-homestead property.

General Administration

Vacation Rentals

SUPPORTS legislation that repeals the state preemption of the regulation of vacation rental properties in order to allow local governments to regulate such properties to protect the health and welfare of residents, visitors and businesses.

Public Records

SUPPORTS public records reform to discourage or eliminate schemes designed to generate violations of public records laws as well as limit harassing or unreasonable public records requests.

Environmental & Natural Resources

Beach & Inlet Management Funding

The Beach Management Funding Assistance Program is a Long-Range Budget Plan administered through the Florida Department of Environmental Protection (FDEP) to assist eligible local governments with their beach erosion control projects. Each application request must include a detailed project description, cost estimate, and supporting resolution from the governing body. Individual projects then receive a priority ranking based upon several criteria.

Project	Project Description	Requested Amount	County Match
Fort Pierce Shore Protection Project	2018 physical and biological monitoring	$125,000.00	$125,000.00
	Next planned Federal nourishment in 2016/2017	$910,000.00	$910,000.00
Fort Pierce Inlet Management Plan	Fort Pierce Inlet Management Plan Update	$150,000.00	$50,000.00
	Inlet Sand Trap (Phase 1) Construction	$2,250,000.00	$750,000.00
	Inlet Sand Trap (Phase 1) Construction-Engineering	$198,750.00	$66,250.00
	Inlet Sand Trap (Phase 1) Construction-Monitoring	$48,750.00	$16,250.00
	TOTAL	**$3,682,500.00**	**$1,917,500.00**

Florida Water & Land Conservation Amendment

SUPPORT a balanced distribution of funds for land acquisition and for water quality and quantity projects throughout the state, with equitable allocation irrespective of a project's urban or rural nature, or its coastal or inland location. As well as, SUPPORT maintenance, monitoring and sustainability of existing state conservation lands.

Indian River Lagoon, Lake Okeechobee Basin & Everglades

SUPPORT state funding for the construction of additional water storage and water quality treatment facilities within the Lake Okeechobee, Caloosahatchee, St. Lucie, Indian River Lagoon and Everglades watersheds.

Vessel & Waterways

SUPPORT revised statutory authority and continued state funding for the enforcement and removal of derelict vessels, with emphasis on chronic offenders. SUPPORT continued state and local regulation of vessels, mooring fields, bulkheads and seawalls, floating vessel platforms, and seagrasses.

Transportation & Infrastructure

Florida Seaport Transportation & Economic Development (FSTED)

The Florida Legislature created this on-port investment program in 1990, which is administered by the FSTED Council, consisting of the port directors of the 15 public seaports, the Secretary of the Department of Transportation, and the Director of the Department of Economic Opportunity. This state and local investment entity is statutorily charged with accomplishing the state's seaport development mission of implementing capital improvement projects at the local level.

The City of Fort Pierce and St. Lucie County have entered into an interlocal agreement to collaborate efforts in the development of the properties owned by both entities at the Port of Fort Pierce.

Project	Project Description	Requested Amount	County Match
Fisherman's Wharf Bulkhead Rehabilitation and Dredging Basin Design - Phase 1	The work will include the re-design of the Fisherman's Wharf Bulkhead and the study/investigation/permitting for the Fisherman's Wharf Basin Dredging.	$225,000.00	$75,000.00
Fisherman's Wharf Roadway Development - Construction - Phase 2	Total re-construction of the Fisherman's Wharf roadway with upgraded utilities and improved stormwater management.	$700,000.00	$700,000.00
Harbour Pointe Seagrass Study and Conceptual Development Plan for Bulkhead/Docks/Berths (Planning Studay)	This is a seagrass study and conceptual plan for design of a bulkhead/docks/berths, and shore stabilization plan for the north side of the Harbour Pointe parcel, along Taylor Creek.	$125,000.00	$125,000.00

Transportation Funding

Municipalities have limited revenue options for funding transportation projects. A major portion of transportation funding flows to municipalities through the county, state and federal governments. Much of that funding is generated through a tax on gasoline, and recent data has shown the purchase of gasoline has decreased significantly, in effect decreasing the available revenue to municipalities for transportation infrastructure. Transportation projects are often the catalyst for economic development and the result of growth within a community. As municipalities lack options to increase revenue and continue to struggle to fund local transportation projects, increased and alternative funding sources at the state level are a necessity. The City of Fort Pierce SUPPORTS legislation that provides opportunities for increased and alternative revenue sources for municipal transportation infrastructure projects.

Impact Fees

Impact fees and transportation concurrency are mechanisms used by local governments to ensure that new developments pay for the infrastructure needs they generate.

An impact fee is based on the proportionate share of the cost of the public facilities needed to serve new development. Florida law requires that calculation of an impact fee be based on the most recent and localized data. In addition, a city imposing an impact fee must provide for an accounting and reporting of impact fee collections and expenditures.

Transportation concurrency is a state law that requires each local government in Florida to adopt a comprehensive plan and implement regulations that require adequate basic services and facilities be provided at the same time as, or concurrent with, any new development.

The City of Fort Pierce OPPOSES legislation which would preempt their authority to set impact fees or transportation concurrency.

Health & Human Services

Homelessness

SUPPORT State funding for establishing and maintaining local homelessness programs, housing for the homeless, and operating capital for the aid groups and statewide agencies that oversee them.

Foreclosures, unemployment rates, and lack of job opportunities have left communities nationwide devastated with an increase of homelessness. Statistics show that Florida ranked third highest nationally in the number of homeless individuals in 2012, with approximately 54,300 homeless individuals. Homelessness brings many complications to communities besides leaving thousands of people without a sustainable living environment. Having more affordable housing in the community can help individuals at risk of being homeless.

Affordable Housing

The State of Florida established the Sadowski Housing Trust Fund to create a source of funding for affordable housing. Funding comes from a dedicated tax on housing transactions. Recently, the trust fund has been swept by the State Legislature for other uses.

The City of Fort Pierce SUPPORTs allocating the full amount of dedicated documentary tax revenues for state and local affordable housing programs. As well as, SUPPORTs investing in affordable housing to create jobs in home repair, hardening homes, retrofitting and constructing affordable rental units, and lowering energy costs to make housing more affordable.

Mental Health/Substance Abuse Services and Funding

In the last two years over $30 million in mental health funding had been lost to Florida's communities. Increased community funding is required to meet the needs of persons residing in the Treasure Coast who are mentally ill and often also have severe substance use disorders.

Additionally, the human and economic costs of untreated mental illness in our state continue to rise. Those costs include the criminalization of people with untreated mental illness, family erosion, substance abuse, job loss, domestic violence, homelessness, medical problems, crime and suicide. Florida must do more to invest and fund community-based and integrated mental healthcare.

The City Fort Pierce SUPPORTs efforts to increase supportive housing, jail diversion, and employment and education initiatives for people with mental health or substance abuse issues. SUPPORTs diverting, medically assisting, or treating mentally ill outside of the criminal justice process through alternative programs, such as Crisis Intervention Teams. SUPPORTs continued efforts to work through Medicaid reform initiatives to ensure that persons with substance abuse and mental health treatment needs are appropriately served.

Furthermore, the City SUPPORTs appropriate funding for core mental health and substance abuse services. SUPPORTs increased funding of the Criminal Justice Mental

Health and Substance Abuse Reinvestment Grant Program with recurring dollars in a trust fund. SUPPORTs sustainable matching state funds to counties that have received both planning and implementation Reinvestment Grant funds.

Healthy Families

The City of Fort Pierce supports a continuation of funding for the Florida Healthy Families program.

Early Steps Program

Treasure Coast Early Steps Program, within Children's Medical Services, serves families with infants and toddlers, birth to 36 months of age, who have developmental delays or an established condition likely to result in a developmental delay. Each child receives an Individualized Family Support Plan (IFSP) that meets his or her needs. Families and caregivers also receive support to develop the skills and confidence they need to help their children learn and develop. The City SUPPORTs continued funding of the program.

Serg. Ardie R. Copas Veterans Nursing Home

The Florida Department of Veterans' Affairs operates six veterans' nursing homes in Daytona Beach, Land O' Lakes, Pembroke Pines, Panama City, Port Charlotte and St. Augustine and one veterans' assisted living facility in Lake City. St. Lucie County was awarded the site for the seventh state veterans' nursing home following a unanimous vote at the Sept. 23, 2014 Cabinet Meeting.

The City SUPPORTs all future funding for the construction and operation of the Sergeant Ardie R. Copas Veterans Nursing Home.

Education

State Library Funding

Local governments receive State support for libraries through three different programs: the State Aid program, the Regional Multi-type Library Cooperative Grant program, and the Public Library Construction Grant program. Continuation of these funding sources will ensure that the State will play an appropriate role in enhancing public library service by matching local library expenditures, enhancing consortia services to area libraries, and providing needed dollars for the construction of new public libraries.

Indian River State College

SUPPORT Indian River State College (IRSC) with increased operational funding for workforce-related initiatives and enhancing the institutions capacity to serve the community; additionally, support revisions to the Florida College System Performance funding methodology which would more equitably evaluate its collective institutions and promote even greater success in the nation's best state and community college system.

SUPPORT IRSC's ability to serve the region with upper-division, baccalaureate programs that meet the current and future workforce needs of our communities. Conversely, oppose legislative measures which may potentially incapacitate growth in existing programs, or severely limit the institution's ability to implement new programs if a workforce need is demonstrated.

SUPPORT any IRSC College Improvement Plan (CIP) building construction projects that come forward for funding on the state's Public Education Capital Outlay (PECO) prioritized list.

THE SUNRISE CITY

FORT PIERCE

Florida

2016 Legislative Priorities









FORT PIERCE CITY COMMISSION



Commissioner Rufus J. Alexander, III
District 1
ralexander@city-ftpierce.com



Commissioner Edward Becht
District 2
ebecht@city-ftpierce.com



Mayor Linda Hudson
lhudson@city-ftpierce.com



Commissioner Thomas K. Perona
District 2
tperona@city-ftpierce.com



Commissioner Reginald B. Sessions
District 1
rsessions@city-ftpierce.com

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City of Fort Pierce
2016 Legislative Priorities

1. Restoring the Common Good

Funding request to counter gang and violent crime thereby restoring the common good in the Lincoln Park area.

2. Veterans Memorial Park

Funding request for the final phase of improvement project to enhance the stormwater quality of the Indian River Lagoon and pay respectful tribute to the area's veterans.

3. Port of Fort Pierce

Continued economic development opportunities for the entire Treasure Coast region.

4. Annexation

a. Interlocal Service Boundary Agreement

b. Special Act by Legislation

5. Economic Development Incentives

Incentives provided by the appropriate federal, state and local agencies.

Restoring the Common Good

The purpose of this project is to increase the capacity of the Fort Pierce Police Department to effectively counter the gang and violent crime related issues within the City of Fort Pierce. This will take place through the utilization of advanced law enforcement technology and additional personnel. The budgeted items proposed in this project will enable officers to initiate a tactical and timely response to incidents of crime, while also increasing the likelihood of catching perpetrators and locating victims.



Items necessary to the project include:

- Additional Personnel (4 Officers)
- Police Academy Certification (4 Officers)
- Law Enforcement Surveillance Camera Systems (LESCS)
- License Plate Readers (LPR)
- Traffic Message Boards (3 Units)
- Forward Looking Infrared (FLIR) Systems

Due to the drastic reductions in revenue generated from ad valorem taxes, the City of Fort Pierce has lacked the capital funding to maintain some of the essential equipment used by the Police Department to detect/deter crime. The same reductions have affected the ability to purchase existing and new technology used to combat criminal activity.



Restoring the Common Good

The FPPD is seeking validated research-based best practices in the utilization of technology to increase efficiency and gain a strategic advantage in reducing and preventing crime in the targeted area, the Lincoln Park Community. The FPPD expects that implementation of these measures will see a 25% reduction in gun violence and gang related activity over the next calendar year. This will be a positive catalyst for change which will increase the quality of life for all who live and work in the City of Fort Pierce.







Veterans Memorial Park

The City of Fort Pierce is currently undergoing improvements to Veterans Memorial Park. Funding in the amount of $461,700 is being requested from the State of Florida fund the third and final phase of the $1,648,040 project. The improvements will transform Veterans Memorial Park into a multi-use park and significantly improve and impact the quality of life for the 26,490 St. Lucie County veterans. Green open space is being developed for the Veterans and family members as a respectful tribute offering a dedicated area to reflect on the time they served in the United States Armed Forces for our nation.



In addition to honoring Veterans, this project will assist in sustaining the Indian River Lagoon as one of our precious natural resources. The improvements will enable the City to enhance stormwater quality by treating approximately 1000 pounds of pollutants flowing from the 80-acre Moores' Creek watershed prior to its discharge into the Indian River Lagoon.

Veterans Memorial Park

The funding request will complete the final phase of the City's two-year effort to gain three grant awards totaling $740,142. This constitutes approximately 40% of the total cost of $1,648,040. Pollutants are removed from untreated Stormwater and the dated park will be transformed into a state-of-the-art open space along the City's downtown area beside the waterfront.

Planned improvements include:

- Entry Monument Arch
- Pedestrian Bridge with lighted ponds and water features
- Lake Plaza consisting of pavers with columns, seat walls and stone steps.
- Dedicated Monument
- Memorial Walk of pavers edged with dedication pavers
- Memorial Plaza with raised pedestals to display granite Memorial Walls
- Flagpoles with Unites States and POW/MIA flags
- Six (6) flagpoles with flags for each branch of the United States Armed Services.
- Landscaping including: palm trees, raised planters, and lake-side plantings.



The Port of Fort Pierce

The City of Fort Pierce and St. Lucie County have agreed to enter into an Interlocal Agreement to collaborate efforts in the development of Fisherman's Wharf located in the Port of Fort Pierce. This also includes partnerships with the Florida Department of Transportation and the Florida Department of Economic Opportunity.

The development of the port will include support for St. Lucie County's application for a Florida Seaport Transportation and Economic Development (FSTED) grant in the amount of $255,000 for acquisition of the Fisherman's Wharf property which lays within the Port of Fort Pierce. The county is proposing acquisition of these multiple underutilized parcels currently owned by River Marina Incorporated and the easternmost 250 feet of Fisherman's Wharf Road.



Port of Fort Pierce

The City of Fort Pierce is also supporting St. Lucie County in a second component of the port's economic development, a grant in the amount of $125,000 from FSTED for bulkhead design at Fisherman's Wharf. The county is proposing to re-establish the bulkhead's structural integrity. In its present state of deterioration, the bulkheads are in poor condition and require reconstruction as part of the design. The berth is also in need of dredging to maintain a 20 foot minimum depth.

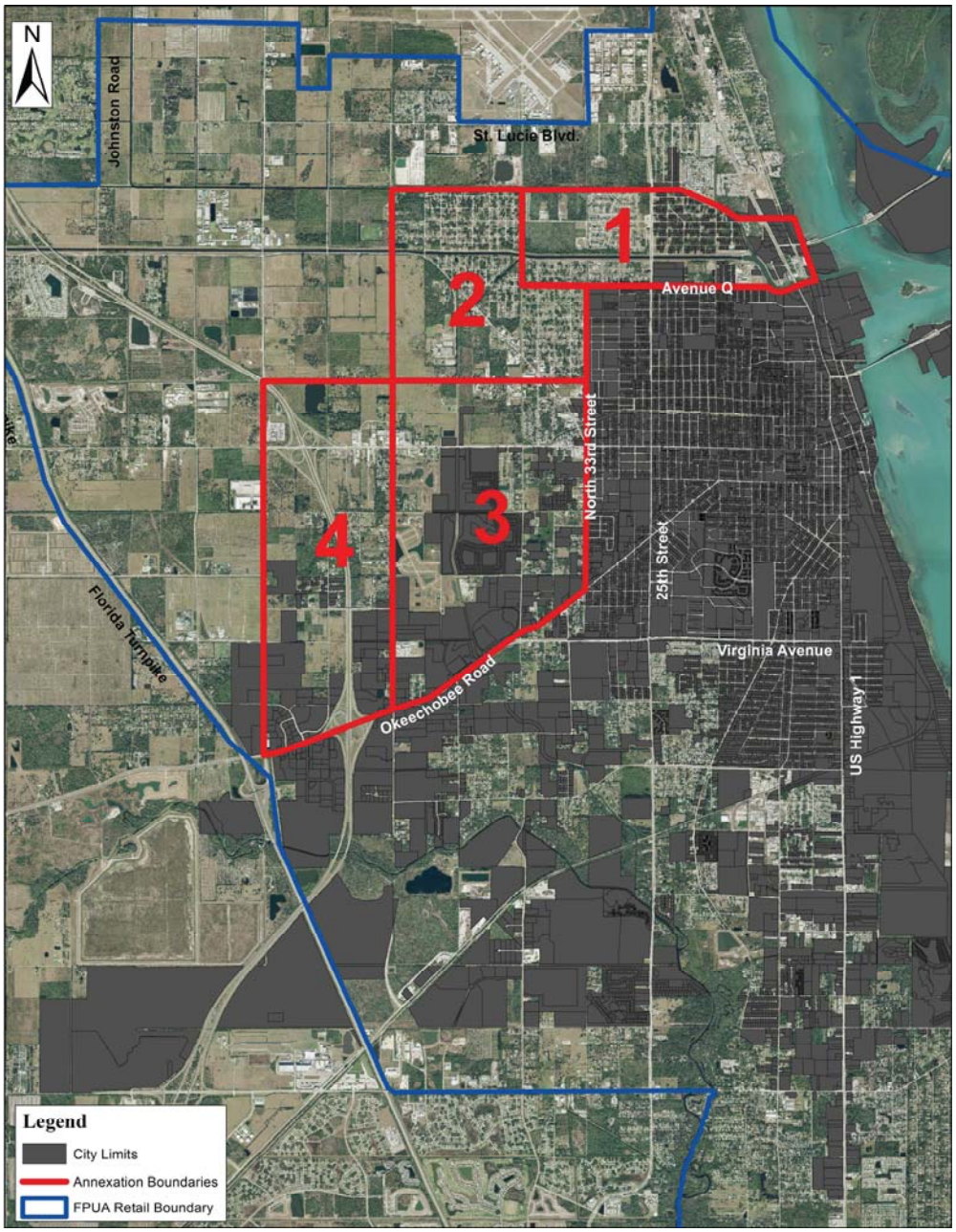






Annexation

Through the extension of water and sewer, the City of Fort Pierce has one of its primary opportunities to grow its boundaries. When the Fort Pierce Utilities Authorities provides water and/or sewer, the City has one of its primary opportunities to grow its boundaries. When FPUA provides water and/or sewer outside the City limits, an annexation agreement is signed by the customer indicating that when that property is contiguous to the City boundaries, they consent to voluntary annexation.



Annexation

The Florida Statutes outline several courses of action for annexation. The two most utilized methods are outlined in Chapter 171, Part 1 as voluntary and involuntary.

Voluntary Annexation—Section 171.044 allows a city to annex property if consent of the owners of the property is granted. The property must be contiguous and reasonably compact to the municipality. These annexations are done through ordinance and thepublic hearing process.

Involuntary Annexation—Section 171.0413 states that the municipality may pass an ordinance to annex property (similar to voluntary annexation), however, the ordinance does not become effective until a majority vote is received in a referendum held within 30 days.



Several other options exist including Enclave Annexation, Interlocal Service Boundary Agreements and Annexation by Legislation.

Enclave Annexation—outlined in 171.046 F.S. recognizes that enclaves can create significant problems in planning, growth management, and service delivery. It also declares that it is the policy of the State to eliminate enclaves. In order to expedite the annexation of enclaves of 10 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may annex an enclave by Interlocal agreement with the county having jurisdiction of the enclave;

Interlocal Service boundary Agreement (ISBA) - 171 Part 2 was added to the State's annexation laws by amendment in 2006. This new Part II retained existing annexation law, and added an alternative approach to annexation that is intended to encourage local government coordination in planning, service delivery and boundary adjustments due to annexation. ISBA have been utilized as a successful tool to avoid conflicts between counties and cities;

Annexation by Legislation—Subsection 171.044(4) F.S. states the procedures for voluntary annexation shall be "supplemental to any other procedure provide by general or special law." There are a number of special annexation laws that exist in Florida, including the Gainesville Special Act and the Broward Delegation.

Economic Development Incentives

The City of Fort Pierce is dedicated to creating opportunities for economic development through desirable business growth, expansion, and retention. By partnering with business owners, developers, and members of the community, a climate conducive to improving the quality of life in Fort Pierce is fostered.

A creative team of individuals to has been assembled to assist with economic development in the City of Fort Pierce. This Economic Development (ED) Team consists of members from each city department including: the City Manager, City Clerk, Building Administrator, Senior Planner, Public Works Manager and Marketing Specialist. In addition to city staff, the ED Team includes representation from the Fort Pierce Utilities Authority. The team acts as a liaison to guide developers and business owners. They assist interested parties in navigating the City's procedures to ensure the process is as streamlined and seamless as possible.



The City of Fort Pierce, by partnering with St. Lucie County's Economic Development Council, has the ability to span a broad spectrum of public and private sectors, as well as organizations representing education, workforce training and other business and industry interests. The ultimate goal of this collaboration is the creation of higher-paying jobs for residents, working to promote retention and expansion of existing businesses, and attracting new ones to our community.

Economic Development



Multiple approaches are being utilized to incorporate economic development strategies within the City of Fort Pierce. They include:

- Attracting new businesses by rebranding the City and revitalizing our image.
- Creating partnerships with St. Lucie County and the Economic Development Council.
- Enhancing communication with other municipalities and organizations to build awareness of our value.
- Developing incentive programs (ex: QTI Economic Development Incentive Package).
- Reaching out to businesses – inviting them to our community to experience what we have to offer firsthand.











Appendix

1. **St. Lucie County Legislative Delegation Participation Request Form—*Restoring the Common Good***

2. **St. Lucie County Legislative Delegation Participation Request Form—*Veterans Memorial Park***

3. **St. Lucie County Legislative Delegation Participation Request Form—*Port of Fort Pierce***

4. **St. Lucie County Legislative Delegation Participation Request Form—*Annexation***

5. **St. Lucie County Legislative Delegation Participation Request Form—*Economic Development Incentives***

ST. LUCIE COUNTY LEGISLATIVE DELEGATION
PARTICIPATION REQUEST FORM 2016 LEGISLATIVE SESSION
Hearing: Friday, September 25, 2015

**** MUST BE TYPED OR PRINTED****

Named of Organization:	City of Fort Pierce				
Contact Person:	Nicholas C. Mimms, City Manager				
Address:	100 North US Hwy 1				
City:	Fort Pierce	State:	FL	Zip:	34950
Phone:	772-467-3793	Mobile:	772-370-3992		
Email:	nmimms@city-ftpierce.com				
Name of person speaking:	Nicholas C. Mimms				
Is this a funding request? Yes ☑ No ☐					
Is this a legislative proposal? Yes ☐ No ☑					
Plan/Objective:	Request for funding Restoring The Common Good project to counter gang and violent crime related issues through utilization of advanced law enforcement technology and additional personnel.				
Delegation action:	Approve new recurring funding in the amount of $225,000 and nonrecurring funding of $627,500 for a total of $852,500 to purchase new and existing technology and hire additional personnel.				
Have you met with a State Legislator regarding this issue? Yes ☑ No ☐					
If yes – Who have you met with:	Representative Larry Lee, Jr.				
Will you be distributing materials at the hearing? Yes ☐ No ☑					

Please return this form with 8 copies of all handouts and other information by NOON on Friday, September 18, 2015 to:
Representative Larry Lee, Jr.
ATTN: Mary Alice Bennett
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 595-1391
Maryalice.Bennett@myfloridahouse.gov

ST. LUCIE COUNTY LEGISLATIVE DELEGATION
PARTICIPATION REQUEST FORM 2016 LEGISLATIVE SESSION
Hearing: Friday, September 25, 2015

** MUST BE TYPED OR PRINTED**

Named of Organization:	City of Fort Pierce				
Contact Person:	Nicholas C. Mimms, City Manager				
Address:	100 North US Hwy 1				
City:	Fort Pierce	State:	FL	Zip:	34950
Phone:	772-467-3793	Mobile:	772-370-3992		
Email:	nmimms@city-ftpierce.com				
Name of person speaking:	Nicholas C. Mimms				
Is this a funding request? Yes ☑ No ☐					
Is this a legislative proposal? Yes ☑ No ☐					
Plan/Objective:	Request funding for the third and final phase of improvements to Veterans Memorial Park to restore current 50-year-old monuments and construct several new hardscape features improving and impacting the quality of life for the 26,490 veterans throughout St. Lucie County.				
Delegation action:	Approve nonrecurring funding in the amount of $461,700 for Veterans Memorial Park improvements to complete the final phase of removing pollutants from untreated stormwater and transforming the dated park.				
Have you met with a State Legislator regarding this issue? Yes ☑ No ☐					
If yes – Who have you met with:	Representative Larry Lee, Jr.				
Will you be distributing materials at the hearing? Yes ☐ No ☑					

Please return this form with 8 copies of all handouts and other information by NOON on Friday, September 18, 2015 to:
Representative Larry Lee, Jr.
ATTN: Mary Alice Bennett
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 595-1391
Maryalice.Bennett@myfloridahouse.gov

ST. LUCIE COUNTY LEGISLATIVE DELEGATION
PARTICIPATION REQUEST FORM 2016 LEGISLATIVE SESSION
Hearing: Friday, September 25, 2015

** MUST BE TYPED OR PRINTED**

Named of Organization:	City of Fort Pierce				
Contact Person:	Nicholas C. Mimms, City Manager				
Address:	100 North US Hwy 1				
City:	Fort Pierce	State:	FL	Zip:	34950
Phone:	772-467-3793	Mobile:	772-370-3992		
Email:	nmimms@city-ftpierce.com				
Name of person speaking:	Nicholas C. Mimms				
Is this a funding request? Yes ☐ No ☑					
Is this a legislative proposal? Yes ☐ No ☑					
Plan/Objective: Update on the development of the Port of Fort Pierce					
Delegation action: Support for St. Lucie County's application for a $255,000 FSTED grant for acquisition of properties at Fisherman's Wharf and a $125,000 FSTED grant for bulkhead design at Fisherman's Wharf.					
Have you met with a State Legislator regarding this issue? Yes ☑ No ☐					
If yes – Who have you met with: Sen. Negron, Rep. Lee, Rep. Mayfield, Rep. Harrell					
Will you be distributing materials at the hearing? Yes ☐ No ☑					

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PARTICIPATION REQUEST FORM 2016 LEGISLATIVE SESSION
Hearing: Friday, September 25, 2015

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City:	Fort Pierce	State:	FL	Zip:	34950
Phone:	772-467-3793	Mobile:	772-370-3992		
Email:	nmimms@city-ftpierce.com				
Name of person speaking:	Nicholas C. Mimms				
Is this a funding request? Yes ☐ No ☑					
Is this a legislative proposal? Yes ☐ No ☑					
Plan/Objective: Update on annexation - (A) Interlocal Service Boundary Agreement (B) Special act by legislation					
Delegation action: No delegation action requested at this time.					
Have you met with a State Legislator regarding this issue? Yes ☐ No ☑					
If yes – Who have you met with:					
Will you be distributing materials at the hearing? Yes ☐ No ☑					

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ST. LUCIE COUNTY LEGISLATIVE DELEGATION
PARTICIPATION REQUEST FORM 2016 LEGISLATIVE SESSION
Hearing: Friday, September 25, 2015

**** MUST BE TYPED OR PRINTED****

Named of Organization:	City of Fort Pierce				
Contact Person:	Nicholas C. Mimms, City Manager				
Address:	100 North US Hwy 1				
City:	Fort Pierce	State:	FL	Zip:	34950
Phone:	772-467-3793	Mobile:	772-370-3992		
Email:	nmimms@city-ftpierce.com				
Name of person speaking:	Linda Cox, City Clerk				
Is this a funding request? Yes ☐ No ☑					
Is this a legislative proposal? Yes ☐ No ☑					
Plan/Objective: Update on economic development incentives provided by the appropriate federal, state and local agencies.					
Delegation action: No delegation action requested at this time.					
Have you met with a State Legislator regarding this issue? Yes ☐ No ☑					
If yes – Who have you met with:					
Will you be distributing materials at the hearing? Yes ☐ No ☑					

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Fort Pierce, FL 34950
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City Commission Conference Agenda **Agenda Item # 4. C.**

Meeting Date: 09/12/2016

Re: Alarm Ordinance Management and Mutual Cooperation Agreements

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Discussion of alarm ordinance management and mutual cooperation agreements - Chief of Police

Attachments

Memo from City Attorney

Form Review

Form Started By: Jennifer Robinson Started On: 09/08/2016 09:11 AM

Final Approval Date: 09/08/2016

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

RECEIVED
TIME_____
SEP 0 6 2016
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

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

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 Hobley-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 ADMINISTRTATOR 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 ESABLISH 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 proprictary 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 Section~~s 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

DRAFT

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

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 Jill Williams
PSC

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 CONTACTOR 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

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
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 event
Voice Authorizations	$0.50	Per event WAIVED
Debit Adjustments	$5.00	Per event

CHASE Paymentech™

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

☐ INDIVIDUAL / SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ GOVERNMENT

☐ LLC* * IF LLC, TAXED AS: ☐ DISREGARDED ENTITY ☐ CORPORATION ☐ PARTNERSHIP

TYPE OF OWNERSHIP:

☐ PUBLIC ☐ PRIVATE ☐ NON PROFIT ☐ SUBSIDIARY OF PUBLIC COMPANY ☐ OTHER: ____

STATE OF FORMATION		DATE OF FORMATION (MM/DD/YYYY)	
TRADING SYMBOL		FISCAL YEAR END (MM/DD/YYYY)	
HAS MERCHANT EVER FILED BANKRUPTCY? ☐ YES ☐ NO	IF YES, WHAT CHAPTER?	FILING DATE:	EMERGENCE DATE:

▶ 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?

☐ YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) ☐ 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?

☐ YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) ☐ 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.

CHASE ™
Paymentech

SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC ("*Paymentech*" 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 Paymentech. The Application provides Paymentech 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 Paymentech 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

WF Code	AFP Code	Service Description	Price	Monthly Volume	Activity Charges
		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	0501IE	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").

W I T N E S S E T H:

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
prr@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 CONTACTOR 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 CONTRACOTR 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:

_____
KAREN RUSSELL
CLERK/TREASURER

ST. LUCIE COUNTY FIRE DISTRICT

BY:_____
RUFUS ALESANDER
CHAIRMAN

DATE:_____

APPROVED AS TO FORM AND
CORRECTNESS:

BY:_____
FIRE DISTRICT ATTORNEY

ATTEST:

BY:_____
CLERK

CITY OF FORT PIERCE

BY:_____
MAYOR

DATE:_____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
CITY ATTORNEY

ATTEST:

CITY OF PORT ST. LUCIE

BY: _____
CLERK

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
CITY ATTORNEY

ATTEST:

PUBLIC SAFETY CORPORATION

_____
SECRETARY

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

City Commission Conference Agenda **Agenda Item # 4. D.**

Meeting Date: 09/12/2016

Re: Taxi Ordinance

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Discussion of revised vehicles for hire ordinance - City Clerk

Attachments

16-021

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/09/2016 08:30 AM
Form Started By: Linda Cox		Started On: 07/19/2016 11:18 AM
Final Approval Date: 09/09/2016		

ORDINANCE NO. 16-XXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING **CHAPTER 9, LICENSES AND BUSINESS REGULATIONS, ARTICLE II BUSINESS TAX, SEC. 9-30 FEES, (219) TAXICABS and AUTOMOBILE FOR HIRE**; AMENDING **ARTICLE VIII – VEHICLES FOR HIRE**, DIVISION 1 – GENERALLY, SEC. 9-221 DEFINITIONS; DELETING AND RESERVING SEC. 9-222 TO 9-245; AMENDING DIVISION 2 – CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY; AMENDING SEC. 9-256 - REQUIRED; AMENDING SEC. 9-257 – APPLICATION; AMENDING 9-258 – PUBLIC HEARING; DELETING SEC. 9-259 – ISSUANCE; CONTENTS; AMENDING SEC. 9-260 TERRITORY SERVED BY EXISTING CERTIFICATE HOLDER; AMENDING SEC. 9-261 – DISPLAY; AMENDING 9-262 - LIABILITY INSURANCE; AMENDING SEC. 9-263 – TRANSFER; AMENDING 9-264 – SUSPENSION; REVOCATION; ADDING SEC. 9-265 – TRANSFER/ASSIGNABILITY; ADDING SEC. 9-266 – APPEALS; RESERVING SEC. 9-275-9-282; DELETING DIVISION 3 – DRIVER'S PERMIT, SEC. 9-276 – 9-28; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a need to clarify language concerning the conditions under which vehicles for hire may be operated in the City; to standardize the requirements for the issuance of certification and provide classifications of vehicles for hire which may operate in the City; and to provide for enhanced safety measures for operators of vehicles for hire.

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

SECTION 1. Chapter 9, Article II, BUSINESS TAX, Sec. 9-30 Fees (219) TAXICABS and AUTOMOBILES FOR HIRE, of the Code of Ordinances of the City of Fort Pierce, Florida shall hereinafter read as follows:

(219) TAXICABS and ~~AUTOMOBILES~~ VEHICLES FOR HIRE:

a. ~~Cars carrying not exceeding ten (10) passengers~~ Vehicle designed to carry 15 or fewer passengers 63.67

b. ~~Cars carrying over ten (10) passengers~~ Vehicle designed to carry 16 or more passengers including the driver.....76.41

(For regulations relating to operators and drivers, see article VIII of this chapter)

SECTION 2. Chapter 9, Article VIII, "Vehicles for Hire", of the Code of Ordinances of the City of Fort Pierce, Florida shall hereinafter read as follows:

ARTICLE VIII. - VEHICLES FOR HIRE

DIVISION 1. - GENERALLY

Sec. 9-221. - Definitions.

The following words and phrases when used in this article shall have the meanings set out herein:

Applicant means an individual, partnership, association, or corporation who applies for a permit, pursuant to the terms of this article. In the case of partnerships, associations, and corporations, the term "applicant" also means each individual with a partnership interest, each associate and the corporate officers and director.

~~Callbox stand: A place alongside a street or elsewhere where the city manager has authorized a holder of a certificate of public convenience and necessity to install a telephone or callbox for the taking of calls and the dispatching of taxicabs.~~

Certificate ~~A certificate of public convenience and necessity issued by the city commission authorizing the holder thereof to conduct a taxicab business in the city.~~ means the written authority granted by the City Commission or City Clerk, to the holder thereof, to engage in providing public transportation services in the city.

Chauffeur means a duly licensed driver registered with the city to operate a motor vehicle.

Compensation means a return in money, property, or anything of value.

Motor carrier means an individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle, as defined herein, and which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.

Motor vehicle or vehicle means every vehicle or machine of 15-passenger capacity or less, excluding the driver, propelled by other than muscular motive power, used upon the public streets for public passenger transportation, including, but not limited to:

(1) *Taxicabs.* The term "taxicab" means a motor vehicle designated to accommodate not more than five passengers, exclusive of the driver, operated for compensation and the route or destination is controlled by the passenger therein.
(2) *Limousines*. The term "limousine" means any motor vehicle that is engaged for the exclusive use of the passenger, which provides seating accommodations for not less than six and not more than eight passengers, exclusive of the driver, and where the route or destination is controlled by the passenger.
(3) *Van.* The term "van" means any motor vehicle which provides seating accommodations for not less than nine and not more than 15 passengers, exclusive of the driver, operated for compensation, and the route or destination is controlled by the passenger therein.

Operator means the holder of a permit or certificate of transportation issued pursuant to this article.

Street means any public street, avenue, road, boulevard, alley, lane, highway, sidewalk, public park, viaduct, or other public place located within the city limits.

Sec. 9-222 to 9-255. Reserved.

~~Cruising: The driving of a taxicab on the streets, alleys or public places of the city in search of or soliciting prospective passengers for hire.~~

~~Driver's permit: The permission granted by the chief of police to a person to drive a taxicab upon the streets of the city.~~

~~Holder: A person to whom a certificate of public convenience and necessity has been issued.~~

~~Manifest: A daily record prepared by a taxicab driver of all trips made by such driver showing time and place of origin, destination, number of passengers and the amount of fare of each trip.~~

~~Open stand: A public place alongside the curb of a street or elsewhere, in the city which has been designated by the city manager as reserved exclusively for the use of taxicabs.~~

~~Person: An individual, a corporation or other legal entity, a partnership and any unincorporated association.~~

~~Rate card: A card issued by the owner for display in each taxicab which contains the rates of fare then in force.~~

~~Taxicab or taxi: A motor vehicle regularly engaged in the business of carrying passengers for hire, having a seating capacity of less than seven (7) persons and not operated on a fixed route.~~

~~Taximeter: A meter instrument or device attached to a taxicab which measures mechanically the distance driven and the waiting time upon which the fare is based.~~

~~Waiting time: The time when a taxicab is not in motion from the time of acceptance of a passenger or passengers to the time of discharge, but does not include any time that the taxicab is not in motion if due to any cause other than the request, act or fault of a passenger or passengers.~~

~~Sec. 9-222. - Bus franchises.~~

~~The provisions of this article shall not be applicable to the holders of any franchise from the city for the operation of buses in the city.~~

~~Sec. 9-223. - Enforcement.~~

~~The police department shall observe the conduct of holders and drivers and shall enforce this article according to law and report any violation of rules and regulations to the city commission that would revoke the certificate of public convenience of the holder.~~

~~Sec. 9-224. - Application for license; to set forth rates.~~

~~Each application for a license under this article shall set forth the rate of fare to be charged, which shall not thereafter be increased or decreased without approval of the city commission.~~

~~Sec. 9-225. - Conduct of operators.~~

~~No taxicab driver shall use indecent or profane language, or be guilty of loud or boisterous talking, shouting or disorderly conduct, or vex or annoy any passenger or any other person. No driver shall use intoxicants either immediately before or while on duty. No driver shall use narcotics at any time.~~

~~Sec. 9-226. - Designation of taxicabs and drivers; duties of owner.~~

- ~~(a) Every taxicab, motor bus or other motor vehicle operated under the provisions of this article shall have a sign attached to or printed on said vehicle, with either the words "Public" or "Taxicab," "Motor Bus" or "For Hire," thereon.~~
- ~~(b) The owner shall notify the police department of the names and addresses of all taxicab drivers in its employ. It shall be the owner's responsibility to inform prospective drivers that they must obtain a taxicab driver's permit from the city. The owner must not permit drivers without a taxicab driver's permit to operate taxicabs or other vehicles for hire in the city. Violation of this provision shall cause automatic revocation of the owner's franchise. All changes of residence of the owner or any driver shall be reported to the police department within three (3) days. Changes of location of the business shall be reported to the city manager immediately. The owner shall notify the police department of any taxicab or other vehicle for hire which is being permanently taken out of service.~~

~~Sec. 9-227. - Vehicles; equipment and maintenance.~~

- ~~(a) License. Prior to the use and operation of any vehicle under the provisions of this article, it shall be thoroughly examined and inspected by the police department and found to comply with such reasonable rules and regulations as may be prescribed and promulgated by the chief of police to provide safe transportation. They shall specify such safety equipment and regulatory devices as the chief of police shall deem necessary therefor. When the police department finds that a vehicle has met the standards established by the chief of police, the department shall issue a permit to that effect, which shall also state the authorized seating capacity of said vehicle.~~
- ~~(b) Inspection sticker. It shall be unlawful for any vehicle required under this article to be inspected, to be operated upon any streets of the city without first securing and having attached thereto an official inspection sticker issued by the police department.~~
- ~~(c) Equipment. All licensed taxicabs or other public vehicles, other than motor buses regulated under state law, shall be in sound operating condition. The brakes, tires, steering mechanism, windshield wipers, directional signals and all other equipment shall~~

be kept in such condition as to insure safe operation. Every taxi shall be equipped with front and rear bumpers. Taxis shall not be equipped with shades or curtains which can be manipulated in such a manner as to shield the occupants or the driver from observation. Radios and all other equipment which, in the opinion of the chief of police, are not reasonably useful in the furnishing of safe, adequate and convenient taxi service, are hereby prohibited. Each taxi shall be clean and sanitary throughout, and the owner shall see to it that the interior of the taxi is thoroughly cleaned at the end of each day's operation, or at intervals of no greater than twenty-four (24) hours.

(d) Inspection. Every taxi shall be inspected to determine its mechanical condition at least two (2) times a year, during the periods between April 1 and June 1, and between October 1 and December 1. This inspection shall take place at the city's garage or at a service garage designated by the chief of police. The owner shall pay to the city a fee of five dollars ($5.00) per taxi for each inspection. A report of such inspection shall be submitted to the city manager and the chief of police within ten (10) days after the inspection has been made. The police department may make, or cause to be made, special inspections of any licensed taxi whenever it feels the public safety would be served thereby. The police department shall have the right to inspect or check taxis at any time in enforcing the provisions of this article. Whenever the chief of police or his duly designated agent believes that a licensed taxi is unsafe or unclean or in any manner is in violation of this article, he shall stop its operation in the city until the condition has been rectified.

Sec. 9-228. - Taximeter.

All taxicabs operated under the authority of this article shall be equipped with taximeters fastened in front of the passengers, visible to them at all times, day and night; and, after sundown, the face of the taximeter shall be illuminated. Said taximeter shall be operated mechanically by a mechanism of standard design and construction, driven either from the transmission or from one of the front wheels by a flexible and permanently attached driving mechanism. It shall be sealed at all points and connections which, if manipulated, would affect its correct reading and recording. Each taximeter shall have thereon a flag to denote when the vehicle is employed and when it is not employed; and it shall be the duty of driver to throw the flag of such taximeter into a nonrecording position at the termination of each trip. Taximeters shall be subject to inspection from time to time by the police department. Any inspector or other office of said department is hereby authorized either on complaint of any person or without such complaint, to inspect any meter and, upon discovery of any inaccuracy therein, to notify the person operating said taxicab to cease operation. Thereupon said taxicab shall be kept off the highways until the taximeter is repaired and in the required working condition.

Sec. 9-229. - Taxicab rates—Generally.

(a) Every person owning, operating or controlling any motor vehicle operated as a taxicab within the limits of the city shall file with the city manager a schedule of the rates or fares to be charged for transportation of passengers in such taxicabs, which rates or fares shall be approved by the city commission, and all charges shall be strictly in accordance with such schedule. Such person may file an amended schedule of fares at any time, and such amended schedule shall show the date on which it is to become effective and shall be approved by the city commission.
(b) Each taxicab shall have posted in a conspicuous place therein a schedule of rates for the transportation of persons within the corporate limits of the city, and no charges shall be made except as provided by the rates so posted.

Sec. 9-230. - Same—Maximum amounts specified.
No owner or driver of a taxicab shall charge a greater sum for the use of a taxicab than the following rates:

(1) Hour rates: Six dollars ($6.00) per hour for one or more passengers.
(2) Mileage rates: Two dollars ($2.00) on the flag drop, and one dollar and fifty cents ($1.50) per mile, or fifteen (15) cents for each one-tenth (1/10) mile.
(3) Waiting time: Thirty five (35) cents for each minute of waiting time or fraction thereof.
(4) Packages carried by passengers: No charge.
(5) Suitcase or large bag: After the first two (2) suitcases or large bags, fifty (50) cents for each suitcase or bag thereafter.
(6) Foot lockers: Fifty (50) cents each.
(7) Trunks: One dollar ($1.00) each.
(8) Groceries handled by the driver: After the first two (2) bags or packages, fifty (50) cents each per bag or package regardless of number of bags or packages.

~~Every taxicab operated under this section shall have a rate card setting forth the authorized rates of fare displayed in such a place as to be in view of all passengers.~~

~~Sec. 9-231. - Same - Special rates.~~
~~The owners of taxicabs operated under the authority of this article may negotiate and contract for the transportation of children to and from schools or recreational centers and to transport adult laborers, maids and workers to and from any commercial plant, business or residence, at less than the price fixed for other passengers. Taxicabs while transporting or hauling persons under contract are exempt from the provisions of sections 9-228 and 9-230.~~

~~Sec. 9-232. - Identification permit card.~~
~~(a) All persons over the age of fourteen (14) years under contract for transportation by any taxicab operated under the authority of this article and amendments thereto, shall be issued a transportation identification permit card by the chief of police and the said passengers shall retain the said transportation identification permit card and exhibit it upon the request of any police officer.~~
~~(b) Application for a transportation identification permit card shall be made in writing to the chief of police upon a form to be provided by him and shall furnish the following information:~~
~~(1) Name and address of the applicant.~~
~~(2) Place of employment.~~
~~(3) Name of the taxicab owner or company.~~
~~(4) Length of time permit is requested.~~

~~The application shall be signed by the applicant and countersigned by the taxicab owner or company. Upon receipt of the application, if the chief of police is satisfied that the application is made in good faith, he shall issue the transportation identification permit card to the applicant. Duplicate or renewal cards may be issued by the chief of police upon written request of the applicant.~~

~~Sec. 9-233. - Taxicab service required.~~

~~All persons engaged in the taxicab business in the city operating under the provisions of this article shall render an overall service to the public desiring to use taxicabs. Holders of certificates of public convenience and necessity shall maintain a central place of business and keep the same open twenty-four (24) hours a day for the purpose of receiving calls and dispatching cabs. They shall answer all calls received by them for services inside the corporate limits of the city as soon as they can do so and if such services cannot be rendered within a reasonable time they shall then notify the prospective passengers how long it will be before such call can be answered and give the reason therefor. Any holder who shall refuse to accept a call anywhere in the corporate limits of the city at any time when such holder has available taxicabs, or who shall fail or refuse to give overall service, shall be deemed a violator of this article and the certificate granted to such holder shall be revoked at the discretion of the city commission.~~

~~Sec. 9-234. - Daily manifests.~~

~~(a) Every owner shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip, number of passengers and amount of fare. The forms for each manifest kept by the owner shall be of a character approved by the city manager.~~
~~(b) Every holder of a certificate of public convenience and necessity shall retain and preserve all drivers' manifests in a safe place for at least the calendar year next preceding the current calendar year, and such manifests shall be available to the city manager and the chief of police.~~

~~Sec. 9-235. - Service contract reports; filed with city.~~

~~All holders must file with the city manager copies of all contracts, agreements, arrangements, memoranda or other writings relating to the furnishing of taxicab service to any hotel, theater, hall, public resort, railway station or other place of public gathering, whether such arrangement is made with the holder or any corporation, firm or association with which the holder may be interested or connected. Failure to file such copies within seven (7) days shall be sufficient cause for the revocation of a certificate of any offending holder or the cancellation of any taxicab stand privileges.~~

~~Sec. 9-236. - Advertising.~~

~~Subject to the rules and regulations of the city commission, it shall be lawful for any person owning or operating a taxicab or motor vehicle for hire to permit advertising matter to be affixed to or installed in or on such taxicabs or motor vehicles for hire.~~

~~Sec. 9-237. - Drivers' hours.~~

~~It shall be unlawful for any person to drive or operate a taxicab for more than twelve (12) hours within any twenty-four-hour period. A taxicab driver's log shall be kept in the taxicab at all times during its operation.~~

~~Sec. 9-238. - Use of taxicab for prostitution generally.~~

~~It shall be unlawful for the driver of a taxicab operated in the city to permit any person to accompany or use such taxicab for the purpose of prostitution, lewdness or assignation, or to direct, take or transport, or to offer or agree to direct, take or transport any other person with knowledge or reasonable cause to believe that the purpose of such directing, taking or transporting is for the purpose of prostitution, lewdness or assignation.~~

~~Sec. 9-239. - Nonpaying passengers.~~

~~It shall be unlawful for any driver, operator or chauffeur of any taxicab to carry in such taxicab any person except fare-paying passengers or employees of the person by whom the taxicab is owned or operated.~~

~~Sec. 9-240. - Receipts.~~

~~The driver of any taxicab shall upon demand by the passenger render to such passenger a receipt for the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on which shall be the name of the owner, license number or motor number, amount of meter reading or charges and date of transaction.~~

~~Sec. 9-241. - Refusal of passenger to pay legal fare.~~

~~It shall be unlawful for any person to refuse to pay the legal fare of any of the vehicles mentioned in this article after having hired the same, and it shall be unlawful for any person to hire any vehicle herein defined with intent to defraud the person from whom it is hired of the value of such services. Every driver of any such public automobile, taxicab or motor vehicle shall have the right to demand payment of the legal fare in advance and may refuse employment unless so prepaid.~~

~~Sec. 9-242. - Solicitation, receiving and discharging of passengers.~~

~~(a) Solicitation of passengers by driver. No driver shall solicit passengers for a taxicab except when sitting in the driver's compartment of such taxicab or while standing immediately adjacent to the curb side thereof. The driver of any taxicab shall remain in the driver's compartment or immediately adjacent to his vehicle at all times when such vehicle is upon the public street, except that, when necessary a driver may be absent from his taxicab for not more than thirty (30) consecutive minutes, and provided further that nothing contained in this section shall be held to prohibit any driver from alighting to the street or sidewalk for the purpose of assisting passengers into or out of such vehicle.~~

~~(b) Prohibited solicitation. No driver shall solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoy any person or obstruct the movement of any persons, or follow any person for the purpose of soliciting patronage.~~

~~(c) Receipt and discharge of passengers. Drivers of taxicabs shall not receive or discharge passengers in the roadway but shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers, except upon one-way streets, where passengers may be discharged at either the right or left-hand sidewalk, or side of the roadway in the absence of a sidewalk.~~

~~(d) Cruising. No driver shall cruise in search of passengers except in such areas and at such time as shall be designated by the city manager, and only when the city manager finds that taxicab cruising would not congest traffic or be dangerous to pedestrians and other vehicles.~~

(e) Solicitation of other common carrier passengers. No driver, owner or operator shall solicit passengers at the terminal of any other common carrier, nor at any intermediate points designated as an established bus stop along any established route.

(f) Additional passengers. No driver shall permit any other person to occupy or ride in such taxicab, unless the person or persons first employing the taxicab shall consent to the acceptance of additional passengers. No charge shall be made for an additional passenger except in accordance with the schedule of the rates and fares as posted.

(g) Restriction of number of passengers. No driver shall permit more persons to be carried in a taxicab as passengers than the rated seating capacity of his taxicab as stated in the permit for such vehicle issued by the police department. A child in arms shall not be counted as a passenger.

(h) Soliciting business for hotels, etc. It shall be a violation of this article for any driver of a taxicab to solicit business for any hotel, or to attempt to divert patronage from one hotel to another. Neither shall such driver engage in selling intoxicating liquors or solicit business for any house of ill repute or use his vehicle for any purpose other than the transporting of passengers.

(i) Refusal to carry passengers. It shall be unlawful for any driver of any taxicab to refuse or neglect to carry in such taxicab any orderly person or persons upon request, unless previously engaged or unable or forbidden by this article to do so.

Sec. 9-243. - Open stands; establishments; use.

(a) The city manager or chief of police:

(1) May establish open stands in such places upon the streets of the city as deemed necessary for the use of taxicabs operated in the city.

(2) Shall not create an open stand without taking into consideration the need for such stands by the companies and the convenience to the general public.

(3) Shall prescribe the number of cabs that shall occupy such open stands.

(4) Shall not create an open stand in front of any place of business where the abutting property owners object to the same or where such stand would tend to create a traffic hazard.

(b) Open stands shall be used by the different drivers on a first-come-first-served basis. The driver shall pull on to the open stand from the rear and shall advance forward as the cabs ahead pull off. Drivers shall stay within five (5) feet of their cabs; they shall not solicit passengers or engage in loud or boisterous talk while at an open stand. Nothing in this section shall be construed as preventing a passenger from boarding the cab of his choice that is parked at open stands.

Sec. 9-244. - Callbox stands; establishment; use.

(a) The city manager may establish callbox stands upon the streets of the city in such places as in his discretion he deems expedient. A holder desiring to establish a callbox stand shall make written application to the city manager. The applicant must attach to the application the written approval of the abutting property owners of such space, consenting to the creation of such stand. Upon filing of the application the police department shall make an investigation of the traffic conditions at such place and shall thereafter file their written recommendations with the city manager. The city manager shall then either grant or refuse the application, depending upon the traffic conditions. When a callbox stand has been established as provided in this section, it shall be used solely by the holder to whom the same was granted and his agents and servants, and no other holder shall be permitted to use the same; provided, however, that no holder shall be granted permits for more than three (3) such closed stands within the downtown business area.

(b) A holder operating a callbox stand may have on duty at such stand a starter or other employee for the purpose of assisting in the loading or unloading of passengers from cabs, for receiving calls and dispatching cabs and for soliciting passengers at such stand. The words "at such stand" shall mean that part of the sidewalk immediately adjacent to and of equal length with such callbox stand. It shall be unlawful for any such starter or other employee to go beyond the area herein designated for the purpose of soliciting passengers or assisting them in boarding cabs.

Sec. 9-245. - Other vehicles.

Private or other vehicles for hire shall not at any time occupy the space upon the streets that has been established as either open stands or callbox stands.

Secs. 9-246—9-255. - Reserved.

DIVISION 2. - ~~CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY~~ CERTIFICATION

Sec. 9-256. - ~~Required.~~ Certificate of transportation.

~~No person shall operate or permit a taxicab or motor vehicle as defined in section 9-221 owned or controlled by him to be operated as a vehicle for hire upon the streets of the city without having first obtained a certificate of public convenience and necessity from the city commission.~~

(a) It shall be unlawful for any motor carrier to use, drive, or operate or to cause or permit any person to use, drive, or operate any motor vehicle upon the streets within the city limits without first obtaining a certificate of transportation pursuant to the provisions of this article; provided, however, that this section shall not apply to the following:

(1) Discharge of any passenger picked up outside the city limits; provided that the pickup and carriage of such passenger were legally authorized.
(2) Operation under a valid certificate of public convenience issued by the interstate commerce commission.
(3) Operation of a limousine by licensed embalmers, morticians, or funeral directors, or their employees, for purposes directly related to funerals.
(4) Operation of privately owned buses engaged in intercity transportation, but only to the extent required by F.S. § 341.102.
(5) Operation of a motor vehicle under a valid certificate of public convenience and necessity issued by the city.
(6) Motor vehicles owned, or operated through contract, by the city providing local or special public transit services.
(7) Ambulances and other emergency vehicles operated by the county fire district for purposes of medical transport.
(8) Ambulances and other vehicles required to be licensed under the provisions of F.S. ch. 401 and/or chapter 18 of this Code.
(9) Federal, state, county, or municipal vehicles when operated by a government employee providing transportation services without compensation.
(10) Motor vehicles used for the transportation of passengers between the vicinity of their respective residences and the vicinity of their respective places of work when driven by a person travelling between his residence and his place of work in an arrangement commonly referred to as a car pool or van pool.
(11) Vehicles operated by a governmental agency.
(12) Vehicles owned and operated by hotels and motels which provide transportation services for their guests only, for which the guest does not incur a separate charge.

(b) There are hereby created two classes of certificates of transportation.

(1) Class A. A Class A certificate of transportation shall be required for any individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.
(2) Class B. A Class B certificate of transportation shall be required for any individual employed or contracted as a chauffeur by an individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, or manages any motor vehicle which holds itself out as engaged in the business of providing passenger transportation services to the public for compensation.

(c) Any certificate issued pursuant to the provisions of this article shall be valid for one year only and shall expire on September 30 of each year.

Sec. 9-257. – Application; contents; investigation.

(a) Application for Class A certificate of transportation. Every application for a Class A certificate of transportation, and every application for amendment to a Class A certificate of transportation hereunder, shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk as provided for herein. The application shall be on a form provided by the City Clerk and shall contain the following:

(1) General.

a. If an individual, name, address and date of birth of the applicant, and names and addresses of all management personnel.
b. If a partnership or association, names, addresses and dates of birth of all partners or associates, and names and addresses of all management personnel.
c. If a corporation, name of corporation, date and state of incorporation, verified copy of registration to do business in the state, address of corporate headquarters in the state, or name and address of resident agent if foreign corporation, names, addresses and date of birth of all corporate officers, directors, and management personnel.
d. All previous addresses for the five years preceding the date of application for all individuals, partners, corporate officers, directors and management personnel.

(2) A description of the type of transportation service which the applicant desires to furnish, including whether taxicab, limousine, or other; a brief description of the number, kinds and types of vehicles to be used; seating capacity of the vehicles; a statement indicating whether each vehicle is accessible for persons with disabilities and a description of the accessibility features of each vehicle; and the state motor vehicle license number of each vehicle.
(3) The trade name under which the motor carrier service will be operated.
(4) A statement indicating whether the applicant has paid its current annual state license tax on motor vehicles for hire for all motor vehicles to be used by the applicant and whether appropriate license tax is affixed to each such vehicle.
(5) Evidence of insurance as required in section 9-261.
(6) Two current passport-type photographs of the applicant. In the case of partnership, association or corporation, this information shall be obtained from all partners, associates, corporate officers and directors.
(7) A record of all vehicular and pedestrian accidents involving property damage and/or personal injury that the applicant has been directly involved in, which have occurred within five years of the date of the application, including an identification of all final judgments and/or criminal findings, along with any other pertinent information.
(8) A certified copy of a criminal background investigation disclosing a record of all crimes (excluding traffic) of which the applicant has been convicted within five years preceding the date of the application. In the case of partnership, association or corporation, this information shall be obtained from all partners, associates, corporate officers and/or directors.
(9) A list of all motor carrier certificates, permits, or authorizations granted or denied to the applicant by a governmental entity within the preceding three years, and a list of all failures by the applicant to perform on a motor carrier contract, franchise, or license within six years preceding the date of application. Partnership, association, or corporate applicants shall provide this information for all partners, associates, corporate officers and directors.
(10) A description of the geographic area proposed to be served by the applicant. This should be expressed as either a 50- or 200-mile radius out from the applicant's base of operations.
(11) Each original application, application for amendment, or application for certificate transfer shall be accompanied by a fee in the amount prescribed by resolution of the board. All such fees are nonrefundable.

(b) Application for Class B certificate of transportation. Every application for a Class B certificate of transportation and every application for amendment to a Class B certificate of transportation hereunder shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk as provided for herein. The application shall be on a form provided by the City Clerk and shall contain the following:

(1) Name, address and date of birth of the applicant.
(2) The name of the individual, partnership, association, corporation, or other entity that owns, controls, operates, exercises dominion over, contracts for or manages the motor vehicles which will be operated by the applicant to provide passenger transportation services to the public for compensation.
(3) Copy of current state driver's license.
(4) Two current passport-type photographs of the applicant.
(5) A record of all vehicular and pedestrian accidents involving property damage and/or personal injury that the applicant has been directly involved in, which have occurred within five years of the date of the application, including an identification of all final judgments and/or criminal findings, along with any other pertinent information.

(6) A certified copy of a criminal background investigation disclosing a record of all crimes (excluding traffic)of which the applicant has been convicted within five years preceding the date of the application.

(7) A list of all motor carrier certificates, certificate of transportation, or authorizations granted or denied to the applicant by a governmental entity within the preceding three years.

(8) Each original application or application for an amendment shall be accompanied by a fee in the amount prescribed by resolution of the board. All such fees are nonrefundable.

~~An application for a certificate shall be filed with the city commission upon forms provided by the city. Such application shall be verified under oath and shall furnish the following information:~~

~~(1) The name, residence address and proposed place of business of the applicant; if the applicant is a co-partnership the application shall give the names and residence addresses of the co-partners; if the applicant is a corporation the application shall set forth the name of the corporation and the residence addresses of its officers and boards of directors.~~
~~(2) The financial status of the applicant, including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to such judgments.~~
~~(3) The experience of the applicant in the transportation of passengers.~~
~~(4) Any facts which the applicant believes tend to prove that public convenience and necessity require the granting of a certificate.~~
~~(5) The number of vehicles to be operated or controlled by the applicant and the location of proposed depots and terminals.~~
~~(6) The color scheme or insignia to be used to designate the vehicle or vehicles of the applicant.~~
~~(7) The proposed time schedule of operation and the rates of fare to be charged.~~
~~(8) Such further information as the city commission may require.~~
~~(9) Such application shall be accompanied by a tender of the license fee as provided by section 9-30(287) or other ordinances of the city.~~

Sec. 9-258. - ~~Public hearing.~~ Review of Application.

(a) *Review of Class A certificates of transportation.*

(1) Upon the filing of any application for a Class A certificate of transportation, the City Clerk, or his or her designee, shall review the application for completeness. The City Clerk may require additional information as may be necessary to adequately review an application for a Class A certificate of transportation.

(2) The City Clerk or shall determine whether the submitted application is complete within ten working days of the date the application is filed with the director. Upon a showing of good cause, the City Clerk may extend this review period one time for ten additional working days. If the City Clerk does not certify the application as complete, return the application as incomplete, or notify the applicant that the review period is being extended for an additional ten-day period, the application for Class A certificate of transportation shall automatically be granted provisional status, subject to the provisions of subsection (a)(4) of this section.

(3) If the City Clerk determines the application for Class A certificate of transportation to be incomplete and/or inconsistent with the standards of review set forth in section 9-260, the City Clerk shall return the application to the applicant, noting the items which are not complete or have been determined to be inconsistent with the standards of review. The applicant will then have 60 days from the date of transmittal to submit a revised/corrected application for certificate of transportation. Any application that has been returned for correction and is not resubmitted to the City Clerk within the described 60-day period shall be considered withdrawn and all filing fees forfeited.

(4) Once the City Clerk determines an application for a certificate of transportation to be complete, the City Clerk shall, based upon the standards of review set out in section 9-260, approve, approve with conditions, or deny the application.

(5) The City Clerk shall issue a Class A certificate of transportation if the City Clerk determines that the application complies with the requirements of this article and that the issuance of a certificate is consistent with the requirements of this article.

(b) *Review of Class B certificates of transportation.*

(1) Upon the filing of any application for a Class B certificate of transportation, the City Clerk, or his or her designee, shall review the application for completeness. The City Clerk may require additional information as may be necessary to adequately review the application for a Class B certificate of transportation. Such review shall be a part of the record from which the City Clerk makes his or her decision.

(2) The City Clerk shall determine whether the submitted application is complete within ten working days of the date the application is filed. Upon a showing of good cause, the City Clerk may extend this review period one time for ten additional working days. Good cause may include, but is not limited to, failure to receive the applicant's required driving record from the state department of highway safety and motor vehicles. If the City Clerk does not certify the application as complete, deny the application, return the application as incomplete, or notify the applicant that the review period is being extended for an additional ten-day period, the application for Class B certificate of transportation shall automatically be granted provisional status.

(3) If the City Clerk determines the application for Class B certificate of transportation to be incomplete, the City Clerk shall return the application to the applicant, noting the items which are not complete. The applicant will then have 60 days from the date of transmittal to submit a revised/corrected application for a certificate of transportation. Any application that has been returned for correction and is not resubmitted to the community development director within the described 60-day period shall be considered withdrawn and all filing fees forfeited.

(4) Once the application is complete, the City Clerk shall approve, approve with conditions, or deny the application based on the standards of review set forth in section 9-260.

(5) If the City Clerk approves the application, the Clerk shall issue a Class B certificate of transportation. One of the photographs submitted with the application shall be affixed to the certificate. The certificate shall be prominently displayed in the motor carrier vehicle during all times of operation by the applicant.

(6) Except as provided for under section 9-266, any applicant for a Class B certificate of transportation who has his application denied is prohibited from applying for any further certificates of transportation until such time as all requirements are met by the applicant.

~~(a) Upon filing application and payment of fees, the commission shall fix a time for hearing and acting upon such application. Notice of such hearing shall be given to the applicant and all other operators of any taxicab, motor bus or other public vehicle for the carriage of passengers for hire within the city. Such notice shall contain a brief summary of the subject matter of the application, the type of service proposed, the territory to be served and any other pertinent facts in connection therewith, and shall be mailed at least ten (10) days prior to the date assigned for hearing of such application. At the time specified in such notice or at such subsequent time as may be fixed by the commission, a public hearing upon such application shall be held by the commission. At or after such hearing the commission may issue a certificate of public convenience and necessity as prayed for or refuse to issue the same, or may issue the same with modifications or upon such terms and conditions as in its judgment the public convenience and necessity may require, taking into consideration the effect that the granting of such certificate may have upon transportation facilities within the territory sought to be served by the applicant and also the effect upon transportation as a whole within the city.~~

~~(b) When any such application is heard and denied, the commission shall not thereafter entertain any further application covering the identical or similar routes, schedules or service until the expiration of at least three (3) months from the date of such denial.~~

~~(c) In making the above findings, the city commission shall take into consideration the number of similar vehicles already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions and the character, experience and responsibility of the applicant.~~

~~Sec. 9-259. - Issuance; contents.~~

~~(a) If the city commission finds that further transportation service in the city is required by the public convenience and necessity and that the applicant is fit, willing and able to perform such public transportation and to conform to the provisions of this article and the rules promulgated by the city commission, then the city commission shall issue a certificate stating the name and address of the applicant, the number of vehicles authorized under such certificate and the date of issuance; otherwise, the application shall be denied.~~

~~(b) Every certificate of convenience and necessity issued under the provisions of this article shall contain, among other things, the following:~~

~~(1) The rates of fare to be charged.~~
~~(2) The color scheme or insignia to be used.~~
~~(3) Such additional terms, conditions, provisions and limitations as the commission shall deem necessary or proper in the public interest.~~

Sec. 9-260. - ~~Territory served by existing certificate holder.~~ Standards of Review.

~~When any application for a certificate of public convenience and necessity, provided in this division, is made by any person, the commission shall grant such application only when the existing certificate holders fail to provide service and facilities which may reasonably be required by the commission.~~

The following standards of review shall apply to both Class A and Class B certificates of transportation application:

(1) Any permit holder or applicant for a certificate shall meet all of the following requirements:

a. Be at least 18 years of age on the date of application.

b. Hold a valid state driver's license of the appropriate classification for the vehicle driven.

c. Have no conviction or plea of nolo contendere within the preceding five years to any of the following:

1. Any crime involving the sale or possession of controlled substances as defined in F.S. § 893.02.

2. Any crime defined by F.S. ch. 796, related to prostitution.

3. Any offense relating to driving under the influence of controlled substances or alcohol as set forth in F.S. § 316.193.

d. Have no conviction, or plea of guilty or nolo contendere, to any criminal offense or felony involving the use of deadly weapons unless the civil rights of the applicant or certificate holder have been restored.

e. Have no revocation or suspension within the preceding three years of a state driver's, chauffeur's or commercial driver's license.

f. Have no more than two traffic infractions resulting in accidents in the preceding three years.

g. Have no more than four convictions of moving traffic violations in the preceding eight years.

h. Meet the insurance requirements set forth in section 9-261, if required.

(2) Failure to comply with the provisions of this section shall result in denial of a certificate, revocation or suspension of a certificate, a denial of a renewal of a certificate, or other such remedies available to the city.

Sec. 9-261. - ~~Display~~. Certificate – Insurance requirement.

~~Each automobile for hire subject to the provisions of this article shall display in a conspicuous place the certificate provided for in section 9-259.~~

(a) All applicants for Class A and Class B certificates of transportation are required to maintain insurance coverage. A Class B chauffeur in the employ of an individual, partnership, association or corporation who is covered under the insurance policies of the individual, partnership, association or corporation shall not be required to comply with the provisions of this section so long as the individual, partnership, association or corporation employing him meets the requirements of this section and the individual, partnership, association or corporation employing him has a valid Class A certificate of transportation issued in accordance with the provisions of this article.

(b) Before any certificates are issued to conduct operations, the motor carrier shall file evidence of insurance with the City Clerk providing for public liability and property damage coverage on each motor vehicle to be operated in the following amounts:

(1) *Taxicab.* Not less than $25,000.00 per person and $50,000.00 per incident as to public liability, and property damage coverage in an amount not less than $25,000.00.

(2) *Limousine.* Not less than $50,000.00 per person and $100,000.00 per incident as to public liability, and property damage coverage in an amount not less than $50,000.00.

(3) *Van.* Not less than $100,000.00 per person and $300,000.00 per incident as to public liability, and property damage coverage in an amount not less than $100,000.00.

(c) Evidence of insurance shall be executed and filed with the City Clerk by the insurance carrier in a form or forms acceptable to the City Clerk. The insurance carrier or company shall qualify as an insurance company authorized to transact business in the state. At a minimum, the evidence of insurance shall show:

(1) The type and amount of coverage;

(2) The effective date of the coverage; and

(3) The effective radius of the coverage.

(d) The insurance coverage required hereunder shall be effective throughout the area served by the applicant. No certificate shall be issued prior to the effective date of the coverage. Such insurance shall be kept in full force and effect by the certificate holder at all times. Failure to have same in full force and effect shall immediately and automatically suspend all certificates issued hereunder, until evidence of compliance with this section has been filed in the proper form and amounts as herein provided. Such insurance shall provide that the certificate holder's insurance coverage may neither expire nor be canceled prior to 30 days after the city receives written notice of the expiration or cancellation from the insurance carrier.

(e) A motor carrier may qualify for a portion of the required insurance under this section in an amount not to exceed $50,000.00 by obtaining a certificate of self-insurance from the state department of highway safety and motor vehicles, pursuant to F.S. ch. 324. Copies of the self-insurance certificate and all reports required by the state department of highway safety and motor vehicles shall be delivered by the motor carrier to the board.

Sec. 9-262. ~~- Liability insurance.~~ Same—Revocation.

~~No certificate of public convenience and necessity shall be issued or continued in operation unless there is in force a liability insurance policy for each vehicle, and there shall be deposited with the director of finance, and a copy filed with the chief of police, a liability insurance policy for each vehicle authorized and operated in the amount of fifteen thousand dollars ($15,000.00) for bodily injuries to any one person, and in the amount of thirty thousand dollars ($30,000.00) for injuries to more than one person which are sustained in the same accident, and five thousand dollars ($5,000.00) for property damage resulting from any one accident. Said liability insurance shall inure to the benefits of any person who shall be injured or who shall sustain damages to property proximately caused by the negligence of a holder, his servants or agents. The liability insurance policy shall give the names of the owners of the taxicab and the make, model and serial number of the vehicle insured, all of which shall be shown upon the face of each policy.~~

(a) The City Clerk shall revoke any certificate issued under this article for failure of the certificate holder to meet any requirement of this article or any rule or regulation adopted by the city or the state. Notice of the City Clerk's intent to revoke a certificate for failure to meet any of the above requirements shall be sent to the certificate holder by certified mail. If evidence of corrective measures is not presented to the City Clerk within 21 days of the date the notice is sent, the certificate shall be deemed revoked. If evidence of corrective measures is presented timely, the City Clerk shall determine whether that evidence is credible and whether it indicates full compliance with all governing requirements. Failure to present credible evidence of full compliance with all governing requirements shall be grounds for revoking the certificate.

(b) Any certificate revoked pursuant to this section may only be reinstated through the filing of a new application for a certificate of transportation or through appeal as set forth in section 9-266.

Sec. 9-263. ~~- Transfer.~~ Renewal of certificate; evidence of continuing compliance.

~~No certificate of public convenience and necessity may be sold, assigned, mortgaged or otherwise transferred without the consent of the city commission.~~

(a) Renewal of a Class A Certificate of transportation. After September 1 of each year, but before October 1 of each year, every holder of a Class A certificate of transportation issued pursuant

to this article shall submit the following for renewal of the certificates and as evidence of continuing compliance with the provisions of this article:

(1) Evidence of insurance in the amount and coverage required by section 9-261.

(2) A list of all chauffeurs employed by the holder of the certificate after the date of issuance of the current certificate and employed on the date of application for renewal of the certificate.

(3) A renewal fee in the amount prescribed by resolution of the City Commission.

(b) Renewal of a Class B certificate of transportation. After September 1 of each year, but before October 1 of each year, every holder of a Class B certificate issued pursuant to this article shall submit the following for renewal of certificates and as evidence of continuing compliance with the provisions of this article:

(1) Evidence of insurance in the amount and coverage required by section 9-261, if required.

(2) A renewal fee in the amount prescribed by resolution of the City Commission.

(c) The certificate shall be renewed only if a certificate holder demonstrates continuing compliance with the provisions of this article. Otherwise, the certificate shall be subject to revocation as set forth in section 9-262.

Sec. 9-264. ~~- Suspension; revocation.~~ Authority of City Commission to promulgate rules and regulations.

~~A certificate issued under the provisions of this article may be revoked or suspended by the city commission if the holder has:~~

~~(1) Violated any of the provisions of this article.~~
~~(2) Discontinued operations for more than ten (10) days.~~
~~(3) Violated any ordinance of the city, or the laws of the United States or the state, the violations of which reflect unfavorably on the fitness of the holder to offer public transportation.~~

The City Commission is hereby authorized to establish, by resolution, such rules and regulations concerning the operation and maintenance of any taxicab or limousine service permitted pursuant to this article as they may deem necessary to protect the public health and safety of the citizens of the city. Any failure by a certificate holder to meet and comply with such rules and regulations shall be grounds for permit revocation as provided in section 9-262.

~~Secs. 9-265 - 9-275. - Reserved.~~

Sec. 9-265. Transfers/assignability.

(a) No certificate of transportation issued pursuant to this article may be transferred or assigned without the prior written approval of the City Clerk.

(b) The City Clerk shall not approve any transfer or assignment of any certificate unless the proposed transferee or assignee submits a new application for the appropriate certificate of transportation which demonstrates complete compliance with all provisions of this article.

Sec. 9-266. - Appeals.

(a) An applicant or certificate holder may appeal any decision made by the City Clerk to the City Commission by filing a petition of appeal with the city manager within 30 calendar days of the date of rendition of the decision. The board shall review the petition at a public meeting within 30 calendar days from the date of filing of the appeal. The petitioner shall be provided with notice of the time, date and place of the public meeting by certified mail, return receipt requested, and invited to attend. Testimony at the public meeting shall be limited to ten minutes per side, unless an extension of time is granted by the commission. The commission's decision shall be final for the purpose of administrative appeals. The commission's review of the petition shall be limited to the record and facts which were available to the City Clerk at the time of rendition of the decision appealed. The commission shall revoke the decision of the City Clerk if there is competent substantial evidence in the record that the decision fails to comply with this article.

(b) Any person desiring to appeal a decision of the commission under this section may apply for judicial relief by writ of certiorari to the circuit court in the Nineteenth Judicial Circuit in and for

the city within 30 days after rendition of the decision by the commission. Review shall be governed by the Florida Rules of Appellate Procedure.

9-275 – 9-282. Reserved.

~~DIVISION 3. - DRIVER'S PERMIT~~

~~Sec. 9-276. - Required; display.~~

~~No person shall drive any taxicab, motor bus or other vehicle for the carriage of passengers for hire upon the streets of the city without having first obtained a permit therefor. The permit, when issued, shall be displayed in a conspicuous place in the vehicle so operated by the holder of this permit so as to be easily seen by any person occupying said taxicab. This shall only apply while the driver is in possession of or operating the vehicle for hire. Any owner desiring to operate his or her own taxicab must obtain a taxicab driver's permit in accordance with this division, and he or she shall be governed by all provisions of this article in the same manner as any permitted driver.~~

~~Sec. 9-277. - Application.~~

~~(a) An application for a driver's permit shall be made in writing to the chief of police upon a form provided by him, and shall furnish the following information:~~
~~(1) Name and address of the applicant.~~
~~(2) Place or places of residence for the past five (5) years.~~
~~(3) Age, height, color of eyes and hair.~~
~~(4) Place of birth.~~
~~(5) Place of previous employment.~~
~~(6) Marital status.~~
~~(7) Whether the applicant has ever been convicted of a felony or a misdemeanor.~~
~~(8) Whether he or she has ever held a taxicab driver's or a chauffeur's license, and if so, when and where.~~
~~(9) Whether such license has ever been revoked, and if so, for what cause.~~
~~(10) Whether his or her state operator's license has ever been revoked.~~
~~(11) The names of three (3) reputable persons who have been personally acquainted with the applicant for at least one year.~~
~~(12) Any other facts or information as the chief of police may require.~~
~~(13) Any other facts deemed important by the applicant that he or she may wish to submit.~~

~~(b) Each application shall be accompanied by a health certificate from a physician acceptable to the city certifying that the applicant is of sound physique, and is not addicted to the use of drugs and intoxicants, has good eye-sight and hearing, is not subject to heart disease, vertigo, epilepsy or any disease which might affect the operation of a motor vehicle, and is not affected with any infectious or venereal disease. Each application shall also be accompanied by three (3) prints of a recent photograph of the applicant of a size to be designated by the chief of police.~~

~~Sec. 9-278. - Qualifications; investigation; issuance; fee.~~

~~(a) To be issued a taxicab driver's permit, an applicant must meet the following requirements:~~
~~(1) Must be at least eighteen (18) years of age.~~
~~(2) Must have a chauffeur's license issued by the state.~~
~~(3) Must be able to read and write the English language.~~
~~(4) Must be of good moral character.~~
~~(5) Must be a careful and experienced driver.~~
~~(6) Must not have been convicted of a felony within the preceding five (5) years.~~
~~(7) Must not have been convicted of three (3) or more misdemeanors within the preceding year.~~

~~(b) The chief of police shall investigate all applicants for taxicab drivers' permits. He shall check the references of every applicant and shall interview each applicant personally, or by a subordinate designated by him. He shall determine the moral character and fitness of the applicant, as well as the latter's driving ability and knowledge of motor vehicle laws and regulations. He shall do everything needed to ensure himself that the applicant is a suitable person to operate a taxicab. The chief of police shall have sole discretion to grant or deny a taxicab driver's permit, but only on the basis of the provisions of this article and what can be fairly implied thereunder. If the chief is satisfied that the applicant is a suitable person to operate a taxicab, he shall grant him a taxicab driver's permit, after payment of the entire permit fee of twenty-five dollars ($25.00), regardless of when the permit is issued. The applicant shall also have his fingerprints taken by the police department before the permit is granted to him.~~

~~Sec. 9-279. - Destruction.~~

~~It shall be unlawful for any person holding a taxicab driver's permit to willfully deface, obliterate or destroy the same or to cause it to be defaced, obliterated or destroyed.~~

~~Sec. 9-280. - Revocation or suspension.~~

~~(a) A taxicab driver's permit may be suspended by the chief of police for a period of not more than ten (10) days, or revoked by the chief of police for any of the following reasons and for other proper reasons:~~
~~(1) Proof that the permittee is not of good moral character or has been convicted of a felony or addicted to the use of narcotics or intoxicants.~~
~~(2) Suspension or revocation of his or her state operator's or chauffeur's license.~~
~~(3) Proof that the permittee has been convicted of three (3) or more misdemeanors within the preceding year.~~
~~(4) Proof that the permittee is a poor or reckless driver.~~
~~(5) Evidence of bad health or physical disability.~~
~~(6) Proof that information on the taxicab driver's application is false.~~
~~(7) Violation of any of the provisions of this article, or any city, state or federal law.~~
~~(8) Failure to conspicuously display the taxicab driver's permit in the taxicab while the taxicab is in operation.~~

~~(b) Notice of such suspension or revocation shall be sent to the permittee and to his or her employer, together with the reason for such action, and suspension or revocation shall become effective immediately upon delivery of said notice. The permittee shall have the right to demand a public hearing before the city commission on such suspension or revocation. Henceforth, the person whose permit was revoked shall not operate a taxicab within the city unless the city commission shall vote at a public hearing to rescind said revocation or unless a new permit shall subsequently be issued to him or her. No refund of permit fee shall be given to a person whose taxicab driver's permit has been suspended or revoked.~~

~~Sec. 9-281. - Term; renewal.~~

~~All taxicab drivers' permits shall expire on the first business day of January of each year, unless previously revoked by the chief of police or city commission. Permits shall be renewed by filing renewal applications and paying the permit fee of twenty dollars ($20.00). However, no investigation need be made by the chief of police and no new fingerprints need be taken. Every permitted driver shall submit to the police department with his or her permit renewal application every year three (3) prints of a recent photograph of himself or herself of a size to be designated by the chief of police. Each application for renewal shall be accompanied by a health certificate from a physician acceptable to the city, in accordance with the provisions of section 9-277. The chief may refuse to renew a taxicab driver's permit for any of the reasons listed for permit revocation under section 9-280, subject to the right of the applicant to demand a public hearing before the city commission as set forth in section 9-280.~~

~~Secs. 9-282. - Reserved.~~

SECTION 3. 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.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall no further force of effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM AND CORRECTNESS:

_____
James M. Messer
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. _____ was duly advertised by title only in the St. Lucie News Tribune on _____, copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the _____ day of _____, 2016.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

City Commission Conference Agenda **Agenda Item # 4. E.**

Meeting Date: 09/12/2016

Re: Humane Society Contract Negoations

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Update on contract negotiations with the Humane Society - Code Compliance Manager

Attachments

2016 Executed Contract
Original request from HS
HS cost per animal
COFP request for info
HS financial statement FY 2014
HS P&L FY 16
HS P&L FY 15
COFP counter offer
COFP Final offer
HS final offer

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/09/2016 08:33 AM
Form Started By: Peggy Arraiz		Started On: 09/08/2016 10:51 AM
Final Approval Date: 09/09/2016		

AGREEMENT

THIS AGREEMENT made this 1st day of October 2015, between the City of Fort Pierce, a municipal corporation, hereinafter referred to as "City", and the Humane Society of St. Lucie County, Inc., hereinafter referred to as "The Humane Society", enter into the following agreement for the purpose of the City providing reimbursement to The Humane Society for animals from within City's municipal boundaries, brought to The Humane Society as lost, abandoned, or neglected animals.

WHEREAS the City, through operation of its Animal Control Division and the enforcement of state and local laws regulating animal control and in protection of the health, safety, and welfare of the citizens of the City of Fort Pierce, takes into custody and impounds animals; and

WHEREAS The Humane Society has the ability to provide facilities for the impoundment and the provision of other services to the City's Animal Control Division, as well as to the citizens of the City of Fort Pierce; and

WHEREAS the parties agree to mutually cooperate for the purpose of controlling animals with the corporate limits of the City of Fort Pierce,

NOW THEREFORE, in consideration of the mutual benefits received by each party, the City and The Humane Society agree as follows:

1. The Humane Society shall be a provider of shelter, board, and care for domestic animals picked up within the City's corporate limits or received from the citizens of the incorporated areas of the City and delivered to the Humane Society by either the City's Animal Control Division or any citizen of the incorporated area of the City, until the animal is either returned to its owner, adopted, or otherwise disposed of at the discretion of the Humane Society and in accordance with state and local law. Delivery of any animal pursuant to this agreement shall be made to Humane Society's shelters at 100 Savannah Road, Fort Pierce, Florida or 8890 NW Glades Cut Off Road, Port St. Lucie, FL 34986. The Humane Society shall further provide quarantine for all animals which have been involved in a biting incident.

2. The Humane Society shall, at its discretion, provide appropriate medical care and preventative vaccinations whenever possible, to animals delivered to its shelter by the City's Animal Control Division or by any citizen of the incorporated areas of the City.

3. The Humane Society shall treat, whenever possible, flea and tick infestation of outer extremities of animals delivered to its shelter by City's Animal Control Division or by any citizen of the incorporated areas of the City.

4. The Humane Society agrees to comply with all local, state and federal laws, rules and regulations.

5. The Humane Society shall allow unannounced inspections of the facility by the City Manager, Animal Control Manager and Animal Control Officers to ensure that all animals under its care are being treated humanely and receiving the appropriate medical care as outlined in items #2 and #3 of this section as well as in accordance with State Statutes regarding Animal Care and Control.

6. The Humane Society shall provide the City with a monthly record of all animals delivered to the their shelter by City's Animal Control Division or any citizen of the incorporated area of the City, including the names and addresses of citizens who drop off animals and the owners to whom animals are returned. The City will not be responsible for any animal that is dropped anonymously at the shelter. The monthly reports shall be produced by the Humane Society and delivered to the City on or before the fifth day of the month following the month for which the report is prepared.

7. The term of this agreement shall begin on October 1, 2015, and shall continue through and including September 30, 2016, and will automatically renew for an additional 12 months, unless otherwise terminated as provided in this agreement.

8. For and in consideration for the shelter services performed by the Humane Society in accordance with this Agreement, the City of Fort Pierce shall compensate the Humane Society in the lump sum amount of $125,000.00. Payment shall be due thirty (30) days following the execution of this Agreement by both parties.

    a. The agreed upon annual fee shall cover the impoundment of up to 1,000 animals as shown by the monthly records required in item #6 herein.

    b. Kitten litters without their dam will be impounded as a single animal. Kitten litters with their dam will be impounded as two animals. For purposes of this section, a kitten shall be any young cat approximately 8 weeks old or younger.

    c. If the number of impounds exceeds 1,000 animals verified by the reports required in item #6 as being a City animal, the City will be billed at a rate of $125.00 per animal.

9. In the event an animal is impounded by City Animal Control Officers due to animal abuse and the City exercises its discretion to pursue charges relating to such abuse, the City agrees to file the necessary paperwork with the Clerk of Court to obtain custody of such animals. The City will pay the following:

    a. $5.00 per day per animal until a final determination is made by the court.

    b. If needed to ensure the safety of both the staff and other animals impounded at the Humane Society, within thirty (30) days of impound, the City will pay $10.00 per animal for the necessary vaccinations, including rabies and bordetella.

    c. If the City is granted custody of the animal(s) by the court and the Humane Society deems the animals to be adoptable, the City will provide a free voucher to cover the costs of the animal to be spayed or neutered.

10. The Humane Society shall not release an animal impounded under this agreement until the following conditions have been met:

    a. The owner has paid a fee of $75.00 payable to the City of Fort Pierce, covering the fees and costs the City is charged by the Humane Society, in accordance with Section 4-76 (a) of the City Code.

b. The owner has paid an impoundment fee of $50.00 payable to the City of Fort Pierce, in addition to any other cost charged by the Humane Society, in accordance with Section 4-76 (b) of the City Code.

c. The owner of any dog or cat provides or acquires through the Humane Society proof of current and valid rabies vaccination and proof of registration as required by City Code 4-50. If the animal owner is unable or unwilling to use the Humane Society to provide these services, a Letter of Commitment stating that they are aware of their legal responsibility to obtain a rabies vaccination and City registration within 30 days must be signed by the animal owner and forwarded to the City's Animal Control Division.

11. If during the term of this agreement, there is an unexpected increase in The Humane Society's operating expense of such magnitude to cause a material and adverse financial burden upon them, The Humane Society shall provide proof of such increase to the City Commission, and upon mutual agreement by both parties, the annual fee may be adjusted accordingly, and if a mutual agreement cannot be reached within sixty (60) days for the date first proposed to the City Commission, The Humane Society shall have the right to exercise its option to terminate this agreement as provided herein, without penalty.

12. The Humane Society shall maintain all relevant books, documents, papers, and records involving transactions related to the monies paid hereunder as well as the records of all animals delivered to the shelter by City's Animal Control Division or any citizen of the incorporated area of the City, including the names and addresses of citizens who drop off animals and the owners to whom animals are returned, for a period of no less than three (3) years from the expenditure of the funds paid under this agreement, or until any requested inspection or audit by the City is completed. The City shall have the right of inspection and access to all such records upon written notice to The Humane Society. The City shall have the right to audit the use of the monies paid hereunder. Should City wish to inspect such records or conduct an audit of monies expended under this agreement, the City shall give The Humane Society ten (10) days written notice.

13. The Humane Society hereby agrees to indemnify and hold harmless the City, its representatives, employees, elected, and appointed officials from and against claims, demands, legal fees, costs of action, losses, damages, or other expenses occasioned by any negligent act, conduct, error, or omission by The Humane Society, its agents and employees in the performance of this agreement. As consideration for this indemnity provision The Humane Society shall be paid a sum of ten dollars ($10.00).

14. The Humane Society is required to provide the City proof of certain insurance under its 1987 lease of the City's property; however, where such lease provisions conflict with the provisions required herein, the requirements of this Section shall control. The Humane Society shall maintain the following insurance coverage during the term of this Agreement:

A.) Commercial General Liability

The Humane Society shall maintain and, prior to commencement of this contract, provide the City with satisfactory evidence of commercial general liability insurance to include: 1) premises/operations, products/completed operations, (including XCU hazards) and personal and advertising injury for limits of not less than $1,000,000 per occurrence; 2) fire damage for limits of not less than $100,000 per occurrence; 3) medical payments for limits not less than $5,000 per person and 4) a general, per contract/project, aggregate limit of not less and $2,000,000. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal and include City as an additional insures on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owner, Lessees, or Contractors).

B.) Workers' Compensation and Employers Liability:

The Humane Society shall maintain and, prior to commence of this contract, provide the City with satisfactory evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents and disease. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

C.) Satisfactory evident of compliance with the insurance required shall include one of the following forms of acceptable evidence of insurance:

1)

a. Fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
b. A copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying the inclusion of the City and the City's members, officials, officers, and employees as additional insureds in the Commercial General Liability; and
c. A copy of the actual endorsement for each required policy which provides that the City will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insured(s).

2) The original of the policy(ies); or

3) Other evidence satisfactory to the City.

15. Either party may terminate this agreement with or without cause upon thirty (30) day written notice to the other. In the event of early termination, the Humane Society shall refund the pro rate amount of the lump sum payment provided in Paragraph 8 of this Agreement to the City of Fort Pierce based upon a 365 day term. Such refund shall be due within thirty (30) days of the effective date of the termination.

16. Any notice shall be in writing and sent registered or certified mail, postage and charges, prepaid, and addressed to the parties as follows:

CITY:	Fort Pierce City Manager P.O. Box 1480 Fort Pierce, Florida 34954
COPY TO:	Fort Pierce City Attorney
SOCIETY:	Humane Society of St. Lucie County, Inc. P.O. Box 3661 Fort Pierce, Florida 34948

17. No amendment, modification or waiver of this agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this agreement shall be deemed a waiver of any other conditions or subsequent breach whether of like or different nature. If the City, currently or subsequently, provides any forms for contract modifications, The Humane Society agrees to use said forms. The Humane Society shall not delegate, sublet, or subcontract any part of the work under this contract without the prior written consent of the City.

18. This agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations, or agreements, whether verbal or written between the parties hereto.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officers on the 24 day of Sept., 2015.

CITY OF FORT PIERCE, FLORIDA

Linda Hudson

Linda Hudson, Mayor

ATTEST:

Linda W. Cox

Linda W. Cox, City Clerk

Approved as to form and correctness

Robert V. Schwerer, Esquire
City Attorney

HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.

BY: _____

Stephen Navaretta, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **STEPHEN NAVARETTA, PRESIDENT OF THE HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.** who executed the foregoing instrument and produced Personal Known as identification and who did take an oath.

WITNESS MY HAND AND SEAL in the County and State aforesaid this 28 day of September 2015.

Kristina Becker
Notary Public signature

Kristina Becker
Print name

My commission expires: 11-26-16

KRISTINA A. BECKER
Notary Public - State of Florida
My Comm. Expires Nov 26, 2016
Commission # EE 854021

HUMANE SOCIETY
Your Hometown Shelter
OF ST. LUCIE COUNTY, INC.

Dear Ms. Arraiz:

We would like to thank the City of Fort Pierce for their dedication to Animal Services in our community. The City of Fort Pierce and The Humane Society have enjoyed a long standing and positive working relationship. We are pleased to assist and work with the City in their animal control obligations to the citizens of Fort Pierce and look forward to a continued positive relationship.

As costs for animal care, housing and associated veterinary services continue increase, the Humane Society is regularly exploring additional funding options to maintain its vital mission. We seek support from stakeholders and throughout our community. The Humane Society hosts several charitable events and fundraisers, and we continue to recruit volunteers and raise money that supports our programs. Additionally monies received from grants/donations received are helpful but are insufficient to ensure we can sustain our vital role in the future.

The Humane Society has embarked on a concerted effort to address cost control, resulting in substantial progress. In addition we have consulted with our CPA to identify additional areas of costs savings and to determine an exact cost per animal housed at the Humane Society of St. Lucie County. After a lengthy and thorough analysis the accountant firm of Mcalpin-Cavalcanti-and-Lewis has determined a cost per animal for The Humane Society of $191.00.

The purpose of this letter is to assist the City of Fort Pierce to better prepare as we budget and prepare for the 2016 contract renewal. As a not for profit agency, The Humane Society we can no longer cover and absorb the substantial difference between the current contractual fees and our actual costs for each animal we take in and remain a viable partner in providing animal control services to your citizens.

Please be advised that The Humane Society of St. Lucie County and its Board of Directors respectfully urge that the City of Fort Pierce budgets 85% of the actual cost or $165.00 per animal in planning for the next contract renewal.

We are proud of our partnership with the City and our collective efforts to reduce pet overpopulation in our community.

David Robertson
Director of Administration
Humane Society of St. Lucie County

RECEIVED
NOV 05 2015
THE CITY OF FORT PIERCE
ANIMAL CONTROL DIVISION

Humane Society of St. Lucie County, P.O. Box 14199, Fort Pierce, 34979
Phone; 772-461-0687 info@hsslc.org

Humane Society of St. Lucie County, Inc.
Cost Per Animal Per Day
Based on Shelter Budgets for 2015 - 2016

	9/30/2015
Total SHELTER operating expenses before depreciation (does not include expenses for fundraising or allocated to clinic)	1,181,447
Net operating expenses	1,181,447
Less shelter operations income:	
Adoptions	68,601
Rabies shots	29,080
Return to owner	10,499
Food/Petco	8,609
OTI/Holding Fee	715
Micro Chips	14,363
Private euthanisa	5,174
Creamations and bags	4,776
Boarding	4,392
T Shirts/E collars/Other	24,802
	171,011
Net operating cost	**$ 1,010,436**
Cost per day	2,768
Number of adoptable animals per year (dogs/cats only)	5,318
Adoptable animals per day	15
Cost per adoptable animal per day	**$ 190.00**

	Prior year # of Animals	Amt Needed	Current	
PSL	1633	$ 310,270	172,570	$113.50/30 Estimate
FP	1152	218,880	125,000	
SLC	1561	296,590	212,000	
Other	47			
Software Discrepancy	925			
	5318	**$ 825,740**	**$509,570**	

Humane Society
Intake Detail Report
10/01/14 - 09/30/15

	By Jurisdiction					PER ALL	
	FP	PSL	SLC	Other	TOTAL	Report	Difference
Owner/Guardian Surrender	105	47	117	17	286	**1156**	870
Returns	5	10	5	3	23	**76**	53
Seized/Custody	680	1423	1168	8	3279	**3279**	0
Service/Transfer in	1	0	0	0	1	**3**	2
Stray	361	153	271	19	804	**804**	0
	1152	1633	1561	47	4393	**5318**	925

CITY OF FORT PIERCE

COMMUNITY RESPONSE DIVISIONS

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

Protecting the health, safety and welfare of our community

February 29, 2016

Humane Society of St. Lucie County
Attn: Mr. David Robertson
PO Box 3661
Fort Pierce, FL 34948

Dear Mr. Robertson,

Prior to a meeting being scheduled with City Manager Nicholas Mimms, please provide the following information to our office:

- Copy of the Humane Society of St. Lucie County 501.C(3)
- Operating budget with line by line expenses and revenues for the past three (3) years
- Audits for the last three (3) years
- Itemized cost per animal based on contractual fees
- Current list of Board Members – names and positions
- By-Laws for the Humane Society Board
- Current Organizational Chart
- Strategic plans for the past three (3) years and the next three (3) years.

This request is made pursuant to Article I, Section 24 of the Florida Constitution and Florida Statutes, Chapter 119. Please feel free to contact me if you have any questions regarding this request.

Best Regards,

Margaret M. Arraiz
Code Compliance Manager

Cc: Nicholas Mimms, City Manager
Copy sent to Mr. Robertson via e-mail

100 N. US Hwy 1 ¤ P.O. Box 1480 ¤ Fort Pierce, FL 34954-1480
P: 772-467-3000 ¤ F: 772-468-0457 ¤ E-Mail: parraiz@city-ftpierce.com
www.cityoffortpierce.com

HUMANE SOCIETY
OF
ST. LUCIE COUNTY, INC.

Financial Statements

Year Ended September 30, 2014

Index

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McAlpin Cavalcanti & Lewis

C P A

INDEPENDENT AUDITOR'S REPORT

To the Board Members
Humane Society of St. Lucie County, Inc.
Fort Pierce, Florida

Report of the Financial Statements

We have audited the accompanying financial statements of the Humane Society of St. Lucie County, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2014, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Humane Society of St. Lucie County, Inc. as of September 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

McAlpin Cavalcanti & Lewis

McAlpin Cavalcanti & Lewis, CPAs
Fort Pierce, Florida
September 28, 2015

315 Avenue A ☐ P.O. Box 3688 ☐ Fort Pierce, Florida 34948-3688 ☐ (772) 595-0500 ☐ Fax (772) 595-0502
402 N.W. 4th St. ☐ P.O. Box 578 ☐ Okeechobee, Florida 34973-0578 ☐ (863) 763-0500 ☐ Fax (863) 467-3050

HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.
Statement of Financial Position
September 30, 2014

ASSETS		
Current Assets		
Cash and cash equivalents	$	633,498
Contracts receivable		18,196
Prepaid insurance		12,773
Deposits and other assets		40
Total current assets		664,507
Property and Equipment		
Buildings and improvements		4,173,616
Furniture and equipment		253,200
Vehicles		75,958
Land		173,561
		4,676,335
Less accumulated depreciation		899,530
Net property and equipment		3,776,805
Other Assets		
Loan costs, net of amortization		6,067
Total Assets	$	4,447,379
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	$	28,908
Accrued liabilities		31,163
Current portion of long term debt		107,459
Total current liabilities		167,530
Long Term Liabilites		
Mortgage less current portion		1,059,016
Total liabilities	$	1,226,546
Net Assets		
Unrestricted:		
Undesignated		3,165,437
Temporarily restricted		55,396
Total net assets		3,220,833
Total liabilities and net assets	$	4,447,379

See accompanying notes to financial statements

HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.
Statement of Activities
Year Ended September 30, 2014

	Unrestricted	Temporarily Restricted	Total
PUBLIC SUPPORT AND REVENUE			
Bequests	$ 775,700	-	$ 775,700
Government contracts	628,187	-	628,187
Shelter operations	285,028	-	285,028
Memberships	63,859	-	63,859
Contributions	53,303	6,569	59,872
Fundraising, net direct costs	53,999	-	53,999
Grants	-	25,000	25,000
Other	12,605	-	12,605
Contributions (non-cash)	6,000	-	6,000
Memorials	1,735	-	1,735
Interest income	1,626	-	1,626
Net assets released from restrictions	30,335	(30,335)	-
Total public support and revenue	1,912,377	1,234	1,913,611
EXPENSES			
Program Services			
Shelter Operations	1,191,125	-	1,191,125
Supporting Services			
General and Administrative	478,314	-	478,314
Marketing and Fundraising	67,642	-	67,642
Total expenses	1,737,081	-	1,737,081
Changes in net assets	175,296	1,234	176,530
Net assets, beginning of year	2,990,141	54,162	3,044,303
Net assets, end of year	$ 3,165,437	$ 55,396	$ 3,220,833

See accompanying notes to financial statements

HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.

Statement of Functional Expenses

Years Ended September 30, 2014

	Program Services	Supporting Services		
	Shelter	General and Administrative	Marketing and Fundraising	Total
Salaries and wages	$ 497,536	$ 269,171	$ -	$ 766,707
Medical supplies	193,249	-	-	193,249
Utilities	41,103	27,402	-	68,505
Payroll taxes	46,156	21,349	-	67,505
Interest	-	63,988	-	63,988
Employee benefits	51,908	9,650	-	61,558
Professional fees	44,940	14,023	-	58,963
Shelter food	50,242	-	-	50,242
Public relations	-	-	46,229	46,229
Cleaning and safety supplies	24,446	10,477	-	34,923
Telephone	10,756	13,446	2,689	26,891
Insurance	20,247	4,442	-	24,689
Printing	-	8,959	12,774	21,733
Repairs and maintenance	13,985	5,225	-	19,210
Equipment rental	9,516	7,614	1,903	19,033
Office and postage	3,594	12,582	1,797	17,973
Crematory services and supplies	15,338	-	-	15,338
Travel and fuel	6,968	6,968	144	14,080
Medical treatment	10,666	-	-	10,666
Small equipment	8,752	-	-	8,752
Security	6,580	-	-	6,580
Land rent	5,000	1,000	-	6,000
Bank and credit card fees	5,524	-	15	5,539
Licenses, taxes and fees	3,738	583	273	4,594
Web site	1,537	-	1,538	3,075
Dues and subscriptions	-	1,002	20	1,022
Amortization	-	433	-	433
Miscellaneous	106	-	260	366
Total expenses before depreciation	1,071,887	478,314	67,642	1,617,843
Depreciation	119,238	-	-	119,238
Total expenses	$ 1,191,125	$ 478,314	$ 67,642	$ 1,737,081

See accompanying notes to financial statements

HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.
Statement of Cash Flows
Years Ended September 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$	176,530
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation		119,238
Amortization		433
Decrease in accounts and contracts receivable		22
Decrease in other receivables		700
Decrease in prepaid insurance		6,635
Increase in accounts payable		1,242
Increase in accrued liabilities		18,910
Net cash provided by operating activities		323,710
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of land, property and equipment		(195,926)
Net cash used in investing activities		(195,926)
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in the note payable from draws		60,145
Repayment of principal		(55,398)
Net cash provided by financing activities		4,747
INCREASE IN CASH AND CASH EQUIVALENTS		132,531
CASH AND CASH EQUIVALENTS, beginning of year		500,967
CASH AND CASH EQUIVALENTS, end of year	$	633,498

See accompanying notes to financial statements

NOTE A - Summary of Significant Accounting Policies

Organization

The Humane Society of St. Lucie County, Inc. (the Society) is a not-for-profit corporation organized under the laws of the State of Florida in 1980. The Society provides compassionate care and safe shelter for animals, and educates the community on responsible pet ownership. The Society's primary purpose is to provide effective means for the prevention of cruelty to animals. The Society serves St. Lucie County.

Basis of Accounting

The financial statements of the Society have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Donations are reported as temporarily restricted support if they are received with stipulations that limit the use of the funding. When the restriction expires, that is, when a stipulated time or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Expenses are recorded when incurred.

Cash and Cash Equivalents

The Society presents its cash flows using the indirect method. For the purposes of reporting cash flows, cash is defined as cash on hand, checking, savings and money market accounts at financial institutions.

The Society maintains cash balances at one financial institution. During the year, the balances may fluctuate above and below the $250,000 coverage. At September 30, 2014, the Society's uninsured financial institution cash balances totaled $383,498.

Property and Equipment

Property and equipment are recorded at cost or fair market value at date of gift in the case of donated property. Depreciation is calculated by using the straight-line method for assets greater than $500 and is based on estimated useful lives of five to thirty years.

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimated amounts.

Income Taxes

The Society is exempt from Federal income taxes under Section 501(c) (3) of the Internal Revenue Code accordingly, income taxes are not provided on the Society's financial statements. It has been classified as an organization that is not a private foundation under section 509(c) (2) of the Internal Revenue Code and qualifies for the charitable contribution deduction for individual donors.

Bequests and Contributions

Contributions and bequests received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and are reported in the Statement of Activities as net assets released from donor restrictions.

The Society has received noncash donations of food and supplies during the year. In addition, a number of unpaid volunteers, including board members, have made substantial contributions of their time. These services are not considered specialized skills, as defined by Professional Standards, and accordingly, are not recognized as revenue in the accompanying financial statements.

Functional Allocation of Expenses

The costs of providing the shelter operation and other activities have been summarized on a functional basis in the Statements of Activities. Accordingly, certain costs have been allocated among the program and supporting services that have benefited.

NOTE B – Government Contracts

The Society contracts with St. Lucie County, the City of Port St. Lucie and the City of Fort Pierce to provide shelter, board and care for any stray animal picked up in each locality until the animal is returned to the owner, adopted or otherwise disposed of at the discretion of the Humane Society and in accordance with state and local law.

NOTE C - Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at September 30, 2014:

	2014
Clinic equipment	$ 25,619
Spay and Neuter program	24,392
Fostering	5,385
Total temporarily restricted assets	$ 55,396

Net assets were released from donor restrictions by expenses satisfying the purpose specified by donors as follows:

	2014
Capital projects	$ 6,000
Fostering	4,346
Clinic equipment	19,381
Spay and Neuter program	608
	$ 30,335

NOTE D – Land Lease

The Society has an operating lease with the City of Fort Pierce, which expires October 5, 2037, for the land on which the Fort Pierce facilities are built. All future commitments under the lease agreement amounting to $1 per year have been paid. All buildings and improvements constructed by the Society will become the property of the City of Fort Pierce at the end of the lease. Total in kind annual rent expense of $6,000 is included on the Statement of Functional Expenses as land rent.

NOTE E - Leases

The Society leases a copier under a five year non-cancelable operating lease which began in January 2011 and will expire in January 2016, with $969 due monthly. The minimum annual rental payments are as follows at September 30, 2014:

Fiscal Year Ending	
2015	11,628
2016	3,876
	$ 27,132

Rent expense totaled $11,628 for fiscal year ending September 30, 2014.

NOTE F - Land Purchase

In 2010, the Society entered into a contract with the City of Port St. Lucie to purchase 4.05+- acres of land on Glades Road known at the LTC Ranch Industrial Park. The Society will decrease the City's animal fee by $15 per live animal received which will be applied to the purchase of the land. This agreement is for five years, ending September 30, 2015. An amount of $32,730 is shown as revenue under Government Services and capitalized to land as of September 30, 2014.

NOTE G – Long-Term Liabilities

The Society's long-term liabilities consist of a note payable to Harbor Community Bank. The note payable has monthly principal and interest payments of $9,481 and interest at 5.75%. The note is secured by the building and land on Glades Road in Port St. Lucie, Florida, and matures 10/30/2028. During the year, the Society paid principal and interest payments of $55,398 and $63,988, respectively. On April 2, 2015, the note was modified at the same rate of interest and requires a $25,000 principal reduction each year on or before September 30th until all principal is paid in full.

The annual principal and interest payments as of September 30, 2014 are as follows:

Fiscal Year Ending September 30,	Principal	Interest	Total Payments
2015	107,459	64,554	172,013
2016	77,883	60,894	138,777
2017	82,361	56,416	138,777

Fiscal Year Ending September 30,	Principal	Interest	Total Payments
2018	87,097	51,680	138,777
2019	92,105	46,672	138,777
2020 – 2024	547,934	145,946	693,880
2025 – 2026	171,636	12,149	183,785
	$1,166,475	$438,311	$1,604,786

The change in long-term debt is as follows:

Beginning Balance	Additions	Reductions	Ending Balance
$1,161,728	$60,145	$55,398	$1,166,475

NOTE H – Major Customer and Credit Risk Concentration

The Society's contracts are generally with government agencies, and therefore, the majority of its revenue is derived from that source, except for the current year one time bequests of $775,000 as further explained in Note I.

NOTE I – Concentration of Risk

The Society's net income as of September 30, 2014 is $176,530. This positive net income resulted primarily from bequests received in the amount of $775,700. The Society's major risk factor is the challenge to generate sufficient cash flow for the current operations. Currently management does not expect any significant bequests within the next twelve months from the date of these statements. Management continues to focus its fundraising on soliciting larger contributions and cost containment measures. The financial statements include no adjustments should the Society fail to resolve these uncertainties.

NOTE H – Subsequent Events

Management has evaluated events and transactions for potential recognition or disclosure through September 28, 2015, the date upon which the financial statements were available to be issued.

HUMANE SOCIETY OF ST LUCIE CO
Profit & Loss Budget Overview
October 2015 through September 2016

	Oct '15 - Sep 16	
Ordinary Income/Expense		
Income		
4000 · INCOME - GOVT		
4001 · GOVERNMENT SERVICES - FT PIERCE	125,000.00	
4002 · GOVERNMENT SERVICES - PSL	168,000.00	
4003 · GOVERNMENT SERVICES - SLC	212,000.00	
Total 4000 · INCOME - GOVT		505,000.00
4100 · INCOME -MEMBERSHIPS		
4101 · MEMBERSHIP	125,000.00	
Total 4100 · INCOME -MEMBERSHIPS		125,000.00
4300 · INCOME - SERVICES		
4303 · PRIVATE CREMATIONS	6,000.00	
4304 · PRIVATE EUTHANISA	5,600.00	
4305 · RETURN TO OWNER FEE	11,500.00	
4306 · ADOPTION SPAY/NEUTER FEE	54,500.00	
4308 · MICRO CHIPS	15,000.00	
4309 · RABIES SHOTS	30,000.00	
4310 · HEARTWORM / FLEA CONTROL	73,000.00	
4311 · OTI	350.00	
4312 · HOLDING FEE NON REFUNDABLE	700.00	
4313 · CLINIC	115,000.00	
4314 · PETCO	10,000.00	
4317 · OUTSIDE ADOPTIONS	1,800.00	
4804 · BOARDING/OVERNITE	5,000.00	
Total 4300 · INCOME - SERVICES		328,450.00
4440 · INCOME - GRANTS & EDUCATION		6,500.00
4600 · INCOME - FUNDRAISING		
4601 · FOSTERING - DOG	5,200.00	
4602 · FOSTERING - CAT	4,000.00	
4603 · PET CANISTERS	13,000.00	
4604 · DONATIONS	90,000.00	
4605 · MEMORIALS	6,500.00	
4606 · FUR BALL	120,000.00	
4608 · SPECIAL MEDICAL	500.00	
4609 · GENERAL FUND RAISING	2,500.00	
4616 · YARD SALE & DOG WASH	1,800.00	
4617 · DOG WALK	2,000.00	
4619 · GOLF TOURNAMENT	15,000.00	
4620 · BRICKS	1,000.00	
Total 4600 · INCOME - FUNDRAISING		261,500.00
4700 · INCOME - INTEREST		
4745 · INTEREST INCOME	1,600.00	
Total 4700 · INCOME - INTEREST		1,600.00
47200 · Program Income		
47230 · Board Membership Dues	1,100.00	
Total 47200 · Program Income		1,100.00
4800 · INCOME - MISCELLANEOUS		
4807 · T SHIRTS / E COLLARS / OTHER	12,650.00	
Total 4800 · INCOME - MISCELLANEOUS		12,650.00
Total Income		1,241,800.00
Gross Profit		1,241,800.00

HUMANE SOCIETY OF ST LUCIE CO
Profit & Loss Budget Overview
October 2015 through September 2016

	Oct '15 - Sep 16	
Expense		
5000 · SALARY/WAGES AND RELATED COSTS		
5010 · SALARY AND WAGES		
5011 · ADMINISTRATIVE	93,820.00	
5012 · SHELTER OPERATIONS	327,462.00	
5014 · MAINTENANCE	36,620.00	
5016 · SURGERY CENTER	144,940.00	
5017 · CLERICAL	31,680.00	
Total 5010 · SALARY AND WAGES		634,522.00
5020 · PAYROLL TAXES		
5021 · ADMINISTRATION	7,180.00	
5022 · SHELTER	25,050.00	
5024 · MAINTENANCE	2,802.00	
5026 · CLINIC CENTER	11,316.00	
5027 · CLERICAL	2,424.00	
Total 5020 · PAYROLL TAXES		48,772.00
5030 · EMPLOYEE INSURANCE		
5032 · SHELTER	19,110.00	
5034 · MAINTENANCE	1,506.00	
5036 · CLINIC	7,500.00	
Total 5030 · EMPLOYEE INSURANCE		28,116.00
5040 · WORKMANS COMPENSATION		
5041 · ADMINISTRATION	212.00	
5042 · SHELTER	9,484.00	
5044 · MAINTENANCE	824.00	
5046 · CLINIC	3,261.30	
Total 5040 · WORKMANS COMPENSATION		13,781.30
Total 5000 · SALARY/WAGES AND RELATED COSTS		725,191.30
5100 · ADMINISTRATIVE		
5110 · AUDIT		12,000.00
5112 · BANK & CREDIT CARD FEES		15,000.00
5114 · BOARD EXPENSES		200.00
5120 · DUES & SUBSCRIPTIONS		3,340.00
5124 · EMPLOYEE EXPENSE		2,495.00
5126 · EQUIPMENT RENT/LEASE		36,000.00
5132 · INSURANCE- DIRECTORS & OFFICERS		4,288.00
5134 · INSURANCE- GENERAL & LIABILITY		14,900.00
5135 · VOLUNTEER INSURANCE		300.00
5138 · LEGAL		200.00
5139 · INTEREST EXPENSE		60,000.00
5140 · LICENSES & FEES		1,650.00
5142 · POSTAGE GENERAL		8,700.00
5144 · P.O. BOX RENT		278.00
5146 · PRINTING		5,000.00
5148 · PROGRAMING- WEB SITE		7,500.00
5150 · PROGRAMMING - COMPUTERS		6,500.00
5152 · SECURITY		6,652.00
5154 · SUPPLIES - OPERATING		4,800.00
5156 · SUPPLIES - COMPUTER		2,550.00
5158 · STAFF MILEAGE		6,000.00
5160 · TELEPHONE-MOBILE		5,175.00
5162 · TELEPHONE & FAX		25,000.00
5164 · TUITION		1,000.00
Total 5100 · ADMINISTRATIVE		229,528.00

HUMANE SOCIETY OF ST LUCIE CO
Profit & Loss Budget Overview
October 2015 through September 2016

	Oct '15 - Sep 16	
5200 · SHELTER OPERATIONS		
5216 · ADOPTION RETURNS REFUNDS	475.00	
5218 · ANIMAL EQUIPMENT	400.00	
5220 · CREMATORY SERVICES	16,400.00	
5226 · EMERGENCY SPECIAL TREATMENT	5,600.00	
5242 · SUPPLIES - CLEANING	30,000.00	
5244 · SUPPLIES - CREMATORY BAGS	4,400.00	
5246 · SUPPLIES - MEDICAL	150,000.00	
5250 · SUPPLIES - PET FOOD	32,000.00	
5252 · SUPPLIES - SAFETY	4,100.00	
5254 · UNIFORMS	650.00	
5256 · UTILITIES - ELECTRIC	48,000.00	
5258 · UTILITIES - GARBAGE	6,400.00	
5260 · UTILITIES - GAS HEAT	3,400.00	
5262 · UTILITIES - SEWER & WATER	13,700.00	
Total 5200 · SHELTER OPERATIONS		315,525.00
5300 · BUILDING & MAINTENANCE		
5312 · EQUIPMENT - NEW (NON CAP)	2,400.00	
5314 · MAINTENANCE - BUILDING	4,200.00	
5316 · MAINTENANCE - EQUIPMENT	1,500.00	
5318 · MAINTENANCE - GROUNDS	8,950.00	
5320 · PROPERTY TAX	3,800.00	
Total 5300 · BUILDING & MAINTENANCE		20,850.00
5400 · VEHICLE EXPENSES		
5412 · FUEL/VAN-TRUCK-WINN.	3,950.00	
5414 · INSURANCE	3,000.00	
5416 · LICENSES	800.00	
5418 · MAINTENANCE	4,065.00	
Total 5400 · VEHICLE EXPENSES		11,815.00
5500 · SURGERY CENTER EXP		
5512 · MEDICINE CLINIC	20,000.00	
5514 · VET SERVICES PURCHASED	38,000.00	
5516 · SUPPLIES CLINIC	27,000.00	
Total 5500 · SURGERY CENTER EXP		85,000.00
5600 · FUNDRAISING		
5617 · DOG WALK	500.00	
5618 · FUR BALL	30,000.00	
5619 · CAPITAL CAMPAIGN COSTS	40,000.00	
5620 · GENERAL FUND RAISING EXP	100.00	
5624 · GOLF TOURNAMENT	8,000.00	
5625 · BRICKS	100.00	
5636 · VOLUNTEERS EXP.	250.00	
5638 · FOSTER EXPENSE	2,500.00	
Total 5600 · FUNDRAISING		81,450.00
5650 · MARKETING & PROMOTION		
5652 · MERCHANDISE	450.00	
5653 · T-SHIRTS	250.00	
Total 5650 · MARKETING & PROMOTION		700.00
Total Expense		1,470,059.30
Net Ordinary Income		-228,259.30
Net Income		**-228,259.30**

HUMANE SOCIETY OF ST LUCIE CO
Profit & Loss Budget Overview
October 2014 through September 2015

	Oct '14 - Sep 15	
Ordinary Income/Expense		
Income		
4000 · INCOME - GOVT		
4001 · GOVERNMENT SERVICES - FT PIERCE	125,000.00	
4002 · GOVERNMENT SERVICES - PSL	212,000.00	
4003 · GOVERNMENT SERVICES - SLC	212,000.00	
Total 4000 · INCOME - GOVT		549,000.00
4100 · INCOME -MEMBERSHIPS		
4101 · MEMBERSHIP	85,000.00	
Total 4100 · INCOME -MEMBERSHIPS		85,000.00
4300 · INCOME - SERVICES		
4303 · PRIVATE CREMATIONS	3,100.00	
4304 · PRIVATE EUTHANISA	5,200.00	
4305 · RETURN TO OWNER FEE	11,100.00	
4306 · ADOPTION SPAY/NEUTER FEE	69,000.00	
4308 · MICRO CHIPS	15,950.00	
4309 · RABIES SHOTS	29,800.00	
4310 · HEARTWORM / FLEA CONTROL	65,000.00	
4311 · OTI	170.00	
4312 · HOLDING FEE NON REFUNDABLE	3,280.00	
4313 · CLINIC	70,600.00	
4314 · PETCO	9,050.00	
4804 · BOARDING/OVERNITE	5,100.00	
Total 4300 · INCOME - SERVICES		287,350.00
4440 · INCOME - GRANTS & EDUCATION		
4444 · FLORIDA ANIMAL FRIEND LICENSE	17,645.00	
4440 · INCOME - GRANTS & EDUCATION - Other	20,500.00	
Total 4440 · INCOME - GRANTS & EDUCATION		38,145.00
4600 · INCOME - FUNDRAISING		
4601 · FOSTERING - DOG	4,000.00	
4602 · FOSTERING - CAT	750.00	
4603 · PET CANISTERS	9,500.00	
4604 · DONATIONS	80,000.00	
4605 · MEMORIALS	7,500.00	
4606 · FUR BALL	117,000.00	
4608 · SPECIAL MEDICAL	120.00	
4609 · GENERAL FUND RAISING	1,500.00	
4617 · DOG WALK	3,240.00	
4620 · BRICKS	1,400.00	
Total 4600 · INCOME - FUNDRAISING		225,010.00
4700 · INCOME - INTEREST		
4745 · INTEREST INCOME	1,800.00	
Total 4700 · INCOME - INTEREST		1,800.00
4800 · INCOME - MISCELLANEOUS		
4807 · T SHIRTS / E COLLARS / OTHER	25,200.00	
Total 4800 · INCOME - MISCELLANEOUS		25,200.00
Total Income		1,211,505.00
Gross Profit		1,211,505.00

HUMANE SOCIETY OF ST LUCIE CO
Profit & Loss Budget Overview
October 2014 through September 2015

	Oct '14 - Sep 15	
Expense		
5000 · SALARY/WAGES AND RELATED COSTS		
5010 · SALARY AND WAGES		
5011 · ADMINISTRATIVE	117,570.00	
5012 · SHELTER OPERATIONS	303,800.00	
5014 · MAINTENANCE	33,112.00	
5016 · SURGERY CENTER	145,456.00	
5017 · CLERICAL	70,136.00	
Total 5010 · SALARY AND WAGES		670,074.00
5020 · PAYROLL TAXES		
5021 · ADMINISTRATION	9,314.00	
5022 · SHELTER	24,178.00	
5024 · MAINTENANCE	2,773.00	
5026 · CLINIC CENTER	11,607.00	
5027 · CLERICAL	5,686.00	
Total 5020 · PAYROLL TAXES		53,558.00
5030 · EMPLOYEE INSURANCE		
5031 · ADMINISTRATION	1,880.00	
5032 · SHELTER	14,100.00	
5036 · CLINIC	12,850.00	
Total 5030 · EMPLOYEE INSURANCE		28,830.00
5040 · WORKMANS COMPENSATION		
5041 · ADMINISTRATION	490.00	
5042 · SHELTER	6,835.00	
5044 · MAINTENANCE	745.00	
5046 · CLINIC	3,272.00	
Total 5040 · WORKMANS COMPENSATION		11,342.00
Total 5000 · SALARY/WAGES AND RELATED COSTS		763,804.00
5100 · ADMINISTRATIVE		
5110 · AUDIT	12,000.00	
5112 · BANK & CREDIT CARD FEES	4,300.00	
5120 · DUES & SUBSCRIPTIONS	300.00	
5124 · EMPLOYEE EXPENSE	1,400.00	
5126 · EQUIPMENT RENT/LEASE	20,500.00	
5132 · INSURANCE- DIRECTORS & OFFICERS	4,200.00	
5134 · INSURANCE- GENERAL & LIABILITY	14,528.00	
5135 · VOLUNTEER INSURANCE	300.00	
5138 · LEGAL	1,000.00	
5139 · INTEREST EXPENSE	68,000.00	
5140 · LICENSES & FEES	600.00	
5142 · POSTAGE GENERAL	6,000.00	
5144 · P.O. BOX RENT	278.00	
5146 · PRINTING	2,000.00	
5148 · PROGRAMING- WEB SITE	5,000.00	
5150 · PROGRAMMING - COMPUTERS	5,500.00	
5152 · SECURITY	6,800.00	
5154 · SUPPLIES - OPERATING	5,300.00	
5156 · SUPPLIES - COMPUTER	3,250.00	
5158 · STAFF MILEAGE	9,000.00	
5160 · TELEPHONE-MOBILE	5,400.00	
5162 · TELEPHONE & FAX	23,500.00	
5164 · TUITION	100.00	
Total 5100 · ADMINISTRATIVE		199,256.00

HUMANE SOCIETY OF ST LUCIE CO
Profit & Loss Budget Overview
October 2014 through September 2015

	Oct '14 - Sep 15	
5200 · SHELTER OPERATIONS		
5216 · ADOPTION RETURNS REFUNDS	700.00	
5218 · ANIMAL EQUIPMENT	900.00	
5220 · CREMATORY SERVICES	15,500.00	
5226 · EMERGENCY SPECIAL TREATMENT	6,200.00	
5242 · SUPPLIES - CLEANING	30,500.00	
5244 · SUPPLIES - CREMATORY BAGS	7,400.00	
5246 · SUPPLIES - MEDICAL	138,000.00	
5250 · SUPPLIES - PET FOOD	31,000.00	
5252 · SUPPLIES - SAFETY	3,200.00	
5256 · UTILITIES - ELECTRIC	46,000.00	
5258 · UTILITIES - GARBAGE	6,500.00	
5260 · UTILITIES - GAS HEAT	4,500.00	
5262 · UTILITIES - SEWER & WATER	14,200.00	
Total 5200 · SHELTER OPERATIONS		304,600.00
5300 · BUILDING & MAINTENANCE		
5312 · EQUIPMENT - NEW (NON CAP)	600.00	
5314 · MAINTENANCE - BUILDING	3,700.00	
5316 · MAINTENANCE - EQUIPMENT	1,700.00	
5318 · MAINTENANCE - GROUNDS	8,000.00	
5320 · PROPERTY TAX	3,800.00	
Total 5300 · BUILDING & MAINTENANCE		17,800.00
5400 · VEHICLE EXPENSES		
5412 · FUEL/VAN-TRUCK-WINN.	3,850.00	
5414 · INSURANCE	4,650.00	
5416 · LICENSES	275.00	
5418 · MAINTENANCE	3,600.00	
Total 5400 · VEHICLE EXPENSES		12,375.00
5500 · SURGERY CENTER EXP		
5512 · MEDICINE CLINIC	18,600.00	
5514 · VET SERVICES PURCHASED	50,000.00	
5516 · SUPPLIES CLINIC	33,500.00	
Total 5500 · SURGERY CENTER EXP		102,100.00
5600 · FUNDRAISING		
5617 · DOG WALK	100.00	
5618 · FUR BALL	29,000.00	
5620 · GENERAL FUND RAISING EXP	25,000.00	
5625 · BRICKS	200.00	
5636 · VOLUNTEERS EXP.	500.00	
5638 · FOSTER EXPENSE	2,800.00	
Total 5600 · FUNDRAISING		57,600.00
5650 · MARKETING & PROMOTION		
5653 · T-SHIRTS	420.00	
Total 5650 · MARKETING & PROMOTION		420.00
5700 · CAPITAL EXPENDITURES		
5718 · CAPITAL EXPENDITURES-SURGERY	10,000.00	
Total 5700 · CAPITAL EXPENDITURES		10,000.00
Total Expense		1,467,955.00
Net Ordinary Income		-256,450.00

HUMANE SOCIETY OF ST LUCIE CO
Profit & Loss Budget Overview
October 2014 through September 2015

	Oct '14 - Sep 15
Other Income/Expense	
Other Income	
7005 · BEQUESTS - BUILDING	15,000.00
Total Other Income	15,000.00
Net Other Income	15,000.00
Net Income	**-241,450.00**

CITY OF FORT PIERCE

COMMUNITY RESPONSE DIVISIONS

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

Protecting the health, safety and welfare of our community

May 1, 2016

The Humane Society Board of Directors
PO Box 14199
Fort Pierce, FL 34979

Re: FY 2017 Contract Negotiations

Dear Sirs:

The City of Fort Pierce has received and reviewed your request for an increase in costs for the upcoming fiscal year. With respect, we deny the request for a $25,000 "facility fee" and will not negotiate this item. We also reject the request for a 32% increase to a fee of $165.00 per animal.

The City of Fort Pierce is responsible for covering the costs to care for animals it impounds for an average of five (5) days, taking into consideration the number of owner turn-in's combined with the number of animals deemed not adoptable that are subsequently terminated. Care of the animals beyond the five days is a cost to be borne by the Humane Society through adoption fees and/or other funding efforts.

Due to the drastic increase requested, the City reached out to the other local jurisdictions and each jurisdiction requested a breakdown of the actual costs to process and care for each animal. In response, a "Cost Per Animal Per Day" statement was provided that simply detailed the total shelter operating expenses less shelter operating income to determine what it costs to operate the shelter for a day and divided that by the number of adoptable animals. It in no way actually details what it costs to care for an animal such as food and medical expenses.

Please note in the "Cost Per Animal Per Day" statement provided, the Humane Society only reports enough income to cover 15% of its expenses and relies upon the local tax payers to cover the remaining deficit.

As the Humane Society failed to provide the actual costs as requested, the City of Fort Pierce assessed the financial information provided and determined a reasonable cost for care for an animal for five days. The City is offering to pay $110 per animal. The cost covers $25 for intake and first day and $15 for four additional days for a total of $85.00 to care for the animal. There is an additional $25.00 per animal to go towards the operations of the shelter.

Additionally, during our discussions with St. Lucie County and Port St. Lucie, it was discovered that all three jurisdictions were charged different fees and had different services provided. We are requesting that we be provided the same services for the same cost. The following conditions are to be included in the new contract. Reference to the existing contract in which the item is already covered is listed.

100 N. US Hwy 1 ⌑ P.O. Box 1480 ⌑ Fort Pierce, FL 34954-1480
P: 772-467-3000 ⌑ F: 772-468-0457 ⌑ E-Mail: parraiz@city-ftpierce.com
www.cityoffortpierce.com

- Kitten litters (ref. COFP & PSL) and puppy litters (ref. PSL) (8 weeks of age and under) with their dam will be considered a single animal.
- Necessary medical attention will be provided to all impounds including the costs associated with the Animal Emergency Center (ref. SLC).
- Decapitations required by the Health Department for rabies investigations will be included (ref. SLC and PSL).
- Daily fees shall be established for long term impounds due to cruelty investigations (ref. COFP).
- Anonymous drops at the shelter are the responsibility of the Humane Society and will not be included in our monthly count (ref. COFP).
- Reduced rate for wildlife and feral cats (ref. SLC and PSL).
- Animals born in the shelter are the responsibility of the Humane Society and will not be included in our monthly count.
- Cats brought to the shelter as part of the TNR project, if approved by the Florida Animal Friend Grant, will not be included in our monthly count.

The number of impounds from the City of Fort Pierce has dropped quite significantly over the past few years due to the strength of various programs we have implemented and we anticipated seeing costs go down in relation to that drop instead of the increase your organization has requested. We strongly encourage the Humane Society to increase its fund raising efforts or take the necessary steps to stream line their operations to work within their current financial conditions.

Thank you for the care and concern that your organization provides to the residents and the animals of the City of Fort Pierce. We anticipate further discussion on this topic and look forward to your response.

Best Regards,

Margaret M. Arraiz
Code Compliance Manager

THE SUNRISE CITY
FORT PIERCE
ANIMAL CONTROL
Florida

August 23, 2016

The Humane Society Board of Directors
PO Box 14199
Fort Pierce, FL 34979

Re: FY 2017 Contract Negotiations

Dear Sirs:

It was a pleasure meeting with members of your Board of Directors as well as representatives from Target Zero earlier this month. We truly hope that your collaborative effort with that organization will help with reducing your euthanasia rate and the City of Fort Pierce is committed to continuing our efforts in that regards by continuing with our sterilization program and increasing our return to owner rate through the use of microchips.

In regards to our current contract negotiations, Mr. Robertson presented a counter offer, which was in response to our counter offer made on May 1st of this year. He offered a flat rate fee of $145,000.00, which is a 16% increase over prior years' fees.

City management has discussed this offer and taking into consideration that our impound numbers have dropped an amazingly 62% from our highest impounds in 2009 of 2374 to our lowest in 2015 of only 897 impounds, we believe it to still be an excessive rate increase. Additionally, we have communicated with St. Lucie County and confirmed that their rate has only increased by approximately 6% and includes services that the City is not currently offered.

Therefore, we respectfully submit the following offers for your consideration:

A. Return to a per animal fee at a rate of $125.00 per animal, with litters of 8 weeks or younger being considered a single animal; or

B. Continue the flat rate at $130,000.00 without a cap on the number of animals impounded, with the understanding that the City will continue its efforts to reduce the number of impounds.

C. We are also asking the Board to consider adding Dept. of Health ordered decapitations to our contract.

Thank you for taking the time to consider these offers and we look forward to your response.

Best Regards,

Margaret M. Arraiz
Code Compliance Manager
parraiz@city-ftpierce.com



Peggy Arraiz
Code Compliance Manager
City of Ft. Pierce City Hall
100 N US 1
Fort Pierce, Florida 34950

August 31, 2016

Dear Ms. Arraiz

The Humane Society is in receipt of your most recent proposal to the Animal Control Contract. The Board of Directors of the Humane Society sincerely appreciate your time and your offer of two options in efforts to move towards finalizing an agreement. However, we respectfully deny both options.

The Society had originally requested a flat fee of $165,000 without a cap on the number of animals impounded, in addition to the $25,000 facility fee. In an ef7fort to negotiate in good faith, and move towards finalizing an agreement, the Society has significantly reduced the original proposal to $145,000 and waived the requested facility fee.

We respectfully submit the following firm proposal for your positive consideration;

1. The Humane Society Board of Directors is firm in its request of a flat fee of $145,000 with no cap on the number of animals. The City and the Humane Society shall mutually continue efforts to reduce the number on impounded animals.
2. The kitten clause remains in the contract
3. The Humane Society respectfully denies the City's request to preform Dept. of Health decapitations.
4. The Humane Society may be willing to negotiate Dept. of Health decapitations if the City agrees to pay for such services. This cost must be in addition to the propose flat fee.

I may be reached via email or by calling 772-519-0714

Thank you.

Respectfully,

David Robertson
Director of Administration