




**TO:** NICHOLAS MIMMS, CITY MANAGER

**THROUGH:** James Messer, Esq., City Attorney

**FROM:** Iola T Mosley, Esq., Sr. Assistant City Attorney 

**RE:** Alarm Ordinance Management and Mutual Cooperation Agreements

**DATE:** March 9, 2017

This memo serves to verify that the Office of the City Attorney has reviewed the contract for billing and tracking services between the Public Safety Corporation (PSC) and the City of Fort Pierce (City). This contract has previously been reviewed and approved for form and sufficiency by the office of the City Attorney and there have been no additions or significant changes to the contract, except for the insertion of a different fee schedule.

The contract currently reflects the updated reduction in the amount of fees which would be paid by the citizens and business for false alarms. With that inclusion the contract is appropriate for signature approval for form and correctness. If you have any additional concerns or comments please contact Iola Mosley.

cc Diane Hobleby-Burney, Police Chief, City Of Fort Pierce



**RECEIVED**  
FEB 23 2017

**RECEIVED TIME**  
FEB 22 2017  
CITY OF FT. PIERCE  
CITY MANAGER'S OFFICE

**CITY ATTORNEY USE ONLY**

Date Received:	2/23/17
Assigned To:	104A
File:	
Due Date:	3/1/2017
Hours:	

**REQUEST FOR LEGAL SERVICES**

**To:** CITY ATTORNEY

**SUBMITTED BY:** DIANE HOBLEY-BURNEY, CHIEF OF POLICE

**CITY MANAGER AUTHORIZATION:** NICHOLAS C. MIMMS, P.E., CITY MANAGER

**DATE:** FEBRUARY 21, 2017

**Service Required:** (please circle or underline)

<u>Review Documents</u>	Draft Document	Written Opinion Requested
Attend Meetings	Advise	Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** As you know, the police department has been working on the Alarm Ordinance for approximately three (3) years now. In a nutshell, the proposed changes call for a third party vendor (Cry Wolf) to oversee and manage the City's Alarm Ordinance in an effort to reduce the number of false alarms. After much consideration, the City Commission approved the amended changes to the Alarm Ordinance. As you also know, the City of Port St. Lucie and St. Lucie County have adopted similar changes.
2. **Discussion of the implications and the possible impact if not apparent from preceding information:** The police department met with the Finance Department, Code Enforcement, and the City Clerk's Office concerning the proposed changes to the Alarm Ordinance and how they would impact the City. If the City does not elect to accept Cry Wolf's contract to for False Alarm Tracking and Billing Services, then the City would have to implement these changes and potentially hire additional personnel to oversee and manage the False Alarm Tracking and Billing Service. Funding would have to be identified, a position created, and a selection process. This would take approximately six (6) months to complete.
3. **Time considerations and their significance:** The Police Department and City Hall are receiving inquiries and applications for the annual renewals. It is imperative that we implement our new procedures to process these annual renewals. St. Lucie County have implemented their new procedures. The City of Port St. Lucie is reviewing the Cry Wolf contract and putting their new procedures in place.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** No, there are no City funds needed for this Alarm Ordinance/Cry Wolf Contract.

5. **Factual background:** (Outline the facts related to the underlying matter to provide context for the request.)

- The police department has been working on the Alarm Ordinance changes for approximately three (3) years.
- The first contract was rejected by the City Commission, as the fees associated with the false alarms were deemed too high.
- The police department worked with Cry Wolf to lower the City of Fort Pierce's fines and fees for our citizens and businesses. The Cry Wolf fee increased slightly.
- The police department presented the new fine and fee structure to the City Commission, who ultimately approved the proposed changes.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** (Requestor should investigate the issue and gather all documents/information pertaining to the matter from any other related departments *prior* to submitting the request to this office):

- Amended and Restated Contract for False Alarm Billing and Tracking Services for Cry Wolf.

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**

Lieutenant Christopher Bender worked with Iola Mosely, our Assistant City Attorney and our former Assistant City Attorney Karen Emerson on this project.

8. **If this is a request for review of a contract, provide the following:** N/A

- a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)
- b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response

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

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

**WITNESSETH:**

**Whereas**, the COUNTY has adopted an ordinance related to alarm systems and false alarms ("Alarm Ordinance"); and

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

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

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

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

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

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

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

Now, therefore, the parties agree as follows:

**1. Term.**

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

**2. Contract Documents and Order of Precedence.**

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

A. **Attachment A**, describes the Scope of Services to be provided by the CONTRACTOR and the AGENCIES' operational responsibilities.

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

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

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

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

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

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

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

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

**3. Preparation of Amendments to Alarm Ordinance.**

The parties acknowledge and agree that the CONTRACTOR has assisted the COUNTY in the review and drafting of amendments to its Alarm Ordinance in order to provide for a more efficient and effective process for the registration and operation of alarm systems in St. Lucie County, including both unincorporated and incorporated areas and shall provide similar assistance to FORT PIERCE and PORT ST. LUCIE, upon request.

#### 4. Alarm Management Scope of Services.

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

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

#### 5. Software License.

The AGENCIES shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Alarm Management Services described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by the AGENCIES to access their false alarm information.

#### 6. Duration of the Software License.

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

#### 7. Modification of the Software.

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

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

## **8. Protecting Confidential and Proprietary Information.**

The proprietary information of all parties is and shall remain the valuable intellectual property of each respective party. Except as required by law, no party shall disclose any such information to any third party for any reason without the express written consent of the other interested party(ies) and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and AGENCY staff in the administration of the AGENCY'S Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the AGENCIES are government bodies subject to compliance with Florida Public Records laws.

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

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

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

## **9. Public Records.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**RESPECTIVE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:**

**AS TO ST. LUCIE COUNTY:**

**COUNTY ATTORNEY'S OFFICE  
2300 VIRIGNIA AVENUE  
FORT PIERCE, FL 34982.  
(772) 462-1441  
[BellamyS@stlucieco.org](mailto: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](mailto:BEMERSON@SLCFD.ORG)**

**AS TO FORT PIERCE:**

**CITY CLERK  
100 NORTH U.S. 1  
FORT PIERCE, FL [34904](http://www.fortpierce.com)  
(772)  
[lcox@city-ftpierce.com](mailto:lcox@city-ftpierce.com)**

**AS TO PORT ST. LUCIE:**

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

**10.     Reproduction and Copyright.**

A.     The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. The AGENCIES may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage

device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

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

#### **9. Limitations on the Use of the Software.**

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

#### **10. Notices of Intellectual Property Rights.**

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

#### **11. Payment.**

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

#### **12. Collection of Fines.**

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

#### **13. Confidentiality of False Alarm Data.**

Any false alarm collection data provided to the CONTRACTOR during the performance of the Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of the AGENCIES. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify the affected AGENCY and give the AGENCY an opportunity to object to the disclosure.

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

#### 14. Agency Responsibilities.

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

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

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

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

#### 15. Agency Alarm Administrator.

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

#### 16. Resolution of Disputes.

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

#### 17. Termination.

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

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

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

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

#### 18. **Rights upon Termination.**

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

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

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

**19. Indemnification.**

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

**21. Patent infringement.**

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

**22. Limitation of Liability.**

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

**23. Insurance**

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

The parties agree and recognize that it is not the intent of the AGENCIES that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the AGENCIES and the AGENCIES shall not be obligated to provide any insurance coverage other than for their respective entities or extend their immunity pursuant to Section

768.28, Florida Statutes,(2015), under their self-insured or other insurance programs. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the AGENCIES as additional insureds under any other insurance policy, or otherwise protect the interests of the AGENCIES as specified in this Contract.

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

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

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

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

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

The CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

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

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

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

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

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

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

**24. Assignment.**

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

**25. Attorney's Fees.**

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

**26. Notices.**

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

**As to County:**

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

**With a copy to:**

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

**As to Fire District:**

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

**With a copy to:**

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

**As to Fort Pierce:**

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

**With a copy to:**

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

**As to Port St. Lucie:**

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

**With a copy to:**

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

**As to CONTRACTOR:**

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

**27. Governing Law.**

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

**28. Severability.**

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

**29. No Waiver.**

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

**30. Complete Agreement.**

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

**31. Independent Contractors.**

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

**32. Cooperative Purchases.**

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

\_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
COUNTY ATTORNEY

ATTEST:

ST. LUCIE COUNTY FIRE DISTRICT

\_\_\_\_\_  
KAREN RUSSELL  
CLERK/TREASURER

BY: \_\_\_\_\_  
RUFUS ALEXANDER  
CHAIRMAN

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
FIRE DISTRICT ATTORNEY

ATTEST:

CITY OF FORT PIERCE

BY: \_\_\_\_\_  
CLERK

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
CITY ATTORNEY

ATTEST:

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

\_\_\_\_\_  
DATE:

DATE

(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 [the COUNTYFORT 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.

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.

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.

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.

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:

<u>Alarm Within 12 Months</u>	<u>Fire/Rescue</u>	<u>Law Enforcement (Commercial)</u>	<u>Law Enforcement (Residential)</u>
<u>First</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>Second</u>	<u>\$200</u>	<u>\$100</u>	<u>\$50</u>
<u>Third</u>	<u>\$300</u>	<u>\$200</u>	<u>\$100</u>
<u>Fourth</u>	<u>\$500</u>	<u>\$400</u>	<u>\$150</u>
<u>Fifth</u>	<u>\$500</u>	<u>\$500</u>	<u>\$200</u>

**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**

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

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.

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.

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 PIERCE's 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.

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.

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)

Wells Fargo Treasury Management Proposal

Public Safety Corporation  
Pricing as of February 2013

<u>WF</u>	<u>AFP</u>		<u>Monthly</u>		
<u>Code</u>	<u>Code</u>	<u>Service Description</u>	<u>Price</u>	<u>Volume</u>	<u>Charges</u>
<b><u>GENERAL ACCOUNT SERVICES</u></b>					
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
<b>Subtotal</b>					<b>23.65</b>
<b><u>LOCKBOX SERVICES</u></b>					
36709	05011R	WLBX MONTHLY BASE	75.00000	1	75.00
36778	05002Z	WLBX IMAGE WEB REPORTING MTHLY BASE	0.00000		10.00
03211	050131	WLBX MULTIPLE PAYEE 10-39	0.30000	102	30.60
36731	050530	WLBX CORRESPONDENCE / REJECTS	0.25000	8	2.00
36755	050100	WLBX STANDARD ITEM PROCESSED	0.30000	102	30.60
03905	05011R	WLBX DOCUMENT SCANNED	0.03500	267	9.35
36727	050600	WLBX 7 YR B/W IMAGE ARCHIVE	0.01500	267	4.01
03303	050410	WLBX PKG US MAIL DELIVERY	1.05000	28	29.40
36724	050301	WLBX DAILY DEPOSIT CUT	0.00000	16	0.00
36739	05011E	WLBX POST OFFICE RETURNED MAIL	1.50000	75	112.50
34222	05031Z	LOCKBOX CEO SUBSCRIPTION PER ITEM	0.00000		170.00
CEOLS	050000	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	20.00000		120.00
<b>Subtotal</b>					<b>313.45</b>
<b><u>DEPOSITORY SERVICES</u></b>					
311	100220	WHOLESALE LBX CHECKS DEPOSITED	0.07000	102	7.14
<b>Subtotal</b>					<b>7.14</b>
<b><u>PAPER DISBURSEMENT SERVICES</u></b>					
22202	150100	DDA CHECKS PAID	0.15000	3	0.45
<b>Subtotal</b>					<b>0.45</b>
<b><u>GENERAL ACH SERVICES</u></b>					
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		120.00
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

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<b>Subtotal</b>	<b>119.50</b>
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**INFORMATION SERVICES**

34115	400001	CEO PREV DAY SUBSCRIPTION DETL ITEM0.17000	396.63
WNPDB	400000	CEO PREV DAY SUBSCRIPTION MTHLYBASE25.00000	125.00
<b>Subtotal</b>			<b>31.63</b>

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<b>Total Monthly Activity Charges</b>	<b>464.19</b>
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**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
<b>Total Setup Charges</b>					<b>440.00</b>

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Customer Proposal Report

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based. **(ATTACHED)**





**ATTACHMENT G**

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

**(ATTACHED) ATTACHMENT G**

**Wells Fargo Treasury Management Proposal for Large Lockbox**

**(More than 200 Transactions per Month)**

**Wells Fargo Treasury Management Pro Forma**

Effective January 2014

Prepared For:  
Public Safety Corporation  
Small Wholesale Lockbox > 200 checks per month

**ANALYSIS SUMMARY**

<u>Average Positive Collected Balance</u>	\$	<u>50,000.00</u>
<u>Reserve Requirement @ 0.00%</u>	\$	<u>0.00</u>
<u>Investable Balance Available for Services</u>	\$	<u>50,000.00</u>
<u>Monthly Analyzed Charges</u>	\$	<u>246.38</u>
<u>Net Monthly Analyzed Charges</u>	\$	<u>246.38</u>
<u>*Monthly Fee Based Charges</u>	\$	<u>0.00</u>
<u>Total Monthly Analyzed Charges *Charges not offset by balances</u>	\$	<u>246.38</u>

**SERVICE DETAILS**

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Unit Price</u>	<u>Volume</u>	<u>Service Charges</u>
				50	
<u>IAMTH</u>	<u>000230</u>	<u>RECOUPMENT MONTHLY</u>	<u>0.12750 #</u>		<u>6.38</u>
		<u>BALANCE &amp; COMPENSATION INFORMATION Subtotal</u>			<u>6.38</u>
<u>22051</u>	<u>010000</u>	<u>ACCOUNT MAINTENANCE-CHEXSTOR</u>	<u>0.00000</u>	<u>1</u>	<u>0.00</u>
<u>CK011</u>	<u>010101</u>	<u>CREDITS POSTED</u>	<u>0.00000</u>	<u>16</u>	<u>0.00</u>
		<u>GENERAL ACCOUNT SERVICES Subtotal</u>			<u>0.00</u>

Highlighted volume can be changed to reflect variable Recoupme Volume = thousands

36709	05011R	WLBX MONTHLY BASE	240.00000	1	240.00
36778	05002Z	WLBX IMAGE WEB REPORTING MTHLY BASE	0.00000	1	0.00
Pro Forma					
03211	050131	WLBX MULTIPLE PAYEE 10-39	0.00000	181	0.00
36731	050530	WLBX CORRESPONDENCE / REJECTS	0.00000	14	0.00
36755	050100	WLBX STANDARD ITEM PROCESSED	0.00000	181	0.00
03905	05011R	WLBX DOCUMENT SCANNED	0.00000	785	0.00
36727	050600	WLBX 7 YR BW IMAGE ARCHIVE	0.00000	785	0.00
03303	050410	WLBX PKG US MAIL DELIVERY	0.00000	52	0.00
36724	050301	WLBX DAILY DEPOSIT CUT	0.00000	16	0.00
36739	05011E	WLBX POST OFFICE RETURNED MAIL	0.00000	27	0.00
<b>LOCKBOX SERVICES Subtotal</b>					<b>240.00</b>
311	100220	WHOLESALE LBX CHECKS DEPOSITED	0.00000	181	0.00
<b>DEPOSITORY SERVICES Subtotal</b>					<b>0.00</b>
22202	150100	DDA CHECKS PAID	0.00000	3	0.00
<b>PAPER DISBURSEMENT SERVICES Subtotal</b>					<b>0.00</b>
CK018	250201	ELECTRONIC CREDITS POSTED	0.00000	18	0.00
ES344	250202	ACH RECEIVED ITEM	0.00000	18	0.00
<b>GENERAL ACH SERVICES Subtotal</b>					<b>0.00</b>
<b>Total Monthly Service Charges</b>					<b>246.38</b>

### SETUP CHARGES

03850	050138	WLBX SET UP	40.00000		40.00
03082	050137	WLBX PROGRAMMING	225.00000		225.00
36774	050020	WLBX PO BOX ANNUAL RENTAL LOCKBOX	225.00000		225.00
<b>SERVICES Subtotal</b>					<b>490.00</b>
34376	251120	INTERNET ACH SET UP FEE	200.00000		200.00
<b>GENERAL ACH SERVICES Subtotal</b>					<b>200.00</b>
<b>Total Service Charges</b>					<b>936.38</b>

Varies by  
Lockbox  
location.

Fee is \$37  
\$175 will be  
refunded  
Relations

Pro Forma  
Pro Forma m after setup.

## 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