

October 17, 2017  
Regular Meeting  
6:00 P.M.  
2775 Garrison Avenue  
Port St. Joe, Florida



## City of Port St. Joe

Bo Patterson, Mayor-Commissioner  
William Thursbay, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, Commissioner, Group III  
Rex Buzzett, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

# BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 P.M.

2775 Garrison Avenue

Tuesday October 17, 2017

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## Call to Order

### Consent Agenda

#### Minutes

- Regular Commission Meeting 10/3/17
- Workshop Meeting 10/5/17

Pages 1-4

Page 5

#### Triumph Fund Update- Warren Yeager

#### PSJRA

- Update

#### City Attorney

- Update

### Old Business

- Workshop 10/24 at Noon- Long Ave. & Water Meters
- PDRB Membership

### New Business

- New CDBG Grant Cycle- Bruce Ballister
  - CATF Membership
- Zoning of Parcel #04939-000R, 208 7<sup>th</sup> Street
- 2018-2019 Legislative Budget Request

Page 6

Pages 7-10

#### Public Works

- RFP 2017-13 & 2017-14 , Alt A & B Waterline Replace Bids

Pages 11-12

#### Surface Water Plant

- RFP 2017-15, Clarifiers 3&4 Renovation (Handout)

#### Waste Water Plant

- Update

#### Finance Director

- Update

#### City Engineer

- Projects Update
  - Frank Pate Park Boat Ramp Improvements
  - Long Avenue Water/Sewer/Road Paving
  - Jones Homestead Sewer

**Code Enforcement**

- **Update**

**Page 6**

**Police Department**

- **Dispatch Contract Renewal**

**Pages 7-10**

**City Clerk**

- **Code Red Contract Renewal**

**Pages 11-12**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY  
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT  
2775 GARRISON AVENUE, October 3, 2017, AT 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Clinton McCahill were also present. Commissioner Lowry was absent due to attending a county conference.

**CONSENT AGENDA**

Mayor Patterson asked that a Moment of Silence be observed for the Las Vegas tragedy.

**Minutes**

A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to approve the Minutes of the Regular Commission Meeting of September 19, 2017, and the Special Meeting of September 26, 2017. All in favor; Motion carried 4-0.

**PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA)**

PSJRA Chairman Rex Buzzett shared the PSJRA passed their budget for the coming year in their meeting prior to the Commission meeting today. He also noted the PSJRA is moving forward with the stage at Core Park.

**CITY ATTORNEY**

*Ordinance 543 Medical Marijuana – Second Reading and Consideration of Adoption*

Mayor Patterson asked if anyone from the public would like to speak on this issue. No one from the public spoke.

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to have the Second Reading of Ordinance 543. All in favor; Motion carried 4-0.

Attorney McCahill read Ordinance 543 by Title only.

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to adopt Ordinance 543. All in favor; Motion carried 4-0.

*City of Port St. Joe v/s Mike update –*

Attorney McCahill noted that the FL League of Cities is handling the defense for the City. He reminded the Commission that Attorney Pat Floyd had been retained earlier and felt that since the FL League of Cities is representing the City that they should handle everything.

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to pay Mr. Floyd for his time and expenses that he has incurred in the amount of \$14,332.50, and deal only with the FL League of Cities. All in favor; Motion carried 4-0.

**CITY MANAGER'S REPORT – Jim Anderson**

**Old Business**

*Speed Bumps on 6<sup>th</sup> and 7<sup>th</sup> Streets – Commissioner Thursbay:*

Commissioner Thursbay has been researching this issue and after compiling his notes will provide the Commissioners with a copy of his information. He asked that this be on the Agenda for October 17, 2017.



## **New Business**

### *Shawn Farnsley – Boy Scouts:*

Shawn Farnsley, representing Troop 347, requested they be allowed to install 20 Bat Houses on the ditch area, away from houses, between 20<sup>th</sup> Street and Niles Road. Bats eat Mosquitos and this would help eliminate them.

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to grant this request. All in favor; Motion carried 4-0.

### *Marina Pennington Contract – Planning Consultant:*

After discussion, a Motion was made by Commissioner Ashbrook, second by Commissioner Thursbay, to continue Mrs. Pennington's contract on a month by month basis until January 1, 2018. A RFQ will also be advertised for a Planning Consultant prior to January 1, 2018. All in favor; Motion carried 4-0.

### *Keith Nichols Contract – Commission Meeting Videos:*

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to retain Mr. Nichols to film the Regular Commission Meetings for a charge of \$250 per month, and Special Meetings upon request will be \$75 each. The meetings will be played back on Mediacom Channel 17 on Wednesdays at 10 A.M. and 7 P.M., and on Fridays at 10 A.M. All times are Eastern. All in favor, Motion carried 4-0. Mr. Nichols is working with FairPoint to see if the meetings can also be shown on their system.

*Commission Building Signage* – A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to accept the Option 1 proposal by Ramseys' Printing in the amount of \$1,856.41 for signage designating the Ward Ridge Building as the Commission Chamber. All in favor; Motion carried 4-0. This amount is under the bid threshold and does not require that it be bid out.

*Clifford Sims Park* – This was Tabled for further review.

### *TDC Membership – Commissioner Ashbrook:*

Commissioner Ashbrook shared that he was interested in serving on the TDC. Mayor Patterson is currently the City's representative to the Board and indicated that he would like to continue serving. Commissioner Thursbay reminded the Commissioners that he had served on the TDC for about four years, was very familiar with the workings of the TDC, and since his employment with them has ended, he would like to go back to serving on the Committee. Consensus was that this would be looked at when a new City Commission is seated in June.

### *NWFLOC Meeting – Commissioner Ashbrook:*

Commissioner Ashbrook stated he would like to see the City host the February 22, 2018, meeting in Port St. Joe. There is a meeting on December 12, 2017, in De Funiak Springs and he hopes to make that meeting. He also shared that he has been asked to serve on several committees and is considering their request.

Mr. Anderson reminded the Commission of the Workshop on Thursday, October 5, 2017, at 6 P.M. for the Open Container / Entertainment District to be held at the Ward Ridge Building.

**Public Works – John Grantland** did not have anything to update the Commission on.

Mayor Patterson and Commissioner Thursbay thanked Mr. Grantland for his assistance with issues recently.

**Surface Water Plant – Larry McClamma** did not have anything to share with the Commission.

**Wastewater Plant – Kevin Pettis** did not have any updates for the Commission.

**Finance Director – Mike Lacour** noted the City is starting their new Fiscal Year and he is currently cleaning up FY 2016 – 2017 budget issues. 2

## **City Engineer – Clay Smallwood, III**

### **Project Updates -**

*Frank Pate Park Boat Ramp Improvements* – Mr. Smallwood shared that an email had been received from FWC stating they could not fund the additional work requested at the boat ramp. He will make some calls on this to see if there are some other options.

FWC did grant a 3 month extension to the end of the year to complete the work on the boat ramp. The boat ramp will need to be closed to complete the final work and it was suggested that this be put off until a slower time, possibly early December.

*Long Avenue Water / Sewer / Road Paving* – A Workshop was scheduled for Thursday, October 24, 2017, at Noon for this project. Commissioner Buzzett suggested that TRIUMPH Funds could possibly be obtained for the project.

*Jones Homestead Sewer* – The Permit has been received from DEP. A letter will be mailed to all property owners to see who is interested in receiving City Sewer.

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to advertise a RFP for Materials for this project to determine what the cost will be. All in favor; Motion carried 4-0.

Mr. Smallwood noted that the paper work has been signed and turned in on the CDBG Grant and we are waiting to hear from Mr. Howard before having the construction meeting.

### **Code Enforcement**

*General Update* – Mr. Burkett's report was reviewed, no action was required.

**Police Department** – There was nothing to report from the Police Department.

**City Clerk – Charlotte Pierce** did not have any updates for the Commission.

### **Citizens to be Heard –**

Letha Mathews thanked John Grantland and his crew for their work on the Avenue D Sidewalks. She also asked if a dumpster would be provided for cleanup of her property. Mayor Patterson responded that she will need to rent a dumpster from a local vendor as the City does not provide dumpsters.

Chester Davis noted their community would like to have more representation on the Variance Committee and asked what the process was. Clerk Pierce responded that a City Application needed to be completed and turned in by October 13, 2017, and that a Resume' is optional for the Planning Development and Review Board.

Mr. Davis also noted that he is busy replacing WastePro Garbage Cans in the City. He requested that when placing their cans for pickup, residents turn their cans so that the wheels are on the back side. This will help with pick up and protect the can. His hours with WastePro are from 8 A.M. until Noon.

Commissioner Thursbay introduced Jim Sickels and noted that he moved here over a year ago, has been an active volunteer in the community, and thanked him for his involvement. Mr. Sickels shared that he grew up in Florida, moved away for his career, and is back now.

Charles Gathers asked who maintains the Jones Gym and Tennis Courts. Mr. Grantland responded that the City does and they are working on them.

### **Discussion Items by Commissioners**

*Commissioner Buzzett* shared that the Historical Review Commission will be meeting on November 2, 2017, in Tallahassee to hear the City's grant request for the Centennial Building. He noted that he is working on this and thanked Clerk Pierce for her efforts to have good representation at the meeting.

*Commissioner Ashbrook* noted that Gateway Apartments will be having their Grand Opening Thursday, October 5, 2017, from 11 A.M. until 4 P.M., and encouraged citizens to attend.

*Commissioner Thursbay* shared the Sidewalks on Avenue D look good, and work is almost complete at the Dooder Parker Park on 16<sup>th</sup> Street. He asked citizens to pray for our nation because of the hurricane damage and the Las Vegas tragedy.

*Mayor Patterson* stated the new Street Lights on Mimosa Avenue have not been installed. Mr. Anderson responded that all paper work has been turned in and Staff will follow up with Duke Energy.

Mayor Patterson also mentioned a phone call that he had received from a lady expressing her thanks for the courteousness and help that she received while in Port St. Joe as an evacuee from Hurricane Irma.

A Motion was made by Commissioner Ashbrook, second by Commission Buzzett, to adjourn the meeting at 6:58 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date



**MINUTES OF THE ENTERTAINMENT DISTRICT DISCUSSION WORKSHOP FOR  
THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE  
FLORIDA HELD AT 2775 GARRISON AVENUE, September 5, 2017, 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Clinton McCahill, and Police Chief Matt Herring were also present. Commissioner Thursbay joined the meeting at 6:08 P.M. and Commissioner Buzzett was absent.

The purpose of the Workshop was to provide a discussion on the possibility of an Entertainment District in the downtown area.

Mayor Patterson opened the Workshop with an explanation of what had been requested and stated that he had not been for this. He asked Steve Burke, President of the Gulf County Chamber of Commerce, if he would like to speak on the issue and Mr. Burke declined saying that Mayor Patterson had covered everything.

Reverend James Wiley, Pastor of Oak Grove Church and President of the Ministerial Association, spoke stating the Ministerial Association is opposed to any open container zone. He referenced information of the increased crime, drug use, theft, public drunkenness, fighting, and the need for additional security in areas where this has been allowed. Pastor Wiley shared of a recent compliment a member of his church had received from the parent of a visiting football team on the family atmosphere, courteousness, and wholesomeness of our community. He also shared that the community does not benefit from open containers and only those selling it profit. Pastor Wiley does not feel that Reid Avenue is a place for drinking. A long and thunderous applause was accorded Pastor Wiley for his presentation.

Commissioner Thursbay thanked those present for attending, stated he was a God fearing man, his people did not want this, it was not for our community, and this issue is null and void.

Commissioner Ashbrook shared he was excited to have so much participation, and the issue is now dead because the people have spoken.

Commissioner Lowry noted that he was not for this from the get go, wanted to Workshop the issue, and it is now off the table.

Lori Lacivita shared several disturbing statistics on how Gulf County ranked in the state where alcohol was involved.

James "Benny" Roberts addressed the Commission on how the Closed Container Ordinance came about, issues the City was having prior to the Ordinance, and noted you could not control underage drinking without enforcement. He also reminded those present there had been referendums in the City to prohibit the sale of alcohol on Sunday but a previous Commission decided to go against the wishes of the people and allow it.

Mary Lou Cumbie thanked the commission for their stance not to approve an Open Container or Entertainment District in Port St. Joe. A resounding applause was given for Mrs. Cumbie's statements and to the Commission for their decision not to allow an Open Container or Entertainment District in Port St. Joe.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to adjourn the Workshop at 6:26 P.M.

Approved this \_\_\_\_ day of \_\_\_\_\_ 2017.

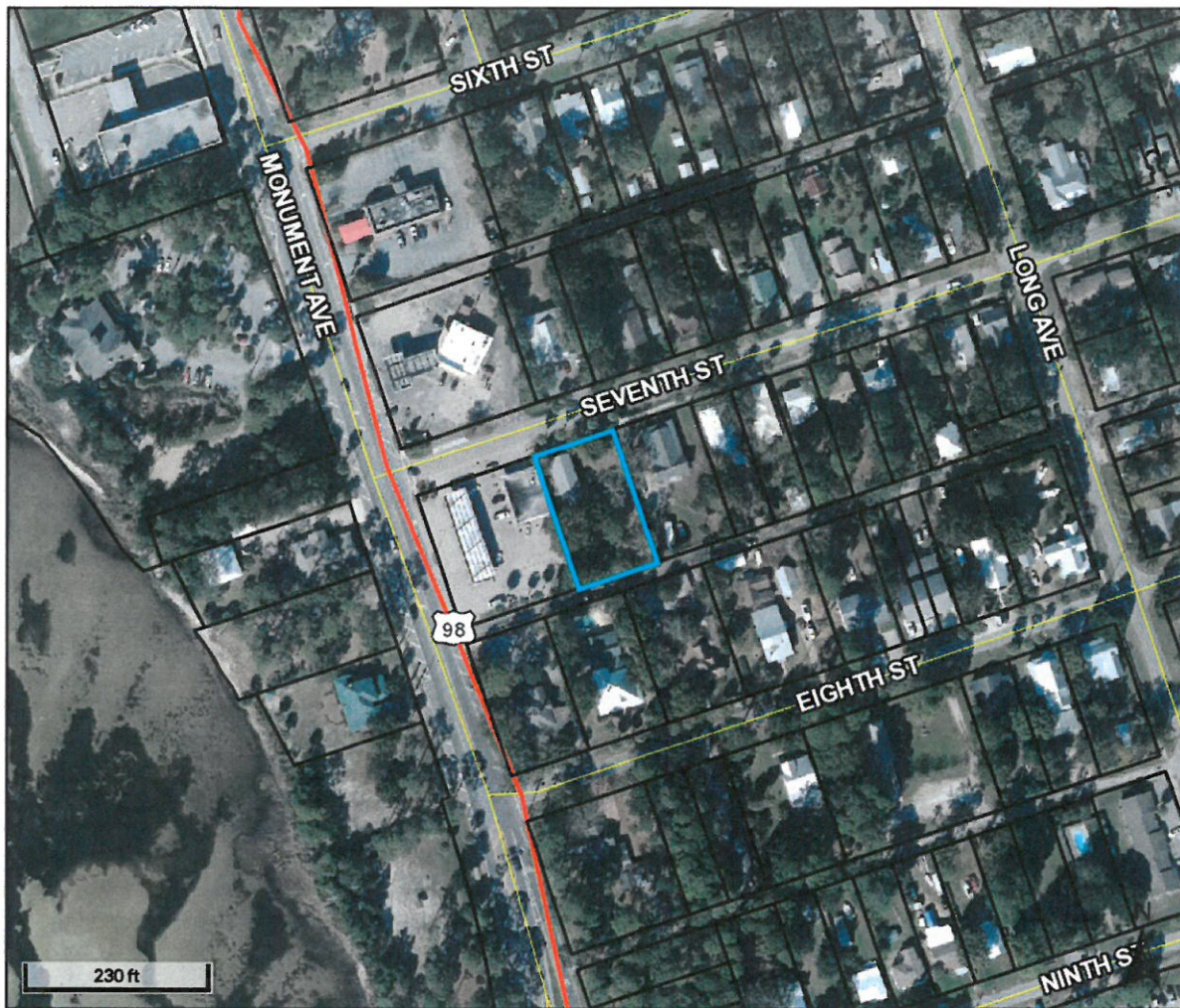
\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date





Overview



Legend

-  Parcels
- USA Major Highways
  -  Limited Access
  -  Highway
  -  Major Road
  -  Local Road
  -  Minor Road
  -  Other Road
  -  Ramp
  -  Ferry
  -  Pedestrian Way
  -  Roads

Parcel ID	04939-000R	Alternate ID	04939000R	Owner Address	ALFORD FRANCES M & PATRICIA D
Sec/Twp/Rng	1-8S-11W	Class	SINGLE FAM		GRABOWSKI
Property Address	208 7TH ST	Acreage	0.78		1837 5TH STREET SE
	PORT ST JOE				WINTERHAVEN, FL 33880

District 5

Brief Tax Description CITY OF PORT ST JOE

(Note: Not to be used on legal documents)

Date created: 10/11/2017

Last Data Uploaded: 10/10/2017 3:30:36 PM



Developed by  
The Schneider Corporation





## THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

### COMMITTEES:

Commerce and Tourism, *Chair*  
Communication, Energy, and Public Utilities,  
*Vice Chair*  
Appropriations  
Appropriations Subcommittee on Pre-K-12  
Education  
Health Policy  
Rules

SENATOR BILL MONTFORD  
3rd District

## MEMORANDUM

**TO:** All County & City Officials, City Managers, County Administrators and  
Community Development Departments

**FROM:** Senator Bill Montford

**DATE:** October 3, 2017

**RE:** 2018 Senate District 3 Budget Request Form

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The 2018 Legislative Session will start earlier this year on Tuesday, January 9, 2018. Therefore, I am requesting all Senate District 3 Budget Requests be submitted to my office no later than November 30, 2017.

To help ensure we have the appropriate information and uniformity district-wide, please submit all budget requests using the attached form. For processing purposes, please submit the form and all attachments electronically when possible.

Because of a tight budget year for the next fiscal year, I encourage you to identify those programs/projects that have strong local community support and have been identified/recognized as a need by a state agency. Due to the revenue shortfall, I need you to assist me in addressing the most critical needs in your geographical community. I am requesting that County and City governments combine and rank each budget request in one priority order.

My legislative staff and I stand ready to assist you in any way to make this budget process as smooth and successful as possible. If you have any questions regarding the process or form, please do not hesitate to contact me or my staff at (850) 487-5003.

Please return the completed form to: [Durham.Melissa@flsenate.gov](mailto:Durham.Melissa@flsenate.gov)

### REPLY TO:

- ☐ 214 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5003
- ☐ 20 East Washington Street, Suite D, Quincy, Florida 32351 (850) 627-9100

Senate's Website: [www.flsenate.gov](http://www.flsenate.gov)

JOE NEGRON  
President of the Senate

7

ANNTERE FLORES  
President Pro Tempore



# The Florida Senate

## Local Funding Initiative Request – Fiscal Year 2018-2019

1. Project Title:
2. Senate Sponsor:
3. Date of Request:
4. Project/Program Description:
5. State Agency to receive requested funds:   
State Agency Contacted?
6. Amount of the Non-Recurring Request for fiscal year 2018-19:

Amount Requested for Operations	Amount Requested for Fixed Capital Outlay	Total Amount of Requested State Funds
<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>
7. Type, amount and percent of matching funds available for this project for fiscal year 2018-19:

Type	Amount	Percent
Federal:	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>
State (Excluding the amount of this request):	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>
Local:	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>
Other:	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>
8. Total Project Cost for fiscal year 2018-19 (includes all requested State funds and any other funding sources):
9. Was the project previously funded by the State?

Fiscal Year(s)	Amount		Vetoed
	Recurring	Non-Recurring	
<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>
<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>
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<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click here to enter text."/>
10. Is future-year funding likely to be requested? If yes, indicate non-recurring amount per year.
11. Program Performance (if needed, include additional documentation):
  - a. What is the specific purpose or goal that will be achieved by the funds requested?
  - b. What are the activities and services that will be provided to meet the intended purpose of these funds?



# The Florida Senate

## Local Funding Initiative Request – Fiscal Year 2018-2019

c. How will the funds be expended?

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits	Click here to enter text.	Click here to enter text.
Other Salary and Benefits	Click here to enter text.	Click here to enter text.
Expense/Equipment/Travel/Supplies/Other	Click here to enter text.	Click here to enter text.
Consultants/Contracted Services/Study	Click here to enter text.	Click here to enter text.
<b>Operational Costs:</b>		
Salary and Benefits	Click here to enter text.	Click here to enter text.
Expense/Equipment/Travel/Supplies/Other	Click here to enter text.	Click here to enter text.
Consultants/Contracted Services/Study	Click here to enter text.	Click here to enter text.
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	Click here to enter text.	Click here to enter text.

d. What are the direct services to be provided to citizens by the appropriations project?

Click here to enter text.

e. Who is the target population served by this project? How many individuals are expected to be served.

Click here to enter text.

f. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Click here to enter text.

g. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Click here to enter text.

12. The owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Click here to enter text.

13. Requestor Contact information:

a. Name and Title:

Click here to enter text.

b. Organization:

Click here to enter text.

c. E-mail Address:

Click here to enter text.

d. Phone Number:

Click here to enter text.

14. Recipient Contact Information:

a. Organization:

Click here to enter text.

b. Municipality and County:

Click here to enter text.

c. Organization type (check all that apply):



# The Florida Senate

## Local Funding Initiative Request – Fiscal Year 2018-2019

- ☐ For-profit Entity
- ☐ Non Profit 501(c) (3)
- ☐ Non Profit 501(c) (4)
- ☐ Local Entity
- ☐ University or College
- ☐ Other (please specify)

Click here to enter text.

d. Contact Name and Title:

Click here to enter text.

e. E-mail Address:

Click here to enter text.

f. Phone Number:

Click here to enter text.

15. Lobbyist Contact Information:

a. Name:

Click here to enter text.

b. Firm:

Click here to enter text.

c. Email Address:

Click here to enter text.

d. Phone Number:

Click here to enter text.

Please complete the questions below for Water Projects only.

16. Have you applied for alternative state funding?

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (Please describe)
- ☐ N/A

Click here to enter text.

17. What is the population economic status?

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C)
- ☐ Rural Area of Economic Concern
- ☐ Rural Area of Opportunity (s. 288.0656, Florida Statutes)

18. What is the status of construction?

Click here to enter text.

19. What percentage of the construction has been completed? What is the estimated completion date?

Click here to enter text.

*The information provided will be posted on the Florida Senate website for public viewing if sponsored by a Senator.*

## City Commission Conference Room

11



**RFP # 2017-14**  
**CDBG Alternate Water Bores**  
**Thursday, October 12, 2017**  
**3:05 P.M.**  
**City Commission Conference Room**

[illegible]

**Code Enforcement 2017 Activity  
As of 10/13/2017**

	Open	Closed	Total	Increase
Unlawful Accumulation	68	317	385	17
Substandard Structure	9	9	18	
Abandoned Vehicle	6	5	11	
Unlawful Sewer	0	1	1	
Land regulation Violation	1	4	5	
Business Lic. Violation	20		20	
Special Master Hearings				
Building Demolition	5	4	9	
Waste Violation	19	222	241	25
Sign Violation		81	81	
Total	128	643	771	42

## **AGREEMENT FOR DISPATCHING SERVICES**

This **AGREEMENT** is entered into by and between the City of Port St. Joe, a municipal corporation existing under the laws of the State of Florida (referred to as "Port St. Joe"), and Mike Harrison, as Sheriff of Gulf County, Florida (referred to as "the Sheriff").

**WHEREAS**, the Sheriff maintains round-the-clock police services; and

**WHEREAS**, the Sheriff and the Police Department would realize a more cost effective dispatching service by sharing resources; and

**WHEREAS**, the Sheriff is willing to provide dispatching services to the Port St. Joe Police Department if the City of Port St. Joe reimburses the Sheriff's applicable costs;

**NOW, THEREFORE**, the parties hereby agree as follows:

**A. SERVICES TO BE PROVIDED BY THE SHERIFF**

The Sheriff agrees to:

1. Provide all police dispatching services required within the corporate limits of Port St. Joe. Calls for such services are to be directed to telephone numbers to be provided to the Sheriff by Port St. Joe, in addition to the 911 calls, and the Sheriff will dispatch Port St. Joe Police units in response to such calls at all times.
2. Provide necessary instruction and training in proper radio use of communications to be established.
3. Maintain a numbered zone or other appropriate means of identification for calls within the City of Port St. Joe.

4. Keep adequate records, including assignment of appropriate case/event numbers, in regards to the handling of calls from the City of Port St. Joe and be responsible for all audits by FDLE.
5. Agree to provide access to Port St. Joe 24 hours a day, 7 days a week to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry, and administrative information systems as required to perform their law enforcement functions.

**B. PORT ST. JOE'S RIGHTS AND RESPONSIBILITIES**

The City of Port St. Joe agrees to:

1. Observe the instructions and procedures to be provided by the Sheriff for the use of radios and for coordination of dispatching efforts under this Agreement.
2. Provide adequate radio equipment compatible with radio equipment utilized by the Sheriff for use of Port St. Joe police units.
3. In situations where the Port St. Joe Chief of Police or another responsible officer needs to dispatch police units, the Sheriff's dispatcher is to be notified as soon as possible as to the nature of the call involved and the location to which a Port St. Joe unit has been dispatched.

4. Supply the Sheriff's Dispatchers with a list of persons who are authorized to direct the dispatching of police units for Port St. Joe City business.
5. If Port St. Joe continues to maintain a telephone number that can be reached during the day for police-related calls, Port St. Joe will make arrangements for calls to this number to be referred to Sheriff's dispatching 24 hours a day.
6. Comply with all terms of the Memorandum of Agreement, including attachments thereto, between the Sheriff and the Port St. Joe Chief of Police. Said agreement is attached hereto and incorporated herein by reference.

C. MUTUAL COOPERATION AND INDEMNIFICATION

1. The Sheriff agrees to dispatch the Sheriff's units into Port St. Joe when:
  - a. A felony-in-progress or life-threatening situation is reported, and
  - b. A unit of Port St. Joe Police Department is unable to respond.Sheriff units that have been dispatched will do what is necessary upon arriving on the scene to assume control of the situation until a unit of the Port St. Joe Police Department arrives and is able to assume control.
2. Units of the Port St. Joe Police Department may be dispatched into areas outside of Port St. Joe, when necessary, to assist a Sheriff's deputy or as otherwise permitted pursuant to the mutual aid agreement in effect between the parties, and for routine calls.



3. The Sheriff and Port St. Joe do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by Section 768.28, F.S., each shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

D. TERM OF AGREEMENT

1. The term of this Agreement shall run from October 1, 2017 through September 30, 2018. Either party may terminate this Agreement of convenience by providing written notification at least sixty (60) days in advance to the other party. In the event of such a termination, payment will be made on a pro rata basis to the date of termination.

E. COMPENSATION

1. The City of Port St. Joe shall pay annually dispatching service fees to the Sheriff of Gulf County based on mutually agreed costs. During the term of this Agreement, the cost to the City of Port St. Joe will be \$71,000.00. The City of Port St. Joe shall pay salaries and benefits from October 1, 2017 through September 30, 2018 in October 2017.
2. The Sheriff and City Commission will annually review the projected dispatch costs.
3. The Sheriff and Port St. Joe do not assume any liability for the acts omissions, or negligence of the other. To the extent permitted by Sections 768.28, F.S., each shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of

or resulting from the performance of their respective operations under this Agreement.

F. MISCELLANEOUS PROVISIONS

1. If Port St. Joe or the Sheriff has any questions or complaints regarding matters covered under this Agreement, these shall be forwarded to either the Sheriff or the Chief of Police of Port St. Joe, as appropriate. If a satisfactory explanation is not provided to Port St. Joe regarding the particular question or complaint within five (5) working days, the Board of City Commissioners may then authorize a written communication to be sent to the Sheriff regarding such question. The Sheriff agrees to respond to such communications within a reasonable time, depending upon the seriousness of the question or problem involved.
2. All amendments to this Agreement shall be in writing and signed by all parties.
3. This written agreement supersedes all previous.

## AGREEMENT

In accordance with policy established by Federal and State authorities for the FCIC/NCIC systems, the Port St. Joe Police Department, hereinafter referred to as "**Owner of the Record**," and the Sheriff's Office of Gulf County, Florida, hereinafter referred to as "**Holder of the Record**" enter in to this Agreement, effective October 1, 2016 with both parties agreeing as follows:

1. The **Holder of the Record** shall be responsible for entering records into the FCIC/NCIC automated system during those shifts that it dispatches for Port St. Joe PD.
2. The **Holder of the Record** shall be responsible for updating all records maintained in the FCIC/NCIC automated system if updates become available while dispatching for Port St. Joe PD.
3. The **Holder of the Record** shall be responsible for confirming a hit on a record.
4. The **Owner of the Record** shall immediately notify the **Holder of the Record** when any record referred to in the Memorandum of Understanding is to be canceled or modified in accordance with applicable NCIC and FCIC standards and requirements.
5. The **Owner of the Record** shall provide complete and accurate supporting documentation to the **Holder of the Record** prior to initial record entries being made.
6. Both parties shall adhere to applicable FCIC and NCIC standards and requirements.

SHERIFF'S OFFICE OF  
GULF COUNTY, FLORIDA

Mike Harrison  
Mike Harrison  
Sheriff of Gulf County, Florida

PORT ST. JOE POLICE DEPARTMENT  
PORT ST. JOE, FLORIDA

\_\_\_\_\_  
James C. "Bo" Patterson  
Mayor

Date: 10-1-17

Date: \_\_\_\_\_



## CODERED® NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of July 27, 2017 (the "Effective Date") by and between ONSOLVE, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Ormond Beach, FL 32174 and the City of Port St. Joe, a body politic and corporate of the State of Florida ("Licensee") located at 305 Cecil Coston Sr. Boulevard, Port St. Joe, FL 32456.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

- 1. License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.  
  
Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with unlimited unique user name(s) and password(s).
- 2. Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
- 3. Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of the City of Port St. Joe, Florida (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
- 4. Term:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined)(the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor. .
- 5. Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: ONSOLVE, LLC at 780 W. Granada Boulevard, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.
- 6. Free Testing and Training Minute Blocks:** Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:



- a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;
- b) Licensee must notify Licenser in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licenser within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;
- c) Any unused minutes are not transferable, and shall only roll over by written agreement; and
- d) Licenser will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

**7. Unlimited Emergency System Minute Blocks:** Licenser will grant Licensee unlimited use of the Service for delivering Emergency Messages within the Calling Area. Emergency Messages are defined as messages delivered for incidents that are an immediate danger to life and/or property. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the unlimited Emergency System Minute bank specified in Exhibit A:

- a) Minutes used for Emergency Messages will be deducted from Licensee's minute bank at the time of using the Service;
- b) Licensee must notify Licenser in writing within 60 days from the date the Service was used for Emergency Messages, specifying qualified project(s) and minutes used, to request that such minutes be designated as free emergency minutes and restored from the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licenser within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free Emergency Messages minutes, and will remain deducted from Licensee's System Minute bank as described;
- c) Any unused minutes are not transferable, and shall only roll over by written agreement; and
- d) Licenser will have the final right to deem all Emergency Messages calling minutes eligible or ineligible for reimbursement under this paragraph.

**8. Discount Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional **one-year** period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement period by one (1) additional year at the end of the Initial Term and each Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then current Renewal Term.** In the event the Agreement is extended:

- a) Licensee's System Minute bank will be replenished to the annual **10,000** minute balance;
- b) Licenser will update its systems to extend the active software License and associated access codes for one additional year of use;
- c) Licenser will invoice Licensee for additional year(s) of Service at the rate of **five thousand dollars (\$ 5,000) per year**; and
- d) Licensee agrees to pay the contract extension fee set forth in this paragraph for all years in the Renewal Term upon receipt of invoice from the Licenser, subject to the terms as set forth in paragraph 5.

**9. Minute Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licenser will immediately refill Licensee's System Minute bank with a block of **1,000** System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licenser for all Additional System Minute blocks upon receipt of invoice from Licenser, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as



needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.

- 10. Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.
- 11. Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
- 12. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
- 13. Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.
- 14. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties,**



**express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

- 15. Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.
- 16. Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.
- 17. Entire Agreement:** As of the Effective Date, this Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties, including but not limited to that certain CodeRED® Services Agreement by and between Licensee and Emergency Communications Network, Inc., effective July 27, 2006 (the "Prior Agreement"), which was rightfully assigned to and assumed by Licensor; provided however, that all fees due under the Prior Agreement prior to the Effective Date herein shall be paid in full to Licensor, and that a failure to pay same shall constitute a breach of this Agreement. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect



that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

- 18. Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensors:** ONSOLVE, LLC, 780 W. Granada Boulevard, Ormond Beach, FL 32174

As to **Licensee:** City of Port St. Joe, Attn: James A. Anderson/City Manager, 305 Cecil Coston Sr. Blvd, Port St. Joe, FL 32456

Either party may change the address provided herein by providing notice as set forth in this paragraph.

- 19. General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.
- 20. Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
- 21. Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensors as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
- 22. Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

**IN WITNESS WHEREOF,** the parties execute this Agreement on the date(s) indicated below.

**Licensee:**  
City of Port St. Joe, Florida

**Licensors:**  
ONSOLVE, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A - Service Charges

Initial Purchase (\$)	Quantity	Cost
CodeRED NEXT License Agreement	<b>1 year</b>	\$ 5,000.00
Credit for payment under Prior Agreement from July 27, 2017-July 26, 2018		<u>\$(5,000.00)</u>
<b>Total:</b>		<b>\$ 0.00</b>
Emergency System Minutes	<b>Unlimited</b>	Included
Annual CodeRED Non-Emergency System Minutes	Up to <b>10,000</b>	Included
Additional System Minutes		<b>\$0.40</b>
Minutes for testing and training	500	Included
CodeRED User pass codes	<b>Unlimited</b>	Included
Distance training session	1	Included
<i>Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum)</i>		
Initial Residential database upload	1	Included
Data/Record Management		Included
CodeRED data collection website	1	Included
CodeRED mapping interface	1	Included
System Setup		Included
Standard mapping data layers		Included
Standard Geocoding		Included
Email		No Charge
Text messaging		No Charge
Annual System Maintenance		Included
Software updates		Included
System Wide kick off call		Included
Universal Callback Number Feature		Included

**Licenser Supplied Database:** "Database Accuracy Updates" ensure that the data population maintained by Licenser under this Agreement undergoes periodic accuracy checks using the Licenser's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licenser.

One annual "Database Accuracy Update" will be performed by the Licenser upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licenser.

3¢ per record in final updated database population.

**Licensee Supplied Database:** A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licenser.

\$100 per hour for database maintenance

**OPTIONAL:** GIS Upload and Hosting upon request:

**\$2,500**

*GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. A full GIS map must be provided to be used in the Service.*

**Professional Services Upon Request:** \$135/hour

Licenser shall perform professional services as requested from time to time by Licensee in its sole discretion.