

EPC COMMISSIONERS

Lesley "Les" Miller, Jr., *Chair*
Victor D. Crist, *Vice Chair*
Ken Hagan
Al Higginbotham
Pat Kemp
Sandra L. Murman
Stacy White



Janet L. Dougherty
Executive Director

Richard Tschantz, Esq.
General Counsel

MEETING LOCATION CHANGED TO 26TH FLOOR

EPC MEETING AGENDA

December 15, 2016 at 9:00 a.m.

601 East Kennedy Boulevard, Tampa, Florida
County Center 26th Floor

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE and INVOCATION

2. CHANGES TO THE AGENDA

3. REMOVAL OF CONSENT ITEM(S) FOR QUESTIONS, COMMENTS or SEPARATE VOTE

4. RECOGNITIONS

- **HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY (HART)** – in appreciation of their sustainability effort to incorporate compressed natural gas buses and vans into their fleet and in recognition for acquiring ISO certification for Environmental Management Systems.
- **HILLSBOROUGH COUNTY PUBLIC SCHOOLS** – in appreciation of their sustainability effort to incorporate propane school buses into their fleet.

5. PUBLIC COMMENT - Three minutes are allowed for each speaker unless the Commission directs differently.

6. CITIZENS' ENVIRONMENTAL ADVISORY COMMITTEE UPDATE

7. APPROVAL OF CONSENT AGENDA

EPC AGENDA ITEMS

A. CONSENT AGENDA

- 1. Approval of EPC Meeting Minutes - October 20, 20162
- 2. Divisional Monthly Activity Reports6
- 3. FY2017 Pollution Recovery Fund (PRF) Budget.....17
- 4. Legal Case Summaries.....19
- 5. Authorize agreement with Vision Technology Solutions, LLC for new website and support22

B. PUBLIC HEARINGS

None

C. REGULAR AGENDA

- 1. Mosaic Report by Dr. Nadim Fuleihan, President of Ardaman & Assoc., Inc.....53
- 2. Yard Trash Processing Facility Informational Report54
- 3. Strategic Planning for 201755

D. EXECUTIVE DIRECTOR REPORT

- 1. Governor's Sterling Award Showcase
- 2. Proposal to hold the January 26, 2017 EPC meeting at the TECO and Florida Aquarium Florida Conservation and Technology Center in Apollo Beach
- 3. 50th EPC Anniversary event to be held off-site on March 30, 2017 in lieu of regular EPC meeting
- 4. Commission appreciation

ADJOURN

Any person who might wish to appeal any decision made by the EPC regarding any matter considered at the forthcoming public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

OCTOBER 20, 2016 - ENVIRONMENTAL PROTECTION COMMISSION - DRAFT MINUTES

The Environmental Protection Commission (EPC), Hillsborough County, Florida, met in Regular Meeting scheduled for Thursday, October 20, 2016, at 9:00 a.m., in the Boardroom, Frederick B. Karl County Center, Tampa, Florida.

The following members were present: Chairman Lesley Miller Jr. and Commissioners Kevin Beckner (arrived at 9:10 a.m.), Victor Crist (arrived at 9:03 a.m.), Ken Hagan (arrived at 9:23 a.m.), Al Higginbotham, Sandra Murman, and Stacy White.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND INVOCATION

▶ Chairman Miller called the meeting to order at 9:01 a.m. Commissioner White led in the pledge of allegiance to the flag and gave the invocation.

2. CHANGES TO THE AGENDA

▶ Ms. Janet Dougherty, EPC Executive Director, reviewed the changes to the agenda.

3. REMOVAL OF CONSENT ITEMS FOR QUESTIONS, COMMENTS, OR SEPARATE VOTE -

▶ None.

4. COMMENDATIONS OR RECOGNITIONS

Girl Scout Troop 1046 - Breathe Journey to Learn About Air Quality

▶ Ms. Dougherty deferred to Mr. Alain Watson, PC, who presented Meses. Kelly Griffing and Micah Bowen, Girl Scout Troop 1046, who spoke on an air quality leadership project. ▶ Ms. Chelsea Bowen, Girl Scout Troop 1046 leader, made further remarks. Dialogue followed.

Carrollwood Day School - Innovative Athletic Field Design to Minimize Wetland Impacts

▶ Ms. Dougherty spoke on the school and introduced Messrs. Ryan Kelly and Nicholas Rodriguez, Carrollwood Day School, who elaborated on the school's athletic field design that minimized wetland impacts and displayed images. Upon discussion, Commissioner Crist wanted County staff to look at the field turf. ▶ Mr. Andrew Scaglione, chairman, Tampa Sports Authority, added comments.

Yuengling Brewery Company of Tampa Bay Incorporated (Yuengling) - Energy Sustainability Project which Reduced Greenhouse Gas Emissions

► Ms. Lora-Ann Webb, EPC, recognized Yuengling for its energy sustainability project and deferred to ► Messrs. Andrew Pickerell and Santo Lazzara, Yuengling, who added remarks. Ms. Dougherty completed the commendation.

5. PUBLIC COMMENTS

► Dr. Joseph Walsh, chairman, Citizens Environmental Advisory Committee (CEAC), referenced the Florida Department of Environmental Protection emergency ruling on spills/releases into the environment, wanted an internal review on County business impacts, opined on public notice requirements, and talked about a recent workshop on the ruling. Commissioner White asked about the EPC being alerted in spill/release situations. EPC General Counsel Richard Tschantz commented on EPC involvement with respect to implementing a rule-making process.

6. CEAC UPDATE

► Dr. Walsh touched on CEAC activities.

7. APPROVAL OF CONSENT AGENDA

EPC AGENDA ITEMS:

A. CONSENT AGENDA

1. Approval of EPC Meeting Minutes - September 15, 2016
2. Divisional Monthly Activity Reports
3. Fiscal Year 2016 Pollution Recovery Fund Budget
4. Legal Case Summaries
5. 2016 Third Quarter Action Plan - Update
6. Select Performance Measure Goals for 2016 - Update

► **Commissioner Beckner moved approval, seconded by Commissioner Murman, and carried six to zero.** (Commissioner Crist was out of the room.)

B. PUBLIC HEARINGS - ► None.

C. REGULAR AGENDA

1. Brownfields and Historic Landfill Redevelopment Programs

▶ Messrs. Hooshang Boostani, Director, EPC Waste Management Division; Ronald Cope; and ▶ Ms. Allison Amram, EPC, elaborated on a presentation, as contained in background material. ▶ Commissioner Beckner sought the Brownfield definition for perceived contamination, which Ms. Amram provided.

2. Executive Director Evaluation

▶ Attorney Tschantz referenced distributed material and suggested allowing a contract amendment to start the review period in October and salary increases within 60 days of the evaluation. ▶ **Commissioner Murman moved to approve the amendment to change the contract to October 1 and authorize the Chairman to sign and approve the contract, seconded by Commissioner White.** After remarks, ▶ **Commissioner White moved to amend the motion to include a 3.5 percent pay raise for Ms. Dougherty, seconded by Commissioner Crist, and carried seven to zero.** ▶ **The original motion carried seven to zero.** Attorney Tschantz verified the increase would be retroactive. Talks followed.

3. Sewage Discharges to Tampa Bay - Follow-up Report

▶ Mr. Thomas Ash, EPC, gave a presentation, as shown in background material and ▶ confirmed no impacts to fisheries for Commissioner White.

4. Mosaic - Update

▶ Ms. Dougherty introduced the item and deferred to Ms. Paula Noblitt, EPC, who supplied a presentation, as exhibited in background material. ▶ Commissioner Murman favored the EPC meet with Tampa Bay Water about well depth monitoring. Ms. Noblitt displayed information. Voicing concern on gross alpha/radium parameters, Commissioner White wanted to determine how the elements were being introduced to the water supply, if additional testing could be done, and directed the EPC to demand transparency from all involved parties. ▶ Commissioner Beckner entreated staff considerations on testing depth/radius and who the citizens could contact for well tests. Commissioner Crist asked about municipal/private bottling companies water testing.

D. EXECUTIVE DIRECTOR REPORT

1. Updates and Other Business

▶ Ms. Dougherty introduced Ms. Abigail Bridges, intern, University of South Florida; announced the upcoming November 16, 2016, EPC Sterling Showcase; the EPC Thanksgiving luncheon; and the EPC 50-year celebration in March 2017; and recognized Commissioner Beckner for his service. Remarks occurred.

ADJOURN

▶ There being no further business, the meeting was adjourned at 10:46 a.m.

READ AND APPROVED: _____

CHAIRMAN

ATTEST:

PAT FRANK, CLERK

By: _____
Deputy Clerk

jh

DRAFT

AIR DIVISION ACTIVITIES
Monthly Input Report
FY17

		OCT	NOV
A. Public Outreach/Education Assistance			
1	Phone Calls	154	157
2	Literature Distributed	0	0
3	Presentations	2	12
4	Media Contacts	1	0
5	Internet	46	50
6	Host/Sponsor Workshops, Meetings, Special Events	0	0
B. Industrial Air Pollution Permitting			
1	Permit Applications Received		
	a. Operating	2	1
	b. Construction	1	0
	c. Amendments / Transfers / Extensions	1	2
	d. Title V Operating:	1	0
	e. Permit Determinations	0	3
2	Permits Issued		
	a. Operating	3	1
	b. Construction	6	1
	c. Amendments / Transfers / Extensions	2	1
	d. Title V Operating	0	1
	e. Permit Determinations	0	3
3	Intent to Deny Permit Issued	0	0
C. Administrative Enforcement			
1	New cases Received	1	0
2	On-going Cases	16	16
3	Notice Of Intent's Issued	0	3
4	Citations Issued	0	0
5	Consent Orders Signed	0	1
6	Contributions to the Pollution Recovery Fund	\$750.00	\$2,250.00
	a. Contributor		
	Tampa Fiberglass		
	Johnson Controls Battery Group		
7	Cases Closed	8	0

**FY 17 - MONTHLY ACTIVITIES REPORT
WASTE MANAGEMENT DIVISION**

Oct

A. ENFORCEMENT

1.	New cases received	-
2.	On-going administrative cases	
	Pending	-
	Active	3
	Legal	3
	Tracking Compliance (Administrative)	26
	Inactive/Referred Cases	2
3.	NOI's issued	1
4.	Citations issued	-
5.	Consent Orders and Settlement Letter Signed	-
6.	Civil Contributions to the Pollution Recover Fund (\$)	\$ -
7.	Enforcement Costs Collected (\$)	\$ -
8.	Cases Closed	1

B. SOLID AND HAZARDOUS WASTE

1.	FDEP Permits Received	0
2.	FDEP Permits Reviewed	1
3.	EPC Authorization for Facilities NOT Requiring DEP Permit	1
4.	Other Permits and Reports	
	County Permits Received	0
	County Permits Reviewed	0
	Reports Received (SW/HW + SQG)	50
	Reports Reviewed (SW/HW + SQG)	75
5.	Inspections (Total)	
	Complaints (SW/HW + SQG)	32
	Compliance/Reinspections (SW/HW + SQG)	17
	Facility Compliance	21
	Small Quantity Generator Verifications	213
	P2 Audits	0
6.	Enforcement (SW/HW + SQG)	
	Complaints Received	32
	Complaints Closed	27
	Warning Notices Issued	1
	Warning Notices Closed	0
	Compliance Letters	176
	Letters of Agreement	1
	Agency Referrals	0
7.	Pamphlets, Rules and Material Distributed	586

C. STORAGE TANK COMPLIANCE

1.	Inspections	
	Compliance	59
	Installation	5
	Closure	4
	Compliance Re-Inspections	13
2.	Installation Plans Received	1
3.	Installation Plans Reviewed	1
4.	Closure Plans & Reports	
	Closure Plans Received	1
	Closure Plans Reviewed	1
	Closure Reports Received	-
	Closure Reports Reviewed	-
5.	Enforcement	
	Non-Compliance Letters Issued	41
	Warning Notices Issued	-
	Warning Notices Closed	-

**FY 17 - MONTHLY ACTIVITIES REPORT
WASTE MANAGEMENT DIVISION**

	Oct
Cases Referred to Enforcement	2
Complaints Received	1
Complaints Investigated	2
Complaints Referred	-
6. Discharge Reporting Forms Received	-
7. Incident Notification Forms Received	2
8. Cleanup Notification Letters Issued	-

D. STORAGE TANK CLEANUP

1. Inspections	27
2. Reports Received	139
3. Reports Reviewed	135
Site Assessment Received	26
Site Assessment Reviewed	31
Source Removal Received	2
Source Removal Reviewed	2
Remedial Action Plans (RAP'S) Received	4
Remedial Action Plans (RAP'S) Reviewed	2
Site Rehabilitation Completion Order/No Further Action Rec'd	1
Site Rehabilitation Completion Order/No Further Action Revw'd	1
Active Remediation/Monitoring Received	35
Active Remediation/Monitoring Reviewed	28
Others Received	71
Others Reviewed	71

E. RECORD REVIEWS	14
F. LEGAL PIR'S	14

**FY 17 - MONTHLY ACTIVITIES REPORT
WASTE MANAGEMENT DIVISION**

Nov

A. ENFORCEMENT

1.	New cases received	3
2.	On-going administrative cases	
	Pending	3
	Active	3
	Legal	3
	Tracking Compliance (Administrative)	26
	Inactive/Referred Cases	2
3.	NOI's issued	-
4.	Citations issued	-
5.	Consent Orders and Settlement Letter Signed	-
6.	Civil Contributions to the Pollution Recover Fund (\$)	\$ -
7.	Enforcement Costs Collected (\$)	\$ -
8.	Cases Closed	1

B. SOLID AND HAZARDOUS WASTE

1.	FDEP Permits Received	1
2.	FDEP Permits Reviewed	0
3.	EPC Authorization for Facilities NOT Requiring DEP Permit	1
4.	Other Permits and Reports	
	County Permits Received	0
	County Permits Reviewed	0
	Reports Received (SW/HW + SQG)	39
	Reports Reviewed (SW/HW + SQG)	77
5.	Inspections (Total)	
	Complaints (SW/HW + SQG)	15
	Compliance/Reinspections (SW/HW + SQG)	30
	Facility Compliance	21
	Small Quantity Generator Verifications	101
	P2 Audits	0
6.	Enforcement (SW/HW + SQG)	
	Complaints Received	15
	Complaints Closed	16
	Warning Notices Issued	0
	Warning Notices Closed	1
	Compliance Letters	771
	Letters of Agreement	0
	Agency Referrals	0
7.	Pamphlets, Rules and Material Distributed	2220

C. STORAGE TANK COMPLIANCE

1.	Inspections	
	Compliance	45
	Installation	7
	Closure	6
	Compliance Re-Inspections	7
2.	Installation Plans Received	5
3.	Installation Plans Reviewed	2
4.	Closure Plans & Reports	
	Closure Plans Received	2
	Closure Plans Reviewed	2
	Closure Reports Received	-
	Closure Reports Reviewed	-
5.	Enforcement	
	Non-Compliance Letters Issued	31
	Warning Notices Issued	-
	Warning Notices Closed	-

**FY 17 - MONTHLY ACTIVITIES REPORT
WASTE MANAGEMENT DIVISION**

		Nov
	Cases Referred to Enforcement	1
	Complaints Received	2
	Complaints Investigated	-
	Complaints Referred	-
6.	Discharge Reporting Forms Received	-
7.	Incident Notification Forms Received	-
8.	Cleanup Notification Letters Issued	-

D. STORAGE TANK CLEANUP

1.	Inspections	7
2.	Reports Received	120
3.	Reports Reviewed	128
	Site Assessment Received	39
	Site Assessment Reviewed	32
	Source Removal Received	2
	Source Removal Reviewed	2
	Remedial Action Plans (RAP'S) Received	2
	Remedial Action Plans (RAP'S) Reviewed	4
	Site Rehabilitation Completion Order/No Further Action Rec'd	2
	Site Rehabilitation Completion Order/No Further Action Revw'd	2
	Active Remediation/Monitoring Received	27
	Active Remediation/Monitoring Reviewed	37
	Others Received	51
	Others Reviewed	71

E. RECORD REVIEWS	13
F. LEGAL PIR'S	14

**FY 17 - MONTHLY ACTIVITIES REPORT
WATER MANAGEMENT DIVISION**

	<u>OCT</u>	<u>NOV</u>
A. ENFORCEMENT		
1. New Enforcement Cases Received	-	1
2. Enforcement Cases Closed	-	-
3. Enforcement Cases Outstanding	9	10
4. Enforcement Documents Issued	-	-
5. Recovered Costs to the General Fund	\$ -	\$ -
6. Contributions to the Pollution Recovery Fund	\$ -	\$ -
B. PERMITTING/PROJECT REVIEW - DOMESTIC		
1. Permit Applications Received	15	22
a. Facility Permit	5	5
(i) Types I and II	-	1
(ii) Type III	5	4
b. Collection Systems - General	5	10
c. Collection systems-Dry Line/Wet Line	6	7
d. Biosolids Disposal	-	-
2. Permit Applications Approved	20	27
a. Facility Permit	5	4
b. Collection Systems - General	3	10
c. Collection systems-Dry Line/Wet Line	-	1
d. Biosolids Disposal	-	-
e. Final Construction approval	12	13
3. Permit Applications Recommended for Disapproval	-	-
a. Facility Permit	-	-
b. Collection Systems - General	-	-
c. Collection systems-Dry Line/Wet Line	-	-
d. Biosolids Disposal	-	-
4. Permit Applications (Non-Delegated)	-	1
a. Recommended for Approval	-	1
5. Permits Withdrawn	-	-
a. Facility Permit	-	-
b. Collection Systems - General	-	-
c. Collection systems-Dry Line/Wet Line	-	-
d. Biosolids Disposal	-	-
6. Permit Applications Outstanding	14	21
a. Facility Permit	7	8
b. Collection Systems - General	3	3
c. Collection systems-Dry Line/Wet Line	4	10
d. Biosolids Disposal	-	-
7. Permit Determination	5	4
8. Special Project Reviews	-	-
a. Reuse	-	-
b. Biosolids/AUPs	-	-
c. Others	-	-

C. INSPECTIONS - DOMESTIC

1. Compliance Evaluation	17	12
a. Inspection (CEI)	7	4
b. Sampling Inspection (CSI)	10	8
c. Toxics Sampling Inspection (XSI)	-	-
d. Performance Audit Inspection (PAI)	-	-
2. Reconnaissance	29	29
a. Inspection (RI)	6	3
b. Sample Inspection (SRI)	-	-
c. Complaint Inspection (CRI)	23	26
d. Enforcement Inspection (ERI)	-	-
3. Engineering Inspections	23	24
a. Reconnaissance Inspection (RI)	3	1
b. Sample Reconnaissance Inspection (SRI)	-	-
c. Residual Site Inspection (RSI)	-	-
d. Preconstruction Inspection (PCI)	5	8
e. Post Construction Inspection (XCI)	15	13
f. On-site Engineering Evaluation	-	2
g. Enforcement Reconnaissance Inspection (ERI)	-	-

D. PERMITTING/PROJECT REVIEW - INDUSTRIAL

1. Permit Applications Received	2	4
a. Facility Permit	-	-
(i) Types I and II	-	-
(ii) Type III with Groundwater Monitoring	-	-
(iii) Type III w/o Groundwater Monitoring	-	4
b. General Permit	1	-
c. Preliminary Design Report	1	-
(i) Types I and II	-	-
(ii) Type III with Groundwater Monitoring	-	-
(iii) Type III w/o Groundwater Monitoring	1	-
2. Permits Recommended to DEP for Approval	2	-
3. Special Project Reviews	2	2
a. Facility Permit	2	1
b. General Permit	-	1
4. Permitting Determination	-	-
5. Special Project Reviews	34	20
a. Phosphate	2	2
b. Industrial Wastewater	11	10
c. Others	21	8

E. INSPECTIONS - INDUSTRIAL

1. Compliance Evaluation (Total)	6	10
a. Inspection (CEI)	6	10
b. Sampling Inspection (CSI)	-	-
c. Toxics Sampling Inspection (XSI)	-	-
d. Performance Audit Inspection (PAI)	-	-
2. Reconnaissance (Total)	11	7
a. Inspection (RI)	-	2

b. Sample Inspection (SRI)	-	-
c. Complaint Inspection (CRI)	11	4
d. Enforcement Inspection (ERI)	-	1
3. Engineering Inspections (Total)	6	5
a. Compliance Evaluation (CEI)	6	5
b. Sampling Inspection (CSI)	-	-
c. Performance Audit Inspection (PAI)	-	-
d. Complaint Inspection (CRI)	-	-
e. Enforcement Reconnaissance Inspections (ERI)	-	-

F. INVESTIGATION/COMPLIANCE

1. Citizen Complaints		
a. Domestic		
(i) Received	16	6
(ii) Closed	15	8
b. Industrial		
(i) Received	7	10
(ii) Closed	8	10
2. Warning Notices		
a. Domestic		
(i) Issued	4	6
(ii) Closed	3	3
b. Industrial		
(i) Issued	2	-
(ii) Closed	-	-
3. Non-Compliance Advisory Letters	6	8
4. Environmental Compliance Reviews	77	99
5. Special Project Reviews	32	36

G. RECORD REVIEWS

1. Permitting Determination	-	
2. Enforcement	-	

H. ENVIRONMENTAL SAMPLES

1. Air Division	46	47
2. Waste Division	-	-
3. Water Division	21	31
4. Wetlands Division	-	-
5. ERM Division	260	198
7. Outside Agency	21	15

I. SPECIAL PROJECT REVIEWS

1. DRIs	-	-
2. ARs	-	-
3. Technical Support	-	1
4. Other	34	19

**EPC WETLANDS MANAGEMENT DIVISION
BACKUP AGENDA
October 2016**

	Totals
A. Assessment Reviews	
1. Wetland Delineations	21
2. Surveys	11
3. Miscellaneous Activities in Wetland	24
4. Mangrove	11
5. Notice of Exemption	7
6. Impact/ Mitigation Proposal	8
7. Tampa Port Authority	103
8. Wastewater Treatment Plants (FDEP)	0
9. DRI Annual Report	0
10. On-Site Visits	97
11. Phosphate Mining	
12. CPA	
13. Pre-Applications	53
14. AG SWM	4
Planning Growth Management Review	
15. Land Alteration/Landscaping	2
16. Land Excavation	0
17. Rezoning Reviews	23
18. Site Development	21
19. Subdivision	33
20. Wetland Setback Encroachment	1
21. Easement/Access-Vacating	0
22. Agriculture Exemption	0
B. Investigation and Compliance	
1. Warning Notices Issued	0
2. Warning Notices Closed	0
3. Complaints Closed	23
4. Complaint Inspections	20
5. Return Compliance Inspections for open cases	18
6. Mitigation Monitoring Reports	0
7. Mitigation Compliance Inspections	21
8. Erosion Control Inspections	0
9. MAIW Compliance Site Inspections	2
10. TPA Compliance Site Inspections	32
11. Mangrove Compliance Site Inspections	1
12. Conservation Easement Inspection	1
C. Enforcement	
1. Active Cases	7
2. Legal Cases	1
3. Number of "Notice of Intent to Initiate Enforcement"	0
4. Number of Citations Issued	0
5. Number of Consent Orders Signed	2
6. Administrative - Civil Cases Closed	1
7. Cases Referred to Legal Department	1
8. Contributions to Pollution Recovery	\$0.00
9. Enforcement Costs Collected	\$382.00

**EPC WETLANDS MANAGEMENT DIVISION
BACKUP AGENDA
November 2016**

	Totals
A. Assessment Reviews	
1. Wetland Delineations	27
2. Surveys	12
3. Miscellaneous Activities in Wetland	26
4. Mangrove	9
5. Notice of Exemption	4
6. Impact/ Mitigation Proposal	5
7. Tampa Port Authority	118
8. Wastewater Treatment Plants (FDEP)	0
9. DRI Annual Report	0
10. On-Site Visits	97
11. Phosphate Mining	
12. CPA	
13. Pre-Applications	57
14. AG SWM	2
 Planning Growth Management Review	
15. Land Alteration/Landscaping	2
16. Land Excavation	1
17. Rezoning Reviews	18
18. Site Development	26
19. Subdivision	34
20. Wetland Setback Encroachment	1
21. Easement/Access-Vacating	1
22. Agriculture Exemption	0
B. Investigation and Compliance	
1. Warning Notices Issued	0
2. Warning Notices Closed	0
3. Complaints Closed	19
4. Complaint Inspections	14
5. Return Compliance Inspections for open cases	13
6. Mitigation Monitoring Reports	0
7. Mitigation Compliance Inspections	29
8. Erosion Control Inspections	0
9. MAIW Compliance Site Inspections	11
10. TPA Compliance Site Inspections	18
11. Mangrove Compliance Site Inspections	0
12. Conservation Easement Inspection	2
C. Enforcement	
1. Active Cases	7
2. Legal Cases	1
3. Number of "Notice of Intent to Initiate Enforcement"	1
4. Number of Citations Issued	0
5. Number of Consent Orders Signed	1
6. Administrative - Civil Cases Closed	0
7. Cases Referred to Legal Department	1
8. Contributions to Pollution Recovery	\$590.00
9. Enforcement Costs Collected	\$300.00



ENVIRONMENTAL PROTECTION COMMISSION

AGENDA ITEM COVER SHEET

Date of EPC Meeting: December 15, 2016

Subject: Pollution Recovery Fund Budget

Agenda Section: Consent Agenda

Division: Water Management Division

Recommendation: Informational Report Only

Brief Summary: The EPC staff provides a monthly summary of the funds allocated and available in the Pollution Recovery Fund.

Financial Impact: No Financial Impact

Background: The EPC staff provides a monthly summary of the funds allocated and available in the Pollution Recovery Fund (PRF). The PRF funds are generated by monetary judgments and civil settlements collected by the EPC staff. The funds are then allocated by the Commission for restoration, education, monitoring, the Artificial Reef Program, and other approved uses.

**ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
FY 17 POLLUTION RECOVERY FUND
10/1/2016 through 11/30/2016**

REVENUE		EXPENDITURES		RESERVES		NET PRF
Beginning Balance	\$ 838,487	Artificial Reef	\$ 33,848	Minimum Balance	\$ 120,000	
Interest	\$ 140	Open Projects	\$ 452,621	Est. FY 18 Budget	\$ 33,848	
Deposits	\$ 16,000			Asbestos Removal	\$ 5,000	
Total	\$ 854,627	Total	\$ 486,469	Total	\$ 158,848	\$ 209,310



PROJECT		Project Amount	Project Balance
FY 12 Project			
USGS Partnership	10131.102063.581990.5370.1188	\$ 25,000	\$ 5,750
		\$ 25,000	\$ 5,750
FY 13 Project			
Community Partnering Program	10131.102073.582990.5370.0000	\$ 15,000	\$ 15,000
		\$ 15,000	\$ 15,000
FY 14 Project			
Lake Magdalene Outfall	10131.102063.582990.5370.1178	\$ 50,000	\$ 50,000
		\$ 50,000	\$ 50,000
FY 15 Projects			
TBW Rock Ponds Wetland Restoration	10131.102063.582990.5370.1247	\$ 50,000	\$ 6,945
East Lake Watershed Edu. & Restoration	10131.102063.582990.5370.1249	\$ 5,012	\$ 5,012
		\$ 55,012	\$ 11,957
FY 16 Projects			
TBW McKay Bay South Oyster Reef	10131.102063.582990.5370.1267	\$ 48,010	\$ 48,010
TBEP Tampa Bay Dredge Hole Habitat	10131.102063.581990.5370.1268	\$ 35,880	\$ 35,880
Keep T.B. Beautiful Trash Free Waters	10131.102063.582990.5370.1269	\$ 30,000	\$ 13,123
H.C. Econ. Development Ag Pest Collect.	10131.102063.581990.5370.1270	\$ 40,000	\$ 26,239
USF Fecal Pollution in Tampa Bay	10131.102063.581990.5370.1271	\$ 50,000	\$ 50,000
Little Manatee River SAV Restoration	10131.102063.582990.5370.1272	\$ 45,832	\$ 45,832
		\$ 249,722	\$ 219,084
FY 17 Projects			
Keep T.B. Beautiful Hills River Poll Prev	10131.102063.582990.5370.1278	\$ 20,160	\$ 20,160
Sun City Ctr Audubon Nature Trail Prop	10131.102063.582990.5370.1279	\$ 20,000	\$ 20,000
H.C. Conservation Bahia Bch Invasive	10131.102063.581990.5370.1280	\$ 31,500	\$ 31,500
FL Aquarium Storm Water Trail Refur	10131.102063.582990.5370.1281	\$ 15,000	\$ 15,000
FL Aquarium Watershed Invest	10131.102063.582990.5370.1282	\$ 55,477	\$ 55,477
		\$ 142,137	\$ 142,137



ENVIRONMENTAL PROTECTION COMMISSION

AGENDA ITEM COVER SHEET

Date of EPC Meeting: December 15, 2016

Subject: Monthly Legal Case Summary – November and December 2016

Agenda Section: Consent Agenda

Division: Legal and Administrative Services Division

Recommendation: None, informational update.

Brief Summary: The EPC Legal Department provides a monthly summary of its ongoing civil, appellate, and administrative matters.

Financial Impact: No Financial Impact anticipated; information update only.

Background: In an effort to provide the Commission with timely information regarding legal challenges, the EPC staff provides this monthly summary. The update serves not only to inform the Commission of current litigation but may also be used as a tool to check for any conflicts they may have in the event a legal matter is discussed by the Commission. The summary provides general details as to the status of the civil and administrative cases.

List of Attachments: Monthly EPC Legal Case Summary

EPC LEGAL DEPARTMENT
MONTHLY REPORT OF LEGAL CASES
November and December 2016

I. ADMINISTRATIVE CASES

David Nall vs. EPC [16-EPC-011]: On December 18, 2015, the Appellant David Nall filed a request for an extension of time to file an Appeal challenging an Agency Delineation Approval. The Extension of Time was granted and the Appellant has until December 26, 2016 to file an appeal in this matter.

Becky Devillier and Sally Marcinek vs. Michelle Prebich and EPC [16-EPC-010]: On October 18, 2016, the Appellants B. Devillier and S. Marcinek filed a Notice of Appeal challenging the issuance of marine construction authorization (TPA MWP #61691). The Appeal was deemed insufficient and an Order Dismissing Appeal with Leave to Amend was issued. The Appellants had until November 3, 2016 to file an amended appeal. No appeal was filed and the case is dismissed.

Jason Medley vs. EPC [16-EPC-009]: On October 12, 2016, the Appellant Jason Medley filed a Notice of Appeal challenging the issuance of marine construction authorization (MAIW Permit #61828). The Appeal was deemed insufficient and an Order Dismissing Appeal with Leave to Amend was issued. The Appellant had until November 7, 2016 to file an amended appeal. No appeal was filed and the case is dismissed.

Michael and Hillary Banks vs. EPC [16-EPC-008]: On October 4, 2016 the Appellants Michael and Hillary Banks filed a notice of Appeal challenging the issuance of marine construction authorization (TPA MWP #61795). After consultation with legal staff, the appeal was withdrawn on October 6, 2016.

Weiner v. Roberts [16-EPC-007]: On July 25, 2016, the Appellant Gary Weiner filed a Notice of Appeal challenging the issuance of the TPA MWP#60883. The parties were in negotiations to attempt to amicably settle the matter. The permit has been modified to remove a portion of the structure and the permit has been reissued and sent to the neighbor for review. If no amended appeal is timely filed challenging the revised permit the matter will be closed. No appeal was filed and an Order Closing file was issued on November 02, 2016.

J.E. McLean, III and RaceTrac Petroleum, Inc. [12-EPC-014]: On October 24, 2012, the Appellants, RaceTrac Petroleum, Inc. and the property owner, filed a request for an extension of time to file an Appeal challenging the Executive Director's denial for wetland impacts on the corner of Lumsden and Kings Avenue. The extension was granted and the Appellants filed an appeal in this matter on December 7, 2012. A Hearing Officer has been assigned and conducted a case management conference. This matter was placed in abeyance as the parties discussed options. A conceptual wetland impact approval letter was sent to the applicant on December 8, 2015 after a modification to the application was submitted. The Appellants have not filed a dismissal as they are waiting for final approval of the proposed project by Hillsborough County.

II. CIVIL CASES

Volkswagen AG, et al. [16-EPC-002]: On March 24, 2016, the EPC filed a complaint against Volkswagen AG, et al. for activities that violate the EPC Enabling Act and the rules promulgated thereunder.

Bank of NY Mellon Trust [15-EPC-012]: On December 4, 2015, the Bank of NY Mellon Trust Company National Association served upon the EPC a Verified Complaint for Foreclosure of Mortgage naming EPC as a Defendant in the matter. There is a bankruptcy stay regarding this matter and the case will remain in abeyance until further action in Bankruptcy Court in the case below: U.S. Bankruptcy Court in re Jerry A. Lewis. This case will be closed as the matter will be addressed in the Bankruptcy matter.

Janet Layer [15-EPC-009]: In December of 2015 the EPC Commission authorized staff to take appropriate legal action against Ms. Janet Layer for failure to comply with various wastewater regulations regarding her operation of the domestic wastewater treatment plant and disposal system at Little Manatee Isles Mobile Home Park in Ruskin. The EPC filed a complaint and counsel for Ms. Layer answered the complaint on August 5, 2016.

U.S. Bankruptcy Court in re Jerry A. Lewis Adversary Proceeding [15-EPC-007]: An Adversary Proceeding pertaining to the ongoing Chapter 13 Bankruptcy Case regarding Jerry A. Lewis (see EPC Case No. LEPC09-011) was entered on October 9, 2013, in the U.S. Bankruptcy Court Middle District of Florida. EPC is defendant in the matter and will seek to protect a monetary judgment awarded to us by the Circuit Court.

Thomas Jennings and Lorene Hall-Jennings [14-EPC011]: On October 7, 2014, the EPC was served with a Declaratory Action challenging the validity of a conservation easement conveyed to the EPC on September 16, 1997. The EPC Legal Department has responded to the lawsuit with an Answer and Affirmative Defenses on October 27, 2014 and the case will move forward as appropriate. On October 12, 2015 the Plaintiff filed a Motion for Judgment on the Pleadings. The EPC responded to the Motion on October 21, 2015. The Plaintiff has scheduled the Hearing on the Motion for November 14, 2016.

Boyce E. Slusmeyer [LEPC10-019]: On Sept 20, 2001, the EPC staff received authority to take legal action for failure to comply with an Executive Director's Citation and Order to Correct Violation for the failure to initiate a cleanup of a petroleum-contaminated property. The Court entered a Consent Final Judgment on March 13, 2003. The Defendant has failed to perform the appropriate remedial actions for petroleum contamination on the property. The EPC filed a lawsuit on October 7, 2010 seeking injunctive relief and recovery of costs and penalties. The property ownership is currently in a probate proceeding and the EPC is waiting for resolution of the matter to move forward.

U.S. Bankruptcy Court in re Jerry A. Lewis [LEPC09-011]: On May 1, 2009, the U.S. Bankruptcy Court Middle District of Florida filed a Notice of Chapter 13 Bankruptcy Case regarding Jerry A. Lewis. On May 26, 2009, the EPC filed a Proof of Claim with the Court. The EPC's basis for the claim is a recorded judgment lien awarded in Civil Court against Mr. Lewis concerning unauthorized disposal of solid waste. The EPC obtained an award of stipulated penalties from the state court. The site remains out of compliance with applicable EPC solid waste regulations and no liens have been paid. The bankruptcy case is ongoing.

Grace E. Poole and Michael Rissell [LEPC08-015]: Authority to take appropriate legal action against Grace E. Poole and Michael Rissell for failure to properly assess petroleum contamination in accordance with EPC and State regulations was granted on June 19, 2008. The property owner and/or other responsible party are required to initiate a site assessment and submit a Site Assessment Report. They have failed to do the required work and the EPC is attempting to obtain appropriate corrective actions.



ENVIRONMENTAL PROTECTION COMMISSION

AGENDA ITEM COVER SHEET

Date of EPC Meeting: December 15, 2016

Subject: Agreement with Vision Technology Solutions, LLC for new website and support

Agenda Section: Consent Agenda

Division: Legal and Administrative Services Division

Recommendation: Authorize EPC Chair to finalize and sign agreement with Vision Technology Solutions, LLC for a new website and related support services.

Brief Summary: EPC's current website is a subsite to Hillsborough County's previous website vendor, CivicPlus. The County moved to a new vendor and to continue as a subsite with the County's new vendor was estimated to cost over \$250,000. EPC has worked with County IIO and County Procurement staff to find a more reasonable cost and EPC staff proposes entering into an agreement with Vision Technology Solutions, LLC, for website development and future support services for approximately \$150,000. This would result in a cost savings of over \$100,000.

Financial Impact: Funding included by the BOCC in the FY2017 EPC budget (\$161,641).

Background:

EPC's current website is a subsite of Hillsborough County's contract with CivicPlus. The County's agreement with CivicPlus ended and the County entered into an agreement with a new website vendor for design, maintenance and hosting of a new County website. EPC staff consulted with County IIO staff regarding becoming a subsite of the County's website and "piggy backing" on the County agreement. EPC's cost to continue as a subsite with the County's new vendor was \$42,000 for licensing fees, \$10,000 for the maintenance fee and \$200,000-\$250,000 for design fees. The total cost for staying as a subsite of the County's new vendor would have been approximately \$252,000. County IIO and EPC MIS staff agreed that that cost was excessive for the needs of the EPC. EPC staff additionally consulted with County IIO and County Procurement staff regarding other website options.

With the assistance of the County Procurement office, staff proposes to select Vision Technology Solutions, LLC (dba Vision), as the EPC's new vendor for design, maintenance and hosting of a new EPC website. The website will improve upon our existing one and provide citizens and customers easier use and access to EPC services. Vision is an experienced company which has completed over 700 municipality websites. The cost for the design, maintenance and hosting for 5 years is \$150,000. The BOCC approved a budget of \$146,041 for design and hosting and additional \$15,600 for maintenance fee for the first year (total \$161,641). The total cost for this 5-year agreement is less than the FY2017 one-year allocation. The procurement process has been streamlined, as this agreement utilizes an existing government contract with the City of Clearwater.

As per EPC policy, any procurement over \$100,000 requires approval from the EPC Commission and a signature from the EPC Chair. The agreement continues to be refined and EPC staff request the Commission delegate to the Chair to execute the final agreement in substantially similar format as the City of Clearwater agreement. Also attached are terms the EPC staff have tentatively agreed to.

List of Attachments: Attachment #1 - Draft Master Services Agreement without Attachments B & C;
Attachment #2 - Excerpt from City of Clearwater's agreement

master services agreement

*for the Environmental Protection Commission
of Hillsborough County*

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties.**"

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("**AUP**") posted at www.visioninternet.com/legal) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, and/or other extra work and services (collectively, the "**Services**"). This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor. Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time.

1.1. Website Development Services. Contractor agrees to provide website development services, as more particularly described in Addendum A, in exchange for payment of fees and compliance with the terms and conditions of this Agreement.

1.1.1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

1.1.2. Contractor will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A. Client further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.

1.2. visionLive™ Subscription Services. Contractor agrees to provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**" and as more particularly described under Addendum B) to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. As used throughout this Agreement, "**VCMS**" shall mean Vision Content Management System™, also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool.

1.2.1. Subscription. Contractor will provide Client a subscription to access and use the VCMS, as more particularly described under Addendum B.

VCMS Licensing Services include:

- Functional enhancements to VCMS components.



- New VCMS Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- **Compatibility with Client's third-party products.**
- Website design services.
- New Products. Contractor may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

1.2.2. Support Services. Support Services is defined as technical support, account management, and education and training for the VCMS; provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, **Monday through Friday excluding holidays ("Business Hours")**, with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes.

1.2.3. Site Improvement Credits. A number of site improvement credits specified under Addendum B will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

1.2.4. Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Agreement. Any changes, alterations or modification requested by the Client to its website and/or intranet may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

1.3. Message Media.

1.3.1. Client Obligations.

1.3.1.1. Client shall use the SMS Messaging Service solely for the provision of content to recipients in compliance with all (i) laws and regulations applicable to the use of the MessageMedia Service, **and (ii) of MessageMedia's instructions concerning access to and/or use of the SMS Messaging Service, including, but not limited to MessageMedia's AUP**. Client shall transmit any material that is restricted content or in contravention of any privacy or copyright rules or any other intellectual property right.



1.3.1.2. Any transaction and all messages submitted under Client's account will be deemed to have been performed or submitted by Client. Customer accepts full responsibility for all aspects of its account, including the content and distribution of its and all third party messages, and actions of all persons in possession of Client's username and password.

1.3.1.3. Common Carriers and MessageMedia may audit message content from time to time and breach of this clause shall result in a breach of Client's **obligations under this Agreement** and potentially the termination of this service. Further, MessageMedia may monitor Client's compliance with the terms of this Section 1.3. and request explicit confirmation of compliance from Client from time to time. Failure to comply may result in suspension of Client's access to the SMS Messaging Service and/or termination of this service. MessageMedia may cease the conveyance of any message it believes to be in violation of this Section 1.3. or its AUP.

1.3.1.4. Except as otherwise expressly set forth herein, Client shall not (i) license or otherwise commercially exploit or make available the SMS Messaging Service to any third party; (ii) **modify, copy, or create derivative works based on the SMS Messaging Service;** (iii) **link to, "frame" or "mirror" any** portions of the SMS Messaging Service, (iv) reverse engineer, or otherwise attempt to discover the source code or underlying structure of the SMS Messaging Service, (v) do anything that may jeopardize or **compromise the security or integrity of any part of MessageMedia's systems or that poses a security or service risk to MessageMedia or to any customer of MessageMedia,** (vi) otherwise access or use the SMS Messaging Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions, or graphics of the SMS Messaging Service, or (vii) otherwise use the SMS Messaging Service in any manner that exceeds the scope of use permitted under this Agreement or in violation of any law or regulation.

1.3.1.5. Client shall ensure that recipients have consented to receive messages and shall cease sending messages to any recipient who indicates in any way a desire not to receive any further messages.

1.3.2. Recipient Information and Disclaimers.

1.3.2.1. Client, on behalf of itself, its recipients and all third parties, hereby grants to MessageMedia the nonexclusive right to access and use certain recipient information as is necessary for MessageMedia to provide the SMS Messaging Service. Client represents and warrants that it and all Third Parties possess all rights, consents and permissions necessary to use and disclose recipient information in connection with the SMS Messaging Service and this Agreement and that it has authority to grant MessageMedia the rights set forth in this Section

1.3.2.2. Client acknowledges that MessageMedia exercises no control over, and will have no liability for, any recipient information. Client will be responsible at all times for maintaining the accuracy, **timeliness and security of its and its recipient's information, and** neither Contractor nor MessageMedia bears liability for the accuracy, loss or damage in part or whole, of such information or failure to store any such information.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be **billed at Contractor's** then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than



ten (10) minutes will be subject to a minimum fee of \$135.

3. Ownership: Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in **Client's website, which are prepared or caused to be prepared by Contractor under this Agreement.** The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants Client a limited, non-exclusive, and non-transferrable subscription to access and use one instance of the VCMS and Dynamic and Interactive Components of the VCMS **to the extent necessary for the Client's use and operation of its website; provided, Client does not** (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. The VCMS provided under this Agreement is not for sale, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

3.3. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by **such Party and being displayed on the Client's web pages** during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

4. Limited Warranty. Contractor warrants that website development and/or custom programming deliverables will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All VCMS programming code developed by Contractor is warranted to be free of any material errors or bugs **that prevent the code from performing as originally intended ("Warranted Problem")**; provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. In the event of breach of the limited warranty in **this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem.** Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT **ON AN "AS IS" BASIS.** In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Service(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the



date of the invoice will be considered delinquent. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

5.1. Website Development

5.1.1. Price. Client agrees to pay and Contractor agrees to perform Website Development services for \$91,420.

5.1.2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

- (a) An initial payment equal to 40% of the total cost;
- (b) **A payment equal to 20% of the total cost upon Contractor's** delivery of the draft homepage design concept(s) to the Client;
- (c) A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a Contractor-hosted development server; and
- (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

5.2. Non-Contractor Hosting. If Contractor is not providing hosting services then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

5.3. Subscription Fees. All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$11,000 beginning the second year of this Agreement. Contractor shall invoice Client \$15,225 per year beginning the third year of this Agreement, which rate shall be increased by five percent (5%) per year, for each subsequent year of the Initial Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. Websites and/or Contractor-hosted intranets exceeding their storage allowance shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Advanced Subsite exceeding 10 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Basic Subsite exceeding 5 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.

6. Contractor's Mark. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Created by Vision" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. Indemnity.

7.1. Indemnification of Contractor. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

7.2. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

7.3. Indemnification of MessageMedia. Client shall indemnify and hold MessageMedia, its affiliates, and their respective officers, directors and employees harmless from and against any and all costs (including reasonable



attorneys' fees), expenses, loss, liabilities, suits, actions, damages or claims or proceedings arising or in any other way connected with any messages sent by Client whether or not the claim is brought or made by a MessageMedia customer, a recipient, or another party; (b) Client's non-compliance with (i) laws and regulations applicable to the use of the MessageMedia Service, and (ii) of MessageMedia's instructions concerning access to and/or use of the SMS Messaging Service, including, but not limited to MessageMedia's AUP; or (c) Client's use of its account or the SMS Messaging Service, or any other person using Client's username and password. Any indemnification right to which Client may be entitled under an agreement with a third party shall pass through and inure to the benefit of MessageMedia.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the County of Hillsborough, State of Florida, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the County of Hillsborough, State of Florida. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

10.2. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

10.3. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

11. Confidentiality. To the extent permitted by law, Contractor's **Confidential Information** shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement. As used in this Agreement, the term "**Confidential Information**" means (a) proprietary information of Contractor, (b) information marked or designated by Contractor as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to the Client as being treated by Contractor as confidential, or (d) information provided to Contractor by third parties that Contractor is obligated to keep confidential. Confidential Information includes, but is not limited to, all files, writings and documents, recordings, including without limitation all information contained therein, all extractions, notes, compilations and summaries prepared or derived therefrom, copyrights, trademarks, service marks, patents, trade secrets, programs, source code, object code, demos, demonstrations (whether in written, oral, graphic, encoded, encrypted, tangible, or intangible forms, in any media whatsoever) including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, computer programs, and codes.

12. Merger and Integration. This Agreement supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein.

13. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. In the event of conflict between an attachment and the terms and conditions of this Agreement, then the following hierarchy of interpretation shall govern:



- 13.1. Terms and conditions of this Agreement;
- 13.2. Final cost and scope of work under Addendum A;
- 13.3. **Contractor's response to Client's request for RFP, RFQ or RFI;**
- 13.4. **Client's RFP, RFQ, or RFI.**

14. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that any presumption relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

15. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to **reasonable attorney's fees and court** and expert costs incurred by reason of such action.

16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement **becomes effective upon Contractor's** receipt of an executed copy of this Agreement.

18. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

19. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 7 (Indemnity), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival) and 24 (No Hire) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.



24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or **retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent** in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement **without Client's consent to an "Affiliate"** of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. **"Affiliate"** shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term. This Agreement will remain in effect for 5 years from the Effective Date ("**Initial Term**"). Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term.

26.1. Termination for Cause. This Agreement may also be terminated by the non-breaching party for cause in the event of a material breach of this Agreement or failure to substantially perform obligations; provided, however, that the non-breaching party has given notice to the defaulting party, which fails to cure the default within 30 days after such notice.

26.2. Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then Client, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Client, except the Client shall pay to the Contractor a sum of money equal to the work completed.

26.3. Obligations upon Termination. Client shall permanently delete all copies of the VCMS upon termination of this Agreement. Client shall have thirty (30) days after termination of this Agreement to export Client content to its server or systems. At **Client's** request, Contractor will assist Client with exporting Client content **to Client's** server or system, which shall be treated as Extra Work.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

Client

Name: _____
 Address: _____
 Phone: _____
 Email: _____
 Fax: _____

Contractor

Name: Associate Counsel, Commercial Contracts
 Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
 Phone: (310) 656-3100
 Email: contracts@visioninternet.com
 Fax: (310) 656-3103



28. Insurance. Contractor shall maintain the following insurance policies during the Term of this Agreement:

28.1. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate.

29.2. Professional Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Professional Liability (Errors & Omissions) Insurance with a limit of not less than \$1,500,000 per occurrence.

29.3. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all non-owned and hired automobiles.

29.4. Workers Compensation. CONTRACTOR shall maintain in force for the duration of the contracted period Workers Compensation Insurance at **Client's** statutory limits.

28. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly **authorized representatives and given effect as of the "Effective Date"** below.

"Client"

ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY

Signature: _____

Name: _____

Title: _____

Date: _____

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION
INTERNET PROVIDERS

Signature: _____

Name: David M. Nachman

Title: Chief Executive Officer

Date: _____

Addendums:

- A Final Scope of Work and Cost
- B Product and Service Descriptions
- C Extra Work (if and when applicable)



Addendum A

Final Scope of Work and Cost

Features Included		Professional Services
1. Project Visioning	Advanced UX Analysis & Consultation: Two days onsite Content Strategy Training: <ul style="list-style-type: none"> Onsite session Approved Information Architecture Approved Wireframe/Homepage Layout	
2. Graphic Design	Approved Homepage Design Approved Interior Page Design Approved Advanced Design	
3. Development & Training	Migration of 500 Pages of Content CMS User Training: <ul style="list-style-type: none"> Two Days On-Site 	
4. Go-live & Maintenance	Final Quality Assurance Check Go-Live Site Launch	
Project Fee	\$91,420	
Software		Software
Software	visionLive Plus Edition visionPulse™ Community Engagement Platform 3 rd Party Components <ul style="list-style-type: none"> Google Translate Integration Message Media 	
Support	Unlimited Technical Support (6 am – 6 pm PT, M – F) Training Webinars and On-Demand Video Library Best Practice Webinars and Resources 30 Site Improvement Credits Account Reviews	
Hosting	Robust Hosting up to 250GB DDoS Mitigation Disaster Recovery Data Security	
Annual Fee	(See following page)	33 of 55

5 Year Cost Summary

Year 1	
Included Professional Services Message Media 1 st Year of visionLive™ FREE	\$91,420
Year 2	
2 nd Year of visionLive (Plus Edition with visionPulse™)	\$11,000
Year 3	
3 rd Year of visionLive (Plus Edition with visionPulse™)	\$15,225
Year 4	
4 th Year of visionLive (Plus Edition with visionPulse™)	\$15,986
Year 5	
5 th Year of visionLive (Plus Edition with visionPulse™)	\$16,786
5 Year Total	\$150,417

Deliver to:
 Information Technology
 City of Clearwater
 100 S. Myrtle Avenue 3rd Floor
 Clearwater, FL 33756-



Purchasing Division
 P.O. Box 4748
 Clearwater, Florida 33758-4748
 Florida Sales Tax Exemption Certificate No. 85-8012740095C-1
 Federal Excise Tax Exemption No. 59-6000-289

Supplier:
 VISION INTERNET PROVIDERS
 222 N SEPULVEDA BLVD STE 1500
 EL SEGUNDO, CA 90245-

BLANKET ORDER BR510822
Effective Date 27-May-2015 Expire Date 31-May-2019

MAIL ORIGINAL INVOICE TO:
 CITY OF CLEARWATER - ACCTS PAYABLE
 100 S. MYRTLE AVE.
 P.O. BOX 4748
 CLEARWATER, FL 33756-5520

Direct all communications on this order to:			<i>Krissie Cook 727-562-4656</i>		
Terms: Net 30 days			F.O.B.: DEST		
Line	Quantity	Unit	Description	Unit Price	Total Price
1	23,433.00	DL	WEBSITE website redesign and hosting services	\$1.00	\$146,041.50
2	6,110.00	DL	CONSULTING ADDL ONSITE CONSULTING DAYS	\$1.00	\$7,000.00
DISCOUNTS: For any discount, time will be computed from date of satisfactory delivery of all items or the date a correct invoice is received, whichever is later.				Total Amount \$153,041.50	

Amounts stated on a Blanket PO are estimated requirements - the City is not responsible for unused portions of the Blanket PO.

This purchase order is subject to the Standard Terms and Conditions posted at:
www.myclearwater.com/gov/depts/finance/index.asp

Alyce L. Bengé
 Alyce L. Bengé, CPPO
 Purchasing Manager



creating what's next for the City of Clearwater

Project Name: Website Redesign and Hosting #22-15

Project Overview

List of Services	Fees
Vision Internet Providers will perform the following services for the City of Clearwater	
<ul style="list-style-type: none"> ➤ Website Development Services ➤ visionLive™ Subscription Services 	<ul style="list-style-type: none"> ➤ \$117,165 ➤ \$15,600 + 5% increase

Contacts

City Project Manager
<ul style="list-style-type: none"> ➤ Name: ➤ Address: ➤ Phone: ➤ Email: ➤ Fax:
City Contract Contact
<ul style="list-style-type: none"> ➤ Name: ➤ Address: ➤ Phone: ➤ Email: ➤ Fax:
Vision Internet Project Manager
<ul style="list-style-type: none"> ➤ Name: ➤ Address: 2530 Wilshire Blvd., 2nd Floor, Santa Monica, CA 90403 ➤ Phone: (310) 656-3100 ➤ Email: ➤ Fax: (310) 656-3103

1

Client's Initials _____

Contractor's Initials SD



Vision Internet Contract Contact

- Name: Contract Administrator
- Address: 2530 Wilshire Blvd., 2nd Floor, Santa Monica, CA
- Phone: (310) 656-3100
- Email: contracts@visioninternet.com
- Fax: (310) 656-3103

terms and conditions

These Terms and Conditions (this "Agreement") are made and entered into effective as of the date of the last signature below by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("Contractor"), and the customer which is a signatory hereto ("Client"). Client and Contractor are sometimes individually referred to as a "Party" and collectively as the "Parties."

1. Services. This Agreement (which includes the Addendum(s) attached hereto) sets forth the entire terms and conditions by which Contractor will deliver and Customer will receive any and all of the services provided by Contractor, including one or more of the following: website development, shared website and database hosting, maintenance, visionLive™ subscription services, professional/support services, content delivery and/or other extra work and services (collectively, the "Services") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) attached to and incorporated into this Agreement in exchange for payment of related fees specified in such Addendum(s) and compliance with the terms and conditions of this Agreement. This Agreement, Client activities and all discussions regarding Client website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client. It is agreed that a designee of Client, [redacted], will be the project manager, with all decision making authority on behalf of Client, for purposes of this Agreement.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("Extra Work"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum E-1, E-2, etc., as applicable, and billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Documents & Data; Limited Licensing of Intellectual Property. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website; and upon payment in full, Contractor also grants a

Client's Initials _____

Contractor's Initials DS



non-exclusive, non-transferrable and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in Client's website which are prepared or caused to be prepared by Contractor under this Agreement. Notwithstanding anything to the contrary, Client understands and agrees that Contractor shall retain all rights, title, and interests in and to all other Contractor intellectual property of any kind or nature including without limitation the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components, and any other Contractor intellectual property.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that all of the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server or delivery of website files to Client ("**Completion**"), as applicable. All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while Client or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is hosting and/or maintaining the website pursuant to one or more Addendums to this Agreement, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon Client's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion. Except as expressly set forth above, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. No Guarantees. Contractor does not warrant any results from the use of any web pages created, hosted and/or maintained under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot and does not guarantee any particular result. Client acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

6. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

7. Legal Use. Client agrees to use its website at all times in strict accordance with, but not limited to, all applicable laws, including local, state, and federal laws. Client hereby agrees that any text, data, graphics, or any other material published by Client on its website is free from violation of or infringement upon copyright,



trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel. Client agrees not to use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other Contractor clients, customers or account holders or other Contractor systems. Client agrees not to use Contractor services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Contractor services at Contractor's discretion.

8. No Indemnity. Each Party is responsible for its own negligence.

9. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Florida, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the Counties of Pinellas and Hillsborough, State of Florida, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the Counties of Pinellas and Hillsborough, State of Florida. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

11. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

12. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

13. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

14. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

15. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

16. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.



17. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

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20. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

22. Survival. The terms and conditions of Sections 3 (Documents & Data; Limited Licensing of Intellectual Property), 4-8 (Limited Warranty through No Indemnity), 10 (Governing Law & Venue), 16 (Prevailing Party), 22 (Survival) and 25 (No Hire) shall survive any termination or expiration of this Agreement.

23. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

24. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

25. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an affiliate of Contractor or in connection with a change of control of Contractor.



27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

28. Contracts; Public Records. Contractor shall comply with public records laws, specifically Contractor will:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Client all public records in possession of the contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client.

Signatures follow.



IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the last signature date below (the "Effective Date").

"Client"

"Contractor"

CITY OF CLEARWATER, FLORIDA

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS

By: William B. Horne II

Signature: [Signature]

Name: William B. Horne, II
Title: City Manager

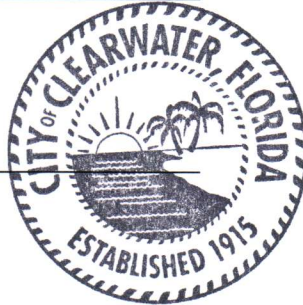
Name: David M. Nachman
Title: Chief Executive Officer

Date: May 26, 2015

Date: 4/29, 2015

Attest:

Rosemarie Call
Rosemarie Call, City Clerk



Countersigned:

- George N. Cretekos
George N. Cretekos, Mayor

Approved as to form:

[Signature]
Matthew Smith, Assistant City Attorney

Addendums:

- A Website Development Services (and/or Other Services, if applicable)
- B visionLive™ Subscription Services
- C Hosting Services: NA
- D Maintenance Services: NA
- E Extra Work (if and when applicable): NA at this time

Client's Initials _____

Contractor's Initials DN



Addendum A

website development services

Included Services

User Task and Goals Finding

Contractor will collaborate with Client to implement the following usability study on Client homepage:

- Survey key stakeholders (up to 6) and visitors (up to 25) in order to identify Client's website's common tasks and goals
 - Client is responsible for gathering the visitors
- Install usability testing software on Client website to generate mouse tracking heat-maps and screen recordings
- Analyze Client's Google Analytics data to identify most visited pages, and entry and exit points
- Create a target audience and user testing of 5 participants
- User accessibility testing with citizens who have disabilities
 - City is responsible for gathering test participants and making available screen reader software

At the end of the usability study, Contractor will deliver a report that includes:

- Survey results
- Heat-map analysis (clicks & mouse movement)
- Most visited pages on Google Analytics
- Discovery of common tasks
- Discovery of goals
- User testing

Navigation Design

The Contractor will consult with Client on how best to organize Client website content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content. The Contractor will deliver the following:

- Homepage layout wireframe
- Approved sitemap

Graphic Design

The Contractor will provide Client with three homepage design concepts for your approval. The Client will select one for implementation in the website. The Contractor will provide revisions of the selected homepage design concept. Upon approval of the final homepage design concept by the Client, the Contractor will provide up to three interior page designs per standard layouts available through Contractor's template builder and visionCMS™ widget requirements. The Contractor will deliver the following:

- Three homepage design concepts
- Approved homepage design
- Up to three interior page templates

Vision Content Management System™ Interactive Components and Features

The Contractor will implement Client's website using the Vision Content Management System™ ("visionCMS™").



Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

The visionCMS™ will be implemented with the following components:

SITE ADMINISTRATION AND SECURITY

- › Audit Trail Log
- › Backend Content Title Search
- › Backend Dashboard
- › Broken Link Reporter
- › Content Review and Publishing
- › Component Manager
- › Content Scheduling
- › Context Sensitive Online Help
- › Departmental Page Restrictions
- › Document Central
- › Drag and Drop Multiple File and Image Uploading
- › Email Address Masking
- › Enhanced User Interface
- › Flexible Site Variable Settings
- › Image Library
- › Page Template Library
- › Personal Toolbar
- › Role-Based Security
- › Scheduled Content Review
- › SiteMaster Template Builder
- › Submission Validation (reCAPTCHA)
- › Recycle Bin
- › Updated and Expired Content Reporting
- › Web Traffic Statistics
- › Widget-based Layout Options
- › Workspace

CONTENT EDITING

- › Advanced WYSIWYG Editor
- › Search and Replace
- › Spell Checker
- › Style Gallery
- › Table Wizard
- › Undo/Redo
- › User Commenting
- › Version Control

ADVANCED NAVIGATION MANAGEMENT

- › Automatic Breadcrumbs
- › Connected Pages
- › Content Categories
- › Dynamic Drop Down Menus
- › Error 404 (Page Not Found) Handling
- › External Link Splash Page
- › Friendly URL Redirect
- › Navigation Control
- › Navigation Redirect
- › Page Linking
- › Quick Links
- › Single-Source Publishing
- › Site Search (Google CSE)
- › Sitemap Generator



USER EXPERIENCE AND INTERACTIVITY

- › Business Directory
- › Business Submissions
- › Community Spotlight
- › Dynamic Calendar System
- › Dynamic Homepage
- › Event Registrations
- › Event Submissions
- › Facilities Directory
- › Facilities Reservations
- › Feedback Form
- › Form Builder
- › Frequently Asked Questions
- › In-page Content Editing
- › Job Application Manager
- › Job Posts
- › News
- › Online Polls
- › RFP Posts
- › Rotating Homepage Banners
- › Service Directory
- › Single Sign On
- › Staff Directory
- › Sticky News

DEPARTMENT MANAGEMENT

- › Department-Level Administration
- › Department-Level Navigation
- › Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- › Audio and Video Embedding
- › Bookmark and Share
- › eNotification
- › Emergency Alert (site wide)
- › Facebook FeedReader
- › Forward to a Friend
- › GovTrack CRM™
- › OneClick Social Networking™
- › Photo Gallery & Slideshow
- › RSS FeedReader™
- › Social Media Feed Reader
- › Twitter FeedReader

ACCESSIBILITY

- › Automatic Alt-Tags
- › Dynamic Font Resizing
- › Dynamic Reader Download Links
- › Printer Friendly Pages
- › Table Accessibility Tools



ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Active Directory Integration
- Responsive Design with visionMobile™
- Advanced Mega Menu (1)
- Subsites (2) with Responsive Designs

Key Component Details

Below are details on key components of the visionCMS™:

Active Directory Integration

It is important for a government website to protect itself from unauthorized users. The Vision CMS includes a user and permission system with encrypted passwords that ensures only authorized staff can login to the backend. Contractor will integrate the VCMS login with Active Directory if needed. Client must provide an internal server to host a web service that can be used for the website to interface with the Active Directory server. SSL is the required protocol for data communication.

Advanced Mega Menu

The Advanced Mega Menu is a fully customizable mega menu. Along with the options to define how many levels of navigation and how many columns to use like standard mega menus, the Advanced Mega Menu also allows users to add extra columns to the mega menu and place widgets in these columns. Each main navigation item mega menu is designed separately so that, for example, hovering over "About Us" would show a different mega menu with different widgets than hovering over "What's New". By default, all of the standard "Box" widgets can be added to the Advanced Mega Menu, such as News, Events, Staff, RFPs, FAQs, Facilities, Jobs, Businesses, and Services, as well as content area widgets, mini calendars and image widgets. More than one widget can be added to a column, stacked on top of each other.

Widget columns can be added before or after the navigation columns, not in between them. Multiple columns can be added to one mega menu. Widgets can only be added to widget columns, not to navigation columns.



Figure 1: The Advanced Mega Menu can give users extra levels of navigation and content.

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Client's Initials _____

Contractor's Initials DN



Subsites with Responsive Design

Subsites allow for individualized and attractive homepages tailored specifically to users' needs. This includes a unique navigation and design while maintaining a layout consistent with the main site to keep the subsite easy to use and navigate. However, while there would be consistency in the websites' layouts, the Subsite could have its own unique look and navigation structure. † Responsive Design features are included with the Subsite.

Subsites provide the same functionality as the main City website since the subsites will use the same backend and have the same interactive components. This means that there is a single VCMS where all content is stored. Through the use of the optional Approval Cycle, each organization would have access to their own content but could also share content, such as calendar and news items.

Contractor will migrate up to 25 pages of content into each subsite; additional pages may be migrated for an additional budget.



Figure 2: A Subsite allows departments to develop their own individualized looks.

Additional HTML Template

The Contractor will provide Client with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

Implementation Stages and Project Schedule

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.



Implementation Step	Avg. Duration
Vision Stage <ul style="list-style-type: none"> Initial kick-off call with Client's project manager Survey preparation and review User task and goals finding Two consecutive onsite brainstorming and planning session 	2 – 4 Weeks
Concept Stage <ul style="list-style-type: none"> Creation of Information Architecture Create conceptual sitemap Homepage layout wireframe 	2 – 4 Weeks
Design Stage <ul style="list-style-type: none"> Unique, custom graphic design Custom icons, buttons, screen elements, and backgrounds Homepage design comp 	3 – 4 Weeks
Development Stage <ul style="list-style-type: none"> Implementation of visionCMS™ Integration of interactive components Migration of up to 2,000 pages of content for the main site Migration of up to 25 pages of content for each subsite 	15 – 31 Weeks
Quality Assurance, Documentation, and Training Stage <ul style="list-style-type: none"> Final testing One day web-based training 	2 – 3 Weeks
Soft Launch & Final Launch <ul style="list-style-type: none"> Move website to production server Completed website Website goes live 	2 Weeks
Total estimated time to launch	36 – 48 Weeks

* The schedule may vary depending on additional components and participant decision times.

Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

1. **Price.** Contractor agrees to perform work set forth in this Addendum A for \$117,165.
2. **Payment.** Client agrees to pay Contractor as follows:
 - (a) An initial payment equal to 20% of the total cost;
 - (b) A payment equal to 20% of the total cost upon Client approval of the homepage wireframe;



- (c) A payment equal to 20% of the total cost upon Client approval of homepage design comp;
- (d) A payment equal to 20% of the total cost upon implementation of the Vision Content Management System on a Contractor's server; and
- (e) A payment equal to 20% of the total cost 21 days from Completion.

3. Non-Contractor Hosting. If Contractor is not to provide hosting services under Addendum B or Addendum C, then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 ("MS-SQL"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

2. Client understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), hereinafter referred to as "Section 508" guidelines on accessibility as follows: Compliance standards will be verified via SortSite™ to be compliant to automatic checkpoints prior to Completion. Client understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by Client or any third party.

3. Contractor may use any web pages developed for the Client in any of its own promotional materials as examples of its work. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

4. Client Content. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party.



Addendum B

visionLive™ subscription services

Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Upgrade Services and Support Services (collectively "**Subscription Services**") as provided below for the Client's Website, which utilizes Contractor's Vision Content Management System ("**VCMS**") developed under a prior agreement by and between Contractor and Client or this Agreement ("**Website Development Agreement**"). Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

Hosting Services. Contractor will provide shared website hosting on a Microsoft Windows Server 2012 R2 and shared database hosting on a Microsoft SQL Server 2012 for one (1) unique VCMS website. Websites exceeding 10GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. The shared server hosting environment is as follows: Quad-core or Hex-core processors; 10 GB~16 GB memory per hosting virtual server; VMware High Availability Configuration; RAID 50 and up Storage Area Network Configuration.

Upgrade Services. Contractor will provide Upgrade Services for improvements made to Contractor's platform which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components (as listed in Addendum A) that were developed under Addendum A or other prior agreement entered into by and between Contractor and Client.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

To receive the Upgrade Services, a non-interrupted Subscription Services Addendum must be in place from time of website launch and the VCMS code must be unmodified. Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

Support Services. Support Services is defined as technical support for the unmodified VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes.



Redesign Services. At the conclusion of year four of uninterrupted Subscription Services, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include design themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Contractor will not develop a sitemap or new content as part of the redesign, but will assist Client in transferring existing content into the new design.

Included Interactive Components and Features. The initial Included Interactive Components and Features pursuant to Addendum A are provided in Client's project, subject to upgrades and revisions based on Contractor's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee.

Customizations. The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to their Website may be subject to a fee to be quoted by a Contractor representative at the time of the request.

Term

Contractor shall provide Subscription Services for a period of four years commencing when the website is hosted on Contractor's production server ("**Initial Term**"). With respect to the Initial Term, unless one Party has given written notice to the other Party of its intent not to renew this Addendum at least thirty (30) days prior to expiration of the Initial Term, this Addendum will continue in effect on a year-to-year basis thereafter until one Party gives written notice to the other of its intent not to renew this Addendum at least thirty (30) days prior to the expiration of any renewal term. If the Term of this Addendum is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Addendum and the Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension Term, except for fees charged as set forth below.

Subscription Fees

Rate: \$15,600 per year payable to Contractor in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, for each year of the Initial Term, and any and all renewal terms. Contractor shall invoice Client annually within thirty days of start of service or any renewal term.

Additional Maintenance Terms and Conditions

1. Website Usage

(a) Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service



mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed on the Client's Website. Client expressly authorizes Contractor to display those images, data, information or other items.

(c) Client shall not misuse any of Contractor's resources or cause any disruption to Contractor's business ("**Misuse**"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) Client shall not use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other parties, including but not limited to, other Contractor clients, customers or account holders or other Contractor systems. Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Contractor's services as a door or signpost to another server.

(e) Client shall not use Subscription Services in a manner in which system or network resources are unreasonably denied to other Contractor clients.

(f) Client will have password access to the VCMS through the Subscription Services. Client agrees to be responsible for keeping all passwords secure and will immediately notify Contractor if a password is lost, stolen or compromised in any way. Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable to any third party and are subject to any limits established by Contractor.

2. The Internet. Client acknowledges that the reliability, availability and performance of resources accessed through the Internet are beyond Contractor's control and are not in any way warranted or supported by Contractor. Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Contractor makes no warranty that any systems accessed will be free of computer viruses. Client is responsible for making backup copies of their files. Client assumes all risk and liability of its use of the Internet.

Client specifically acknowledges that Contractor provides access to other systems not controlled by Contractor including, but not limited to, discussion groups, RSS feeds, websites and databases, that may contain pictures and language intended for adult audiences. Client further understands that Contractor is not responsible for any damages that may result from exposure to such material and Client agrees to hold Contractor harmless from any damages that may result.

3. Domain Name and Secure Digital Certificate. If agreed to under this Agreement, Contractor will apply for a custom domain name of Client's choosing. Contractor cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Contractor shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

4. Breach. If Client breaches any term of this Addendum and/or the Agreement, Contractor reserves the right to suspend access to the Client's Website without prior notice and may terminate this Addendum and/or the Agreement. However, if access is only suspended, Client shall remain liable for all payments due hereunder as if access had not been interrupted.



ENVIRONMENTAL PROTECTION COMMISSION

AGENDA ITEM COVER SHEET

Date of EPC Meeting: December 15, 2016

Subject: Mosaic Gypsum Stack Sinkhole in Polk County

Agenda Section: Regular Agenda

Division: Water Management Division

Recommendation: Informational Report

Brief Summary: EPC will provide the second follow-up report regarding the Mosaic New Wales facility sinkhole and this will include a presentation made by Nadim Fuleihan, President of Ardaman.

Financial Impact: No Financial Impact

Background: Mosaic's New Wales fertilizer facility, located in Polk County just east of County Line Road, experienced a large sinkhole under the phosphogypsum stack in August 2016. The sinkhole resulted in wastewater in the pond on top of the stack to enter the Floridan aquifer. Mosaic is using production wells onsite to recover contaminated groundwater, implementing initial site work to conduct sinkhole remediation and is drilling additional on-site monitoring wells and a back-up production well.

Results from groundwater monitoring wells on Mosaic's property indicate the process water is being contained on-site.

Mosaic's consultant is continuing to conduct private potable well sampling at the citizens' request. The Florida Department of Environmental Protection (FDEP) and the FDOH in Polk County are also conducting potable well sampling. To date, Mosaic and FDEP report that there are no potable well sampling results indicative of impacts from the sinkhole. However, approximately 50 wells out of about 1300 wells sampled so far, have had one or more parameter that did not meet drinking water standards. The FDEP and FDOH are working with the homeowners regarding water quality concerns for those wells that do not meet drinking water standards. Bottled water is still being provided to some homes and there have been a total of over 1400 deliveries to 827 homes.

Mosaic has entered into a Consent Order with the FDEP which addresses continued groundwater monitoring on-site as well as off-site, remedial measures and additional hydrogeological and geotechnical site investigations at this facility and all the other Mosaic active phosphogypsum stacks.

Mosaic's consulting company, Ardaman, will be providing a presentation to the Board regarding the sinkhole and remedial measures.

List of Attachments: None



ENVIRONMENTAL PROTECTION COMMISSION

AGENDA ITEM COVER SHEET

Date of EPC Meeting: December 15, 2016

Subject: Staff Informational Report – Regulation of Yard Trash Processing in Hillsborough County

Agenda Section: Regular Agenda

Division: Waste Management Division

Recommendation: No staff recommendation. Information report only.

Brief Summary: Staff will provide a brief overview of the agency's regulation and permitting of facilities that process yard trash and land clearing debris.

Financial Impact: No Financial Impact.

Background: Based on recent citizen concerns brought to the attention of the Commission members relating to the operation of facilities that process yard trash, land clearing debris and other clean wood materials, staff will provide the Commission with an overview and history of the EPC's program to regulate those facilities.



ENVIRONMENTAL PROTECTION COMMISSION

AGENDA ITEM COVER SHEET

Date of EPC Meeting: December 15, 2016

Subject: Strategic Planning for 2017

Agenda Section: Regular Agenda

Division: Legal and Administrative Services Division

Recommendation: Have Commission provide input to staff on the proposed 2017 Action Plans and vote to accept them.

Brief Summary: Staff will give a brief informational presentation on this year's strategic planning process and seek input on proposed Action Plans for 2017 as well as the Commission Calendar. EPC's Strategic Plan details the planning process and guides the development of new action plans for the coming year. This presentation will summarize the process and offer initiatives for implementation in 2017 to improve EPC's efficiency and services. It will also provide some suggested topics for future meetings and solicit Commission input.

Financial Impact: No additional funds required at this time.

Background: EPC's Strategic Plan calls for the planning cycle for the coming year to begin in November and run through December. During this period, staff meets on numerous occasions to carry out a ten step planning process to develop new initiatives for the next calendar year. Starting with the Mission, Vision and Values; EPC reviews input from their many feedback groups and customer surveys to look for ways to improve how we do business. These ideas for improvement are packaged into action plans and vetted through senior staff before going to the Commission at the December meeting. Once Commission input is received, staff finalizes the action plans and puts together a schedule which is memorialized in the 2017 Strategic Plan.

Staff is seeking a Commission vote to accept the action plans as proposed and then amended per the Commission's direction. There are some costs associated with these action items and estimates will be provided. For the most part these costs are minimal and absorbed in the existing budget. Some may require more significant expenditures and those will be included in the regular budget cycle for full Commission review.

List of Attachments: None