



AGENDA

COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place

October 15, 2015
9:00 a.m.

Notice: This meeting is televised live on ECTV and recorded for rebroadcast on the same channel. Refer to your cable provider's channel lineup to find ECTV.

1. Call to Order

(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)
2. Was the meeting properly advertised?
3. Pensacola Beach Open Container Ordinance
(Commissioner Grover Robinson/Alison Rogers - 30 min)
 - A. Board Discussion
 - B. Board Direction
4. Accela Hosting Agreement
(Donald R. Mayo/Shawn Fletcher/Chip Simmons - 15 min)
 - A. Board Discussion
 - B. Board Direction
5. Interim Recycling
(Pat Johnson - 30 min)
 - A. Discussion
 - B. Board Direction
6. Bob Sikes Bridge Toll Plaza System Upgrades - SunPass
(David Forte/Alison Rogers - 30 min)
 - A. Board Discussion
 - B. Board Direction

7. Jail Update
(DLR Group & Staff - 90 min)
 - A. Board Discussion
 - B. Board Direction

8. LOST (Local Option Sales Tax) Economic Development Trust Fund Ordinance
(Alison Rogers - 15 min)
 - A. Board Discussion
 - B. Board Direction

9. Adjourn

Committee of the Whole

3.

Meeting Date: 10/15/2015

Issue: Pensacola Beach Open Container Ordinance

From: Alison Rogers, County Attorney

Information

Recommendation:

Pensacola Beach Open Container Ordinance

(Commissioner Grover Robinson/Alison Rogers - 30 min)

A. Board Discussion

B. Board Direction

Attachments

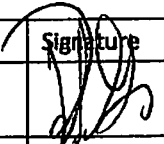

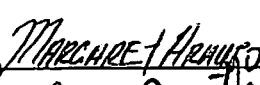
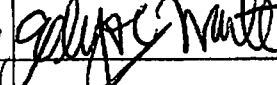
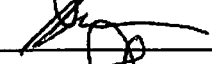

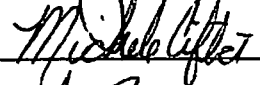



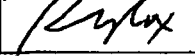
Petition

Draft Ordinance

Boardwalk Merchants

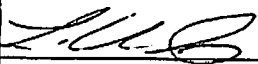






Petition to Ban Open Containers on the Public Areas of Pensacola Beach Boardwalk, excluding the Restaurant Outdoor Seating Areas Subleases

Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to support the Alcohol Ban Ordinance on Pensacola Beach Boardwalk prohibiting the possession of open alcohol containers in the public areas not defined by the Boardwalk subleases for outside seating. Alcohol consumption is permitted within the outdoor restaurant seating boundaries, during restaurant hours, if said alcohol was purchased from the restaurant.
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Printed Name	Signature	Business Name	Comment	Date
Robert Glenn		Bamboo Willie's		9-1-15
Laura Pinzone		Papas Pizza		9-1-15
Michael Puzos		Papas Pizza		9-1-15
Margaret Brown		International Boutique		9-1-15
Elise Nove		Ernie Boutique		9-1-15
SEAN ROGAN		Cactus Flores		9-1-15
Ercan Ciftci		Boardwalk Cafe		9-1-15
Michele Ciftci		Boardwalk Cafe		9-1-15
Tom Paxton		Islanders		9-1-15
Robert L. Fox		Hemingway's		9-2-15
Robert L. Fox		Hooters		9-2-15
Robert L. Fox		Bamboo Willie's		9-2-15

Petition to Ban Open Containers on the Public Areas of Pensacola Beach Boardwalk, excluding the Restaurant Outdoor Seating Areas Subleases

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Printed Name	Signature	Business Name	Comment	Date
L. Brian Smith		Hooters		9-2-15
Joan A. Clayton		Go Sista Clothing + Jewelry		9-14-15
JOHN HAMBLETON, JR		ISLANDERS COASTAL OUTFITTER		9/15/15
Robert Babcock		Boulevard Cakes Flowers Boulevard Wine Bar		9/14/15
ROBERT RINE		MASTER LICENSED USER		9/15/15
Jim Rogar		P.B.A. manager		9/22/15
Jule Keerra		Quintessential Ent. Inc. Jule Keerra Keerra		9/23/15

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING PART 1, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES IN PUBLIC AREAS ON PENSACOLA BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to §125.01(1)(o) and (w) and Chapter 562, Florida Statutes; and

WHEREAS, the Board of County Commissioners finds that prohibiting the possession, consumption, and sale of alcoholic beverages in public areas on Pensacola Beach better ensures the continued health, safety and welfare of the citizens of Escambia County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment serves an important public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Chapter 6, Article III, Section 6-4 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Sec. 6-4. –Alcoholic beverages in public areas on Pensacola Beach.

- (1) *Legislative intent.* The intent of this section is to prohibit the possession, consumption or sale of alcoholic beverages in public areas on Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas on Pensacola Beach.
- (2) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to possess, consume or sell alcoholic beverages on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park, playground, recreational facility, or other public area on Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling alcoholic beverages on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways. For purposes of this section, an "alcoholic beverage" means any beverage containing more than one percent of alcohol by weight.

(3) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(4) *Enforcement and Penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

Section 2. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

Committee of the Whole

4.

Meeting Date: 10/15/2015

Issue: Accela Hosting Agreement

From: Donald R. Mayo, Building Official/Department Director

Information

Recommendation:

Accela Hosting Agreement

(Donald R. Mayo/Shawn Fletcher/Chip Simmons - 15 min)

A. Board Discussion

B. Board Direction

Attachments

Accela Hosting Agreement Memorandum

COW Recommendation for Approval of Accela Hosting Agreements

Accela Subscription (Hosting) Agreement

Accela Hosting Agreement IVR

Accela Maintenance Agreement IVR



Board of County Commissioners • Escambia County, Florida

Donald R. Mayo
Building Official/Department Director

Building Services Department

DATE: October 10, 2015

RE: ACCELA HOSTED FEE

Presented by: DONALD R. MAYO, Building Services Department Director
SHAWN FLETCHER, Information Technology Department Director

The Board of County Commissioners (“Board”) purchased the Land Records Management System from Accela, Inc. on October, 2006. Prior to the Board’s vote to purchase this system, three (3) applicants responded to a properly advertised RFP. Accela, Inc. was selected and the Building Inspections Division (“BID”), Development Services Department (“DSD”) and Environmental Code Enforcement (“CE”) went live with Accela Modules in September 2008, as a self-hosted entity, reporting software issues with Escambia County’s Information Technology Department (“IT”), and contracting annually with Accela, Inc. for maintenance. BID and IT each pay 50% of the annual maintenance fees, (i.e., BID pays from its Fund 406 and IT is responsible for DSD and CE).

Accela is the sole source provider of technical support, software updates and maintenance for the same per correspondence received from Colin M. Samuels, General Counsel and Assistant Corporate Secretary for Accela, Inc.

It has been determined that it is in the best interest of the citizens of Escambia County to change from a self-hosted environment to an Accela hosted environment wherein BID, DSD and CE will move toward enhancement in information technology maintenance and upgrades; automation of customer service improvements and building permit services, including but not limited to: apply and pay for permits online, at any time; pay for re-inspection fees online, at any time, apply for and pay for contractor licensing renewals online, schedule inspections, check project’s status, and print permits online, at any time.

Additionally, moving forward, Escambia County will be able to better manage building and planning processes, build a stronger connection with the developers, contractors and citizens of Escambia County, and most importantly, get things done in less time.

FUNDING

There will be an increase in annual costs associated with moving to Accela hosted versus the County as host and paying Accela for annual maintenance costs.

Escambia County's current annual Maintenance Fee Agreement is \$136,465.00, with both BID and IT each budgeted for their responsible 50% on behalf of BID, DSD and CE. The Maintenance Fee Agreement provides for an annual 3% fee increase each year.

The initial costs for transitioning to Accela hosted are:

A. Accela Civic Platform Subscription Fee:	\$222,536.82
B. Accela IVR Hosting and Maintenance Fee:	22,693.70
C. Accela Professional Services (fixed price for system migration) ¹	42,365.00
D. Accela Professional Services (Time & Materials Hours for Report Migration) ²	<u>48,000.00</u>
Total for initial migration to Accela Hosted:	\$335,595.52 (BID/IT 50% each)

¹ The Professional Services – Fixed Price for System Migration, a one-time fee to move Land Record Management Data from Escambia County Servers and databases to the “cloud” and to complete stabilization of the system from the upgrade performed back in March 2015.

² The Professional Services – Time & Materials Hours for Report Migration, a one-time fee to correct Reports, (i.e., permit forms, Certificate of Occupancy, Management Reports, Citations, Notices of Violation, etc.) that are required for tracking purposes, financial updates, and all other forms/reports used by BID, DSD and CE.

In keeping the transition cost neutral, the following funding sources are available:

- Funding:
- Fund 406, Building Inspection Fund - \$167,797.76
 - Maintenance - \$77,732.50 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee – \$98,500.00

 - Fund 001, General Fund - \$167,797.76
 - Maintenance - \$77,732.50 (currently budgeted)
 - Subscription – \$42,846.62
 - Subscription - \$31,000.00
 - Implementation of \$5 Construction Technology Fee - \$20,000.00

Implementation of a \$5 Construction Technology Fee Surcharge for all permits issued by BID and DSD will provide for a “cost neutral” transition based on 19,700 total permits issued by BID and 4000 applications/permits issued by DSD in FY2013-14. The Fee Surcharge has been discussed with the local Homebuilders Association and has been recommended by the Building Inspections Division Investment Fund Advisory Board (“IFAB”). IT will realize an annual savings of \$42,846.62 by no longer paying maintenance subscription fees for Oracle servers that provide data assistance to Accela.

/sgg



Board of County Commissioners • Escambia County, Florida

Donald R. Mayo
Building Official/Department Director

COMMITTEE OF THE WHOLE

DEPARTMENT: Building Services & Information Technology
FROM: Donald R. Mayo, Building Services Department Director
DATE: October 12, 2015
ISSUE: ACCELA HOSTED FEE AGREEMENT

RECOMMENDATION:

Recommendation Concerning Approval of the Accela Hosted (Subscription) Fee Agreements and Implementing a \$5 Construction Technology Fee on All Permits Issued from the Building Inspections Division and Development Services Department – Donald R. Mayo, Building Services Department Director

That the Board take the following action concerning approval of the Accela Subscription (Hosted) Fee Agreements and implementing a \$5 Construction Technology Fee on all permits issued from the Building Inspections Division and Development Services Department.

- A. Approve, subject to legal sign off, the Subscription Agreements for Accela hosting of the Land Records Management System by Accela, Inc. per the terms and conditions Accela SOF Number: Q-04771 in the amount of \$335,595.52;
- B. Authorize the Chairman, subject to legal sign off, to sign the Accela Subscription (Hosting) Agreements and all related documents required to implement the migration from self-hosted to Accela hosted;
- C. Authorize implementing a \$5 Construction Technology Fee Surcharge for all permits issued by the Building Inspections Division and Development Services Department; and
- D. Approve the effective date of December 1, 2015, for implementing of the \$5 Construction Technology Fee Surcharge.

- Funding: Fund 406, Building Inspection Fund - \$167,797.76
- Maintenance - \$77,732.50 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee – \$98,500.00
- Fund 001, General Fund - \$167,797.76
- Maintenance - \$77,732.50 (currently budgeted)
 - Subscription – \$42,846.62 (currently budgeted)
 - Subscription - \$31,000.00 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee - \$20,000.00

BACKGROUND:

It has been determined that it is in the best interest and best business practices of the citizens of Escambia County to change from a self-hosted environment to an Accela hosted environment wherein BID, DSD and CE will move toward enhancement in information technology maintenance and upgrades; automation of customer service improvements and building permit services, including but not limited to: apply and pay for permits online, at any time; pay for re-inspection fees online, at any time, apply for and pay for contractor licensing renewals online, schedule inspections, check project's status, and print permits online, at any time.

Additionally, moving forward, Escambia County will be able to better manage building and planning processes, build a stronger connection with the developers, contractors and citizens of Escambia County, and most importantly, get things done in less time.

Accela is the sole source provider of technical support, software updates and maintenance for the same per correspondence received from Colin M. Samuels, General Counsel and Assistant Corporate Secretary for Accela, Inc. The Board purchased the Land Management Software in October 2006 after receipt of two responses to an RFP; Accela, Inc. and Permits Plus were reviewed and Accela was selected. Permits Plus has recently acquired by Accela, Inc.

BUDGETARY IMPACT:

- Funding: Fund 406, Building Inspection Fund - \$167,797.76
- Maintenance - \$77,732.50 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee – \$98,500.00
- Fund 001, General Fund - \$167,797.76
- Maintenance - \$77,732.50 (currently budgeted)
 - Subscription – \$42,846.62 (currently budgeted)
 - Subscription - \$31,000.00 (currently budgeted)
 - Implementation of \$5 Construction Technology Fee - \$20,000.00

LEGAL CONSIDERATIONS/SIGN-OFF:

The Subscription Agreements will be reviewed for legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Escambia County Code of Ordinances of Escambia County, Florida, Chapter 46, Finance.

IMPLEMENTATION REQUIREMENTS:

The Building Services Division and Information Technology Department will coordinate the migration to Accela Hosted. The Building Inspections Division and Development Services Department will provide advance notice to their customer base by PIO General Alert; several BID e-Blast Announcements, and Notice distributed with each permit/application issued

COORDINATION WITH OTHER AGENCIES/PERSONS:

N/A



Attn: Sue Garrett
 SOF Number: Q-04771
 Date: August 20, 2015
 Customer: Escambia County, FL
 Subscription Agreement: Version 102114a
 Proposed By: Jeffrey Reese

Bill To:
 Escambia County, FL
 Building Inspections Div.
 3300 N. Pace Blvd.
 Suite 300
 PO Box 17248
 Pensacola, Florida 32522-7248
 United States

Ship To:
 Escambia County, FL
 2nd Floor, Matt Langley Bell, III Building
 213 Palafox Place, Room 230
 Pensacola, Florida 32522-7248
 United States

Payment Terms & Conditions

Payment Term: Net 30
 PO Required: Yes
 PO Number:

Service Start Date: On Delivery Date
 Service End Date: 12 Months from Delivery Date
 No. of Annual Terms: 5
 Billing Frequency: Annual

Other Terms & Conditions

- Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.
- If the Agency requires additional on-site assistance, a separate estimate and Statement of Work will be provided.
- Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.
- Annual subscription fees will not increase by more than 3% over the previous year's fees during the initial five year term.
- Customer may terminate the Subscription Services for its convenience and without cause at any time during the term by providing written notice to Accela at least thirty (30) days prior to the intended date of termination. No refund or credit will be provided in the event of termination.

Alternative Terms Disclaimed

The parties expressly disclaim any alternative terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Subscription

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
SS10AFMSAS0001	Accela Civic Platform - Subscription User Initial	100	USD 2,388.00	USD 238,800.00	USD 214,920.00
SS10AACAPOP0001	Accela Citizen Access - Subscription Population Initial	253,894	USD 0.03	USD 7,616.82	USD 7,616.82
	Subtotal			USD 246,416.82	
Subscription TOTAL:					USD 222,536.82

Customer
 Signature _____
 Print Name Steven Barry, Chairman
 Title _____
 Date _____

Accela, Inc.
 Signature _____
 Print Name _____
 Title _____
 Date _____

Fax: Attn. of Contracts Administration at (925) 407-2722.
 Email: contractsadmin@accela.com
 Mail To: Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3,
 San Ramon, CA 94583

THANK YOU FOR YOUR BUSINESS!

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

1. As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".

2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

3. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term.

4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the

subscription term, rounded-up to the nearest full month.

5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights

hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. **Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

9. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will

implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

10. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

11. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing, can be objectively verified, and the Subscribed Services are being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as $U=O/(M-P)*100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

<i>Uptime</i>	<i>Credit</i>
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to

contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

14. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

15. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

16. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:

- (i) a copy of its data in a database dump file not more than once per calendar quarter, ;
- (ii) an APO property conversion upload, not more than twice per annual term, and
- (iii) a Crystal Report placement not more than ten (10) times per annual term.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents,

as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

17. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.

18. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

19. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

20. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, Accela will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

21. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations,

computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

22. ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE

COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

25. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

26. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, 22, and 27 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period. Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

27. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

HOSTING AGREEMENT

- | | |
|---|--|
| <p>1. <u>Parties</u> ACCELA
 Accela, Inc.
 2633 Camino Ramon, Suite 120
 Bishop Ranch 3
 San Ramon, California 94583
 Attention: Contracts Administration
 T: 925.659.3200
 F: 925.407.2722
 e-Mail: contractsadmin@accela.com</p> | <p>CUSTOMER
<u>Steven Barry, Chairman</u>

Attention: _____
T: _____
F: _____
e-Mail: _____</p> |
|---|--|

This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this HA to Accela no later than _____, 201____, this HA is effective as of the date of Customer's signature and will continue for a period of _____ (____) years. Customer may elect to continue these hosting services for an additional annual term by paying to Accela the fees associated with said additional term when these are due. Such fees will be calculated as the prior term's annual fees plus an increase of five percent (5%).

2.2 Termination Either party may terminate if the other party materially breaches this HA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this HA, all rights granted to Customer are cancelled and revert to Accela.

3. Hosting Services

3.1 Scope of Hosting Services Accela will provide the hosting services described in this Section and in Exhibit A for the following software products ("Hosted Applications"):

- _____

3.2 System Administration and Security The Hosted Applications will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

3.3 Infrastructure Availability Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to live-production Hosted Applications unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which must be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, Accela warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine

percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, Accela will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to Accela, can be objectively verified, and the Hosted Application is being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

3.4 **Warranty** Accela will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to Accela for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 **System Availability and Performance** The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to 99.0%	15% of pro-rated monthly hosting fees
Less than 99.0% but greater than or equal to 95.0%	35% of pro-rated monthly hosting fees
Less than 95.0%	100% of pro-rated monthly hosting fees

4. Customer Property Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to Accela. Customer retains full ownership of its data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, Accela will provide Customer with:

- (i) a copy of its data in an Oracle database dump file, not more than once per calendar quarter,
- (ii) an APO property conversion upload, not more than twice per annual term, and
- (iii) a Crystal Report placement, not more than ten (10) times per annual term.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that Accela provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays all unpaid amounts due to Accela. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, Accela will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

4. Compensation

- 4.1 Hosting Fee In exchange for the Hosting Services described hereinabove, Customer will pay to Accela a hosting fee of _____ (\$_____). Said hosting fee is a fixed-price deliverable for which full payment is due upon signing.
- 4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described herein. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

5. Confidentiality

- 5.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
 - b) information which is available to Recipient from a third party without violation of this HA or Disclosing Party's intellectual property rights;
 - c) information disclosed pursuant to Subsection 6.4 below;
 - d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
 - e) information which is subpoenaed by governmental or judicial authority; and
 - f) information subject to disclosure pursuant to a state's public records laws.
- 5.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this HA ("Confidentiality Term").
- 5.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for

Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

- 5.4 **Publicity** During the term of this HA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

6. Other Terms and Conditions

- 6.1 **Limitation of Liability** Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.
- 6.2 **Force Majeure** If either party is delayed in its performance of any obligation under this HA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 6.3 **Dispute Resolution** This HA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this HA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this HA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this HA will not prevent that party from thereafter objecting to that breach or any other breach of this HA.
- 6.4 **Assignment** Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.
- 6.5 **Survival** The following provisions will survive the termination or expiration of this HA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the

exception of Subsection 6.4; and Section 7 and all subsections thereof with the exception of Subsection 7.2.

6.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

6.7 Severability and Amendment If any particular provision of this HA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this HA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this HA will be effective unless it is described in writing and signed by the Parties.

ACCELA

CUSTOMER

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Its _____
(Title)

Its _____
(Title)

Dated: _____
(Month, Day, Year)

Dated: _____
(Month, Day, Year)

Exhibit Follow.

END OF DOCUMENT

EXHIBIT A Hosting Services

Accela will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. Accela will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy
- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The proposed solution shall operate with an Oracle database backend.

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions and customers.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

Accela will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

Accela shall provide a PCI compliant infrastructure for deployment within the proposed data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the Accela applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela will provide operational services to support the infrastructure and operating environment.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, test, production and staging environments.

Accela shall provide a business continuation strategy that can be implemented in the event of catastrophic failure at the Accela's primary site; such a strategy will provide that the Accela backup site will be live and functional within 24 hours.

Accela shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

Accela contracts for extended warranty services. In the event that warranty services are required, Accela shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

Accela shall perform daily backups of the data using Oracle RMAN-based, compressed backup sets. . The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage

system. Accela's backup strategies and fully redundant DR site ensure that a complete system rebuild of data will not be necessary.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than 43 minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

Accela will provide the customer with a full database export on a quarterly basis. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week. Data exports will be posted to the Accela FTP site within 72 hours of the request.

Accela will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, Accela shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware.

1. Accela will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela will provide a mirrored backup of the system.
2. Accela will provide, manage and maintain, for the System, the physical hardware, racks, and switches. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela will perform the following tasks:

- Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)

- Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
- Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage

D. Facilities Services

Accela will provide a PCI compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela will perform the following:
 - Provide the operational support processes required for up/down monitoring
 - Document and track all detected problems using the site problem management process
 - Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela will perform the following:
 - Perform systems operation functions such as power on/off and start/stop/reset device intervention
 - Monitor vendors on the Accela premise performing work maintenance or problem resolution work
 - Maintain responsibility for procuring any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. Accela will perform the following:
 - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
 - Monitor system software status and take necessary action to resolve any issues
 - Perform operation system software tuning as required to maintain daily operations for Accela-provided services
 - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
 - Install patches per vendor instructions for security exposures deemed critical by the vendor
 - Participate in the identification of connectivity and associated network problems
 - Plan and implement necessary changes for the System
 - Document and track all configuration management changes using the site change management process
 - Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system and flat-file data.
2. Accela will perform the following:
 - Design and implement the backup Plan
 - Perform backups

- Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service rate in the Contract.
- Monitor backup processes and verification of successful completion
- Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. Accela will perform to following:
 - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
 - Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
 - Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
 - Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela will provide server management services.

K. Hardware Management

Accela will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela will provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela will provide multiple ways to recover data:

- Use of Oracle's flashback technology at either the query or table level
- Mounting of the latest snapshot as a cloned database to retrieve data
- Use of the logical export to restore the data to a new database to export it.
- Use of RMAN to perform a point-in-time recovery of the data files and archive logs to an isolated cloned instance

Use of RMAN to perform a point-in-time recovery of the database proper Switchover/Failover to the DR site in case of a severe primary site outage.

END OF DOCUMENT

MAINTENANCE AGREEMENT

1. **Parties**
- | | |
|-------------------------------------|-------------------------------|
| ACCELA | CUSTOMER |
| Accela, Inc. | <u>Steven Barry, Chairman</u> |
| 2633 Camino Ramon, Suite 500 | _____ |
| Bishop Ranch 3 | Attention: _____ |
| San Ramon, California 94583 | T: _____ |
| Attention: Contracts Administration | F: _____ |
| T: 925.659.3200 | e-Mail: _____ |
| F: 925.407.2722 | |
| e-Mail: contractsadmin@accela.com | |

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 **Term** Provided that Customer signs and returns this MA to Accela no later than _____, 201__, this MA is effective as of the date of Customer's signature and will continue for a period of _____ (____) years. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; said fees will not increase by more than ten percent (10%) from the maintenance fees for the preceding term. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.
- 2.2 **Termination** Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to Accela.

3. Scope of Maintenance

3.1 Maintenance Services

- 3.1.1 **Telephone Support** Accela will provide Customer with a telephone number to contact Accela Customer Support, Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.
- 3.1.2 **E-Mail Support** Accela will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours.
- 3.1.3 **Online Support** Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.

- 3.1.4 **Remote Support** When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.
- 3.1.5 **On-Site Support** If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.
- 3.1.6 **Software Updates** Accela will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by Accela. Software updates will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.

3.2 **Maintenance Limitations**

- 3.2.1 **Limitations Generally** The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:
- a) Services required due to misuse of the Accela-maintained software products;
 - b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;
 - c) Services required by Customer to be performed by Accela outside of Accela's usual working hours;
 - d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
 - e) Services required due to the operation of interfaces between the Accela-maintained software products and other software products or systems, even where such interfaces were provided or implemented by Accela;
 - f) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
 - g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
 - h) Services requested by Customer to implement software updates provided by Accela pursuant to this MA; and
 - i) New or additional applications, modules, or functionality released by Accela during the term of this MA.
- 3.2.2 **Legacy Releases** Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein.
- 3.3 **Warranty** Accela will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products

does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to Accela for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

3.4 Compensation

3.4.1 Maintenance Fees In exchange for the Maintenance Services described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.

3.4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 4.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information which is subpoenaed by governmental or judicial authority; and
- f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar

importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

- 4.4 **Publicity** During the term of this MA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

- 5.1 **Customer Obligations** As required, Customer will provide Accela with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some maintenance services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of Accela's software products. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.
- 5.2 **Proprietary Rights** The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between Accela and Customer.
- 5.3 **Limitation of Liability** Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. Third-party applications which utilize or rely upon the application services may be adversely affected by remedial or other actions performed pursuant to this MA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.
- 5.4 **Force Majeure** If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

- 5.5 **Dispute Resolution** This MA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this MA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this MA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this MA will not prevent that party from thereafter objecting to that breach or any other breach of this MA.
- 5.6 **Assignment** Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.
- 5.7 **Survival** The following provisions will survive the termination or expiration of this MA: Section 2.1, as to Customer's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 3.3, as to limitation of remedy; Section 3.4 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1 and 5.4.
- 5.8 **Alternate Terms Disclaimed** The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 5.9 **Severability and Amendment** If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this MA will be effective unless it is described in writing and signed by the Parties.

ACCELA

CUSTOMER

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Its _____
(Title)

Its _____
(Title)

Dated: _____
(Month, Day, Year)

Dated: _____
(Month, Day, Year)

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Deliverables	Fees

Total of Fees

Maintenance Fees are fixed-price deliverables for which full payment is due upon signing.

END OF DOCUMENT

Committee of the Whole

5.

Meeting Date: 10/15/2015

Issue: Interim Recycling

From: Pat Johnson, Department Director

Information

Recommendation:

Interim Recycling

(Pat Johnson - 30 min)

A. Discussion

B. Board Direction

Attachments

Interim Recycling Update

Waste Services Department



Recycling Update

10/15/15

Background

BCC/ECUA have previously approved a Joint Solutions memorandum addressing recycling and disposal fees. Both entities have partnered to solicit for recycling services, adopted resolutions for organics processing and interim recycling.

Background cont'd...

- As of 10/02/15 recycling processor ceased operations with no certain date to resume operations to process residential recyclables generated in Escambia County
- ECUA has requested to evaluate utilizing existing building located at PLF to process recyclables for the near term, with the intent to ultimately install a building and equipment at PLF for an interim recycling facility
- Acreage with infrastructure for interim recycling project is available at PLF. ECUA requests Inter Local Agreement with BCC to perform recycling @ PLF

Benefits of Locating Recycling Facility at PLF

– Benefits of PLF site:

- Decreases costs for site development at CWRF
- Accelerates construction schedule of interim facility
- Enables recycling to continue uninterrupted

– Cost to ECUA:

- \$7.5 Million in Capital
 - Equipment, labor and materials to design, construct , operate and maintain interim recycling project
- \$1.5 Million in Annual Operating Costs
- ECUA predicts interim recycling facility/operation to be a break even scenario

Proposed Impacts to BCC

- Proposed Interim recycling site at PLF will impact yard waste (organics) processing operation
- ECUA has proposed to include organics processing at Central Wastewater Treatment Plant and transport processed material to PLF for beneficial reuse and recycling credit
- ECUA has requested financial assistance from Escambia County to process organics

Financial Impacts of Organics Processing to BCC

\$348,000 = Annual cost to BCC to process organics

-\$154,000 = Proposed credit (financial assistance) to ECUA in the
form of reduced tip fees

= \$196,000 = Annual net savings to BCC

Proposed Impacts to ECUA

- ECUA estimates annual costs of \$272,000/year to process 16,000 tons of organics
- An incremental decrease in ECUA disposal fee of 154,000/year is recommended to offset the additional expense of organics processing to ECUA
- Actual cost to ECUA is 118,000/year to provide this service and to utilize PLF site

Financial Impacts of Organics Processing to ECUA

\$272,000 = Annual cost to ECUA to process and haul BCC organics

-\$154,000 = Proposed compensation by BCC to ECUA in the form of reduced tip fees

= \$118,000 = Annual net cost to ECUA to process BCC organics/utilize PLF site

Conclusion

- There is no processor in the area capable of managing volume of recyclable material collected in Escambia County
- ECUA has requested utilization of BCC property and infrastructure to assist in providing recycling
- ECUA has issued a purchase order for 5 million dollars for recycling equipment scheduled to be delivered in January/2016
- Request made for BCC to consider approval of an Inter Local Agreement with ECUA for the use of property @ PLF in exchange for providing processed organics

PERDIDO LF- INTERIM RECYCLING

Legend

Interim
Recycling
Site

Beulah Rd

99

Google earth

© 2015 Google

1000 ft



Recommendation

BCC approve IA with ECUA to include-

- BCC to allow ECUA to utilize property @ PLF for interim recycling facility
- ECUA to provide processing and transportation of up to 16000 tons/yr of processed organics for beneficial reuse and recycling to PLF
- ECUA to receive reduction in tip fee to offset costs of organics processing

Committee of the Whole

6.

Meeting Date: 10/15/2015

Issue: Bob Sikes Bridge Toll Plaza System Upgrades - SunPass

From: Joy D. Blackmon, P.E., Director

Information

Recommendation:

Bob Sikes Bridge Toll Plaza System Upgrades - SunPass
(David Forte/Alison Rogers - 30 min)

- A. Board Discussion
 - B. Board Direction
-

Attachments

BSB Toll Upgrades - COW Presentation



Bob Sikes Bridge Toll Plaza System Upgrades – SunPass[®]

COMMITTEE OF THE WHOLE WORKSHOP
BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place

October 15, 2015
9:00 a.m.



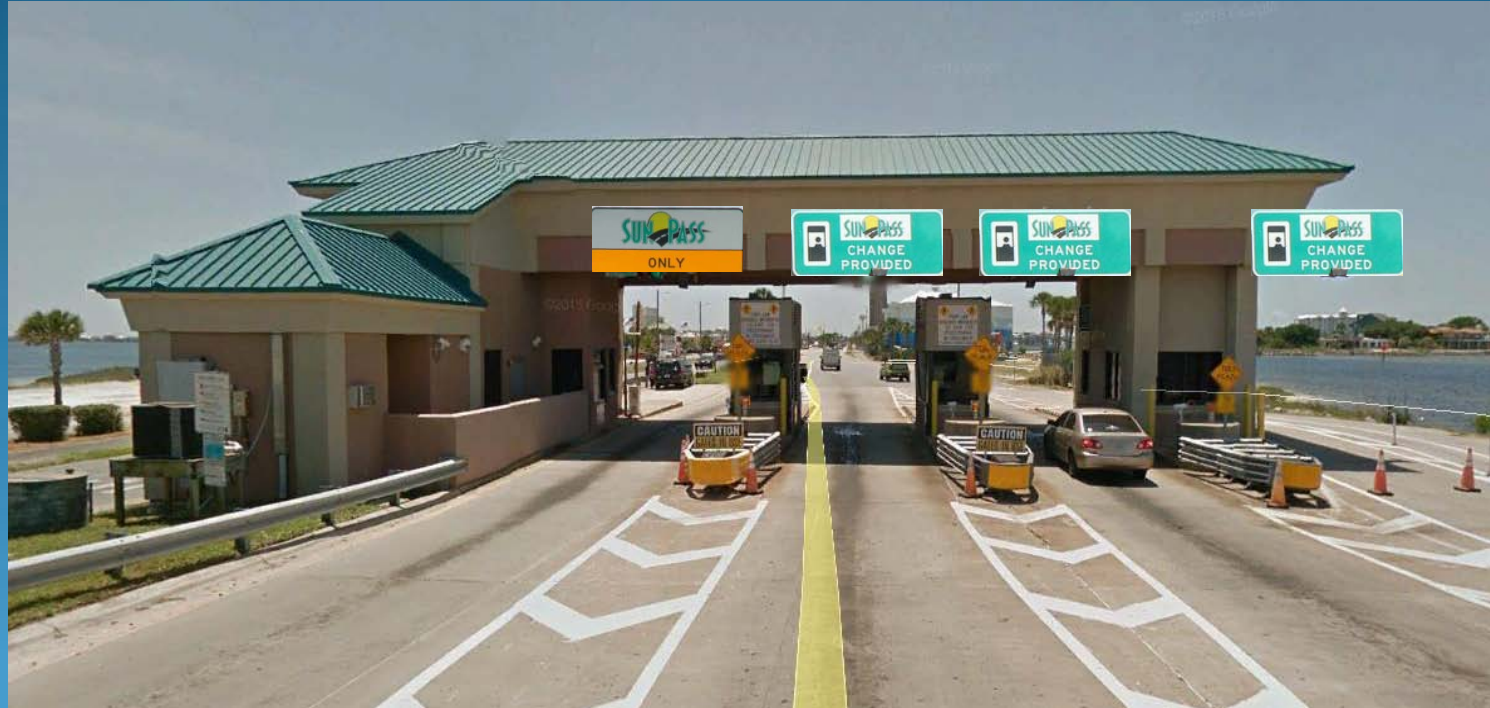
Project Status

- Notice-to-Proceed to TransCore issued 09/02/2015
- Kickoff Meeting held 09/17/2015
- TransCore meeting w/County Accounting staff 10/7/2015
- TransCore toll system design development & customization work is underway
- County & Florida's Turnpike Enterprise are working to complete the interagency agreement for SunPass® by 11/2015
- Targeting April 2016 "Go Live" date

Project Benefits

- New state-of-the-art toll collection system
- New online payment option via SunPass® toll accounts (www.SunPass.com)
- Cash and Annual Toll Passes will still be accepted (\$50 – residential / \$70 – commercial) via SunPass®
- Integration w/Florida's Turnpike Enterprise (FTE)
 - FTE will process all SunPass® toll transactions and photo enabled “Toll-By-Plate” transactions
 - “Toll-by-Plate” invoiced payment for those without SunPass® or cash
- New County Customer Service Center to register Annual Toll Pass accounts & sell SunPass® Mini transponders (“sticker tags”)
- Improved traffic throughput at toll plaza
 - w/Non-stop dedicated SunPass® lane(s) resulting in fewer delays
 - Elimination of traffic gates

Bob Sikes Bridge Toll Plaza System Upgrades - SunPass



Bob Sikes Bridge Toll Plaza System Upgrades - SunPass



QUESTIONS??

Follow the project status at the following County website location:

<http://www.myescambia.com/government/projects>

Committee of the Whole

7.

Meeting Date: 10/15/2015

Issue: Jail Update

From: David Wheeler, Department Director

Information

Recommendation:

Jail Update

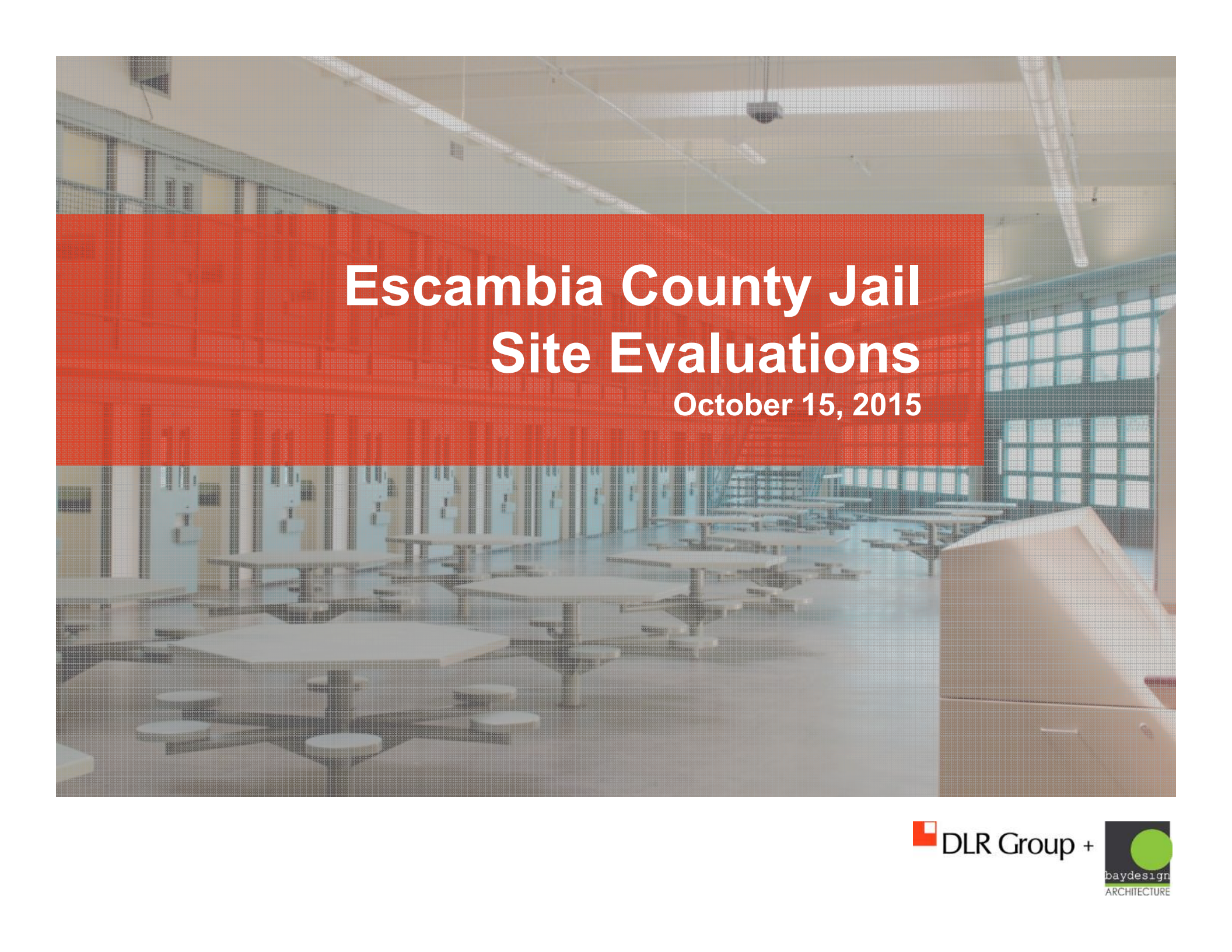
(DLR Group & Staff - 90 min)

A. Board Discussion

B. Board Direction

Attachments

Jail Presentation



Escambia County Jail Site Evaluations

October 15, 2015

Escambia County Jail – Site Evaluations

Agenda

- **Integration Of Best Practices**
- **Preliminary Program And Concepts**
- **Overview Of Candidate Sites**
 - **Palafox And Airport Blvd**
 - **Brent Lane**
 - **Mid-town Commerce**
- **Comparative Analysis and Cost Implications**
- **Recommendations**

Integration of Best Practices

Integration of Best Practices

- Direct Supervision
- Service Delivery at Housing Unit
- Open Booking/Waiting & Streamlined Intake/Transfer/Release Process
- Housing Targeted to Classifications - Sub-groupings within Unit
- Optimization of Housing Unit Types/Sizes – Single Cell, Double-Cell, Multi-Occupancy/Mini-Dorms
- Unit Management / Distributed Span-of-Control
- Passive Observation “Peripheral” Vision
- Borrowed Light – Rear Chase Access for Maintenance
- Quality of Environment – Inmates and Staff Alike
- Apparent Density
- Integrated Treatment & Security Team for Special Needs Population

Operational concepts targeted at improved effectiveness and efficiency

Integration of Best Practices

- Direct Supervision



Principals of Direct Supervision

1. *Effective Supervision*
2. *Competent Staff*
3. *Safety of Staff and Inmates*
4. *Manageable and Cost Effective Operations*
5. *Effective Communication*
6. *Classification and Orientation*
7. *Justice and Fairness*

Staff in direct control of facility with an emphasis on interpersonal skills

Integration of Best Practices

- Service Delivery at Housing Units

- Food Service
- Laundry Exchange
- Recreation
- Medical Screening
- Visiting
- Counseling
- Programs
- Commissary
- Barber
- Information Kiosks



Inmates only leave housing units for significant medical, court appearance, and/or release.

Escambia County Jail – Site Evaluations

Integration of Best Practices

- Open Booking/Waiting & Streamlined Intake/Transfer/Release Process
 - Improved Arrestee Processing
 - Open Booking/Waiting
 - Expanded Classification Analysis
 - Improved Information System
 - Diversion Program Presence
 - Video Arraignment & Secure Courtroom Capability

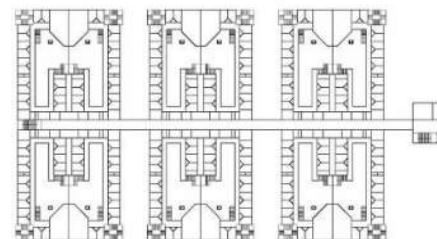
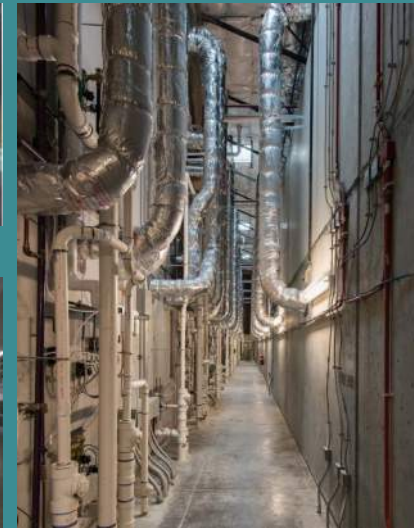


Officers back on the street in 20 minutes or less – temporary waiting/holding for those likely to be released



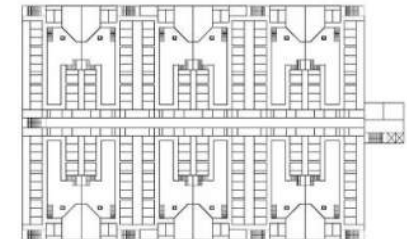
Integration of Best Practices

- Borrowed Light – Rear Chase Access for Maintenance
 - Reduced Footprint & Building Perimeter
 - Cell windows often covered by inmates to limit observation
 - Higher Ambient Light in Dayrooms, Where it is Needed
 - Allows Rear Chase Maintenance Access Outside Security
 - Eliminates Y-Chase Construction & Doors/Access Panels
 - Improves Visibility into Cells
 - Reduces Energy Consumption



Site Coverage 84,020 sf
Perimeter 2,330 lf

Site Coverage
Perimeter

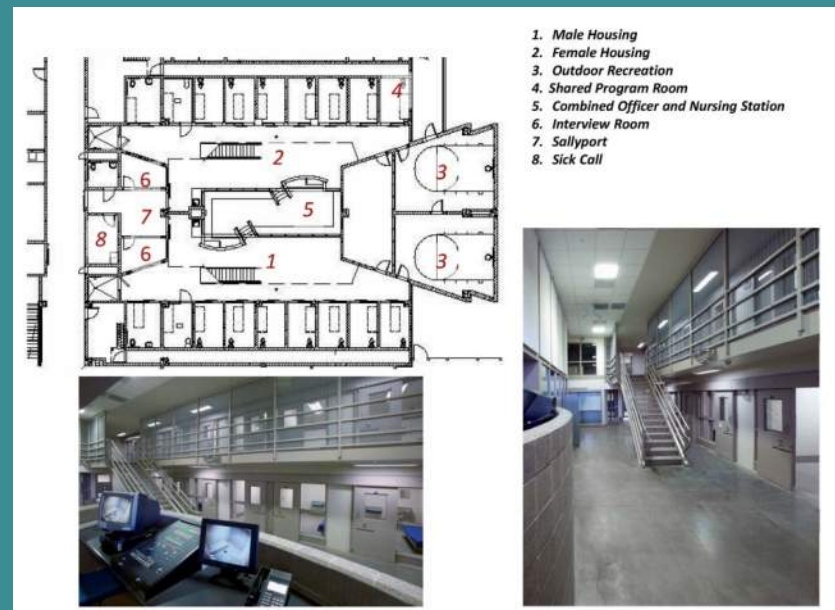


Site Coverage 63,620 sf
Perimeter 1,239 lf

24% reduction
46% reduction

Integration of Best Practices

- Purpose Built Special Needs Areas
 - Acute Mental Health
 - Step Down Housing Units
 - Juveniles Charged as Adults
 - Medically Needy
 - Segregation



Integrated Security, program & treatment services



Preliminary Program and Concepts

Preliminary Program – Conceptual Approach for Site Evaluation

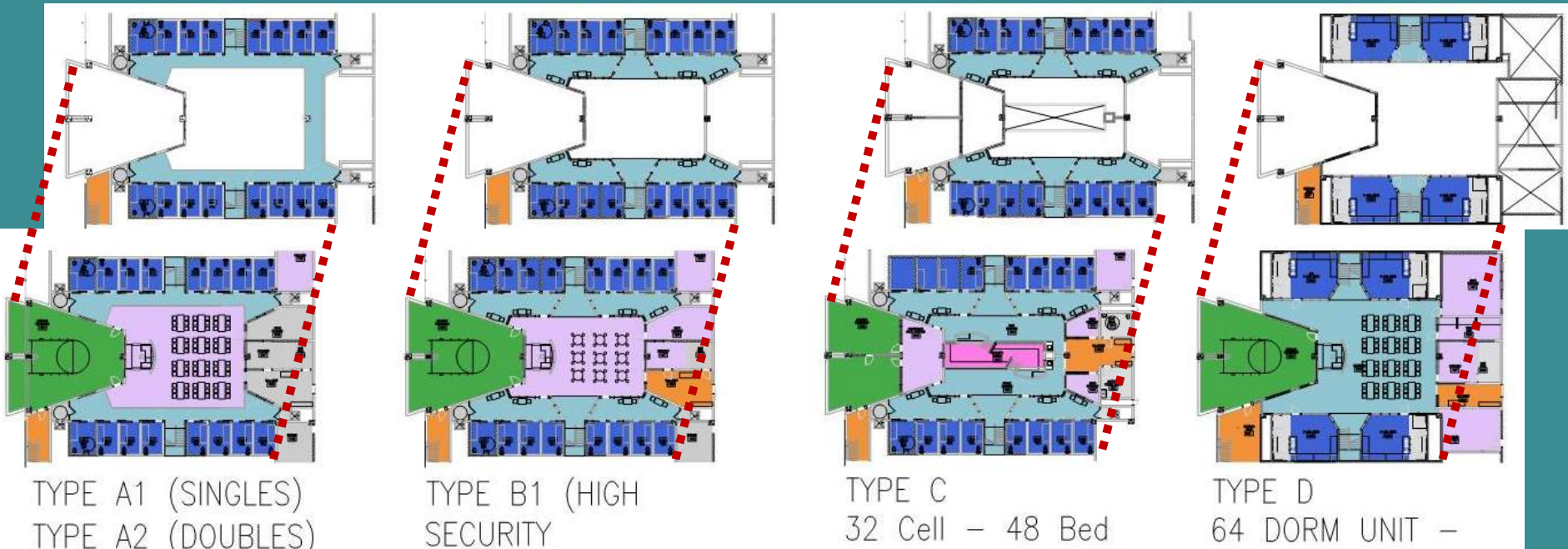
- 2 Phases of 700 +/- beds each
- Site should allow for long-term future expansion if needed
- Reduce Movement – Compact Facility
- Separate Staff & Visitor Parking
- Minimize Public Exposure of Housing Units
- Separate Public, Intake and Service Access
- First Phase to include “chassis” (support) for ultimate build-out
- Support functions (food service & laundry to be centralized at new facility)

Escambia County Jail – Site Evaluations

Preliminary Program - Housing Distribution/ Future for Planning

		Cells/ Unit	Operational Capacity	Rated Capacity	Maximum Capacity
Phase I Housing Distribution/ Capacity					
Maximum Security Cell Unit	1	32	32	48	64
General Population Cell Unit	1	32	48	48	64
General Population Cell Unit	3	32	192	192	192
Acute Care MH Cell Unit	1	32	32	48	64
General Population Multi-Occupancy Cell Unit	6	8	384	384	384
Total Units	12		688	720	768
Juvenile Separation Housing Unit	1	16	32	32	32
TOTAL PHASE I CAPACITY			720	752	800
Phase II Housing Distribution/ Capacity					
General Population Cell Unit	4	32	192	192	256
General Population Cell Unit	2	32	128	128	128
General Population Multi-Occupancy Cell Unit	6	8	384	384	384
Total Units	12		704	704	768
TOTAL PHASE II CAPACITY			704	704	768
TOTAL PHASE I & PHASE II CAPACITY			1,424	1,456	1,568
Future Expansion Capability					
General Population Cell Unit	2	32	96	96	128
General Population Multi-Occupancy Cell Unit	6	8	384	384	384
Total Units	8		480	480	512
TOTAL PHASE II CAPACITY			480	480	512
TOTAL PHASE I & PHASE II CAPACITY			1,904	1,936	2,080

Preliminary Housing Organizational Concepts



Escambia County Jail – Site Evaluations

Preliminary Space Requirements

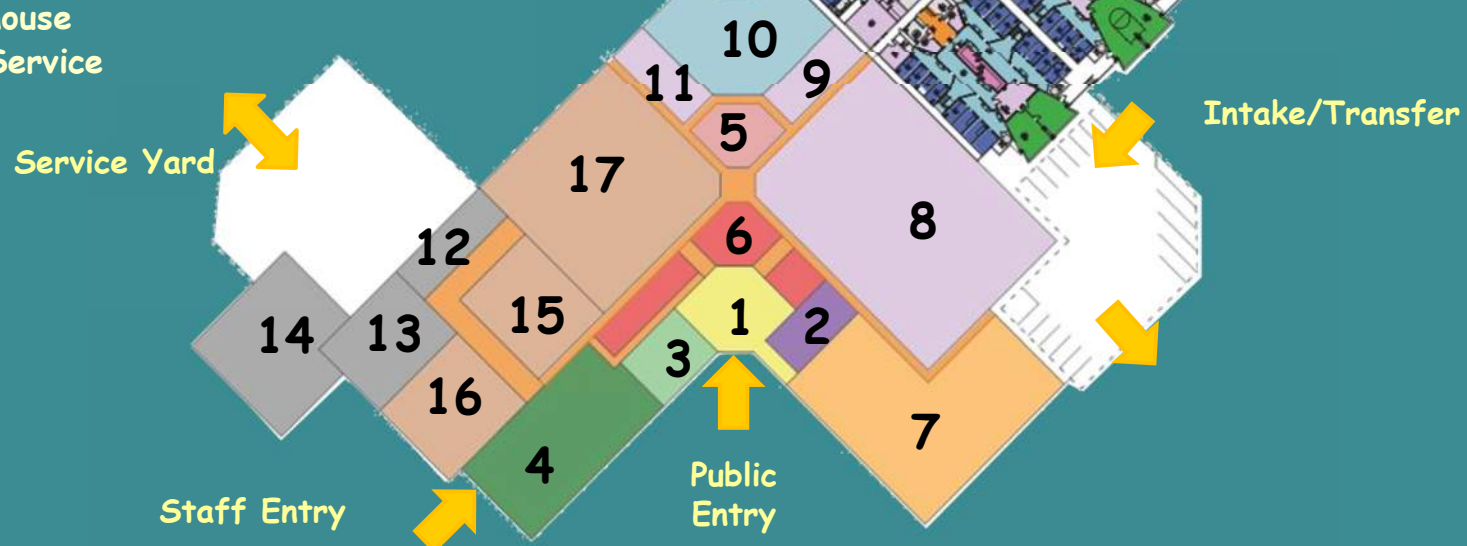
Escambia County Jail Space Requirements				
Component/ Space ID/ Name		SF		Comments
00. Site Development - 30 acres		1,306,800		Includes Public and Staff Parking - 112,700 SF
subtotal		Total Site SF - Not Building Area		
Component/ Space ID/ Name		CGSF	BGSF	Comments
Non-Housing Areas				
01 Entry Area		1,775	2,041	
02 Facility Administration		2,733	3,143	
03 Staff Services & Training		9,040	10,396	
04 ACR [Admissions/Classification/Release]		19,817	22,790	Central System Function
05 Custody Administration		1,144	1,316	Inside vs. Outside Security Envelope
06 Central Control		3,588	4,126	Includes Armory
07 Inmate Services & Programs		2,236	2,571	Central Functions, Balance in Direct Housing Support
08 Visitation		1,820	2,093	Assumes Video Visitation
09 Health Services		15,365	17,670	System wide serice load
10 Mental Health Services		1,726	1,985	Adjacency to MH housing
11 Commissary		968	1,113	Assumes contracted service
12 Food Service		13,003	14,953	System wide serice load
13 Laundry		3,744	4,306	System wide serice load
14 Building Support		12,307	14,152	
Non-Housing Subtotal		89,265	102,655	assumes 1.15 factor for bgsf
Housing Areas				
15 Single Cell Housing Units	64	25,400	29,210	2 housing units (32 beds)
16 Double Cell Housing Units	240	49,600	57,040	3 @ 64; 1 @ 48
17 8-Person Mini-Dorm Housing Unit	384	62,400	71,760	6 64-bed units
18 Juveniles Charged As Adults Housing Unit	32	12,700	14,605	1 32-bed unit
19 Direct Housing Support		3,216	3,699	
Phase 1 Housing Subtotal		720	153,316	176,314
Total Phase 1 Building Area (Beds/CGSF/BGSF)		720	242,582	278,969
Phase 2 Housing Subtotal		704	140,016	161,019
Total Phase 2 Building Area (Beds/CGSF/BGSF)		1424	382,598	439,988

Escambia County Jail – Site Evaluations

Conceptual Organization – Phase I

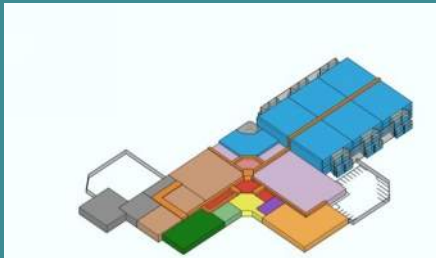
- 1 Public Lobby
- 2 Visiting/Court Access
- 3 Administration
- 4 Staff Services
- 5 Custody Administration
- 6 Control/Security
- 7 Intake/Transfer/Release
- 8 Medical/Mental Health
- 9 Inmate Programs
- 10 Juvenile Housing
- 11 Juvenile Programs
- 12 Dock
- 13 Maintenance
- 14 Central Plant
- 15 Warehouse
- 16 Food Service

Housing
12 2-Tier Units
Stacked 6 over 6

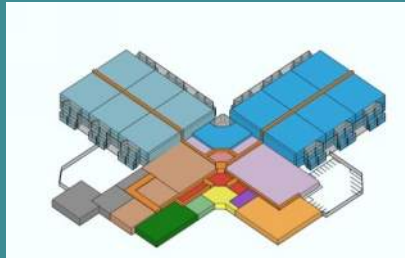


Escambia County Jail – Site Evaluations

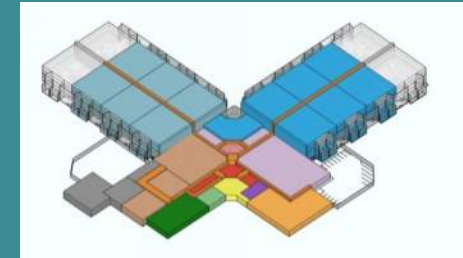
Phased Development for Site Master Planning



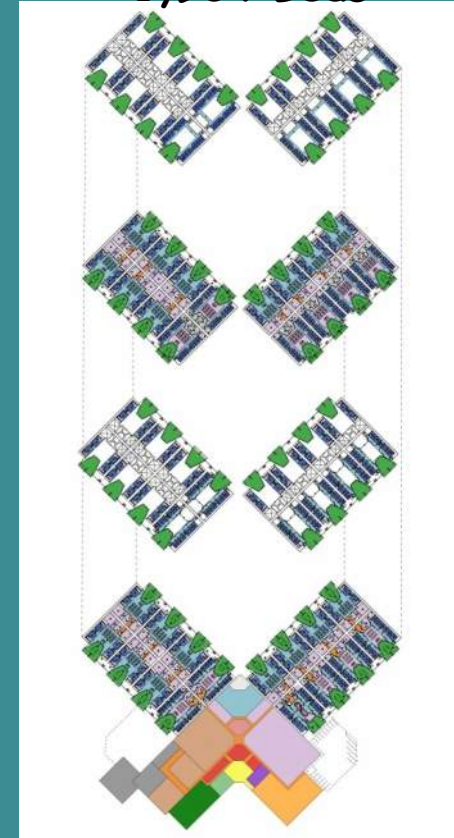
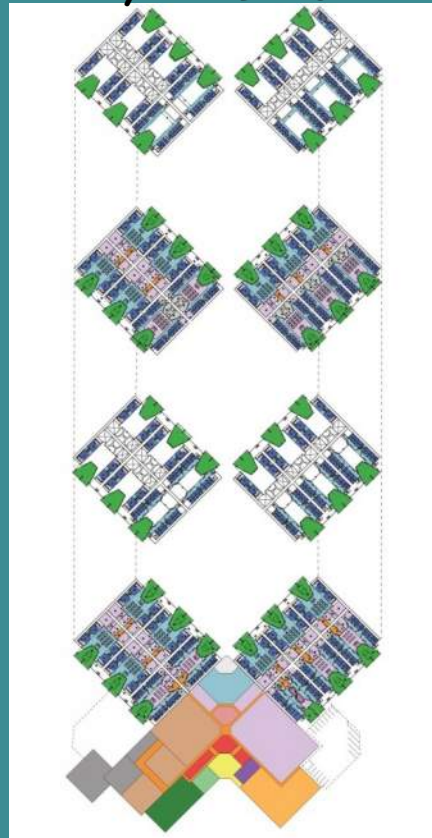
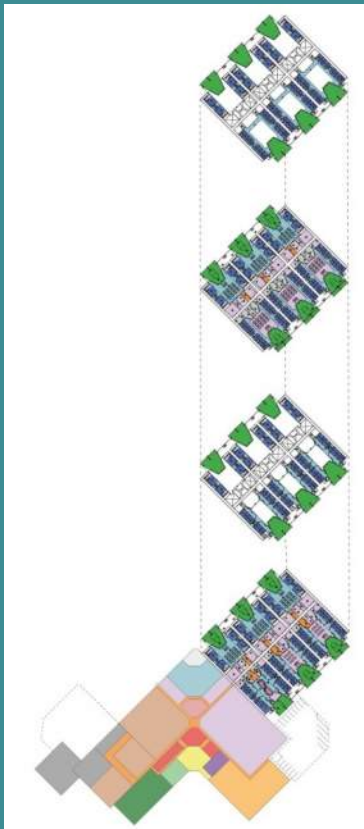
Phase I
720 Beds



Phase I & II
1,424 Beds

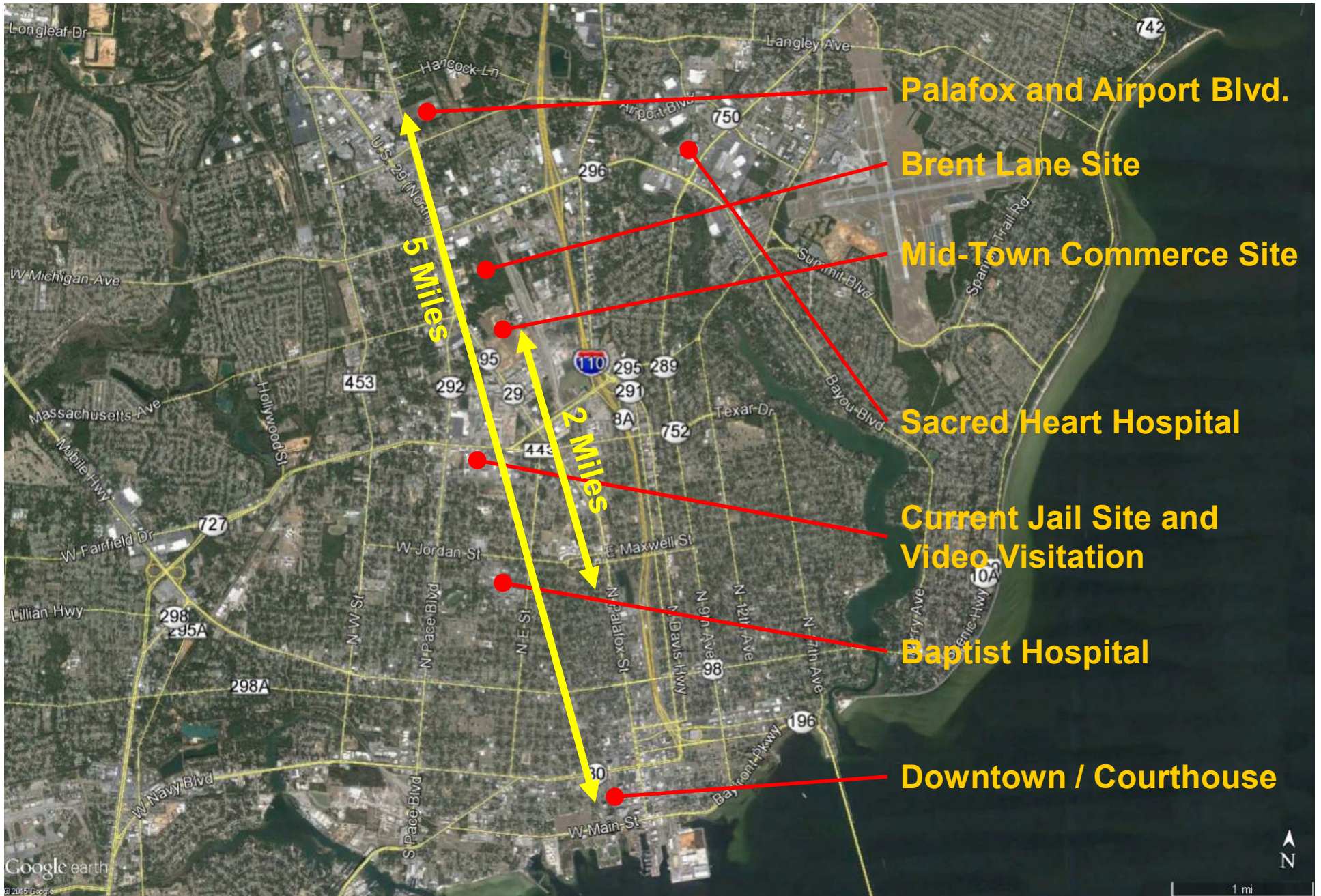


Phase I & II + Future?
1,904 Beds



Overview of Candidate Sites

City of Pensacola – Site Location Map



Common Factors for All Sites

- Railroad line to the East that creates access boundary
- Vehicular access from Palafox
- Multiple adjacent land usages
- Access to Water, Sanitary and Electrical Utilities
- Requirement for re-zoning
- Located outside City of Pensacola limits
- Located 4-5 miles from Downtown Courthouse
- Public Transit available with Future Bus Stop
- **Visitor Traffic will be limited on all sites**



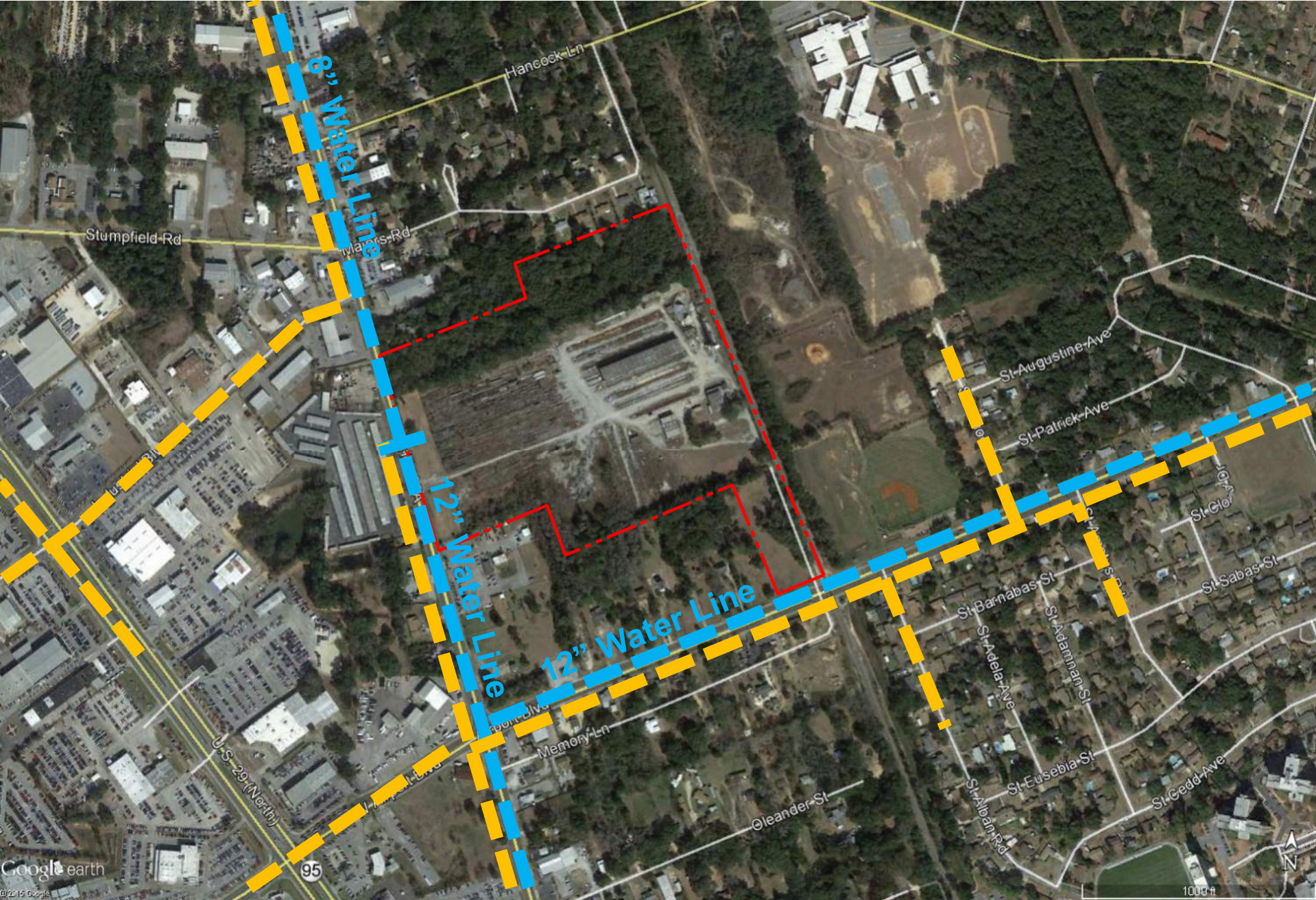
Palafox and Airport Blvd. Site



Palafox and Airport Blvd. Site



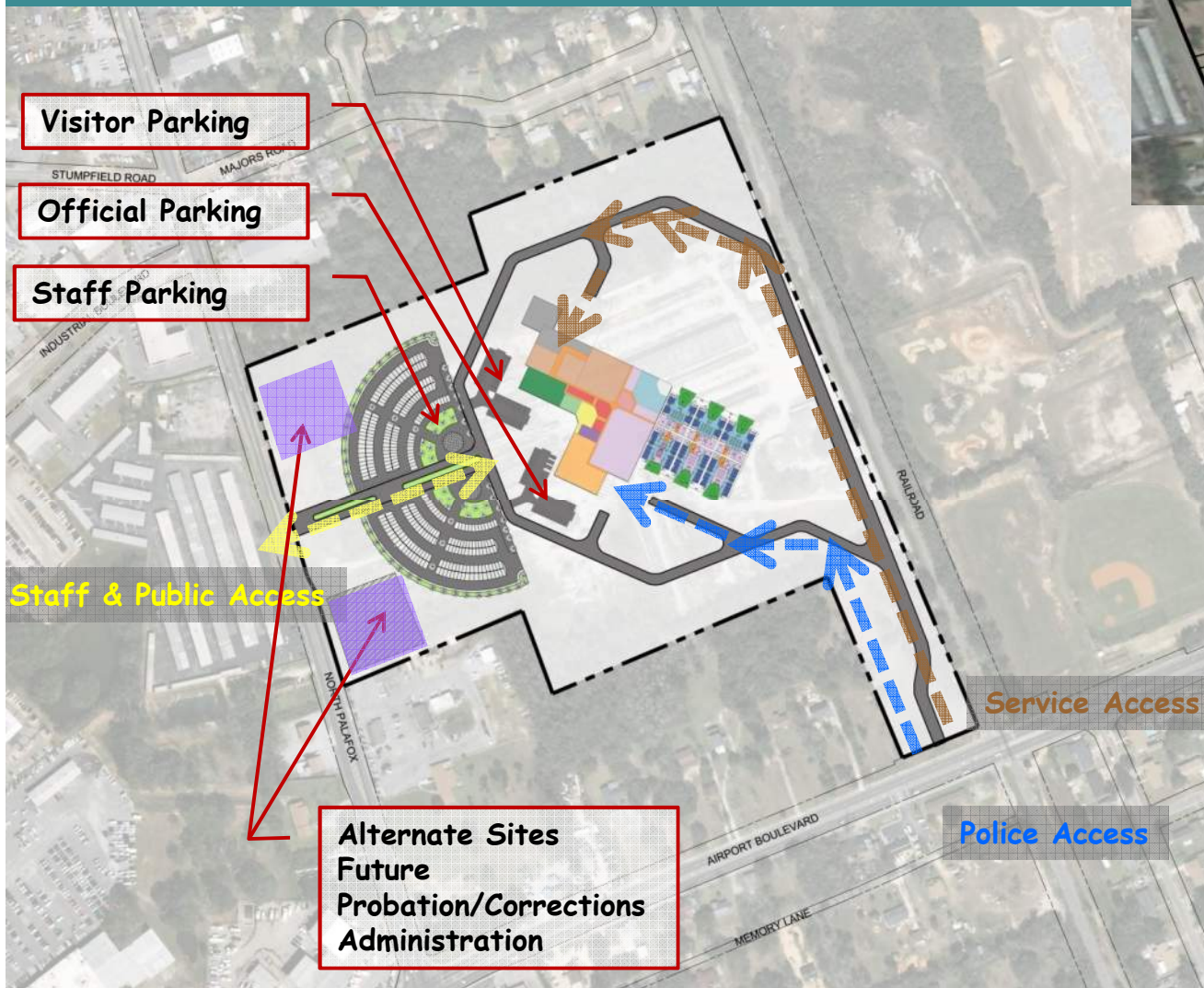
Palafox and Airport Blvd. Site



Escambia County Jail – Site Evaluations

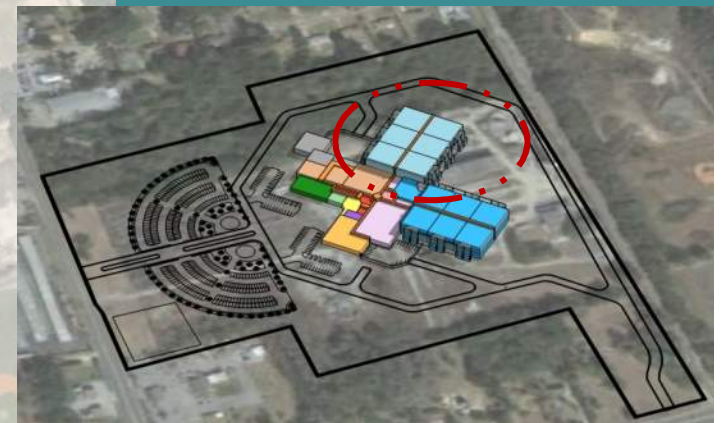
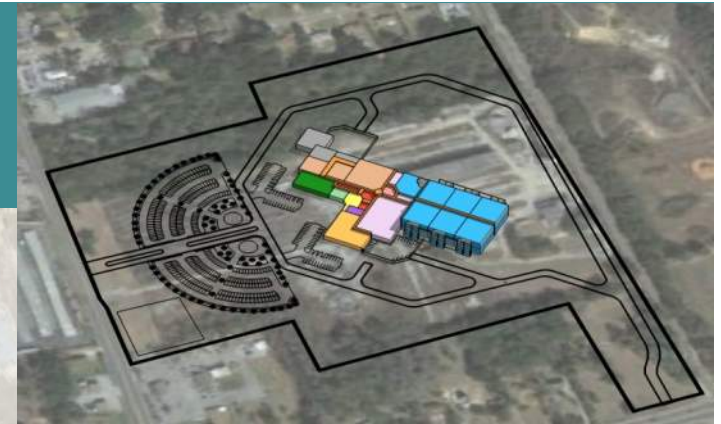
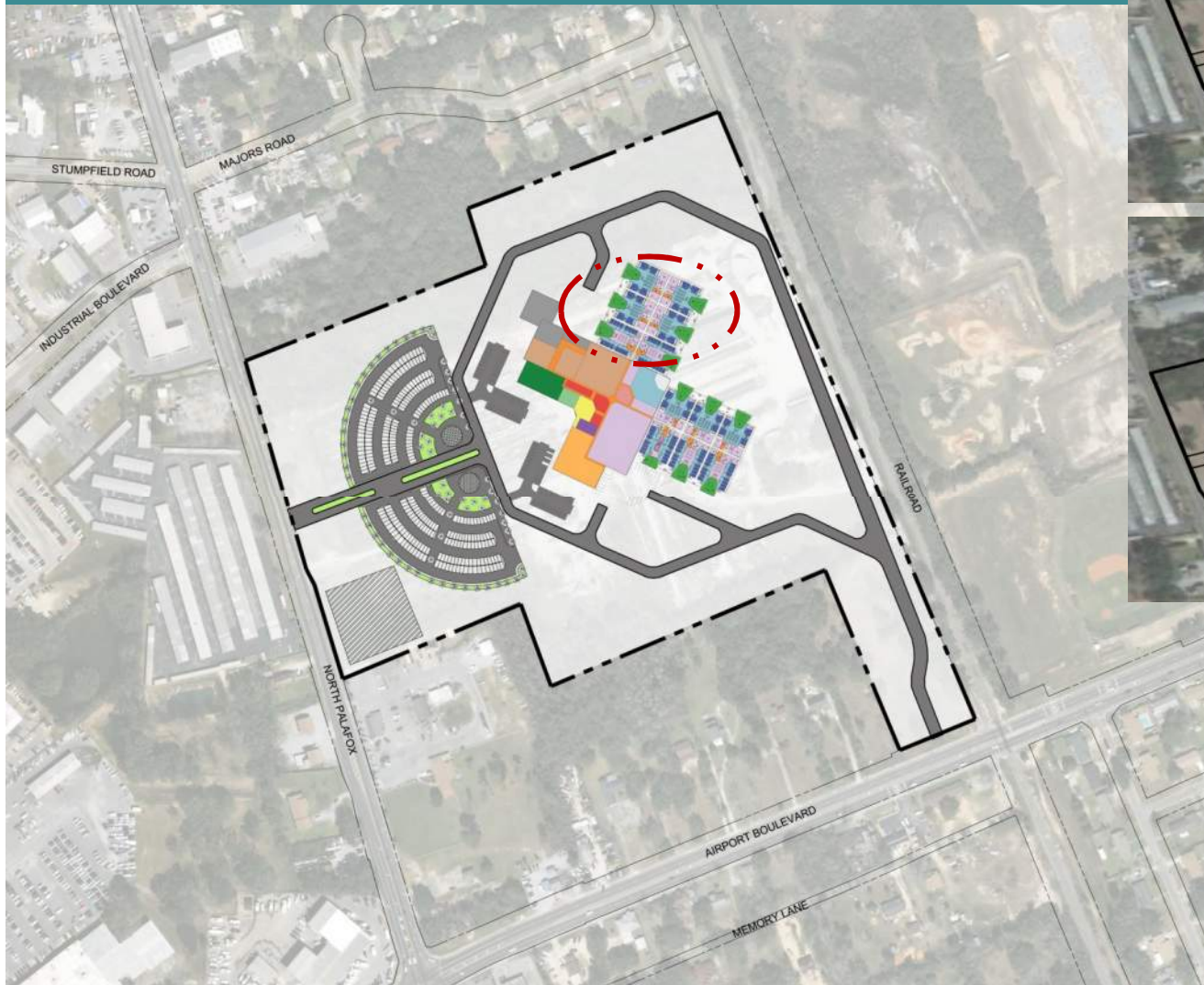
Brent Lane Site

Phase I Development – 720 Beds



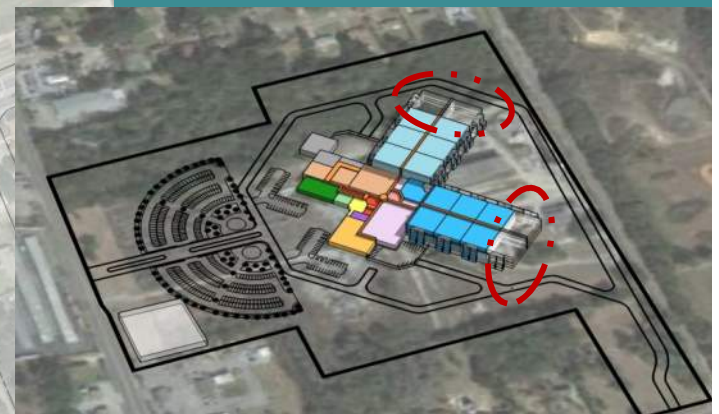
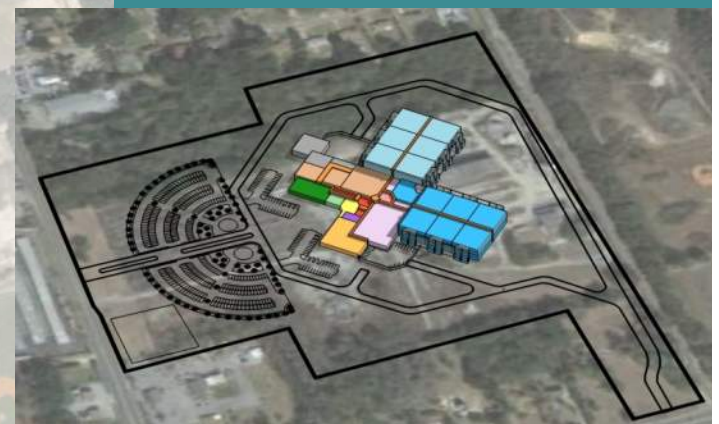
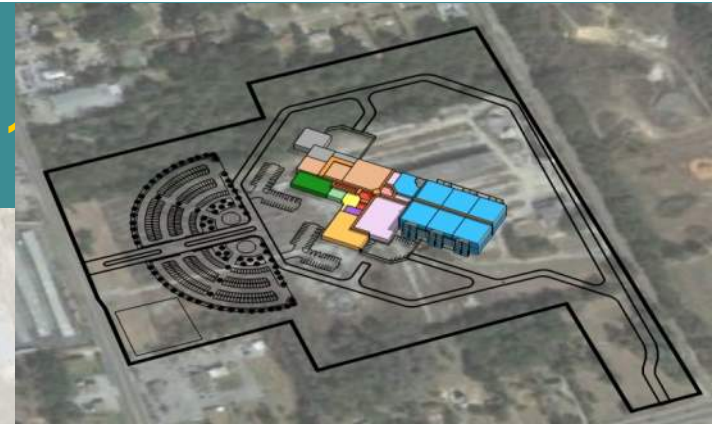
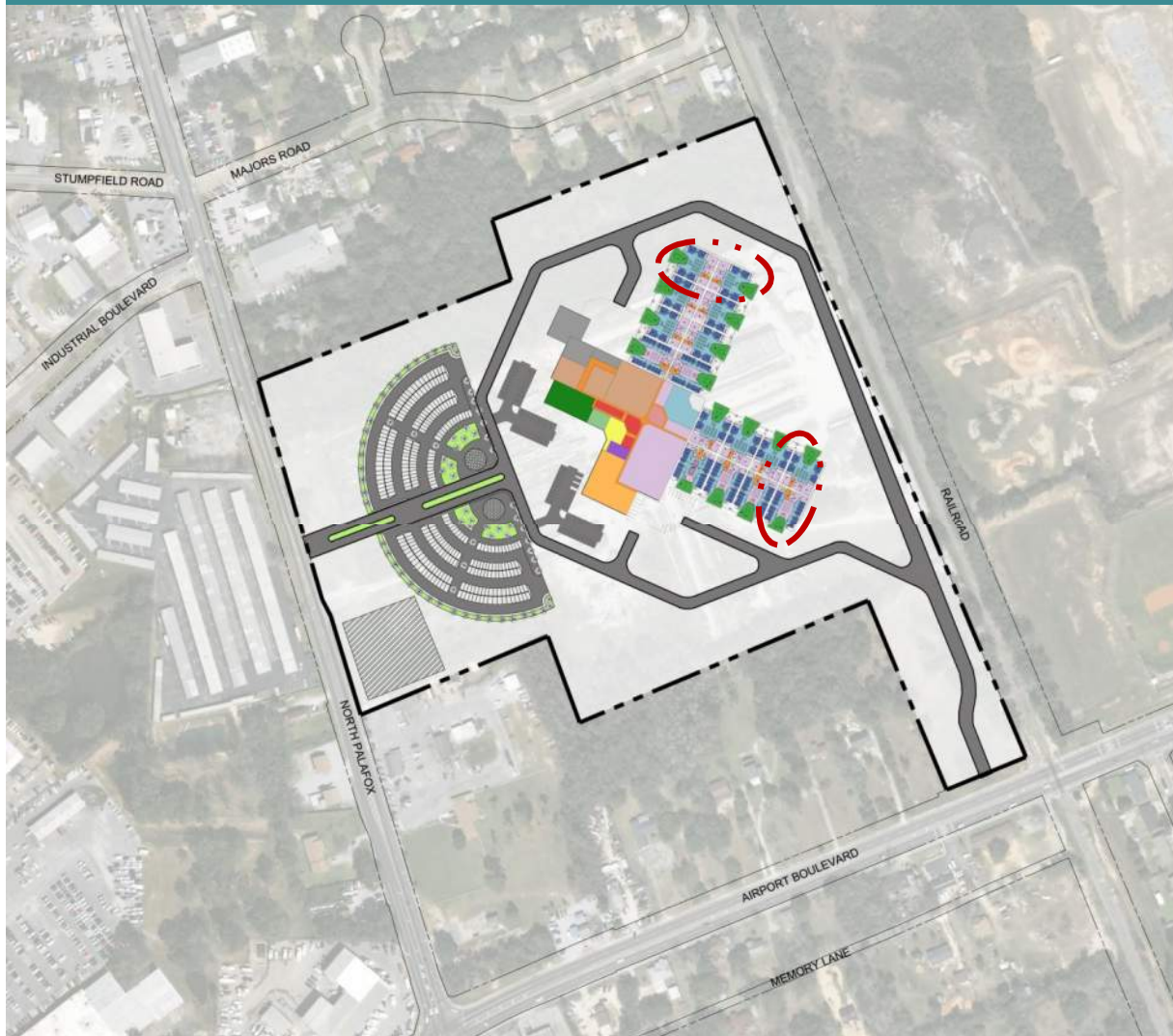
Escambia County Jail – Site Evaluations

Palafox and Airport Blvd. Site Phase I & II Development – 1,424 Beds



Escambia County Jail – Site Evaluations

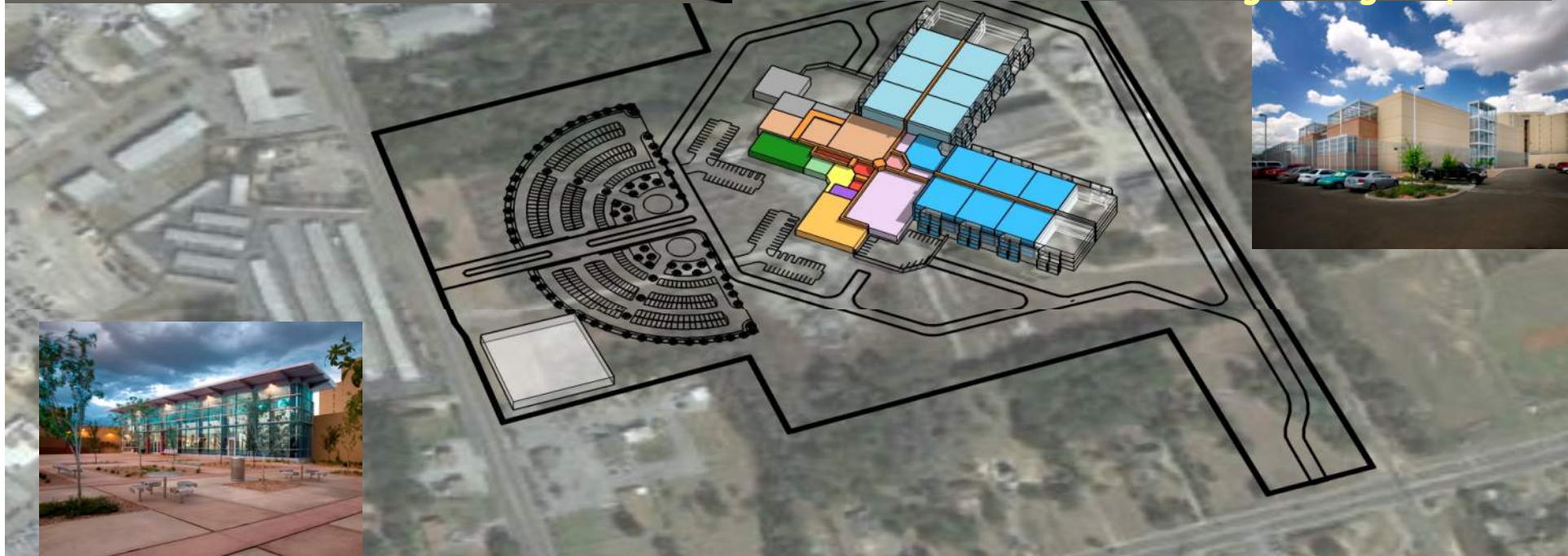
Palafox and Airport Blvd. Site Phase I & II Development + Future??? Expansion



Escambia County Jail – Site Evaluations

Palafox and Airport Blvd. Site

Phase I & II Development + Future??? Expansion 1,904 Beds



Palafox and Airport Blvd. Site

Facts

- **35.90 acres for two parcels**
- **Former use – Precast concrete plant**
- **Acquisition costs = \$3.51 million (avg. appraised value)***

Pros

- **Two separate entrance points to the site**
- **Limited impact to neighboring properties**
- **Open stormwater basin = smaller retention areas**
- **Northside wooded area provides visual barrier to residential neighbor**

Cons

- **Small Wetland area that may require mitigation**
- **Demolition of existing buildings & structures required**
- **Phase 2 Environmental Site Assessment (ESA) is recommended**

Brent Lane Site



Escambia County Jail – Site Evaluations

Brent Lane Site

Phase I Development – 720 Beds



Escambia County Jail – Site Evaluations

Brent Lane Site Phase I Development – 720 Beds



Escambia County Jail – Site Evaluations

Brent Lane Site

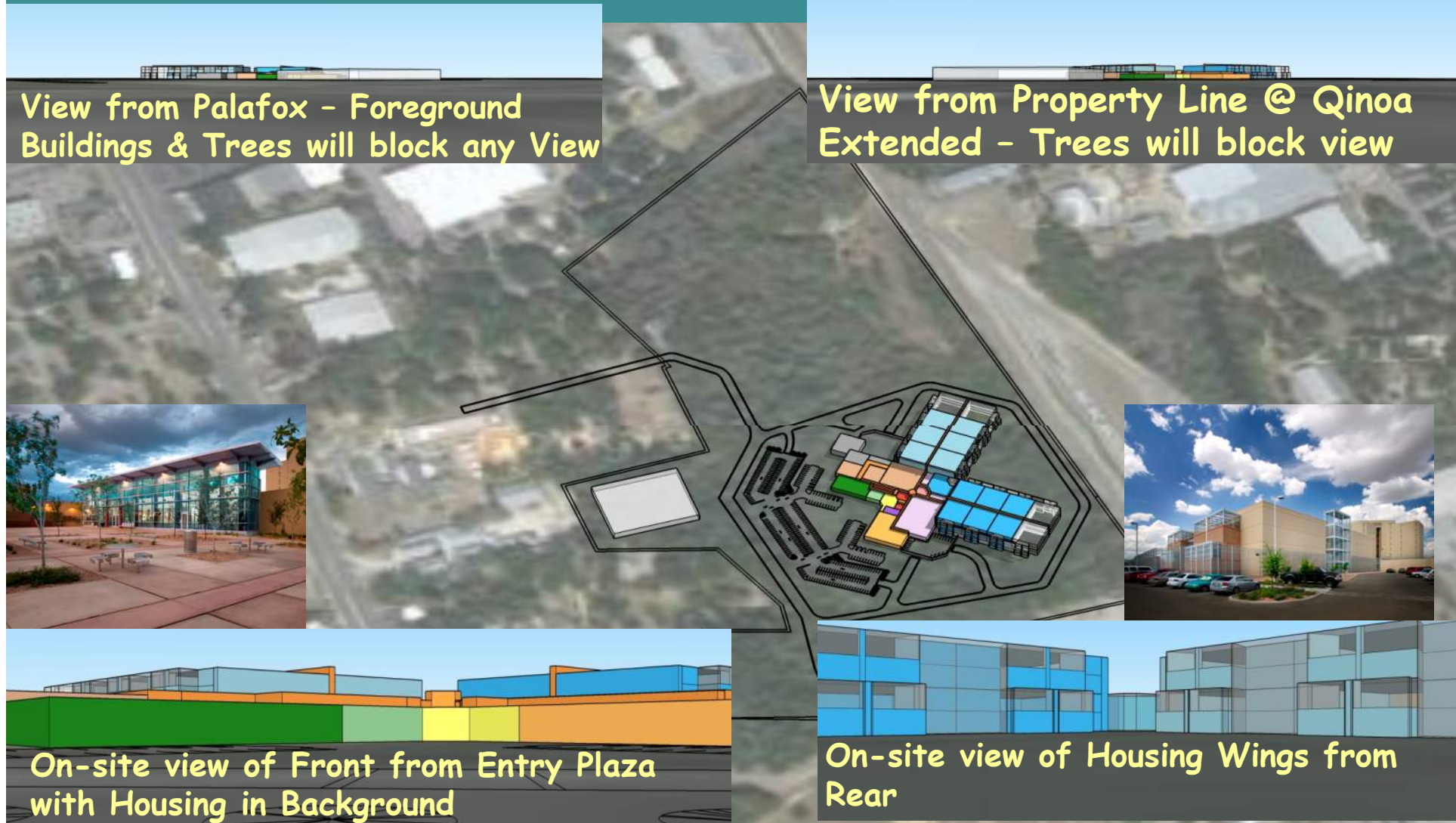
Phase I & II Development – 1,424 Beds



Escambia County Jail – Site Evaluations

Brent Lane Site

Phase I & II Development + Future??? Expansion 1,904 Beds



View from Palafox - Foreground Buildings & Trees will block any View

View from Property Line @ Qinoa Extended - Trees will block view

On-site view of Front from Entry Plaza with Housing in Background

On-site view of Housing Wings from Rear

Brent Lane Site

Facts

- 54.13 acres from multiple parcels
- Heavily wooded and previously undeveloped
- Acquisition costs = \$2.825 million (avg. appraised value)*

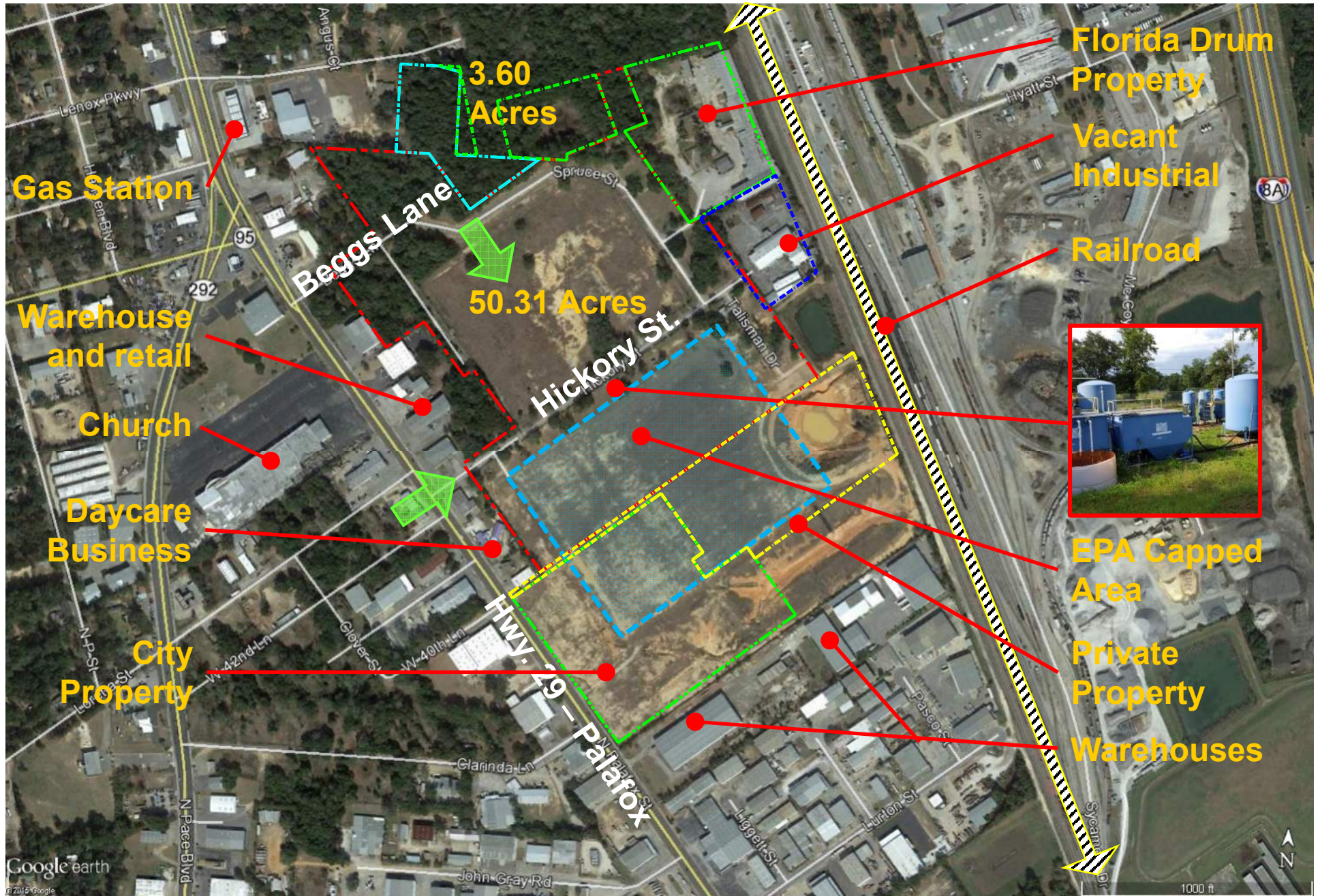
Pros

- Largest Site
- Existing trees provides a visual buffer to neighbors
- Adjacent to County Property

Cons

- Linear Development of the building required
- Sanitary Lift Station Required
- Unknown site conditions – no previous development
- Closed Stormwater basin – larger retention area required
- Site populated with large heritage oak trees
- Adjacent to multiple land uses – retail and residential
- Limited access from Marshall and Mason Lane

Mid-Town Commerce Site

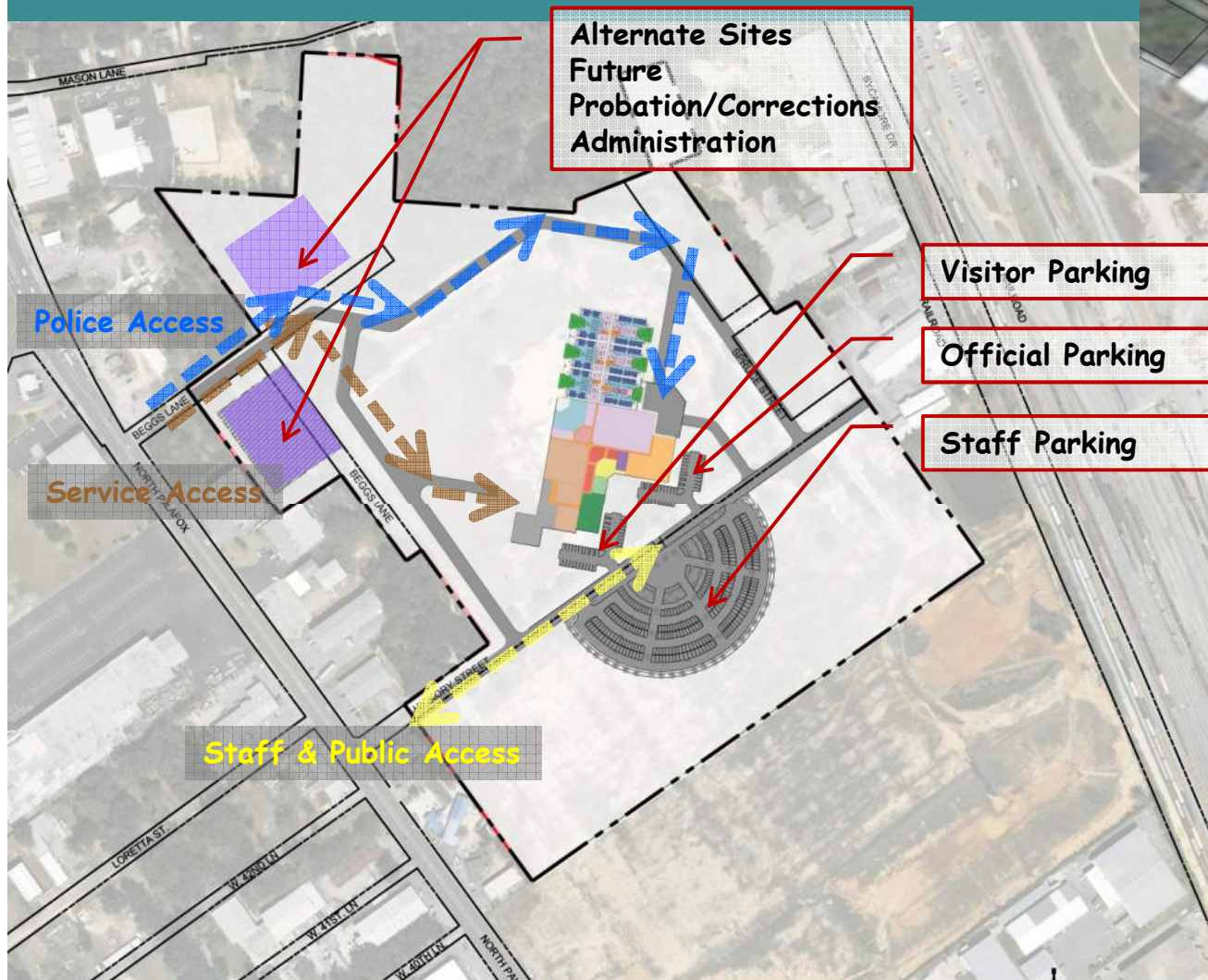


Mid-Town Commerce Site



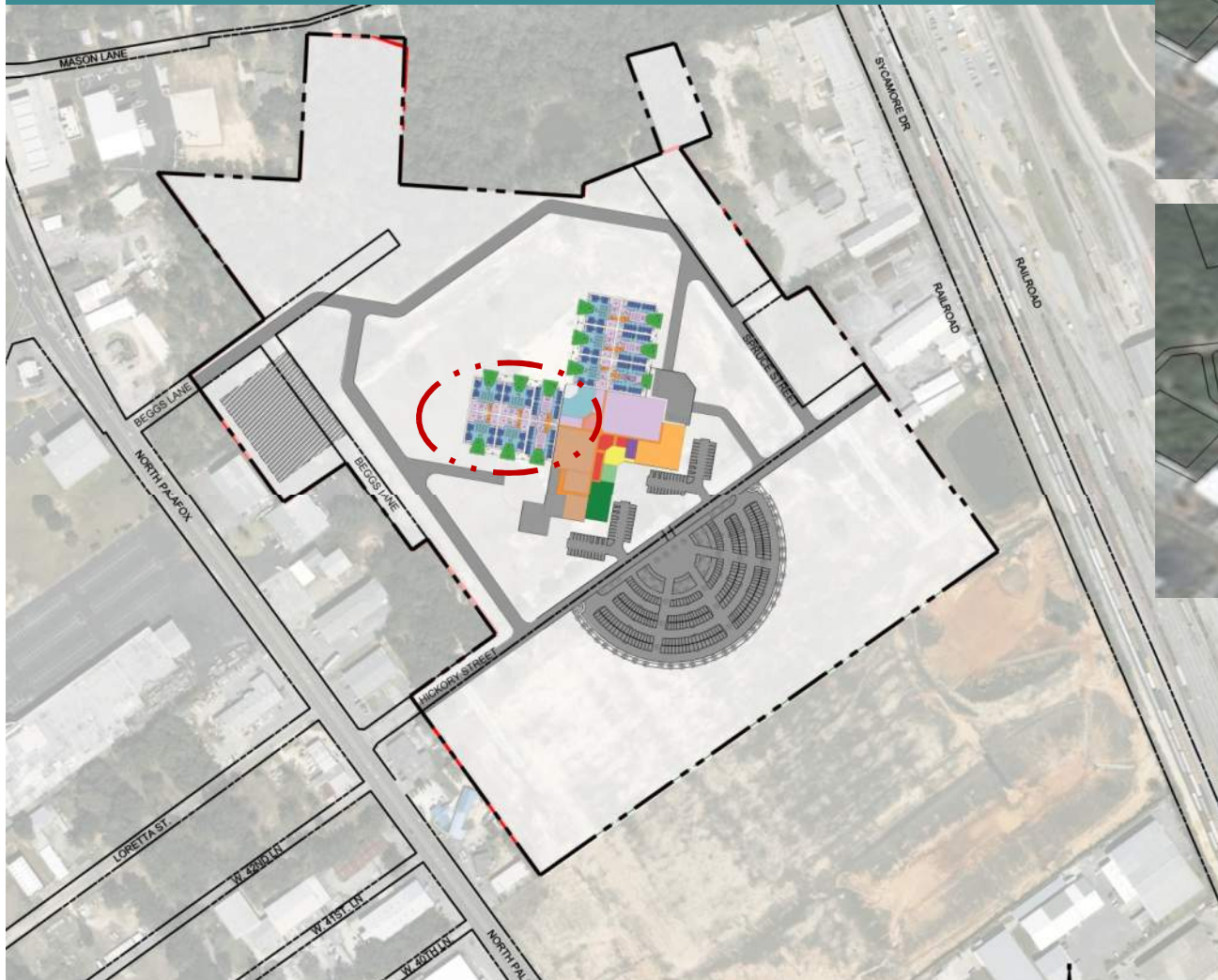
Escambia County Jail – Site Evaluations

Mid-Town Commerce Site Phase I Development – 720 Beds



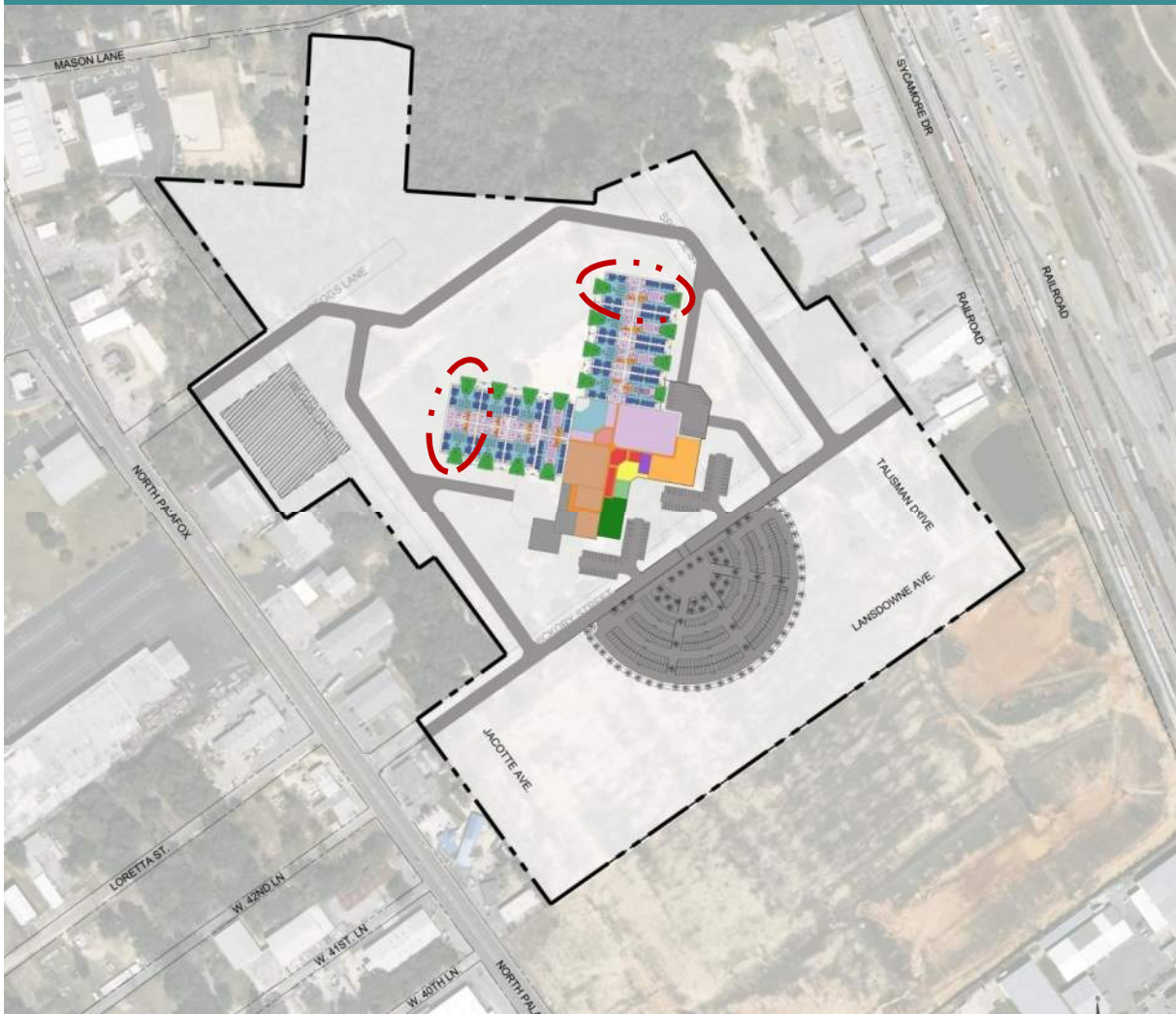
Escambia County Jail – Site Evaluations

Mid-Town Commerce Site Phase I & II Development – 1,424 Beds



Escambia County Jail – Site Evaluations

Mid-Town Commerce Site Phase I & II Development + Future??? Expansion 1,904 Beds



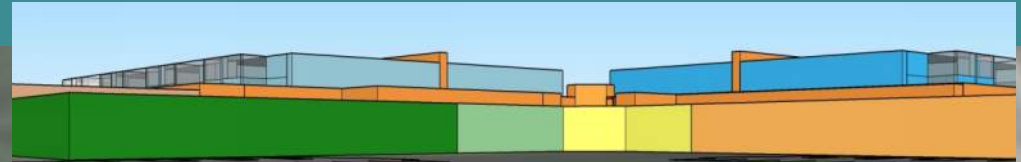
Escambia County Jail – Site Evaluations

Mid-Town Commerce Site

Phase I & II Development + Future??? Expansion 1,904 Beds



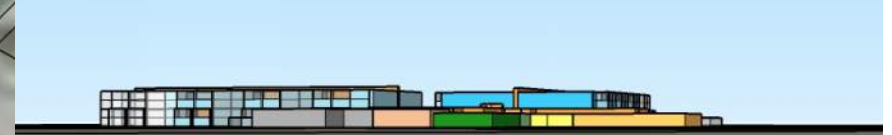
On-site view of Housing Wings from Rear



On-site view of Front from Entry Plaza with Housing in Background



View from Palafox -Warehouse & Retail in Foreground will Block View



View from Palafox across City Property

Mid-town Commerce Site

Facts

- 50.31 acres
- Superfund cleanup site – safe for use as jail
- Acquisition Cost = \$0 + \$1.74 million*
 - * \$45,000 annual monitoring for 30 years (CPI of 1.7%)

Pros

- Has multiple access points (Beggs and Hickory St.)
- Limited site acquisition costs
- Not directly adjacent to the railroad
- Site has been extensively remediated and is monitored

Cons

- Negative perception of institutional reuse
- Closed Stormwater basin – larger retention area required
- EPA capped areas have restricted use
- Beggs Lane access to adjacent property must be maintained (potential acquisition of property – appraised value = x)

Brownfield Development for Detention & Correctional Facilities

- Essex County Detention Facility, Newark, NJ (2,106 beds) – *Chemical Plants*
- Cuyahoga County Juvenile Justice Center, Cleveland, OH 180 Beds + 36 Courtroom Courthouse -*Automobile Manufacturing & Brewery*
- San Mateo County Detention Center, Redwood City, CA, 576 Beds, - *Manufacturing*
- Northampton County Jail, Sunbury, PA – *Industrial Site*
- Tarrant County Jail, Fort Worth, TX - *Brownfield*
- Wayne County Jail, Richmond IN – *Foundry Site*
- CDCR Stockton Central Medical Facility, 1,722 Beds - *Brownfield*
- Northeast Ohio Correctional Center, CCA Private Operated Facility, 1,722 Beds – *Wood & Chemical Furniture Manufacturing*

Excerpt from American Institute of Architects AIA
Community News Sustainable Design Opportunities in
Detention and Correctional Facility Architecture

“If possible, consider brownfield sites such as abandoned landfills or industrial facilities that may be reclaimed for prisons in rural areas. In addition to reducing the loss of green space, using such sites may qualify the developing authority for financial or in-kind assistance from federal or state agencies.”

Essex County Correctional Center, Newark, NJ



In recent years, Chemical Row and the surrounding area have become the home of the Essex County Correctional Facility. The \$416 million county jail is sitting on the former site of Hoechst-Celanese, a chemical plant that produced formaldehyde. Before Celanese, Texaco operated a petroleum distribution plant at this site. be reclaimed for prisons in rural



Cuyahoga County Juvenile Justice Center



“ . . . recommended a 16-acre brownfield in the Fairfax community . . . With a history of manufacturing going back to the 1800s, . . . the principal manufacturing plant for Peerless Motor Company, . . . converted its plant into a brewery . . . An EPA project in the 1990s to remove PCBs from the Quincy Avenue site . . . The cleanup itself entailed scraping out an average of 19 feet of dirt—right down to the bedrock—and replacing it with clean fill across most of the site. During the process it looked like a 12-acre bath tub. Some 400,000 cubic yards of soil were removed to two specialized landfills . . . Ultimately, the Ohio EPA called the Quincy Avenue property the cleanest site in the State.”

Escambia County Jail – Site Evaluations



CDCR Stockton Correctional Hospital



Tarrant County Jail



San Mateo Maple Street Jail



Northeast Ohio Correctional Center



Comparative Analysis and Cost Evaluation

Site Evaluation Matrix

Site Capability

- Supportive Site Configuration
- Restrictions or Covenants
- Degree of Design Limitations

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Total Site Area (acres)	35.9	54.1	50.3
Buildable Site Area (acres)	28.7	40.6	30.2
Site Capability	Good	Poor	Good

Site Evaluation Matrix

Site Location

- General Accessibility
- Proximity to Courts
- Centralized for Law Enforcement access
- Proximity to Emergency Services
- Public Transportation Access

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Total Site Area (acres)	35.9	54.1	50.3
Buildable Site Area (acres)	28.7	40.6	30.2
Site Capability	Good	Poor	Good
Site Location	Fair	Fair	Good

Site Evaluation Matrix

Community Context

- Sensitive Adjacent Uses
- Potential for Buffer Zones
- Potential Community Resistance

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Total Site Area (acres)	35.9	54.1	50.3
Buildable Site Area (acres)	28.7	40.6	30.2
Site Capability	Good	Poor	Good
Site Location	Fair	Fair	Good
Community Context	Fair	Fair	Fair

Site Evaluation Matrix

Environmental Considerations

- Environmental Issues
- Environmental Mitigation
- Alternative Higher and Best Use
- Sustainable Design Impact

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Total Site Area (acres)	35.9	54.1	50.3
Buildable Site Area (acres)	28.7	40.6	30.2
Site Capability	Good	Poor	Good
Site Location	Fair	Fair	Good
Community Context	Fair	Fair	Fair
Environmental Considerations	Fair	Poor	Good

Site Evaluation Matrix

Ease of Development

- Zoning Change Required
- Special Studies Required
- Potential Schedule Delay (Acquisition and/or Site Preparation)
- Site Relatively Ready for Development

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Total Site Area (acres)	35.9	54.1	50.3
Buildable Site Area (acres)	28.7	40.6	30.2
Site Capability	Good	Poor	Good
Site Location	Fair	Fair	Good
Community Context	Fair	Fair	Fair
Environmental Considerations	Fair	Poor	Good
Ease of Development	Fair	Fair	Good

Site Evaluation Matrix

Acquisition Costs

- Based on County Provided Data
 - Average of Appraisals
 - Known Estimate of Probable Actual Acquisition Costs
 - Relative value per acre of similar property

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Total Site Area (acres)	35.9	54.1	50.3
Buildable Site Area (acres)	28.7	40.6	30.2
Site Capability	Good	Poor	Good
Site Location	Fair	Fair	Good
Community Context	Fair	Fair	Fair
Environmental Considerations	Fair	Poor	Good
Ease of Development	Fair	Fair	Good
Site Acquisition Cost (millions)	\$3.51	\$2.83	\$1.74

Escambia County Jail – Site Evaluations

Site Evaluation Matrix

Cost of Development

- Zoning Change Required
- Special Studies Required
- Potential Schedule Delay (Acquisition and/or Site Preparation)
- Site Relatively Ready for Development

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Total Site Area (acres)	35.9	54.1	50.3
Buildable Site Area (acres)	28.7	40.6	30.2
Site Capability	Good	Poor	Good
Site Location	Fair	Fair	Good
Community Context	Fair	Fair	Fair
Environmental Considerations	Fair	Poor	Good
Ease of Development	Fair	Fair	Good
Site Acquisition Cost (millions)	\$3.51	\$2.83	\$1.74
Site Differential Cost (millions)	\$1.79	\$2.50	\$1.50

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Site Preparation Cost			
General Fill for site areas	\$ 20,000	\$ 150,000	\$ 150,000
Off Site Traffic/ Access Road Improvements	\$ 150,000	\$ 300,000	\$ 250,000
Primary Utilities Capacity Upgrades/ Extension	\$ -	\$ 550,000	\$ -
Storm Water retention areas and structures	\$ 500,000	\$ 900,000	\$ 900,000
Site Clearing/ Demolition	\$ 815,000	\$ 400,000	\$ 100,000
Site misc. and Unknown conditions	\$ 300,000	\$ 200,000	\$ 100,000
Total Site Differential Cost (millions)	\$1.785	\$2.500	\$1.500

Escambia County Jail – Site Evaluations

EVALUATION CRITERIA	Potential Site 1 Palafox & Airport Blvd.	Potential Site 2 Brent Lane	Potential Site 3 Mid-Town Commerce
Total Site Area (acres)	35.9	54.1	50.3
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Site Capability	Good	Poor	Good
Site Location	Fair	Fair	Good
Community Context	Fair	Fair	Fair
Environmental Considerations	Fair	Poor	Good
Ease of Development	Fair	Fair	Good
Site Acquisition Cost (millions)	\$3.51	\$2.83	\$1.74
Site Differential Cost (millions)	\$1.79	\$2.50	\$1.50
Total Site Cost (millions)	\$5.30	\$5.33	\$3.24

Site Ranking

1

Mid-Town Commerce



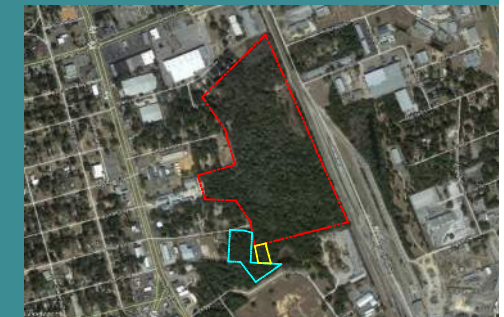
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Palafox and Airport Blvd.



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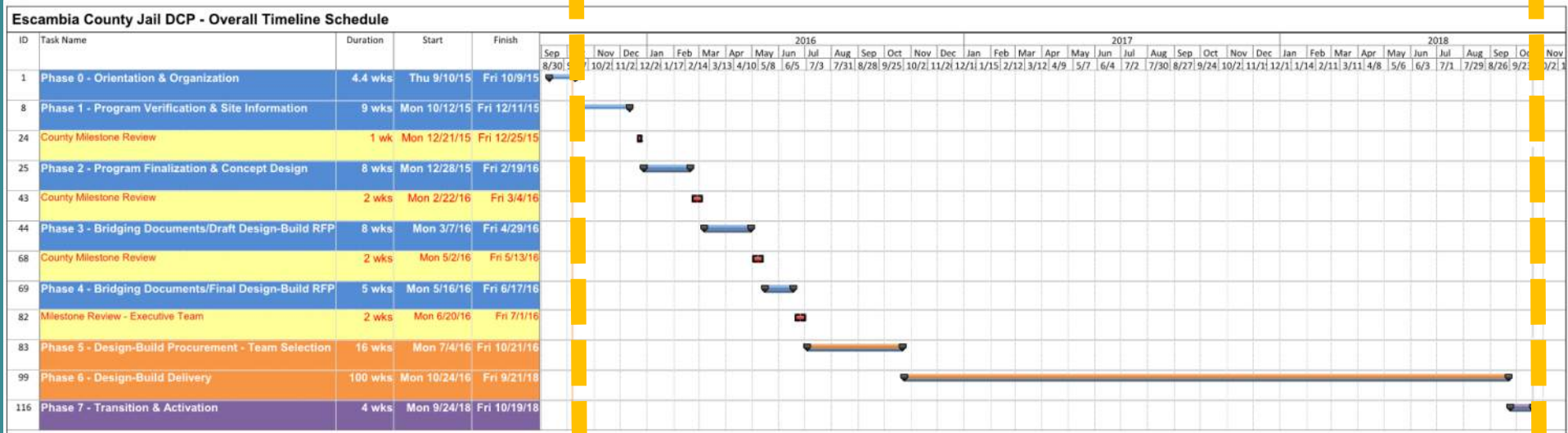
Brent Lane



Recommendations

Escambia County Jail – Site Evaluations

Project Schedule



37 MONTHS

“Moving forward with Site Selection & Acquisition is critical to meeting the overall schedule and is exacerbated by the projected 120 day window required for rezoning and state approval of land use change”

Next Steps . . .

In order to maintain the project schedule...

1. Obtain BOCC decision for site selection
2. Negotiate and enter into purchase agreement pending outcome of zoning & special studies if needed
3. Begin re-zoning process
4. Undertake any special studies if needed
5. Obtain a full site survey of the selected property
6. Obtain geotechnical and soil information of the selected property
7. Begin re-zoning process as soon as possible



Discussion

Committee of the Whole

8.

Meeting Date: 10/15/2015

Issue: LOST (Local Option Sales Tax) Economic Development Trust Fund Ordinance

From: Alison Rogers, County Attorney

Information

Recommendation:

LOST (Local Option Sales Tax) Economic Development Trust Fund Ordinance

(Alison Rogers - 15 min)

A. Board Discussion

B. Board Direction

Attachments

Draft Ordinance

Draft Resolution

ORDINANCE NO. 2015 - __

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 90, ARTICLE VI, SECTIONS 90-232 THROUGH 90-235 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; RELATING TO LOCAL SALES TAX; CREATING VOLUME 1, CHAPTER 90, ARTICLE VI, SECTION 90-236 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES ESTABLISHING THE LOCAL OPTION SALES TAX (LOST) ECONOMIC DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 212.055(2), Fla. Stat., provides for the levy of a local government infrastructure surtax (“surtax”) by the governing board in each county; and

WHEREAS, section 212.055(2), Fla. Stat. provides for the levy of the surtax pursuant to an ordinance enacted by a majority of the members of the governing body of the county and approved by a majority of the electors in the county voting in a referendum election on the surtax; and

WHEREAS, on June 2, 2005, the Board of County Commissioners adopted Ordinance 2005-14 levying a one-cent surtax in Escambia County for a period of eleven (11) years, which was subsequently approved by a majority of the electorate voting in a referendum held on March 7, 2006 (also known as LOST III); and

WHEREAS, section 212.055(2)2., Fla. Stat., provides for the extension of the surtax; and

WHEREAS, on August 21, 2014, the Board of County Commissioners adopted Ordinance 2014-32 extending the levy of the one-cent surtax in Escambia County for an additional eleven (11) year period, which was subsequently approved by a majority of the electorate voting in a referendum held on November 4, 2014 (also known as LOST

32 IV); and

33 WHEREAS, collections of LOST IV shall continue through December 31, 2028;

34 and

35 WHEREAS, both the LOST III ballot language and the LOST IV ballot language
36 provided for the establishment of a trust fund that could be used to fund economic
37 development projects that have a general public purpose of improving local economies
38 as allowed for by section 212.055(2)(d)3., Fla. Stat.; and

39 WHEREAS, the Escambia County Board of County Commissioners desires to
40 establish such an economic development trust fund that could receive qualifying funds
41 from LOST III and LOST IV collections; and

42 WHEREAS, pursuant to section 212.055(2)(d)3., Fla. Stat., the Board of County
43 Commissioners intends to make an allocation of the surtax proceeds for the purpose of
44 funding economic development projects.

45 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
46 **COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

47 **SECTION 1.** That Volume 1, Chapter 90, Article VI, Sections 90-232 through 90-235 of
48 the Escambia County Code of Ordinances is hereby amended to read as follows:

49 **Sec. 90-232. - Duration.**

50 The local sales tax imposed hereby shall be effective ~~for 15 years from the date~~
51 ~~of levy and the effective date of the surtax levied hereby is declared to be June 1, 1992~~
52 through December 31, 2028, as approved by the voters of Escambia County.

53 **Sec. 90-233. - Distribution of revenues.**

54 In accordance with ~~the local sales tax law~~ section 212.055(2), Fla. Stat.,
55 revenues of the local sales tax hereby imposed shall be distributed to the incorporated
56 municipalities within the county according to the formula provided in ~~F.S. §~~ section
57 218.62, Fla. Stat.

58 **Sec. 90-234. - Use of proceeds by county.**

59 The county's share of the proceeds shall be used for any of the following
60 purposes:

- 61 (1) ~~Infrastructure projects/public facilities~~ Capital equipment;
- 62 (2) ~~Expansion of jail facilities~~ Community services;
- 63 (3) ~~Expansion of court facilities~~ Economic development projects;
- 64 (4) ~~Road improvements~~ Growth Management Act mandates;
- 65 (5) ~~Drainage improvements~~ Infrastructure projects/public facilities;
- 66 (6) ~~Transportation improvements~~ Jail/court facilities;
- 67 (7) ~~Recreation projects/natural resources~~ Law enforcement/fire and public
68 safety facilities and equipment;
- 69 (8) ~~Mandates imposed by the Growth Management Act~~ Recreation/natural
70 resources;
- 71 (9) ~~Public safety~~ Transportation and drainage improvements.
- 72 (10) ~~Community redevelopment projects.~~

73 **Sec. 90-235. - Local sales tax levy extended.**

74 Pursuant to the authorization granted by ~~F.S. §~~ section 212.055, Fla. Stat. and
75 other applicable laws, the levy of the one-cent local sales tax was established by
76 Ordinance No. 96-50, extended by Ordinance No. 2005-14 and Ordinance 2014-32 and

77 approved by the voters of Escambia County by referendum for an eight-year period
78 from the first day of June 1999 through May 31, 2007, ~~is hereby~~ was extended by
79 Ordinance 2005-14 through December 31, 2017 and was extended by Ordinance 2014-
80 32 through December 31, 2028. The one-cent local sales tax shall be in effect
81 throughout the incorporated and unincorporated areas of Escambia County, Florida,
82 during the period January 1, 2007 through December 31, 2017 and January 1, 2018
83 through December 31, 2028. Pursuant to F.S. § 212.054(5), ~~the tax takes effect on~~
84 ~~January 1, 2007. However, as the current one-cent sales tax expires on May 31, 2007,~~
85 ~~collections under this section shall not commence until June 1, 2007.~~ This tax shall be
86 levied and imposed in accordance with F.S. ch. 212, Fla. Stat. and the rules of the
87 Department of Revenue.

88 **SECTION 2.** That Volume 1, Chapter 90, Article IV, Section 90-236 of the Escambia
89 County Code of Ordinances is hereby created to read as follows:

90 **Sec. 90-236. Establishment of Trust Fund.**

91 (1) *Short Title.* This section shall be known as the “Local Option Sales Tax
92 (LOST) Economic Development Trust Fund Ordinance.”

93 (2) *Legislative Intent.* The intent of this section is to ensure that economic
94 development projects having a general public purpose of improving local economies will
95 be funded.

96 (3) *Administration, collection and distribution of proceeds.* The surtax shall be
97 administered, collected, and enforced in accordance with the provisions of section
98 212.054, Fla. Stat. and the rules promulgated by the Florida Department of Revenue.

RESOLUTION NUMBER R2015- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, IDENTIFYING LOCAL OPTION SALES TAX (LOST) ECONOMIC DEVELOPMENT TRUST FUND AND ECONOMIC DEVELOPMENT PROJECTS TO BE FUNDED FROM THE LOST ECONOMIC DEVELOPMENT TRUST FUND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 212.055(2), Fla. Stat., provides for the levy of a local government infrastructure surtax (“surtax”) by the governing board in each county; and

WHEREAS, on June 2, 2005, the Board of County Commissioners adopted Ordinance 2005-14 levying a one-cent surtax in Escambia County for a period of eleven (11) years, which was subsequently approved by a majority of the electorate voting in a referendum held on March 7, 2006; and

WHEREAS, section 212.055(2)2., Fla. Stat., provides for the extension of the surtax; and

WHEREAS, on August 21, 2014, the Board of County Commissioners adopted Ordinance 2014-32 extending the levy of the one-cent surtax in Escambia County for an additional eleven (11) year period, which was subsequently approved by a majority of the electorate voting in a referendum held on November 4, 2014; and

WHEREAS, the tax will be collected through December 31, 2028; and

WHEREAS, the Board of County Commissioners has established a Local Option Sales Tax (LOST) Economic Development Trust Fund for the purpose of funding economic development projects having a general public purpose of improving local economies, including funding of operational costs and incentives related to economic development; and

WHEREAS, the Board of County Commissioners desires to designate the amount of LOST dollars and specific economic development projects to be funded from the trust fund by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida that:

Section 1. Recitals.

The Recitals to this Resolution are incorporated herein and made a part hereon as fully set forth below:

Section 2. Projects to be funded from the LOST Economic Development Trust Fund.

The Board of County Commissioners designates the development of the NOLF-X site in Santa Rosa County as an economic development to be funded from the LOST Economic Trust Fund.

Section 3. Findings.

The Board of County Commissioners finds that the development of the NOLF-X site serves the general public purpose of improving local economies.

Section 4. Funding.

The Board of County Commissioners designates Eight (8) million dollars of LOST III funds shall be deposited in the LOST Economic Development Trust Fund in order to fund the NOLF-X development project.

Section 9. Effective Date.

This resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

DRAFT