• Steve Donaney
Deputy Clerk

SUPPLEMENTAL AGENDA

January 25, 2011

ALACHUA COUNTY COMMISSION MEETING
COUNTY ADMINISTRATION BUILDING
12 SOUTHEAST FIRST STREET
ROOM 209

ITEM TO BE MODIFIED

- ***ITEM # 9: Health Care Board - Two Appointments and One Confirmation.*** *Addition of one late applicant for the position of 'Health Care Consumer' per Mary Lowry, Advisory Board Coordinator.*

COMMITTEE: Health Care Board 01/25/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Representative - Alachua County Health Unit -- confirm nomination of one to a term ending December 2012:					
Diane D'imperio					
Health Care Consumer: appoint one to a term ending November 2013:					
Marilyn Mesh (served 8 terms, 7 in Community Advocacy Group and 1 as Health Care Consumer, attendance satisfactory)					
Janice Moore					
Brendan Shortley					
Tom Ward (served 1 term as Community Advocacy Group member, attendance satisfactory)					
Community Advocacy Group: appoint one to a term ending December 2012:					
Brendan Shortley					
Tom Ward (served 1 term, attendance satisfactory)					

8 items

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3337

Name of Advisory Board/Committee:
Health Care Board

Applying For:
Health Care Consumer

First Name:
Marilyn

Middle Initial:

Last Name:
Mesh

Suffix:

Address:
405 SE 6 Lane

City:
High Springs

Zip Code:
32643

E-Mail Address:
mmesh@srahec.org

Home Phone:
386-454-8691

Work Phone:
386-462-1551

Ext:
113

Occupation:
Executive Director

Place of Employment
Suwannee River Area Health Education Center

Education:

BA, Masters in Education and Counseling and Masters in Acupuncture

Professional Organizations:

Florida Rural Health Assoc.
Florida Public Health Assoc.
Florida Oral Health Coalition
National Rural Health, APHA, Chamber of Commerce, Alachua and Gainesville

Age (60 and over):

Yes

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

44 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

Yes

If yes, please list board(s):

ALachua County Health Care Bd and CHOICES Bd

Civic and Professional Accomplishments/Honors:

Women of Distinction, Robert Wood Johnson Community Health Leader, Leadership Gainesville, President of multiple boards

Training or Experience Related to the Appointment:

Have been on the Alachua County Health Care Bd since it's inception

What contributions do you feel you could make if you were selected for this board?

Longevity, health care access, health policy, commitment to low income families in our area.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines or Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

Move to determine that the Shands Notice of Proposed Change by Shands Healthcare, Inc. to remove the 20 acre Shands Vista property from the SantaFe Village Development of Regional Impact does not constitute a "substantial deviation" to the SantaFe Village DRI Development Order, with the understanding that Shands Healthcare will then immediately withdraw its request for amendment of the DRI Development Order, and with the understanding that this motion does not in any way indicate that the Board will in the future support amendment of the DRI development order to remove the Shands Vista property from the DRI."

County Manager's Report January 25, 2011

1. **Rebate Checks from Gainesville Utilities for upgrades:** These checks include rebates for the ACSO Jail Kitchen Renovation Project, ACSO Headquarters Foam Re-Roof Project and ACSO Headquarters HVAC-Mechanical Modification Project and these checks will go into the Energy Re-Investment Account. GRU rebate checks received to date total $95,666.62.

Alachua County
Department of Administrative Services
FACILITIES MANAGEMENT

Charlie R. Jackson – Facilities Manager
105 S.E. 1st Avenue, Suite 2B
Gainesville, Florida 32601
Telephone: (352) 374-5229 • Fax: (352) 374-5279
Home Page: www.alachuacounty.us

January 20, 2011

MEMORANDUM

To: Alachua County Commission
Randall Reid, County Manager

Via: Betty Baker, Director of Administrative Services

From: Charlie R. Jackson, Facilities Manager

Re: **2 Customized Business Rebate Checks from Gainesville Regional Utilities for the ACSO Jail Kitchen Renovation Project, ACSO Headquarters Foam Re-Roof Project and ACSO Headquarters HVAC-Mechanical Modifications Project/Reinvesting Funds into the Energy Re-investment Account**

In 2002, Alachua County Commission approved of an Energy Reduction and Water Conservation program driving staff to integrate conservation measures into the Capital Improvement Program (CIP). This energy reduction program consists of installing energy conservation measures (ECMs) including AC retrofits, installation of foam roofing, use of solar, waterless urinals, touch free and low flow water fixtures, dual flush toilets, lighting ballasts, occupancy sensors, upgrading lighting and maximizing the use of technology to further cut consumption in County Buildings. This program became one of several major drivers requiring staff to implement various ECMs in County buildings, all aimed at reducing energy consumption.

Around 2002, County staff performed an assessment of the County's Jail "building" and after examining the mechanicals, electrical and plumbing systems using the life cycle costing (LCC) methodology, we identified opportunities to improve the overall condition of the facility by aggressively planning for and installing multiple upgrades, retrofits and major equipment replacements over a 10 year period. These major investments were included in the County's Capital Improvement Program (CIP). Many of these upgrades, retrofits and major equipment replacements are well on their way to being accomplished. Recent major projects include the completed installation of an ICON Water Reduction Project estimated to save millions of gallons of water annually; completed replacement of an old and inefficient dishwasher; completed installation of washers and dryers in the laundry room; a kitchen remodel project including the upgrades of stoves and other cooking components; replacement of old, unsafe and inefficient windows with secure, safe and energy efficient windows in the housing and common areas; and rounding out the millions of dollars invested in the Jail is the replacement of the gravel roof with foam roofing and the replacement of 76 inefficient Roof Top AC Units (RTUs) with a "State of the Art" water-cooled Chiller unit estimated to cut water and electrical usage significantly.

County staff has included all of these upgrades, retrofits and major replacements into the County's Energy Master Plan. During the design phases of these projects, staff coordinated with the appropriate utility

providers and processed the necessary paperwork qualifying many of these upgrades for their rebate program. Below are **three** of the many projects qualifying for rebates.

- **ACSO Jail Kitchen Renovation Project** ***$14,296.00 GRU Rebate Check Amount***

  The tray washing machine replacement was the first phase of the overall major kitchen renovation project. It was determined that the existing dishwasher was inefficient and in need of replacing. The cost to replace the tray washing machine was $105,551. The newly installed tray washing machine will save the County approximately 109,845 Kilowatts hours(KWH) and 20,635 gallons of water annually. This equates to an estimated annual savings of $10,497. (See attached energy study performed by Campbell Engineering)

- **ACSO Sheriff Headquarters Foam Re-Roof & Mechanical Modifications Projects**

  $2,356.64 GRU Rebate Check Amount

  ACSO Sheriff Headquarters Foam Re-Roof Project

  In 2009, it was determined that the Sheriff's Headquarters roof had numerous problems, including leaking which was potentially damaging to evidence and personal properties pending court. Facilities Management researched the Polyurethane Foam Roofing Systems (SPF) and based on economics, environment and energy efficiency gained by installing a SPF roofing system, the decision was made to install this type of system instead of replacing it with the existing type. Some of the advantages of the SPF roof system is the durability, the increased R value that the foam provides (the original roof has about an R-12 value and the addition of the foam has raised the R value to R-19) and the 10 year guarantee. The estimated annual savings for this project is approx. 2% - 4% of the annual electrical costs. Additionally, the SPF roofing system requires less maintenance and therefore reduces staff and contractor labor costs. SPF roofing systems are environmentally friendly and are considered sustainable roofing. The life of an SPF roofing system exceeds the typical built-up roof system and with proper maintenance and care (depending on climate and other factors), this roof will outlast the typical built-up roof by sixty to seventy years.

  ACSO Headquarters Mechanical Modifications Project

  Back in the 90s, Alachua County purchased an old WINN DIXIE and renovated it and today it serves as the County Sheriff's Office. During the original renovation, major modifications were made to the mechanical system resulting in in-door air quality (IAQ) and flow issues. For a number of years following this renovation, Facilities Management received complaints from ACSO Headquarters' occupants involving multiple hot and cold spots throughout the building. Due to multiple failures in 2008, County Facilities requested an emergency purchase of a new chiller unit to remedy the air flow problems. With the new chiller unit functioning properly, we discovered additional concerns during the testing and balancing phase causing staff to reexamine the IAQ and mechanicals supporting the air distribution system. During the reexamination, we completely resolved the in-door air flow (IAQ) issues by increasing the mechanicals, providing adequate air flow throughout the building. These upgrades, retrofits and modifications will save the County approximately 313,371 Kilowatts hours (KWH) and an estimated annual savings of $30,103. (See attached energy Study performed by Campbell Engineering)

As demonstrated by the implementation of these three projects and others completed to date, the County is committed to reducing the overall carbon footprint in the "built environment" and these actions are in line with the Board's goal of reducing the County's energy consumption by 1/3.

In these difficult economic times, GRU and other utility providers have offered customers rebates for cutting utility cost while reducing demands on the electrical grid.

In 2010, the BoCC approved of funds generated by rebates to be deposited into the Utility Savings Reinvestment Account. The BoCC has already received checks totaling $79,013.98 from GRU's Customized Business Rebate Program. The GRU rebate checks received to date will total $95,666.62.

Due to receiving the checks during the holiday season, they were placed in holding with Finance and Accounting.

VENDOR NO.
400688

CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES

10012146
11/09/2010

INVOICE NO	DATE	PURCHASE ORDER NO	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
17438	10/22/2010		14,296.00	0.00	14,296.00

PLEASE VERIFY ADDRESS ON FILE FOR INVOICE SUBMISSION TO GRU.
E-MAIL: ACCOUNTSPAYABLE@GRU.COM OR BY U.S. MAIL:
GAINESVILLE REGIONAL UTILITIES
P O BOX 147118, STATION A27
GAINESVILLE, FL 32614-7118

DETACH HERE BEFORE DEPOSITING CHECK

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

GRU
More than Energy
SUNTRUST BANK / SOUTH CENTRAL FLORIDA
OKEECHOBEE OFFICE
OKEECHOBEE, FL 34974

CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
P.O. BOX 147118, STATION A27
GAINESVILLE, FL 32614-7118
352-393-1427

63-215
631

10012146
11/09/2010

PAY ONLY 14,296.00 CTS

*** FOURTEEN THOUSAND TWO HUNDRED NINETY-SIX Dollars and ZERO Cents ***

$**********14,296.00*

CONTROLLED DISBURSEMENT ACCOUNT

PAY TO THE ORDER OF
ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS
C/O DONNA
PO Box 939
GAINESVILLE FL 32602

VOID OVER $14,296.00 VOID AFTER 180 DAYS

⑈10012146⑈ ⑆063102152⑆ 10000841015 33⑈

VENDOR NO.
400688

CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES

10012145
11/09/2010

INVOICE NO	DATE	PURCHASE ORDER NO	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
17437	10/22/2010		2,356.64	0.00	2,356.64

PLEASE VERIFY ADDRESS ON FILE FOR INVOICE SUBMISSION TO GRU.
E-MAIL: ACCOUNTSPAYABLE@GRU.COM OR BY U.S. MAIL:
GAINESVILLE REGIONAL UTILITIES
P O BOX 147118, STATION A27
GAINESVILLE, FL 32614-7118

DETACH HERE BEFORE DEPOSITING CHECK

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GRU
More than Energy
SUNTRUST BANK / SOUTH CENTRAL FLORIDA
OKEECHOBEE OFFICE
OKEECHOBEE, FL 34974

CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
P.O. BOX 147118, STATION A27
GAINESVILLE, FL 32614-7118
352-393-1427

63-215
631

10012145
11/09/2010

PAY ONLY 2356 64 CTSCTS

*** TWO THOUSAND THREE HUNDRED FIFTY-SIX Dollars and SIXTY-FOUR Cents ***

$**********2,356.64*

PAY TO THE ORDER OF
ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS
C/O DONNA
PO Box 939
GAINESVILLE FL 32602

CONTROLLED DISBURSEMENT ACCOUNT

Robert E. Hunziger

VOID OVER $2,356.64 VOID AFTER 180 DAYS

⑈10012145⑈ ⑆063102152⑆10000841015 33⑈

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula M. DeLaney, *Vice Chair*
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 24, 2011

Mayor Craig Lowe
City of Gainesville
P O Box 490, Station 19
Gainesville, FL 32602

Dear Mayor Lowe,

On behalf of the Board of County Commissioners I am writing to request that the City Commission provide any formal comments regarding the design of NW 16th Avenue to our Commissioin as soon as possible as we are currently at the 30% design stage of the project. We want to consider and address them in a cost efficient manner early in the planning process.

In addition I would request that the City of Gainesville Commission take over the annual maintenance of NW 16th Avenue at the completion of this reconstruction project. NW 16th Avenue lies completely within the jurisdiction of the City of Gainesville and we recognize that this roadway is a major concern of the City Commission and residents living in proximity to it within the City of Gainesville. If you could bring this up at a future Commission meeting we would like to begin the process of formally considering the transfer of ownership of this roadway.

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission
chr11.038

cc: Board of County Commissioners
Randall H Reid, County Manager
Dave Wagner, County Attorney
Richard Hedrick, Public Works Director

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363
TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

MWWGROUP

January 7, 2011

MEMORANDUM

To: **Honorable Lee Pinkoson, Chair**
Members of the Alachua County Board of County Commissioners

Through: **Randall Reid, County Manager**
Rick Mills, Director of Legislative Affairs

From: **Marilyn Berry Thompson**
F. Marion Turner

Subject: **Update on MWW Federal Advocacy Efforts for Alachua County & Development of Your FY 2012 Federal Agenda**

As Congress convenes the 112th Congress, with a new House Republican Majority and severe restrictions on earmarks, we are entering into a new era in federal advocacy for local governments. In keeping, we have prepared the following document for your review during our presentation before the Alachua County Commission. The memorandum will address the following topics.

- The FY 2011 Appropriations Process and your Federal Agenda..... 2
- Summary Table—Alachua County FY 2011 Federal Agenda 3
- Reauthorization of the SAFETEA-LU Multi-year Transportation Infrastructure Funding Bill..... 4
- Recommendations on Developing your FY 2012 Federal Agenda 6

While we had hoped to build upon our decade plus total of almost **$30 million** in targeted funding, the election outcome and its theme of spending reductions has forced the elimination of all earmarks in the FY2011 Appropriations Bills.

We hope the attached information will assist you in preparing for our upcoming appearance before the Commission, where we will provide a detailed report of our progress to date, as well as make plans for the coming year.

700 13th Street NW, 10th Floor | Washington, DC 20005 | T. 202.585.2270 | F. 202.585.2273 | www.mww.com

FY 2011 APPROPRIATION PROCESS

FY2011 Regular Appropriations Bills
Due to Congress' inability to complete action to date on any of the 12 appropriations bills, the government is currently operating under a continuing resolution that expires in March.

The Senate attempted to pass an Omnibus Appropriation Bill in December, a package that contained the FY2011 appropriation bills along with earmarks, but Majority Leader Harry Reid and Appropriations Chairman Daniel Inouye were forced to pull the bill from the floor when Senate Republicans who had initially pledged to support the bill changed their positions when threatened by their own leadership.

The current 3 month Continuing Resolution (CR) funds discretionary programs at FY2010 levels. Debate will commence in the coming weeks on what level the agencies are funded at beyond March, with conservative House Republicans advocating to role back spending to FY2008 levels. Senate Democrats and the Obama Administration will counter with higher numbers, but it is increasingly likely that reductions are coming.

Additional details on the status of each request are included on a chart on the following page.

Earmarks in the 112th Congress

HOUSE
As you probably know, the new Republican Majority in House of Representatives has outlined plans to implement a moratorium on earmarks for all House Members in the next Congress. This decision is not without controversy, with certain Republican Members having concerns over ceding targeted spending decisions to the Obama Administration and the Senate, especially in the areas of transportation and water infrastructure.

In the very near term, the Republican Leadership will codify this House-wide earmark and provide written definitions of what constitutes an earmark. The possibility remains that some exemptions may be made, but regardless, it remains a fact that there will either be no earmarks whatsoever in House Bills going forward or a very limited number of projects limited to transportation and water infrastructure.

SENATE
Due to the Democrats continued hold on the Senate Majority, there will not be an earmark moratorium in that body. Indeed, a recent vote on the Senate floor to ban earmarks was defeated 56-39. The Senate Republican Conference, however, did agree on a non-binding basis to forego earmarks, but a number of Republican Senators have indicated they will continue to seek earmarks in future appropriations bills.

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Summary Table—Alachua County FY 2011 Federal Agenda

The following table contains the current status of the County's ongoing appropriation requests.

Project Name	Description	Appropriation Bill & Request	Current Status of Request
No Wrong Door: Comprehensive Management of Offenders With Co-Occurring Mental Illness and Addiction	Ongoing work to assist the drug court and other County services in managing mentally ill drug offenders	Commerce, Justice, Science $5 million	Project not included in either House or Senate Bill.
City of Gainesville and Alachua County Public Schools Partnership for Student Success	Joint project to enhance city & county public schools	Labor, HHS, Education $2.6 million	Project not included in either House or Senate Bill.
Homeless Housing and Services Initiative	Funding to assist County officials in providing services to Homeless individuals and families	Labor, HHS, Education $4million	Project not included in either House or Senate Bill.
Energy & Green Collar Job Initiative	Comprehensive project to establish green jobs and other sustainable infrastructure in Alachua County	Energy and Water $2 million	Project not included in either House or Senate Bill.
Health Care Access Initiative	Project to enhance citizen access to health care facilities	Labor, HHS, Education $25 million	Project not included in either House or Senate Bill.
Critical Rural Services	Project to provide water infrastructure assistance to smaller rural communities within the County.	Interior and Environment $1million	Project not included in either House or Senate Bill.

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REAUTHORIZATION OF SAFETEA-LU TRANSPORTATION INFRASTRUCTURE FUNDING BILL

Background

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) is a bill that governs United States federal surface transportation spending. It was signed into law on August 10, 2005 and expired September 30, 2009. Programs funded through this bill are currently operating under a series of short term extensions, with the current extension expiring at the end of the year.

The $286.4 billion measure contains a host of provisions and earmarks intended to improve and maintain the surface transportation infrastructure in the United States, including the interstate highway system, transit systems around the country, bicycling and pedestrian facilities, and freight rail operations.

House Action

House Transportation and Infrastructure Committee Chairman James Oberstar (D-MN), recently defeated for re-election kicked of the process in the spring of 2009 with a call for Members to submit projects for consideration. We made sure that County staff were aware of these deadlines and worked with them to put together a package of projects for submission, which were submitted to Representatives Brown and Stearns prior to the deadline.

While we remained optimistic throughout 2009, and for the first half of 2010, that meaningful work would begin on this important highway infrastructure spending bill, but to date, the House has taken no further action.

Senate Action

Unlike the House, the Senate has yet to take strong interest in the transportation reauthorization process, with the only real actions being Democratic Senators issuing a call for projects in July of 2009. As a result, County projects were submitted to Senator Nelson for consideration.

Next Steps / Observations

We see this bill as a majority priority for the current Congress. The Administration has recently let it be known that they will be releasing their proposal for reauthorization in conjunction with the early February release of the transportation budget. Further, incoming House Transportation and Infrastructure Chairman John Mica (R-FL) will look to immediately craft new legislation more to his liking.

Current reports indicate that the legislation will propose spending somewhere in the $500 to $600 billion range.

In summary, expect to include these authorization requests on your next year's Federal Agenda.

County Project Requests
The following project requests have been submitted to Reps. Brown and Stearns, as well as Senator Nelson's offices for inclusion in the bill:

- Archer Braid -- $15,000,000

City of Gainesville Requests
Alachua County also lent their support to the projects requested by the City of Gainesville. Those projects are listed below.

- Depot Avenue – $18,533,804
- SW 62nd Avenue – $95,000,000
- RTS Transit Vehicle Purchase – $20,000,000
- RTS Facility Expansion – $30,000,000
- Intelligent Transportation Systems (ITS) improvements – $2,000,000

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DEVELOPMENT OF YOUR FY 2012 FEDERAL AGENDA

Finally, with the end of the year rapidly approaching, we highly recommend that elected officials and staff begin the process of formulating your FY 2012 Federal Agenda Document. Understanding the new landscape with regard to limits on earmarks, we do continue to recommend that you have an agenda, but it should be ever more targeted with an emphasis on larger infrastructure-specific projects. We have most likely seen an end to the days of the HUD EDI and HHS related projects; so your focus should be on transit and water/stormwater/sewer.

In order to assist you in beginning this process, we have provided the following observations to assist you in thinking about next year's agenda.

Appropriations Bills to Which Agenda Requests Were Made

Commerce, Justice, Science Appropriations Bill
(PROJECT: No Wrong Door: Comprehensive Management of Drug Involved Offenders)

This bill funds local government projects such as: law enforcement technology assistance; juvenile justice and gang prevention; methamphetamine control; and economic development initiatives (through the Economic Development Administration).

Energy and Water Appropriations Bill
(PROJECT: Energy Efficiency (Green Collar)

This bill exclusively funds Army Corps of Engineers flood control and erosion projects and Bureau of Reclamation initiatives. The bill also provides limited federal funding for cities to undertake "green" activities, including: construction and/or rehabilitation of properties for the purpose of making them more energy efficient; efforts to reduce fuel consumption by public vehicles; and clean and alternative energy projects at the local level.

Labor, HHS, Education Appropriations Bill
(PROJECTS: Education Initiative (Public Schools Partnership for Student Success); Homeless Services; Access to Health Care)

This bill provides funding for all health and education initiatives, along with limited labor and workforce related initiatives. The bill also includes the Institute for Museum and Library Services, which provides appropriations for museum and library collections.

Interior and Environment Appropriations Bill
(PROJECTS: Critical Rural Services)

This bill funds local government projects such as water, wastewater and stormwater infrastructure, through EPA, and historic preservation initiatives (Save America's Treasures), through the National Park Service.

Appropriations Bills Where There Are Additional Opportunities

Homeland Security Appropriations Bill

This bill funds local government projects related to homeland security and FEMA pre-disaster mitigation.

Financial Services Appropriations Bill

The Financial Services Bill, while not a primary source of funding for local governments, includes jurisdiction over the Small Business Administration, and a list of local job creation and small business assistance initiatives is included at times. Projects include small business incubators, job counseling and other training initiatives, and other economic development activities.

Transportation, Treasury, HUD Appropriations Bill

From a local government perspective, this bill provides funding for transportation projects, highway, transit and aviation, as well as all HUD-related initiatives in the public housing and economic development (CDBG-related) arenas.

MWW Group Observances and Recommendations

First and foremost, your Federal Agenda should accurately reflect your priorities, and we believe your existing agenda does exactly that. Your current agenda is concise, yet covers a wide range of needs. In addition, your present agenda is diversified in that it taps four separate appropriation bills, but it does prescribe somewhat heavily to the Labor, HHS, Education Bill (3 requests).

Listed above are three additional appropriation bills that were not targeted to which requests could be made. Should additional needs or initiatives be identified in any of the areas these bills' fund (i.e. Financial Services, FEMA or Transportation Infrastructure); we would recommend your consideration as a possible add-on to your existing agenda. A request into this currently untapped bill would increase your chances and provide your Congressional Delegation with more flexibility to assist the County, while they're making the difficult decisions required by recent changes in the appropriation process.

With regard to your overall agenda, however, we still recommend no more than six projects/initiatives.

We urge both the County Commission and staff to use the time from now until the end of the month to not only get a clear understanding of where the ongoing agenda initiatives are in terms of funds available and timeframe, but also identify a few new initiatives, possibly in the aforementioned untapped areas, that might undergo consideration for inclusion in future agendas.

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Florida State Analysis: Election 2010 Results and Outlook

I. Overview

- U.S. Senate: No party change
- U.S. House of Representatives: Republican (+4)
- Governor's Race: Republican Hold –Rick Scott Elected Governor

II. U.S. Senate

In the Senate, junior Republican Senator Marco Rubio replaced interim Senator George LeMieux by defeating Democrat Rep. Kendrick Meek and Independent Charlie Crist with 49% of the vote.

Senior Democrat Senator Bill Nelson was not up for reelection this cycle, and will next be on a ballot in 2012.

Committee Outlooks:

Senator Bill Nelson (D)

- Committee Memberships:
  - ✓ Armed Services
  - ✓ Budget
  - ✓ Commerce, Science and Transportation
  - ✓ Finance
  - ✓ Select Intelligence
  - ✓ Special Committee on Aging

Senator Nelson will most likely retain his seats on all of the standing committees of which he is a member, although ratios may decrease slightly in order to provide more seats for Republicans. The exception may be the Select Committee on Intelligence, which does rotate periodically, but whose Membership will not become clear until later. On the Armed Services Committee, Nelson will retain the Chair of the Emerging Threats and Capabilities Subcommittee. Nelson will also continue to Chair the Space Subcommittee on the Commerce, Science and Transportation Committee.

Senator Marco Rubio (R)

- Committee Membership:
  - ✓ To be determined

Senate Republicans have not yet assigned Committees for newly elected Senators, but may look to place Rubio in slots previously held by Senator LeMieux, which include: Armed Services; Commerce, Science and Transportation; and the Special Aging Committee.

III. U.S. House of Representatives

Increased Seniority, Full and Subcommittee Chairmanships, Leadership Assignments:

It is important to note that Florida's overall number of very senior positions including full committee and subcommittee chairmanships have increased significantly. Florida will have three (3) full committee chairmanships—John Mica as Chair of Transportation & Infrastructure; Ileana Ros-Lehtinen as Chair of Foreign Affairs; and Jeff Miller as Chair of Veterans' Affairs Committee.

Second, the number of subcommittee chairmanships has increased—i.e., Bill Young as Chairman of Defense appropriations; Cliff Stearns as Chairman of Energy and Commerce Oversight and Transportation, among others.

Finally, certain Members of the Florida delegation have been appointed to leadership roles by their respective leadership—including Debbie Wasserman Schultz as the Vice Chair of the Democratic Steering and Policy Committee.

NEW MEMBERS

In the House, Republicans now have a 19-6 edge within the Florida Congressional Delegation. There are nine new Representatives from Florida – seven Republicans and three Democrats:

- ✓ Steve Southerland (R-FL2), who defeated Rep. Alan Boyd;
- ✓ Richard Nugent (R-FL5), who replaced retiring Rep. Ginny Brown-Waite;
- ✓ Daniel Webster (R-FL8), who defeated Rep. Alan Grayson;
- ✓ Dennis Ross (R-FL12), who replaced retiring Rep. Adam Putnam;
- ✓ Frederica Wilson (D-FL17), who replaced retiring Rep. Kendrick Meek;
- ✓ Ted Deutch (D-FL19), who replaced retiring Rep. Robert Wexler;
- ✓ Allen West (R-FL22), who defeated Rep. Ron Klein;
- ✓ Sandra Adams (R-FL24), who defeated Rep. Susan Kosmas; and
- ✓ David Rivera (R-FL25), who replaced Rep. Mario Diaz-Balart[1].

NOTE: All Committee assignments have NOT been filled as of 1/21/2011. However, some key Appointments have been reported, and this information has been integrated into the member-by-member highlights that follow.

[1] Rep. Mario Diaz-Balart, formerly of FL District 25, ran unopposed to replace his retiring brother, Rep. Lincoln Diaz-Balart, in FL District 21.

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Highlights on New Florida Delegation Members

Congressman-Elect Steve Southerland (FL-2)

Southerland was elected by defeating Democrat Alan Boyd with 54% of the vote. Residing in Panama City, Fl, he earned a bachelor's in business administration from Troy University. Southerland operates Southerland Family Funeral Homes, which was started by his grandfather and is based in Panama City. He has served on numerous boards and commissions including the Bay County Chamber of Commerce, the Bay Defense Alliance, the Florida State University Development Board and the Bay Education Foundation. Southerland and wife, Susan, have four daughters.

New Committee Assignments:

- ✓ Transportation and Infrastructure
  - Highways and Transit Subcommittee
  - Aviation Subcommittee
- ✓ Agriculture
- ✓ Natural Resources
  - Fisheries, Wildlife, Oceans, and Insular Affairs Subcommittee

Congressman-Elect Richard Nugent (FL-5))

Nugent won without much difficulty, defeating Democratic Challenger Jim Piccillo 67-33%. Rich Nugent was born in Evergreen Park, Ill., and now lives in Spring Hill, Fla. He earned a master's in public administration from Troy University and graduated from the FBI National Academy in 1991. He is an Air Force reservist. Nugent began his law enforcement career in 1972 in the state of Illinois. He joined the Hernando County Sheriff's Office after moving to Florida in 1984. Nugent gained command experience in all areas of the department and served as operations bureau commander. Nugent was elected sheriff of Hernando County in 2000. He and his wife, Wendy, have three sons.

New Committee Assignments:

- ✓ Homeland Security
- ✓ Administration
- ✓ Rules

Congressman-Elect Daniel Webster (FL-8)

Webster easily defeated first-term Rep. Alan Grayson 56-38%. He was born in Charleston, W.Va., and currently lives in Orlando, Fla. He graduated from Georgia Tech with a degree in electrical engineering. His family moved in 1957 to Orlando where his father started an air conditioning business. Webster returned to Orlando to work in his family's business after graduating from college. He was elected to the Florida House of Representatives in 1980. Webster helped engineer in 1996 the Republican takeover of the Florida House and became the first Republican House speaker in more than 100 years in the process. He was elected to the

Florida Senate in 1998 and later became its majority leader. He left the Senate in 2008 due to term limits. He and his wife, Sandra, have two sons.

New Committee Assignments:

- ✓ Transportation and Infrastructure
- ✓ Rules

Congressman-Elect Dennis Ross (FL-12)

Dennis Ross replaced retiring Rep. Adam Putman, who left Congress to pursue a career in State Politics. Ross won with 48% of the vote over Democratic Challenger Lori Edwards and Independent Randy Wilkinson. Dennis Ross was born and raised in Lakeland, Fla., where he now resides. He earned a bachelor's in 1982 from Auburn University and a law degree from Samford University. Ross worked at the Holland and Knight Law firm and then - with a $10,000 loan from a neighbor - started his own law firm in Polk County. He has been involved with several community groups, and has served as president of the Lakeland Bar Association and as a board member of the Lakeland Chamber of Commerce. Ross was elected to the Florida House in 2000, serving until 2008, when he stepped down due to term limits. He enjoys hunting, fishing and camping. Ross and his wife, Cindy, have two sons.

New Committee Assignments:

- ✓ Oversight and Government Reform
- ✓ Education and the Workforce
- ✓ Energy and Commerce
    - Subcommittee on Health
    - Subcommittee on Oversight & Investigations
    - Subcommittee on Commerce, Trade & Manufacturing

Congresswoman Frederica Wilson (FL-17)

Democratic State House Member Wilson won the seat of retiring Rep. Meek with an overwhelming 86% of the vote. Frederica Wilson was born in Miami, where she now resides. She earned a bachelor's in 1963 from Fisk University and a master's from the University of Miami. Wilson also succeeded Rep. Meek in both the Florida House, from 1998 to 2002, and in the state Senate, from 2002 to the present. Wilson has worked as a teacher, principal and school board member, and now oversees a program she founded in 1992 to keep at-risk minority boys in school. She is known for wearing a cowboy hat at virtually every public appearance. Wilson is a widow and has three children.

New Committee Assignments:

- ✓ Foreign Affairs
- ✓ Science, Space and Technology

Congressman Ted Deutch (FL-19)

Deutch replaced retiring Democratic Rep. Robert Wexler with 63% of the vote over Republican Joe Budd. Ted Deutch was born and raised in Bethlehem, Penn., and now lives in West Boca Raton, Fla. He earned bachelors and law degrees from the University of Michigan. Deutch worked as a practicing attorney before winning election to the Florida Senate in 2006. He won a special election to the U.S. House in April 2010. Deutch and his wife, Jill, have three children.

New Committee Assignments:

- ✓ Judiciary
  - Crime Subcommittee
- ✓ Foreign Affairs
  - Middle East Subcommittee
  - Subcommittee on International Organizations, Human Rights, and Oversight
  - Europe Subcommittee

Congressman Allen West (FL-22)

West defeated incumbent Democratic Rep. Ron Klein 54-46%. Allen West was born and raised in Atlanta and now resides in Plantation, Fl. He earned a bachelor's in political science from the University of Tennessee, a master's in political science from Kansas State University and a master's in political theory and military operations from the U.S. Army Command and General Staff Officer College. West served in the Army for 22 years, retiring as a lieutenant colonel in 2004. He served in Iraq during both American-led wars there. He has been decorated with the Bronze Star and three Meritorious Service Medals, among other honors. After retiring from the Army, he taught high school for a year before returning to Afghanistan as an adviser to the Afghan army. West and his wife, Angela, have two daughters.

New Committee Assignments:

- ✓ Armed Services
  - Subcommittee on Emerging Threats and Capabilities
  - Subcommittee on Military Personnel
- ✓ Small Business

Congresswoman Sandra (Sandy) Adams (FL-24)

Adams defeated first-term Democratic Incumbent Susan Kosmas 60-40%. Sandy Adams was born in Wyandotte, Mich., and grew up in a military family that moved to Florida in 1964. She now lives in Orlando. Adams dropped out of high school to join the U.S. Air Force. She eventually earned her GED and joined the Orange County Sheriff's Office in 1985, serving as a deputy for 17 years. She earned a bachelor's in criminal justice from Columbia College in 2000.

Adams married a fellow deputy who was killed in the line of duty, an incident that motivated her to advocate for victims' rights in the state Legislature. She was elected to the state House in 2002, serving eight consecutive terms before stepping down due to term limits. Adams is married and has two daughters and a son.

New Committee Assignments:

- ✓ Judiciary
  - Subcommittee on Crime, Terrorism and Homeland Security
  - Subcommittee on Intellectual Property, Competition and the Internet
- ✓ Science, Space, and Technology
  - Subcommittee on Investigations and Oversight
  - Subcommittee on Space and Aeronautics

Congressman David Rivera (FL-25)

Rivera defeated Democratic Challenger Joe Garcia 52-42% to replace retiring Republican Rep. Lincoln Diaz-Balart. David Rivera was born in New York City and moved with his family to Miami in 1974. He attended Florida International University where he earned a bachelor's in political science and a master's in public administration. Rivera has deep roots in the Republican Party, working as a legislative assistant to U.S. Sen. Connie Mack and as Mack's political director in Miami during the 1988 election. Rivera also worked on the 1988 presidential campaign of then-U.S. Rep. Jack Kemp. After working in the Washington offices of the Cuban-America National Foundation, Rivera in 1991 joined the Office of Cuba Broadcasting that oversees TV and Radio Marti signals to the communist island. Rivera held several other GOP posts before winning election to the Florida House in 2002. He is single.

New Committee Assignments:

- ✓ Foreign Affairs
- ✓ Natural Resources

RETURNING MEMBERS

(FL-1) Congressman Jeff Miller

Committee Memberships:

- ✓ Veteran's Affairs (Incoming Chairman)
- ✓ Armed Services
  - Subcommittee on Air and Land Services
- ✓ Select Intelligence

Congressman Miller (R) won his sixth term with 80% of the vote. He was recently named incoming Chairman of the House Veteran's Affairs Committee. With Corrine Brown (D) and

presumably Cliff Sterns (R), Florida's role and leadership on national and Florida veterans' issues will have grown significantly. Miller will retain his positions on the Armed Services Committee and on Select Intelligence.

(FL-3) Congresswoman Corrine Brown

Committee Memberships:

- ✓ Transportation and Infrastructure
- ✓ Veteran's Affairs

Congresswoman Brown (D) won her 10th term with 63% of the vote. She will shift from Chairwoman of the Railroads Subcommittee of the Transportation and Infrastructure Committee to be the senior Democratic, Ranking Minority Member. Brown will retain her seat on the Veterans' Affairs Committee along with Floridian Jeff Miller as the new Chairman, and presumably Republican Cliff Stearns, strengthening Florida's role in veterans' issues.

(FL-4) Congressman Ander Crenshaw

Committee Memberships:

- ✓ Appropriations
- ✓ And has recently been appointed as one of the 12 "cardinals" or subcommittee chairmen; i.e., Chair of the Legislative Branch Subcommittee.

Congressman Crenshaw (R) won his 6th term with 77% of the vote. He will continue climbing the ranks of the Appropriations Committee, now being named one of the 12 most powerful Members in the House Appropriations matters.

(FL-6) Congressman Cliff Stearns

Committee Memberships:

- ✓ Energy and Commerce
- ✓ And, Congressman Stearns has been appointed as the Chairman of the Energy and Commerce Subcommittee on Oversight and Investigations, a very powerful position. He had sought the full committee chairmanship.
- ✓ Veteran's Affairs

Congressman Stearns (R) won his 12th term with 71% of the vote. Rep. Stearns was one of the finalists for the Chairmanship of the Energy and Commerce Committee but was not selected. He is expected to take over the Chair of the Communications, Technology and the Internet Subcommittee on that panel.

(FL-7) Congressman John Mica

Committee Memberships:

- ✓ Oversight and Government Reform
- ✓ Transportation and Infrastructure (Incoming Chairman)

Congressman Mica (R) won his 10th term with 59% of the vote. He was recently named incoming Chairman of the House Transportation and Infrastructure Committee. This makes the Congressman one of three standing committee chairmen who are Floridians, and one of the most powerful Members of the entire House of Representatives.

(FL-9) Congressman Gus Bilirakis

Committee Memberships:

- ✓ Foreign Affairs
- ✓ Homeland Security
- ✓ Veteran's Affairs

Congressman Bilirakis (R) won his third term with 71% of the vote.

(FL-10) Congressman Bill Young

Committee Memberships:

- ✓ Appropriations
- ✓ And, Congressman Young's appointment to the chairmanship of the Defense Appropriations Subcommittee has recently been confirmed. Young is one of three (3) Florida Members of the Appropriations Committee, and one of two (2) Florida Members serving as Subcommittee Chairmen.

Congressman Young (R) won his 21st term with 66% of the vote. Rep. Young, former Chairman of the Appropriations Committee, has been named Chairman of that Committee's Defense Subcommittee, a role he has played in the past. He has been Chairman and Ranking Minority Member of the Full Committee; and Chairman and Ranking Minority Member of the Defense Subcommittee.

(FL-11) Congresswoman Kathy Castor

Committee Memberships:

- ✓ Armed Services
- ✓ Others TBD

Congresswoman Castor (D) won her third term with 60% of the vote. However, she was too junior to hold onto her seat on the Energy and Commerce Committee. Her new committee assignments have not been finalized. This report will be updated.

(FL-13) Congressman Vern Buchanan

Committee Memberships:

- ✓ Ways and Means

Congressman Buchanan (R) won his third term with 69% of the vote. He was recently named as one of the new Members on the Ways & Means Committee. As a result, Rep. Buchanan will lose seats on one or more of the Committees above; most likely Transportation & Infrastructure.

(FL-14) Congressman Connie Mack IV

Committee Memberships:

- ✓ Oversight and Government Reform
- ✓ Foreign Affairs
- ✓ And, Congressman Mack will assume the chairmanship of the Foreign Affairs Subcommittee on the Western Hemisphere.

Congressman Mack (R) won his fourth term with 69% of the vote.

(FL-15) Congressman Bill Posey

Committee Memberships:

- ✓ Financial Services

Congressman Posey (R) won his second term with 65% of the vote.

(FL-16) Congressman Tom Rooney

Committee Memberships:

- ✓ Agriculture
- ✓ Armed Services

Congressman Rooney (R) won his second term with 67% of the vote.

(FL-18) Congresswoman Ileana Ros-Lehtinen

Committee Memberships:

- ✓ Foreign Affairs (Incoming Chairwoman)
  This makes Congresswoman Ros-Lehtinen the highest ranking Member of the House, and the 3rd highest ranking U.S. government official responsible for the conduct of international relations and the Department of State, after the President, Secretary of State, and Senate Foreign Relations Chairman.

Congresswoman Ros-Lehtinen (R) won her 12th term with 69% of the vote. She has been recently named the incoming Chairwoman of the Foreign Affairs Committee.

(FL-20) Congressman Debbie Wasserman Schultz

Committee Memberships:

- ✓ Judiciary
- ✓ Joint Library

Congresswoman Wasserman Schultz (D) won her fourth term with 60% of the vote. Due to her ranking as the most junior Democratic Member of the Appropriations Committee, Wasserman Schultz lost her position on the committee, for the time being. It is possible her "seniority" on the Democratic side will be protected, should additional seats reopen in the future.

However, the Minority Leader has appointed her to an official leadership role—Vice Chairwoman of the Democratic Steering and Policy Committee. She may also assume a seat on the House Budget Committee.

(FL-23) Congressman Alcee Hastings

Committee Memberships:

- ✓ Rules
- ✓ Select Intelligence

Congressman Hastings (D) won his 10th term with 79% of the vote.

(FL-9) Congressman Mario Diaz-Balart

Committee Memberships:

- ✓ Appropriations: Financial Services, Foreign Operations, and Transportation & Infrastructure Subcommittees.

Congressman Diaz-Balart (R), who switched districts to run in the seat of his retiring older brother Lincoln, ran unopposed. He was recently named as a new Member of the Appropriations Committee and will therefore lose one or more of his previous Committee assignments (Budget, Transportation & Infrastructure).

RECAP—AN ANALYSIS BY COMMITTEE

HOUSE

Florida's delegation underwent some significant changes with the defeat of several Florida Members—including Kosmas (D), Grayson (D), Boyd (D), Meek (D- for the U.S. Senate), Klein (D); and the retirements of Lincoln Diaz-Balart (R), Ginny Brown-Waite (R), Robert Wexler (D), and Adam Putnam (R).

Because of the size of the Republican victory in the mid-terms and the Republican leadership decision to reduce the overall size of many of the committees, there are significant changes in the membership rosters for each and every committee.

- **Leadership** – Congresswoman Debbie Wasserman Schultz (D-20) has an even more prominent role in the Democratic leadership as Vice Chairman of the Democratic Steering and Policy Committee.

- Committee Chairmanships: As noted, there are now three (3) full committee chairmanships held by Floridians:

    - John Mica, Transportation and Infrastructure
    - Ileana Ros-Lehtinen, Foreign Affairs
    - Jeff Miller, Veterans' Affairs

  There are additional subcommittee chairmanships awarded to Florida Republicans:

    - Bill Young, Defense Appropriations
    - Cliff Stearns, Energy and Commerce Subcommittee on Oversight and Investigations
    - Connie Mack, Foreign Affairs Subcommittee on the Western Hemisphere

- **Agriculture +1**
  There had been no Floridians serving on this committee. In the 112th Congress, Rooney has been appointed a seat. His subcommittee assignments still need to be determined.

- **Appropriations – 3**
  Florida had four members on the Appropriations Committee in the previous session—Young and Crenshaw (Republicans) and Boyd and Wexler (Democrats). In the 112th Congress there will only be three (3) Floridians, and all three will be Republicans; Ander Crenshaw (R) will assume the Chairmanship of the Legislative Appropriations Subcommittee, Bill Young (R) who will regain his chairmanship of the Defense subcommittee, and Mario Diaz-Balart (R).

  Long-term Member Allen Boyd (D) was defeated and Rep. Wasserman Schultz (D-20) loses her seat due to shrinking ratios. **There will be no Florida Democrats on the Appropriations Committee.**

  To date, here are the Republican subcommittee assignments:

    - Defense: 2—Bill Young (Chairman); Ander Crenshaw
    - Financial Services (Including SBA): 1—Mario Diaz Balart
    - Foreign Operations: 1—Mario Diaz Balart
    - Homeland Security: 1—Ander Crenshaw
    - Legislative: 1—Ander Crenshaw
    - MILCON/Veterans: 1—Bill Young
    - Transportation & Infrastructure: 1—Mario Diaz Balart

MWWGROUP

NOTE: There are no Floridians on the following Subcommittees:

- Agriculture
- Commerce, Justice, Science
- Energy and Water

- **Armed Services** – Allen West is the new Floridian on the committee; and unless additional appointments are made, one Floridian will lose their seat on Armed Services--Congressman Jeff Miller (R-01). Congressman Rooney (R-16) will retain his position on the committee. Kathy Castor (D-11) will join the committee as well.

- **Budget – There will be no Florida Republicans on this committee.** Democratic assignments have not been made. Congresswoman Debbie Wasserman Schultz has expressed an interest in serving on this Committee with her Appropriations/budgeting experience.

- **Education and Workforce** – Newly elected Rep. Denis Ross (R-12) will join the committee. **There will be no Florida Democrats on this committee.**

- **Energy and Commerce** – While Rep. Stearns (R-6) was not named Chairman, he will become Chairman of the Energy and Commerce Subcommittee on Oversight and Investigations. He will be the only Floridian on this powerful Committee. Rep. Castor (D-11) has lost her seat on the Committee because of larger Republican ratios.

- **Financial Services** -
  The defeat and retirement of three Floridians, Rep. Klein (D-22), Grayson (D-8) and Putnam (R-12), will leave Rep. Posey (R-15) as the lone FL Member.

- **Foreign Affairs +3**
  Florida has a strong presence on this Committee with Rep. Ros-Lehtinen (R-18) assuming the Chair and Reps. Mack (R- 14) and Bilirakis (R-9) retaining their seats. Rep. Mack will become Chairman of the Subcommittee on the Western Hemisphere. Rep. Klein's (D-22) defeat is the only loss for the state. Rep. Southerland (R-02), Rep. Ted Deutch (D-19), Rep. David Rivera (R-25), and Rep. Wilson (D-17) will also join this committee.

- **Homeland Security +1**
  Rep. Bilirakis (R-9) as the second most senior Republican on the Full Committee, will be joined by a second Floridian, Congressman Nugent (R).

- **Natural Resources** +2
  Rep. David Rivera (R-25) and Rep. Southerland (R-2) will join this committee; he will be the only Floridian on the committee.

- **Oversight and Government Reform +1**
  Congressman John Mica (R-7) will leave this committee to assume the Chairmanship of Transportation & Infrastructure. Connie Mack (R) and Dennis Ross (R) will join the committee.

- **Rules +1**
  The retirement of Rep. Diaz-Balart (R-21) left Rep. Hastings (D-21) as the lone Floridian on this powerful committee, but he will be joined by Richard Nugent (R) and Daniel Webster (R).

- **Science and Technology** – Florida lost two seats on this Committee with the defeats of Rep. Kosmas (D-24) and Grayson (D-8). Rep. Diaz-Balart will step down to assume a seat on appropriations. However, Florida will retain two seats on this committee- Congresswoman Frederica Wilson (D-17) and Congresswoman Sandy Adams (R-24) will join the committee.

- **Small Business** - Rep. Buchanan (R-13) was the lone Floridian on the Committee at this time, but he will step down to take his seat on Ways & Means. Rep. Southerland (R-2) will join the committee. Rep. West (R-22) will also join the committee.

- **Transportation and Infrastructure:**
  Florida will continue to have a strong presence here, with Rep. Mica (R-7) assuming the Chair, but will most likely lose Reps. Diaz-Balart (R-21) and Buchanan (R-13), respectively, due to their new positions on Appropriations and Ways & Means. Rep. Brown (D-3) will continue to be the senior Democrat on the panel and will likely have the top spot on the Railroads Subcommittee. Also, newly elected Rep. Dan Webster (R-8) and Rep. Steve Southerland (R-02) have been named to this committee.

- **Veterans' Affairs** – Florida also has a strong presence on this Committee with 5 current Members. Rep. Miller (R-1) has been named the new Chairman, and Reps. Stearns (R-6), Bilirakis (R-9), and Buchanan (R-13) will most likely remain as Republican Members and Rep. Brown (D-3) will remain as the senior Florida Democrat.

- **Ways and Means** – Florida loses its two seats on this Committee with the retirements of Rep. Brown-Waite (R-5) and Meek (D-17). The addition of Rep. Buchanan (R-13) keeps at least one Floridian on the Committee.

SENATE

The Senate has yet to finalize Committee Rosters for the 112th Congress.

Alachua County Florida
A Proclamation

Declaring "Rosa Parks Day" in Alachua County, Florida

Whereas, *Rosa Louise McCauly Parks was born on February 4, 1913 in Tuskegee, Alabama and, as a young woman, dedicated herself to service to her community and to the local NAACP, was a devoted wife to her husband Raymond, and also was a model citizen, faithful church member and loyal friend; and*

Whereas, *Rosa Parks was an advocate for education and community involvement in order to improve the lives of African-Americans in the segregated South; and*

Whereas, *Mrs. Parks, through her tireless efforts and unwavering principles, refused to allow herself and others to be treated as second-class citizens in America because of the color of their skin; and*

Whereas, *on December 1, 1955 Mrs. Parks displayed quiet courage as well as dignity on a Montgomery, Alabama city bus when she refused to give her seat to a white passenger, as directed by a local city ordinance, and was removed from the bus and arrested; and*

Whereas, *Mrs. Parks' actions led to a city wide bus boycott, which then led to the beginnings of the modern day civil rights movements that transformed the nation and the world, and led to the emergence of Reverend Dr. Martin Luther King, Jr. as a national leader and Nobel Peace prize winner; and*

Whereas, *racism, prejudice and hate continue to persist today in our nation and society, and in order to give due respect and honor to Rosa Parks, the recipient of countless awards, including the Presidential Medal of Freedom in 1996, and to honor the legacy Mrs. Parks left behind at her passing on October 24, 2005, all citizens of Alachua County are invited to recognize and participate in "Rosa Parks Day."*

Now, therefore, ***through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim February 4, 2011 as "Rosa Parks Day" in Alachua County, Florida.***

Duly proclaimed this 25th day of January, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "School Crossing Guard Appreciation Day" in Alachua County, Florida

Whereas, *each and every school day, Alachua County Sheriff's Office School Crossing Guards spend countless hours assisting our children across busy intersections as they arrive and depart from school; and*

Whereas, *the County of Alachua places a top priority on child safety issues and awareness that plays a critical role in ensuring the safety of our children; and*

Whereas, *School Crossing Guards often encounter adversarial, dangerous and sometimes hostile attitudes during the performance of their duties; and*

Whereas, *we acknowledge that School Crossing Guards provide an invaluable service to our community and receive little recognition or compensation for their tireless efforts; and*

Whereas, *Florida Governor Charlie Crist has proclaimed the first Friday of every February to be School Crossing Guard Appreciation Day; and*

Whereas, *we invite all Alachua County citizens to recognize these individuals for their commitment to the safety of our children.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim Friday, February 4, 2011 as "School Crossing Guard Appreciation Day" in Alachua County, Florida.

Duly proclaimed this 25th day of January, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

January 25, 2011 Regular BoCC Meeting
Agenda Item #7

Title
Appointment to the Board of Adjustment.

Amount
N/A

Description
Consider the appointment of one citizen to the Board of Adjustment.

Recommendation
Appoint one candidate to a citizen-at-large position, term ending October 2014.

Alternative(s)
Continue to advertise the vacancy

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, Member roster, Attendance roster, Applications.

Documents Requiring Action
N/A

Executive Summary
There is currently one vacancy on the Board of Adjustment, and three citizens have applied.

Background
The Board of Adjustment was created by ordinance in 1980. Its purpose is to approve, approve with conditions or deny a variance from the requirements of the provisions of the Uniform Land Development Code. Citizens may come before the board to request variances from: setback requirements, building height limits, secondary living units in cases of personal hardship, and transfer of homestead exemption to a non-family member, among others. Citizen-at-large - appoint one to a term ending October 31, 2014: James Andrisin (served 2 terms, attendance unsatisfactory) Laura Dedenback Brandon C. Kutner

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: BOA Tally Sheet.pdf
Attachment: DedenbachL with resume.pdf
Attachment: KutnerB.pdf
Attachment: AndrisinJ.pdf
Attachment: BOA Attendance.pdf
Attachment: BOA Membership.pdf

COMMITTEE: Board of Adjustment **01/25/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizen-at-large – appoint one to a term ending October 2014					
James Andrisin (served 2 terms, attendance unsatisfactory)					
Laura Dedenback					
Brandon C. Kutner					

Board of Adjustment STAFF: Nathasha Washington - (352) 374-5247				4 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
Dory Rarey Appt Date: 7/8/2008 Previous member: Conrad, Mr. William Category: Citizen-at-Large	19709 NW 230th Street High Springs, FL 32643 (h)(352) 226-6202 (w)(352) 284-6942 doryr1213@yahoo.com	6/30/2011	1	County
Elizabeth Nix Appt Date: 7/8/2008 Previous member: Merrill, Mr. Kenneth Category: Citizen-at-Large	1855 NW 42nd Avenue Gainesville, FL 32605 (h)(352) 359-0876 (w)(352) 371-4333 ext: 215 liznix@gmail.com	1/31/2012	1	County
Pearse Hayes Appt Date: 8/1/2008 Previous member: Pratt, Mr. Robert Category: Citizen-at-Large	P.O. Box 14908 Gainesville, FL 32604 (h)(352) 374-4456 (w)(352) 372-4106 hjli@bellsouth.net	7/31/2012	3	County
Jennifer Flinn Appt Date: 11/1/2008 Previous member: Drylie, Ms. Sara Category: Citizen-at-Large	264 Turkey Creek Alachua, FL 32615 (h)(386) 518-6102 Flinn6@earthlink.net	10/31/2012	2	County
VACANT Appt Date: 11/1/2010 Previous member: James Andrisin - Continues to serve Category: Citizen-at-Large	909 SW 126th Street Newberry, FL 32669 (h)(352) 333-3701 (w)(352) 548-3571 jandrisin@nfrv.org	10/31/2014	2	County
Report Date: 1/5/2011 @ 1:30 PM				

Board of Adjustment
Staff Liaison: Nathasha Washington

Member	Position	Mbr Start	Mbr End	6/2/2010 6:00 PM		7/7/2010 6:00 PM	8/4/2010 6:00 PM	9/1/2010 6:00 PM	10/6/2010 6:00 PM	12/1/2010 6:00 PM	Meetings Attended
Andrisin , Mr. James	Citizen-at-Large	11/1/2006	10/31/2010	A		A	P	A	A	P	2 of 6
Flinn , Ms. Jennifer	Citizen-at-Large	11/1/2008		P		P	P	A	P	P	5 of 6
Hayes , Mr. Pearse	Citizen-at-Large	8/1/2008		P		P	A	P	P	P	5 of 6
Nix, Elizabeth	Citizen-at-Large	7/8/2008		P		P	P	P	P	P	6 of 6
Rarey, Dory	Citizen-at-Large	7/8/2008	6/30/2011	P		A	P	P	P	NR	4 of 5

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record]
[--=Member Not Active]

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3046

Name of Advisory Board/Committee:
Board of Adjustment

Applying For:
Citizen-at-Large

First Name:
James

Middle Initial:
G

Last Name:
Andrisin

Suffix:
Mr.

Address:
909 SW 126th St

City:
Newberry

Zip Code:
32669

E-Mail Address:
jandrisin@nfrv.org

Home Phone:
352-333-3701

Work Phone:
352-548-3571

Ext:

Occupation:
Marketing Representative

Place of Employment
The Village Retirement Community

Education:

Bachelors of Science, Bowling Green State University

Professional Organizations:

Current member of Zoning Board of Adjustments, Past President and current member of the Gainesville Jaycees.

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

10 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

Yes

If yes, please list board(s):

Current member of this borad, my term expires in October of 2010. I am applying to be reappointed.

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

What contributions do you feel you could make if you were selected for this board?

I feel that my experience on this board of over 5 years helps me understand the intentions of the county commission in respect to the county's comprehensive plan.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3217

Name of Advisory Board/Committee:
Board of Adjustment

Applying For:
Citizen-at-Large

First Name:
Laura

Middle Initial:
J

Last Name:
Dedenbach

Suffix:

Address:
2820 NW 10th Place

City:
Gainesville

Zip Code:
32605

E-Mail Address:
planitus@gmail.com

Home Phone:
(352) 339-6325

Work Phone:
(352) 339-6325

Ext:

Occupation:
Urban Planner

Place of Employment
Self-employed

Education:

University of Florida - B.A. (1996)
University of Florida - Masters in Urban and Regional Planning (1999)

Professional Organizations:

American Institute of Certified Planners #016819 (2001 to present)
American Planning Association #114396 (1996 to present)
US Green Building Council
National Association of County & City Health Officials
Florida Design Out Crime Association

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

18 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

I have been a county and city planner for 13 years. During that time, I have implemented Comprehensive Plans, Land Development Codes, and ordinances for a variety of jurisdictions, including Alachua County. I was also the supervisor of the Codes Enforcement Office and Building Department for the City of Alachua.

What contributions do you feel you could make if you were selected for this board?

I understand the role of the Board of Adjustment. The Board of Adjustment hears a variety of issues, including setback variances, homestead exemptions, hardship variances, and subdivision variances. Persons submitting applications to the Board of Adjustment are usually not part of, or represented by, the development or construction industry. Appearing before a board can be a very intimidating process. I would hope to be a Board member that listens, understands, and applies the regulations in a thoughtful manner.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

2820 NW 10th Place
Gainesville, FL 32605

(352) 339-6325
planitus@gmail.com

Laura J. Dedenbach, AICP

Objective Professional résumé

Experience

2005 - present Plan-it U.S., LLC Gainesville, FL

Managing Member

- Provide consulting services to local governments and private clients, including general planning services, Comprehensive Plan amendments, Land Development Regulations amendments, Evaluation and Appraisal Reports, annexations, and expert witness testimony

2001-2005 City of Alachua Alachua, FL

Planning and Community Development Director

- Supervised the Office of Planning and Zoning, Office of Code Enforcement and Building Department, known collectively as the Planning and Community Development Department
- City Planner; Land Development Regulations Administrator, as defined by the City of Alachua Land Development Regulations; Responsible for making interpretations of Land Development Regulations, Code of Ordinances and Comprehensive Plan.
- Directly responsible for management of Comprehensive Planning, Current Planning, Zoning and Development, and Neighborhood Planning programs
- Prepared Urban Services Reports and Ordinances for voluntary annexations
- Administer Occupational License Tax Program
- Prepared and presented Comprehensive Plan and Land Development Regulations consistency determinations related to development approvals; drafting amendments to Land Development Regulations and Comprehensive Plan
- Development of Regional Impact review and monitoring
- Budgeted for Planning and Community Development Department, consultant contracts, and project management
- Prepared and maintained the Capital Improvement Plan
- Staff liaison to Community Redevelopment Agency
- Staff support to Planning & Zoning Board, Visioning Steering Committee (2002), Comprehensive Plan Advisory Committee, Land Development Regulations Advisory Committee, Economic Development Advisory Committee, City Beautification Board
- Interim Public Services Director, October 2003 through April 2004

1997-2001 **Alachua County** **Gainesville, FL**

Senior Planner (end position)

- Employed in the Growth Management Department, Office of Planning and Development, Comprehensive Planning Division & Development Services Division
- Comprehensive Planning: Responsible for the preparation of Evaluation and Appraisal Reports for several elements of the Alachua County Comprehensive Plan; Preparing staff reports with analysis on development-related Comprehensive Plan amendments; Preparation of Comprehensive Plan amendments for the Capital Improvements Element; Review of proposed annexations.
- Development Services: Responsible for the preparation of staff reports for development applications, including Comprehensive Plan and Land Development Regulations consistency determinations and concurrency analysis; Responsible for drafting revisions to Land Development Regulations and Comprehensive Plan; Development of Regional Impact Coordinator

Education

1992-1999 **University of Florida** **Gainesville, FL**

- **B.A., Political Science**, with an emphasis in State and Local Government
  Minor: Religion, with an emphasis on Church and State
- **Masters of Arts in Urban and Regional Planning**, Planning and the Built Environment and Growth Management Law track
  Master Project: Developing a Crime Prevention Through Environmental Design (CPTED) Ordinance (A how-to manual on researching and developing a CPTED ordinance, including public involvement.)

Affiliations

- American Institute of Certified Planners, 2001 to present, No. 016819
- American Planning Association, 1996 to present
- Florida Chapter of the American Planning Association, 1996 to present
- U.S. Green Building Council, member
- 1,000 Friends of Florida
- National Association of County & City Health Officials
- Member, Florida Bar Grievance Committee A, Eighth Judicial Circuit, 2003 - 2007
- Gainesville Area Chamber of Commerce

Presentations

- Pinellas Planning Council EAR-based Amendment Forum, September 12 – 14, 2006
  How to Write Goals. Objectives, and Policies
  Developing a Scope of Work and Timeline
- University of Florida, Dept. of Urban and Regional Planning
  URP 6920 – 2002 – 2007 – Local Government Planning – Challenges and Opportunities
  URP 6931 – 2008 – Managing Community Redevelopment Areas in Small Cities
  URP 6103 – 2008 – Development Review for Small Cities

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3283

Name of Advisory Board/Committee:

Board of Adjustment

Applying For:

Citizen-at-Large

First Name:

Brandon

Middle Initial:

C

Last Name:

Kutner

Suffix:

Address:

REDACTED

City:

Newberry

Zip Code:

32669

E-Mail Address:

brandon@flpba.org

Home Phone:

REDACTED

Work Phone:

352-367-4164

Ext:

Occupation:

Deputy Sheriff

Place of Employment

Alachua County Sheriff's Office

Education:

High School Graduate. Currently working toward completion of coursework to obtain my B.S. Criminology with St. Leo Univeristy. (107 semester hours complete)

Professional Organizations:

President, North-Central Chapter FL Police Benevolent Association.

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

7

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

I am an Honorably discharged member of the United States Navy (9.5 years of service) and have been active in public service for the past 17 years with numerous military and law enforcement awards/honors.

Training or Experience Related to the Appointment:

What contributions do you feel you could make if you were selected for this board?

Being a law enforcement officer, I feel that I am experienced and qualified to hear petitions made by property owners in Alachua County with regard to zoning variances and zoning appeals, and dispose of them in a manner which is both unbiased and in compliance with applicable laws and guidelines.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

January 25, 2011 Regular BoCC Meeting
Agenda Item #8

Title
Codes Enforcement Board Appointments. (Amended)

Amount
N/A

Description
Consider applications for three vacancies on the Codes Enforcement Board.

Recommendation
Appoint one citizen to the Sub-Contractor position, to a term ending November 2013; appoint one citizen to the Businessperson position, to a term ending October 2013; appoint one citizen to the Alternate position, to a term ending October 2013.

Alternative(s)
Continue to advertise the vacancies.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, attendance roster, membership roster, applications

Documents Requiring Action
N/A

Executive Summary
Currently there are three vacancies on the Code Enforcement Board, and there are three eligible applicants.

Background
The Codes Enforcement Board was created by Ordinance in 1985. The Codes Enforcement Board ("CEB") is a quasi-judicial body of seven members and two alternates. Members are appointed by the County Commission with a goal to achieve compliance on designated civil code violations, to protect the health, safety, and welfare of Alachua County. The CEB has the authority to issue findings of fact, conclusions of law, and orders to adjudicate violators of code requirements. The CEB may impose a fine if compliance is not achieved within a reasonable period of time. Sub-Contractor – appoint one to a term ending November 2013: 1) Terry Martin-Back; Businessperson – appoint one to a term ending October 2013: 1) Gordon A. Bennett (served 3 terms, attendance satisfactory), 2) Terry Martin-Back, 3) Bobbie J. Smith; Alternate – appoint one to a term ending October 2013: 1) Gordon A. Bennett (served 3 terms, attendance satisfactory), 2) Terry Martin-Back, 3) Bobbie J. Smith.

Issues
N/A

Fiscal Recommendation

N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CEB Roster 01 04 11.pdf
Attachment: CEB Attendance.pdf
Attachment: BennettG Businessperson.pdf
Attachment: MartinBackT Subcontractor.pdf
Attachment: SmithB Businessperson.pdf
Attachment: CEB Tally Sheet.pdf

COMMITTEE: Codes Enforcement Board 01/25/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Sub-Contractor – appoint one to a term ending November 2013:					
Terry Martin-Back					
Businessperson – appoint one to a term ending October 2013:					
Gordon A. Bennett (served 3 terms, attendance satisfactory)					
Terry Martin-Back					
Bobbie J. Smith					
Alternate – appoint one to a term ending October 2013:					
Gordon A. Bennett (served 3 terms, attendance satisfactory)					
Terry Martin-Back					
Bobbie J. Smith					

Code Enforcement Board STAFF: Katharine Bruning - (352) 337-6189				3 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 3/11/2008 Previous member: Cousins , Anthony D 8/6/2010 Category: Alternate		10/31/2013		County
VACANT Appt Date: 11/1/2007 Previous member: Bennett , Mr. Gordon 10/31/2010 Category: Businessperson		10/31/2013		County
VACANT Appt Date: 12/6/2007 Previous member: Ratliff , Mr. Walter 11/30/2010 Category: Sub-Contractor		11/30/2013		County
Robert Lusnia Appt Date: 2/1/2009 Previous member: Category: Alternate	Post Office Box 176 Archer, FL 32618 (h)(352) 495-9915 BigDogRanch@msn.com	1/31/2012	3	County
John Hansen Appt Date: 5/1/2010 Previous member: Vellake , Frank - Resignation Category: Architect	4919 SW 46th Street Gainesville, FL 32608 (h)(352) 375-0838 (w)(352) 494-5774 Hansen8813@bellsouth.net	4/30/2013	1	County
John Farrell Appt Date: 2/1/2009 Previous member: Adams , Ms. Carolyn (Gloria) - Term Expired Category: Citizen-at-Large	2350B NW 71st Place Gainesville, FL 32653 (h)(352) 336-1189 (w)(352) 331-4710 jfarrell@dacasso.com	1/31/2012	1	County
David Sowell Appt Date: 2/23/2010 Previous member: Preston, Mr. Allan Category: Engineer	10059 SW 95th Place Gainesville, FL 32608 (h)(352) 495-8946 (w)(352) 334-5070 ext: 5420	1/31/2013	2	County
Jerry Painter Appt Date: 2/23/2010 Previous member: Category: General Contractor	13309 NW 167th Terrace Alachua, FL 32615 (h)(352) 378-9660 (w)(352) 378-7511 jerry@paintermasonry.com	1/31/2013	4	County
Mitchell Martin Appt Date: 2/23/2010 Previous member: Category: Realtor	9742 SW 52nd Road Gainesville, FL 32608 (h)(352) 372-7446 (w)(352) 371-6100 mmrealtor@mac.com	1/31/2013	3	County
Report Date: 1/4/2011 @ 1:50 PM				

Code Enforcement Board

Staff Liaison: Katharine Bruning

Member	Position	Mbr Start	Mbr End	7/1/2010 9:00 AM	8/5/2010 9:00 AM	9/2/2010 9:00 AM	10/7/2010 9:00 AM	11/4/2010 9:00 AM	12/2/2010 9:00 AM	Meetings Attended
Bennett , Mr. Gordon	Businessperson	11/1/2007	10/31/2010	P	P	A	P	P	A	4 of 6
Cousins , Anthony D	Alternate	3/11/2008	8/6/2010	P	P	--	--	--	--	2 of 2
Farrell , John	Citizen-at-Large	2/1/2009	1/31/2012	P	P	P	P	A	P	5 of 6
Hansen , Mr. John	Architect	5/1/2010	4/30/2013	P	P	P	A	P	P	5 of 6
Lusnia , Mr. Robert	Alternate	2/1/2009	1/31/2012	P	A	P	P	P	P	5 of 6
Martin , Mr. Mitchell	Realtor	2/23/2010	1/31/2013	P	P	P	P	P	P	6 of 6
Painter , Mr. Jerry	General Contractor	2/23/2010	1/31/2013	P	P	P	P	P	P	6 of 6
Ratliff , Mr. Walter	Sub-Contractor	12/6/2007	10/7/2010	P	P	P	P	--	--	4 of 4
Sowell , David	Engineer	2/23/2010	1/31/2013	P	P	A	P	A	P	4 of 6

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record]
[--=Member Not Active]

received 10-11-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Code Enforcement Board

Board Position (type of position/category): Business Man

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: Gordon A Bennett

ADDRESS: 5010 WALDO RD #61 CITY: Gainesville FL ZIP CODE: 32609

E-MAIL ADDRESS: NA TELEPHONE: HOME: 352 538-4887 OFFICE: 352 538-4887

OCCUPATION: Retired (Sales) PLACE OF EMPLOYMENT: NA

EDUCATION: H.S. 12th PROFESSIONAL ORGANIZATIONS:

AGE: 60 and over ☒ *(Some committees/boards require 60 year age minimum for appointment)*

OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ___ Asian___ Hispanic ___ Native American ___ Pacific Islander___ White ✓ Other___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? _____ If no, what county? _____

Are you currently serving on a board?
No ☐ Yes ☑ Name of board(s): Code Enforcement Board

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Code enforcement

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

I am familiar with workings w Alachua county

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☒ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

YES ☒ NO ☐ 10-06-2010 DATE _____ SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?

YES ☑ NO ☐ 10-06-2010 DATE _____ SIGNATURE

Rev. 10/2008

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3274

Name of Advisory Board/Committee:
Code Enforcement Board

Applying For:
Businessperson or Sub-contractor

First Name:
Terry

Middle Initial:
L

Last Name:
Martin-Back

Suffix:

Address:
10930 NW 9th Pl

City:
Gainesville

Zip Code:
32606

E-Mail Address:
terry@martinback.com

Home Phone:
352-332-6842

Work Phone:
352-870-6842

Ext:

Occupation:
General Contractor/Real Estate Broker

Place of Employment
MartinBack Group Inc

Education:

3 yrs College, numerous military courses

Professional Organizations:

Builders Association of North Central Florida, Korean War Veterans Association, Veterans of Foreign Wars

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

14 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

Yes

If yes, please list board(s):

Veterans Advisory Board

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

Certified General Contractor, Real Estate Broker

What contributions do you feel you could make if you were selected for this board?

Open minded and I have the ability to listen. I have 20 years in the military with experience in making tough decisions using the leadership skills developed during training and leadership courses.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3220

Name of Advisory Board/Committee:
Code Enforcement Board

Applying For:
Businessperson

First Name:
Bobbie

Middle Initial:
J

Last Name:
Smith

Suffix:

Address:
5800 SW 20th Avenue

City:
Gainesville

Zip Code:
32607

E-Mail Address:
mpropertymanager@yahoo.com

Home Phone:
352-332-5800

Work Phone:
352-332-5807

Ext:

Occupation:
Property Management

Place of Employment
Advenir Real Estate Management

Education:

SFCC, FL Real Estate Institute,COS and MORS. Pending CAM Certification.

Professional Organizations:

Fair Housing Advisory Board, NCFAA, SAHMA

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

13 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

Yes

If yes, please list board(s):

Fair Housing Advisory Board

Civic and Professional Accomplishments/Honors:

Fair Housing Advisory Board, NCFAA, SAHMA Membe. I received a Outstanding Community Member Award from Sheriff Sadie Darnell in 2008.

Training or Experience Related to the Appointment:

I currently work in the affordable housing industry. I have worked in the Property Management industry for 12+ years. My experience includes Management of student housing communities, multi-family, and Section 8 voucher communities. I have worked with many absentee owners as well. I would like for all property owners to maintain their properties, at least to the minimum housing standards. I have Property Management experience. Now I would like to participate in the Code Enforcement process.

What contributions do you feel you could make if you were selected for this board?

I would like for all property owners to maintain their properties, at the very least, to the minimum housing standards. As a long-term Resident of Gainesville, I have been a renter, a homeowner, and a Property Manager. I also share an apartment complex owner's perspective. I can see things from many perspectives. I feel that I would be an absolute asset to your board. I would appreciate the learning opportunity as well.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

January 25, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Health Care Board - Two Appointments and One Confirmation. (Amended)

Amount
N/A

Description
Consider the appointment of two citizens and the confirmation of the nomination of one citizen to the Health Care Board.

Recommendation
Appoint one citizen to the Community Advocacy Group position, term ending November 2013, one citizen to the Health Care Consumer position, term ending November 2013, and confirm the nomination of one citizen to the position of Representative - Alachua County Health Unit, term ending December 2012.

Alternative(s)
Continue to advertise vacancies.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, membership report, attendance report, applications and letter of nomination

Documents Requiring Action
N/A

Executive Summary
The Health Care Board was established by BoCC Resolution in 1988. The board identifies specific gaps in health services currently available for low-income residents, as well as keeping the County abreast of community health care needs and the progress made in addressing those needs. A portion of the board members are citizen-based appointments, and the remaining are organizational representatives nominated for membership, whose nominations are reviewed for confirmation by the BoCC. There are eight vacancies on the Health Care Board, and four citizens have applied for positions.

Background
The Health Care Board is comprised of nineteen members plus one alternate. Members serve two-year terms. Vacancies and applications/nominations are as follows: Community Advocacy Group, term ending December 2012: 1) Brendan Shortley, 2) Tom Ward (served 1 term, attendance satisfactory); Low Income Health Care Consumer, term ending December 2011 no applicants at this time; Florida Nurses Association, term ending December 2012: no nominee at this time; Health Care Consumer, term ending November 2013: 1) Janice Moore, 2) Brendan Shortley, 3) Tom Ward (served 1 term as Community Advocacy Group member, attendance satisfactory); Dentist, term ending December 2011: no applicants at this time; Representative – Alachua County Health Unit, term ending December 2012: 1) Diane D'imperio; Pharmacist, term ending December 2011: no applicants at this time; Representative – WellFlorida, term ending December 2012: no nominee at this time.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: DimperioD ACHD with nomination.pdf
Attachment: ShortleyB Community Advocacy Group.pdf
Attachment: HCAB Membership.pdf
Attachment: MooreJ Health Care Consumer with Resume.pdf
Attachment: HCAB Attendance.pdf
Attachment: WardT Community Advocacy Group.pdf
Attachment: HCB Tally Sheet.pdf

COMMITTEE: Health Care Board **01/25/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Representative - Alachua County Health Unit -- confirm nomination of one to a term ending December 2012:					
Diane D'imperio					
Health Care Consumer: appoint one to a term ending November 2013:					
Janice Moore					
Brendan Shortley					
Tom Ward (served 1 term as Community Advocacy Group member, attendance satisfactory)					
Community Advocacy Group: appoint one to a term ending December 2012:					
Brendan Shortley					
Tom Ward (served 1 term, attendance satisfactory)					

Health Care Board STAFF: Candie Nixon - (352) 264-6754 STAFF: Megan Lang - (352) 264-6725				2 year terms Sunset date: 12/31/2018
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 1/1/2009 Previous member: Ward, Tom - Term Expired 12/31/2010 Category: Community Advocacy Group		12/31/2012		County
VACANT Category: Dentist		12/31/2011		County
VACANT Appt Date: 1/1/2009 Previous member: Rapacki, Kathy - Term Expired 12/31/2010 Category: Florida Nurses Association		12/31/2012		County
VACANT Appt Date: 1/13/2009 Previous member: Mesh , Ms. Marilyn - Term Expired 11/30/2010 Category: Health Care Consumer		11/30/2013		County
VACANT Appt Date: 1/1/2006 Previous member: Blount , Mr. K Richard - Term Expired 12/31/2007 Category: Low Income Health Care Consumer		12/31/2011		County
VACANT Category: Pharmacist		12/31/2011		County
VACANT Appt Date: 1/1/2009 Previous member: Dimperio, Ms. Diane 12/31/2010 Category: Representative - Alachua County Health Unit		12/31/2012		County
VACANT Appt Date: 1/1/2009 Previous member: Bailey, Mr. Michael 12/31/2010 Category: Representative - Wellflorida Council, Inc		12/31/2012		County
Lydia Giles Appt Date: 9/14/2010 Previous member: Blount , Mr. K Richard - Resignation Category: Alternate	6406 NW 90th Street Gainesville, 32653 (h)(352) 375-4657 (w)(352) 213-7873 drlydiagiles@yahoo.com	12/31/2011	1	County

Nancy E Wright Appt Date: 4/13/2010 Previous member: Pennypacker , Mr. Stephen - Term Expired Category: Attorney	901 NW 8th Ave, Suite D-5 Gainesville, FL 32601 (h)(352) 372-6291 (w)(352) 372-0519 nancy.wright@trls.org	12/31/2011	2	County
Thomas J Harrington Appt Date: 1/1/2011 Previous member: Gibbons , Clay - Removal for Attendance Category: Community Advocacy Group	1001 SW 16th Ave. #95 Gainesville, 32601 (h)(904) 607-3387 (w)(904) 607-3387 TJamesHarrington@aol.com	12/31/2012	1	County
Christine Clark Appt Date: 1/1/2011 Previous member: Holmes , Dr. Wanda - Resignation Category: Health Care Professional	7222 SW 17th Place Gainesville, FL 32607 (w)(352) 392-4541 ext: 228 clarkc@ufl.edu	12/31/2012	10	County
Nancy Giunta Appt Date: 4/13/2010 Previous member: Chase, Ms. Rachel - Term Expired Category: Health Care Professional	164 Turkey Creek Alachua, FL 32615 (h)(386) 418-4243 (w)(352) 334-1678 giuntnm@peds.ufl.edu	12/31/2011	10	County
Joanne Epstein Appt Date: 4/13/2010 Previous member: Holmes , Dr. Wanda Category: Health Care Professional	305 SE 2ND Avenue Gainesville, 32601 (h)(352) 642-4345 (w)(352) 335-2332 joanne.epstein@acupuncturist.edu	12/31/2011	1	County
Sally J Lawrence Ph.D. Appt Date: 5/11/2010 Previous member: Crowley , Ms. Susan - Term Expired Category: Representative - Alachua County Medical Society	235 SW 2nd Ave Gainesville, FL 32601 (h)(352) 371-6434 (w)(352) 376-0715 acmsdoctor@aol.com	12/31/2011	2	County
Diane Mauldin Appt Date: 4/13/2010 Previous member: Holmes , Dr. Wanda - Term Expired Category: Representative - Alachua County Organization for Rural Needs (ACORN)	10401 SW 8th Avenue Gainesville, FL 32607 (h)(352) 332-2253 (w)(352) 485-1133 dmauldin@acornclinic.org	12/31/2011	2	County
Judah Cordovano Appt Date: 1/1/2011 Previous member: Clark , Ms. Christine - Resignation Category: Representative - Family Practice Medical Group	625 SW 4 Ave. Gainesville, 32601 (w)(352) 392-4541 jcordovano@ufl.edu	12/31/2012	1	County
Kyle Baxter Appt Date: 10/26/2010 Previous member: Rogers, Ms. Kay M - Term Expired Category: Representative - North Florida Regional Medical Center	11523 NW 17th PL Gainesville, 32606 (h)(352) 327-8546 (w)(352) 333-4103 kyle.baxter@hcahealthcare.com	12/31/2011	1	County
Nancy S Hardt MD Appt Date: 5/11/2010	PO Box 100215 Gainesville, FL 32610			

Previous member: Giunta, Nancy - Term Expired Category: Representative - UF Physicians	(h)(352) 514-3991 (w)(352) 273-5329 hardt@ufl.edu	12/31/2011	2	County
Marina T Cecchini Appt Date: 9/14/2010 Previous member: Ellis, Georgiann - Removal for Attendance Category: Shands Hospital Representative	12833 SW 2nd Place Newberry, 32669 (h)(352) 332-2664 (w)(352) 265-0111 ext: 44464 cecchm@shands.ufl.edu	8/31/2012	1	County
Report Date: 1/6/2011 @ 2:46 PM				

Health Care Board
Staff Liaison: Candie Nixon, Megan Lang

Member	Position	Mbr Start	Mbr End	11/18/2009 4:00 PM	1/25/2010 4:00 PM	3/17/2010 4:00 PM	5/19/2010 4:00 PM	7/21/2010 4:00 PM	9/15/2010 4:00 PM	11/17/2010 4:00 PM	Meetings Attended
Bailey, Mr. Michael	Representative - Wellflorida Council, Inc	1/1/2009	12/31/2010	ANQ	C	P	A	P	P	P	4 of 6
Baxter , Kyle	Representative - North Florida Regional Medical Center	10/26/2010	12/31/2011	--	--	--	--	--	--	P	1 of 1
Cecchini , Marina T	Shands Hospital Representative	9/14/2010	8/31/2012	--	--	--	--	--	A	A	0 of 2
Clark , Ms. Christine	Representative - Family Practice Medical Group	1/1/2009	6/30/2010	PNQ	C	P	P	--	--	--	3 of 3
Clark , Ms. Christine	Health Care Professional	8/10/2010	12/31/2010	--	--	--	--	--	P	P	2 of 2
Cordovano , Judah	Representative - Family Practice Medical Group	10/26/2010	12/31/2010	--	--	--	--	--	--	P	1 of 1
Dimperio, Ms. Diane	Representative - Alachua County Health Unit	1/1/2009	12/31/2010	PNQ	C	P	P	P	P	P	6 of 6
Epstein , Joanne	Health Care Professional	4/13/2010	12/31/2011	--	--	--	A	A	A	A	0 of 4
Garst, Mr. William	Representative - Alachua County Association of Pharmacists	2/26/2008	12/31/2009	ANQ	--	--	--	--	--	--	0 of 1
Gibbons , Clay	Community Advocacy Group	1/13/2009	1/25/2010	ANQ	C	--	--	--	--	--	0 of 1
Giles , Lydia	Alternate	9/14/2010	12/31/2011	--	--	--	--	--	A	A	0 of 2
Giunta, Nancy	Health Care Professional	4/13/2010	12/31/2011	PNQ	C	P	P	A	P	A	4 of 6
Hardt MD, Dr. Nancy S	Representative - UF Physicians	5/11/2010	12/31/2011	ANQ	C	P	A	A	A	A	1 of 6
Harrington , Thomas J	Community Advocacy Group	8/10/2010	12/31/2010	--	--	--	--	--	P	P	2 of 2
Holmes , Dr. Wanda	Health Care Professional	2/26/2008	12/31/2009	PNQ	--	--	--	--	--	--	1 of 1
Lawrence Ph.D., Dr. Sally J	Representative - Alachua County Medical Society	5/11/2010	12/31/2011	ANQ	C	P	A	P	A	A	2 of 6
Mauldin, Diane	Representative - Alachua County Organization for Rural Needs (ACORN)	4/13/2010	12/31/2011	PNQ	C	P	P	P	P	P	6 of 6
Mesh , Ms. Marilyn	Health Care Consumer	1/13/2009	11/30/2010	ANQ	C	P	P	A	P	A	3 of 6
Rapacki, Kathy	Florida Nurses Association	1/1/2009	12/31/2010	PNQ	C	P	P	P	P	P	6 of 6
Rogers, Ms. Kay M	Representative - North Fla. Regional Medical Center	2/26/2008	12/31/2009	ANQ	--	--	--	--	--	--	0 of 1
Ward, Tom	Community Advocacy Group	1/1/2009	12/31/2010	PNQ	C	A	P	A	P	P	4 of 6
Wright, Ms. Nancy E	Attorney	4/13/2010	12/31/2011	ANQ	C	P	P	P	A	A	3 of 6

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record]
[--=Member Not Active]

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3259

Name of Advisory Board/Committee:
Health Care Board

Applying For:
Representative - Alachua County Health Unit (Must have letter of nomination.)

First Name:
diane

Middle Initial:

Last Name:
dimperio

Suffix:

Address:
224 SE 24 St

City:
Gainesville

Zip Code:
32641

E-Mail Address:
diane_dimperio@doh.state.fl.us

Home Phone:
352-375-6714

Work Phone:
352-334-8814

Ext:

Occupation:
Director Program Development

Place of Employment
Alachua County Health Dept

Education:

BA Sociology
MA Nutrition

Professional Organizations:

American Dietetics Association
Licensed Dietitian

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

31 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

Yes

If yes, please list board(s):

ACHCAB and PRAB

Civic and Professional Accomplishments/Honors:

Chair of ACHCAB
Chair of Alachua County Health Needs Assessment Committee,
Vice Chair of Helping Hands Board of Directors
Chair of steering committee

Training or Experience Related to the Appointment:

30+ years in providing multidisciplinary health related services to low income vulnerable populations

What contributions do you feel you could make if you were selected for this board?

Able to craft practical solutions; Identify resources,
Promote colloboration among community partners;

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

FLORIDA DEPARTMENT OF HEALTH

Charlie Crist
Governor

John Henry Thomas, M.D. Health Center

Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

November 30, 2010

Honorable Lee Pinkoson, Chair
The Board of County Commissioners
P.O. Box 2877
Gainesville, Florida 32602

Dear Chair Pinkoson,

I am pleased to submit the Alachua County Health Department's Low Income Pool Program Manager, Diane Dimperio, as my appointment to serve on the Alachua county Health Care Advisory Board.

I am pleased that Diane is able to represent the Alachua County Health Department on this very important board.

Sincerely,

Jean Munden, MPA, MPH
Administrator
Alachua County Health Department
State of Florida Department of Health

JM/sel

cc: Megan Lang, Advisory Board Liaison

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3289

Name of Advisory Board/Committee:
Health Care Board

Applying For:
Health Care Consumer

First Name:
Janice

Middle Initial:
M

Last Name:
Moore

Suffix:

Address:
4138 NW 33rd Place

City:
Gainesville

Zip Code:
32606

E-Mail Address:
m00rejm@hotmail.com

Home Phone:
352-338-1970

Work Phone:

Ext:

Occupation:
Adjunct Instructor, Allied Health

Place of Employment
City College (part-time)

Education:

MBA with concentration in Health Care Management, Bachelor of Science degree in Health Care Administration.

Professional Organizations:

None

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

Native American

Are you a resident of Alachua County?

Yes

If yes, how long?

26 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

None

Training or Experience Related to the Appointment:

22 years with North Florida/South Georgia Veterans Health System in addition to educational experience as listed above. Former Practice Manager for Integrated Psychological Services, LLC. This office provided mental health services including counseling and testing services for Vocational Rehabilitation Services in order to ensure the best plan for mental health, educational, and occupational services to promote employment. The office provided pro bono services to at least 20% of the patient population.

What contributions do you feel you could make if you were selected for this board?

As a long-time resident of Alachua County, I believe I could assist the Board in making sound decisions regarding the healthcare needs of our neighbors. I was a long-time employee serving our Nations Veterans with the North Florida/South Georgia Veterans Health System, serve as an Adjunct Instructor in Allied Health Services at our local City College in order to assist our students in medical record management, HIPAA, and legalities of such with an eye toward the protection of the patient/patient's rights. The majority of these students receive financial aid and are low income residents of Alachua county who are not covered by formal health care services.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 12, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

Janice Moore, MBA/HCM

Employment

Integrated Psychological Services, Gainesville, FL
Contact: Jeff Gedney, Psy.D., Owner/Clinical Psychologist (352) 339-4008

6/2009-7/2010 *Position Title: Practice Manager*

- Update and maintenance of patient medical system to ensure appropriate reporting mechanism and reconciliation; calculation and application of annual physician fee schedule update to ensure proper reimbursement for counseling, testing.
- Ensure knowledge of medical billing/coding practices, claims and claim correspondence requirement for Medicare and private insurance. Decreased outstanding claims by 72%
- Management of medical records, scheduling, AR/AP practices.
- Increased patient workload by 45% through marketing and advertisement.
- Ensured practice was in the strictest of compliance with medical records, release of information and HIPAA.
- Update of 1/2009-6/2009

City College of Gainesville, Gainesville, FL
Contact: Debra Newell, Ph.D., Dean, Department of Education (352) 335-4300

10/2009 – Present *Position Title: Adjunct Instructor (Contracted/Term)*
Evening instructor for *HIM2000: Medical Record Technology*: An introductory course to prepare students for a future in various positions in health care administration. Average grade of student: 90%
Instructor each term for between 10-15 students to impart:

- Knowledge of HIPPA, JCAHO and other accreditation and hospital requirements,
- Medical and legal terminology,
- Appropriate chart, read handwritten entries for correctness and completeness
- Understand requirements of signatories required on a particular patient order
- Establish the need to understand compliance and regulations as well as legal, educational, State and Federal requirements of various positions of the Health Information Management Services within an organization

---

Student, Full-Time, Saint Leo University, Gainesville Campus

- Completion of Masters of Masters in Business Administration with specialization in Health Care Management.
- Graduation May 2009

WellFlorida Council, Inc. Gainesville, FL
Contact: Julia Ackerman, MPH (352) 313-6500

10/2007-9/2008 *Position Title:* Associate Planner, Central Healthy Start Coalition
WellFlorida, Inc., was the contracted financial and administrative oversight for the Central Healthy Start Coalition responsible for providing health care for maternal and infant health within Citrus, Lake, Sumter and Hernando Counties on contractual basis.

- Demographic surveys and assessments, analysis of data for trends and key health indicators, research of public awareness toward Healthy Start activities.
- Market plans to increase awareness of Healthy Start
- Manage and work on marketing plans with two community liaisons
- Educate and orient new Board members on Board of Directors, prepare presentations for new marketing ideas, analyses of past and future trends in use.
- Research in health and educational journals information to write articles for the quarterly newsletter "Blossom" as features within the publication.

North Florida/South Georgia Veterans Health System,
fka Veterans Affairs Medical Center Gainesville/Lake City Division(s), Gainesville/Lake City, FL.
Dates of Service: October 1985 to July 2007
Contact: HR (352) 376-1611

11/2006-7/2007 *Position Title:* Program Support Assistant – Education Technician, Lake City Division

- Provided technical and administrative support to programs for new and seasoned employees.
- Supervised, mentored, and instructed participants in corporate succession planning program Stepping with Pride and Competency for Leaders 12/2006-6-2007.
- Co-facilitator and organizer of mandatory training for new employee orientation, as well as employee education and supervisory training modules.
- Researched new ways to organize training programs

4138 NW 33rd Place, Gainesville, FL 32606 Telephone: 352.338.1970 or 352.281.7997
E-mail: m00rejm@hotmail.com

3/2004-11/2006 *Position Title*: Lead Medical Records Technician, Health Information Management Section, Medical Administration Service, Gainesville Division

Position requirements include management and supervision of eight medical record technicians in daily work assignments, Chairwoman of Health Information Management planning team to raise awareness of HIPAA, JCAHO standards, Release of Information, General medical record filing principles, creation and implementation of performance improvement plans for Health Information Management Section, research practices for the development of compliance procedures on Residency Review and Supervision guidelines within a teaching facility as well as in-service educational programs for all clinical/bed services and development of "real time" chart review, written and oral communication with all Administrative Officers for bed/clinical services to identify/assign delinquent/deficient charting in order to reduce overall hospital deficiency rates.

1/2002-3/2004 *Position Title:* Administrative Assistant to the Chief, Medical Service, Gainesville Division

- Coordination with management and Chief Hospitalist in formulation and structuring of new Hospitalist Section.
- Developed web-based call schedules, liaison between physician and patients, coordinating and continuing new Hospitalist Section.
- Monitored and maintained database to ensure medical record documentation to ensure compliance with hospital standards, JCAHO and other accrediting standards.
- Designed web-based Emergency Room and Chief of Staff availability for appropriate timekeeping, designated on-line call schedules for Emergency Room and Chief of Staff availability for staffing needs.
- Developed we-based patient assignment database for new or transfer patients on ward teams to coordinate patient transfers from community hospitals.
- Utilized Baldrige criteria, Plan-Do-Check-Act, TQI and other managerial quality improvement modules within the Service to ensure strategic planning had appropriate quality indicators in place. This led to promotion to Lead, Medical Record Technician, Medical Administration Service, Health Information Section.

10/1985-1/2002 Other positions included Secretary to Associate Chief of Staff for Geriatrics and Extended Care, Administrative Assistant to Chief, Nephrology and Hypertension Section, Medical Service, Secretary to the Executive Assistant of Chief of Staff, Clerk-typist for Autopsy Section, Laboratory Service, Medical Transcriptionist, Medical Administration Service

Computer Skills

MS Office Products:

Word, Outlook, PowerPoint, Excel, and Access Database(s)

Operating Systems:

Vista, Windows XP, Microsoft 2010

Department of Veterans Affairs:

"VISTA" DOS-based software to enter, monitor and administer Time and Attendance procedures, Human Resources procedures and requests, Patient information retrieval, Miscellaneous internal communication, Request for work orders, Supply requests, Accounts payable and receivable software

Chart Review:

QuadraMed™ medical record analysis software Coordination with implementation team and beta testing for Gainesville Division with rollout to Lake City site within 6 months of implementation

Education

2005-2009, Saint Leo University, Saint Leo, FL,
MBA/HCM (MBA with a concentration in Health Care Management)

2001-2003, Saint Leo University, Saint Leo, FL,
Bachelor of Science/Health Care Administration, *Cum Laude*

2000-2001, Santa Fe Community College, Gainesville, FL
Associate of Arts/General, with Honors

4138 NW 33rd Place, Gainesville, FL 32606 Telephone: 352.338.1970 or 352.281.7997
E-mail: m00rejm@hotmail.com

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3322

Name of Advisory Board/Committee:
Health Care Board

Applying For:
Community Advocacy Group

First Name:
Brendan

Middle Initial:
M

Last Name:
Shortley

Suffix:

Address:
3324 West University Ave #125

City:
Gainesville

Zip Code:
32607

E-Mail Address:
brendan8@msn.com

Home Phone:
352-373-8185

Work Phone:
352-222-6222

Ext:
n/a

Occupation:
Education Business Owner, Teacher, Researcher, Corporate Trainer, Community Advocacy Trainer, Childhood & Health Development Trainer.

Place of Employment
TeachAndTrain Learning Center

Education:

BS-Neurobiological Sciences University of Florida 1996
BA-Psychology University of Florida 1996
Minor-Speech Pathology University of Florida 1996

Professional Organizations:

National Forensic League

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

Are you a resident of Alachua County?

Yes

If yes, how long?

25 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

-Volunteer, current Clinic Manager and President of the Helping Hands Health Clinic in Gainesville.
-Recipient of Award Citation by Mayor for Outstanding Community Service in Boynton Bch, FL
-Student Health Affairs Cabinet Director at the University of Florida
-Keynote Speaker on Healthcare & Community Betterment at the Coalition for Peace & Justice State Convention

Training or Experience Related to the Appointment:

17 years experience as a volunteer and Clinic Manager/President at a Clinic established in the community for 21 years specializing in Medical, Social, and Psychological services to the under-insured. My responsibilities include coordinating as well as helping to provide healthcare. I also help facilitate the provision of many forms of treatment (general health, social worker support, legal representation and support, and psychiatric care) as well as social and community/wellness support and education options.
30 years as a Health Insurance consumer or consumer advocate dealing in some form or fashion with the Health Insurance industry.

What contributions do you feel you could make if you were selected for this board?

I have been lucky enough for 30 years to see Health Care from all ends of the

provisional spectrum, whether it be from the many types of health providers, the well-insured consumer, or the severely under-insured. As an advocate, I have educated those in how to access Health Care and improve it. To this day I also have direct or indirect "on-the-ground" experience working with the Alachua County Health Department, CHOICES Health Care, Alachua County Social Services, Prescription Assistance Programs, Metamorphosis, Veterans Administration Hospital, etc.
This has allowed me for 25 years in Alachua County to see what all sides of Health Care want and need from us and for us. I feel that I can bring this perspective to the Board and help in any way I can. Thank you.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3319

Name of Advisory Board/Committee:
Health Care Board

Applying For:
Community Advocacy Group

First Name:
Tom

Middle Initial:
H

Last Name:
Ward

Suffix:

Address:
512 NE 7th Street

City:
Gainesville

Zip Code:
FL

E-Mail Address:
thward@ufl.edu

Home Phone:
352-371-1274

Work Phone:
352-392-4541

Ext:
228

Occupation:
Social Worker

Place of Employment
UF Family Medicine at 4th Ave.

Education:

BA (Geography) University of Colorado, Boulder 1987
MS (Biology) University of Central Florida 1994
MSW (Social Work) Florida State University 2009

Professional Organizations:

National Association of Social Workers

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

Are you a resident of Alachua County?

Yes

If yes, how long?

8 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

Yes

If yes, please list board(s):

Health Care Board - Community Advocacy Group

Civic and Professional Accomplishments/Honors:

Treasurer - Current Problems, Local Non-Profit Organization focusing on river cleanups & water resource education
Volunteer - Equal Access Clinic, Providing Social Work support for free Thursday evening medical clinic.

Training or Experience Related to the Appointment:

Four years experience as Social Worker/Patient Advocate at local community health clinic as well as volunteer work at a free evening clinic. Responsibilities include providing psychotherapy, performing bio-psychosocial assessment, helping patients obtain access to medical care, and referring patients to appropriate community support agencies. Our clinic is also a Family Medicine Residency Training Facility and my duties include educating residents about psycho-social needs of our patient population and coordinating patient care.

What contributions do you feel you could make if you were selected for this board?

I work on a daily basis with the medically underserved population in Alachua County. As a patient advocate I assist in understanding and obtaining services from programs to provide health care support and other resource needs (Housing, Employment, Food, etc.). Typical Agencies/Resources I work with include CHOICES Health Care, Alachua County Social Services, UF Charity Care, Shands Indigent Care, Prescription Assistance Programs, Medicaid, Medicare, Social Security, DCF,

and a variety of additional community agencies that provide needed services. My direct work with Physicians, Nurses, Pharmacists and other health care professionals provides additional insight regarding current services available and opportunities for improvement as they relate to the needs of Alachua County residents.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

January 25, 2011 Regular BoCC Meeting
Agenda Item #10

Title
2011 Alachua County State Legislative Program (Amended)

Amount
N/A

Description
Request Review and adoption of the 2011 Alachua County State Legislative Program.

Recommendation
Adopt the 2011 Alachua County Legislative Program.

Alternative(s)
Modify and Adopt 2011 Alachua County Legislative Program

Requested By
Rick Mills

Originating Department
County Manager Office

Attachment(s) Description
2011 Alachau County State Legislative Program

Documents Requiring Action
2011 Alachua County State Legislative Program

Executive Summary
Staff has prepared a 2011 Alachua County State Legislative Program for review and adoption by the Board of County Commissioners

Background
Each year, the Alachua County Board of County Commissioners has adopted a State Legislative Program for presentation to our local legislative delegation. The programs have included request for statutory revisions to Florida Law, advocacy positions to retain, enhance or eliminate an aspect of Florida Law and requests for specific appropriations.

Issues
The annual Alachua County State legislative Delegation meeting is scheduled for December 14, 2010 at the Kirkpatrick Criminal Justice Center.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

January 25, 2011 Regular BoCC Meeting
Agenda Item #11

Title
Request for letters of interest from potential private sector interests to partner with the County to develop its new Fairgrounds and redevlop the existing Tairgrounds site (Amended)

Amount
N/A

Description
The County has spent the past several years completing plans for a new Fairgrounds, which has an estimated development cost of $22.3 million. The County, between existing cash reserves and the bonding capacity of the newly enacted Tourist Development Tax that have been dedicated to the Fairgrounds development, has identified between ten and twelve million dollars that can be used for development of the new Fairgrounds. The County has sufficient bonding capacity to finance the difference, although it would prefer not to pledge the General Revenue funds necessary to finance a long term bond issue, and would like to explore the feasibility of establishing a public-private partnership to develop the Fairgrounds.

Recommendation
Direct staff to distribute the attached Request for Letters of Interest from the private sector, requesting responses by March 15, 2011.

Alternative(s)
Receive staff presentation and provide alternative direction

Requested By
Rick Drummond

Originating Department
County Manager's Office

Attachment(s) Description
Draft "Request for Letters of Interest from Private Sector Partners for the Development of the County's New Fairgrounds and Transforming the Existing Fairgrounds Site into a Business/Commerce Park"

Documents Requiring Action
Draft Request for Letters of Interest from Private Sector Partners for the Development of the County's New Fairgrounds and Transforming the Existing Fairgrounds Site into a Business/Commerce Park

Executive Summary
The Alachua County Board of County Commissioners has directed staff to seek input from the private sector to determine the feasiblity establishing a private-public-partnership to develop the new Fairgrounds as an alternative to financing the project with general tax revnue. In response, staff has prepared the attached Request for Letters of Interest seeking responses from private entities to provide ideas which would serve as the bases for subsequent partnership with the County in the development of a new County Fairgrounds and the redevelopment of the existing County Fairgrounds site into a Business/Commerce Park. The purpose of this Request is to compile creative ideas from the private sector to assist in the financing and construction of a new Alachua County Fairgrounds. Private entities who may be interested in participating in this project are encouraged to respond for two important reasons. First, the number and quality of responses will give an indication that there is sufficient interest for the County to

pursue a private-public-partnership. Second, the content and ideas expressed in the responses will provide the County with options to consider as it formulates the detailed documents for any subsequent procurement process. The County has spent the past several years completing plans for a new Fairgrounds, which has an estimated development cost of $22.3 million. The County, between existing cash reserves and the bonding capacity of the newly enacted Tourist Development Tax that have been dedicated to the Fairgrounds development, has identified between ten and twelve million dollars that can be used for development of the new Fairgrounds. The County has sufficient bonding capacity to finance the difference, although it would prefer not to pledge the General Revenue funds necessary to finance a long term bond issue, and would like to explore the feasibility of establishing a public-private partnership to develop the Fairgrounds. One aspect that makes this project different than a typical public private partnership is the availability of the existing Fairgrounds property, which is intended to be redeveloped into a business/commerce park, once the new Fairgrounds is completed. The property is located within the City of Gainesville's Community Redevlopment Area and Enterprise Zone, providing the opportunity for private development to pursue tax credits and other economic incentives. The property is zoned for Business/Industrial uses, affording the eventual developer a wide range of redevlopment potential. An example of the type of partnership the County might be interested in considering is one in which the private entity provides the additional financing to complete the development of the new Fairgrounds while the County provides the private entity the rights to redevelop the existing Fairgrounds property under a long-term low-cost land lease. The County, however, is not committing to this, or any other, partnership model with the private sector and is open to all creative suggestions that would result in an expeditious development of the new Fairgrounds and redevlopment of the existing Fairgrounds property while providing the greatest benefit to the Alachua County citizenry.

Background
TO BE COMPLETED

Issues
TO BE COMPLETED

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

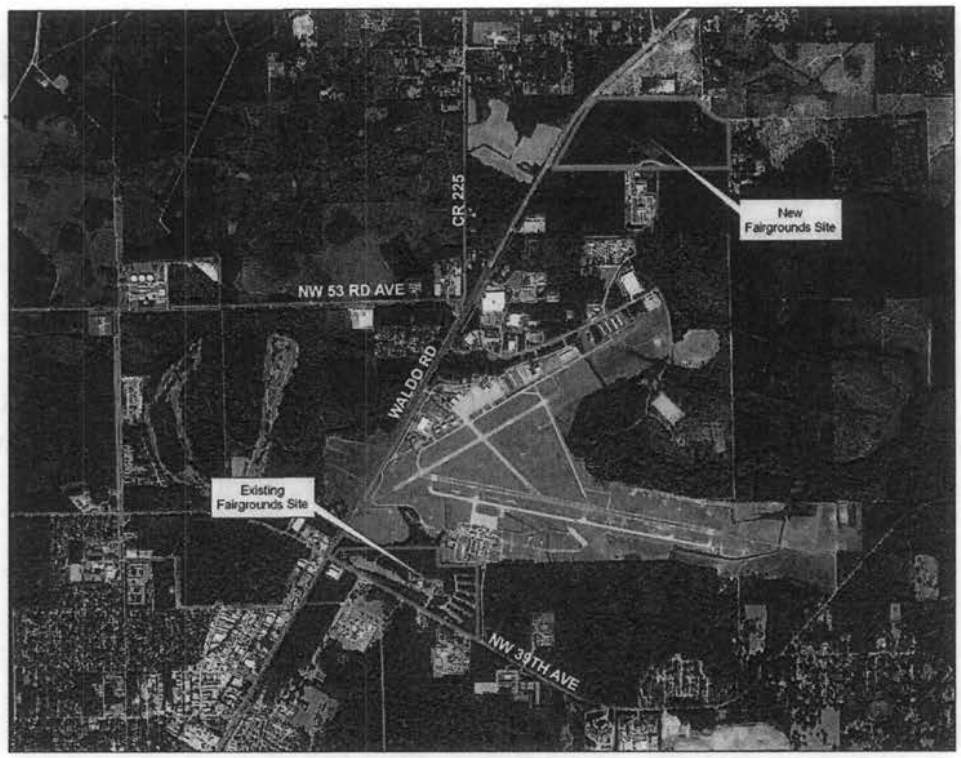
Funding Sources
N/A

Account Code(s)
N/A

Attachment: Fairgrounds RRP Public Private Prospectus.pdf

Alachua County Board of County Commissioners

Request for Letters of Interest



Private Sector Partners for the Development of the County's New Fairgrounds and Transforming the Existing Fairgrounds Site into a Business/Commerce Park

Statement of Intent

The Alachua County Board of County Commissioners is seeking Letters of Interest from private entities to partner with the County in the development of a new County Fairgrounds, a new Resource Recovery Park, and the redevelopment of the existing County Fairgrounds site into a Business/Commerce Park.

Background

The existing Fairgrounds is located on approximately 102 acres in the northeast quadrant of Waldo Road and NE 39th Avenue adjacent to the Gainesville Alachua County Regional Airport. In 2000, the Board of County Commissioners, recognizing that the facilities at the Fairgrounds were outdated and lacking in amenities, initiated a broad-based community effort to develop a plan to redevlop and modernize the Fairgrounds. Initial efforts focused on the existing site, including new fairgrounds facilities and additional venues for expanded economic opportunities.

In 2002, while the future of the Fairgrounds was being deliberated, Alachua County, the City of Gainesville and the Metropolitan Transportation Planning Organization commenced a joint planning effort to address the East Gainesville area, which had suffered from gradual economic decline and lack of investment capital, to create a framework to balance desires for expanded economic growth with the preservation of natural amenities and a "peaceful" lifestyle. Plan East Gainesville was adopted in 2003 after substantial citizen input and was subsequently incorporated into the respective Comprehensive Plans for the City and the County. One important strategy contained in Plan East Gainesville:

> Relocate the County Fairgrounds from its current location and create an office and industrial mixed-use center on the site.

The adoption of this strategy in Plan East Gainesville shifted the focus of the Fairgrounds deliberations to a search for a new site, which culminated in the County's purchase of a 150 acre parcel, known as the Weseman Tract, at Waldo Road and NE 63rd Avenue in 2006, as the site to which the Fairgrounds would be relocated. Refocused planning activities culminated in the adoption of a Fairgrounds Master Plan in 2008 and subsequent rezoning and site plan approval for the Fairgrounds in 2010.

Also in 2010, the Board of County Commissioners approved the levy of an additional 2% Tourist Development Tax (aka "bed tax") that would be applied to all hotel, motel and similar accommodations in Alachua County. This levy is intended to be used to pay for capital projects that promote tourism. Many of the components of the Fairgrounds Master Plan meet the statutory requirements for use of the bed tax, and the County Commission has allocated one of the new percents (estimated at $650,000 per year) to help defray the cost of developing the Fairgrounds.

In 2006, the County purchased a 75 acre parcel just south of the new Fairgrounds site and adjacent to the County's Laveda Brown Environmental Park, the home for the County's solid waste transfer station, a recovered materials processing facility (recycling) and a household hazardous waste recycling center. This parcel is intended for the development of a Resource Recovery Park, to provide space exclusively for companies that process recyclable materials, including organic matter, or manufacture products from recycled materials and can be networked to reduce energy and material use and be complementary to the existing uses at the adjacent Environmental Park.

New Fairgrounds – Project Description

On September 9, 2008, the Alachua County Board of County Commissioners approved the conceptual master plan for the construction of a new Fairground on 100 $\pm$ acres of the tract that is commonly referred to as the Weseman tract, located on NE Waldo Road between NE 63rd Avenue and NE 69th Avenue. This action signaled a culmination of many years of community involvement and deliberation. As approved by the Commission, the design of the new Fairground includes:

- 50,000 sq. ft. Arena/Coliseum with 5,000 permanent seating and space for 2,500 temporary seating, and 10,000 sq. ft. of meeting/office space
- 48,000 sq. ft. Multi-Purpose Auditorium/Exhibition Hall
- 50,000 sq. ft. Covered Equestrian/Livestock Arena, with tent pads and animal barns

- Midway and Events Lawn
- Parking

The Fairground is planned to be constructed in three phases. Phase I includes the first 25,000 sq. ft. of the Multi-Purpose Auditorium/Exhibition Hall, the Covered Equestrian/Livestock Arena and associated tent pads, the midway and events lawn, parking, stormwater facilities and roadways. Phase II includes the expansion of the Auditorium/Exhibition Hall and the conversion of the tent pads into animal barns. Phase III completes the development with the construction of the Arena/Coliseum.

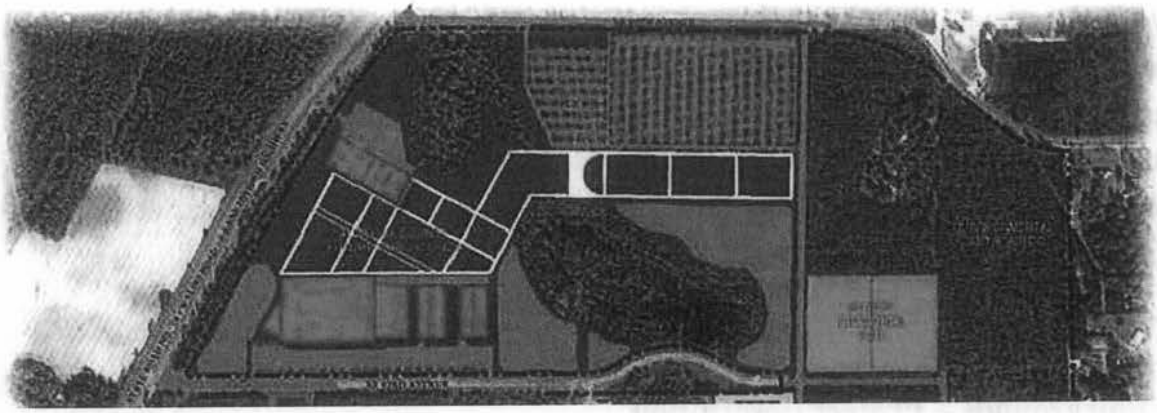


Figure 1 New Alachua County Fairgrounds Master Plan

The focus of this request for Letters of Interest is on the components of Phase I, because of its essential connection to the reinvigoration of East Gainesville as envisioned in Plan East Gainesville.

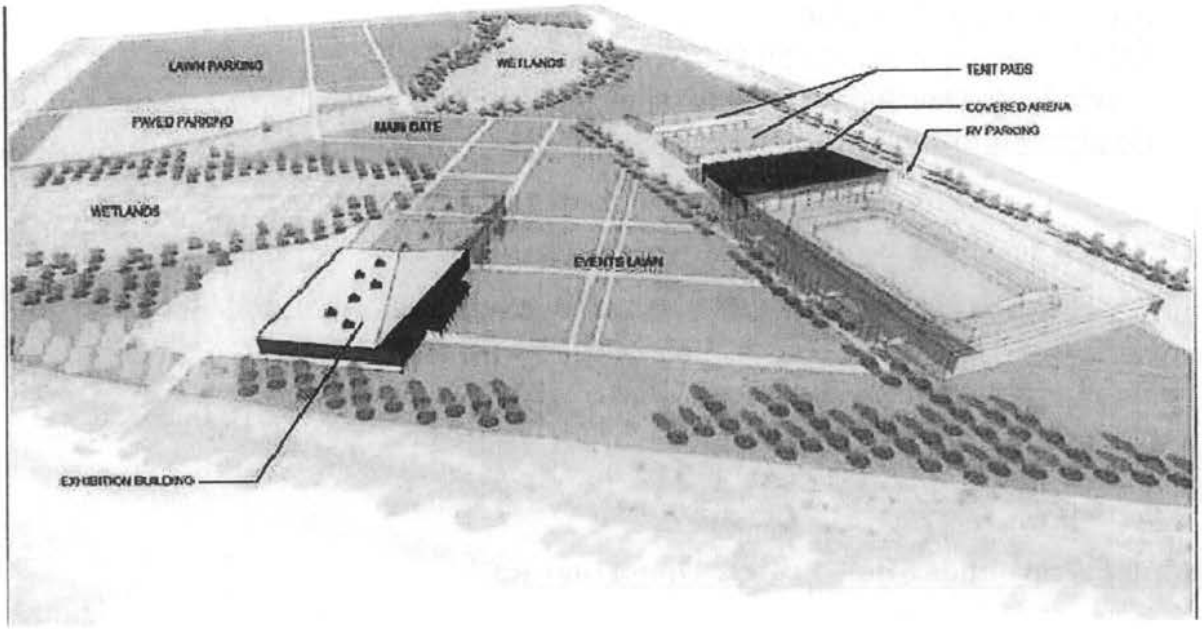


Figure 2 New Alachua County Fairgrounds Master Plan - Phase I

Phase I basically replicates the capacity of the existing Fairgrounds, although by providing state-of-the-art interior space in the new Auditorium/Exhibition Hall and enhanced facilities for equestrian and livestock events in the new Covered Equestrian/Livestock Arena, the new facility will be equipped to attract a far greater number of regional events compared to the existing facility.

The estimated cost for constructing all three phases of the new Fairgrounds is $50,500,000. Phase I construction is estimated at $20,510,000. If awarded to this project, the approximately $7,000,000 that could be financed with the estimated Tourist Development Tax available for this program will be combined with other financing strategies to complete the project.

The estimates costs for construction of Phase I of the Fairgrounds are broken out in the following Categories:

Exhibition Building: 40,000 gsf = $6,800,000
Covered Arena: 56,000 gsf = $3,600,000
Open Warm-up Arena: 15,000 gsf = $100,000
Animal Tent Pads: 65,000 gsf = $200,000
Gates/Portals/Graphics: 2 = $80,000
Fencing: 4,000 lf = $160,000
Events Lawn: 9 acres = $720,000

Paved Parking: $600,000
RV Connections: 50 = $150,000
General Site Development: $4,500,000
Fixtures/Furnishings/Equipment: $500,000(allowance)

Subtotal:	$17,410,000
Contingency:	$1,800,000
Architectural Fees and Related Soft Costs:	$1,300,000

Order of Magnitude Projected Cost: $20,510,000

Existing Fairgrounds Site – Project Opportunities

The existing Fairgrounds property is located on NE 39th Avenue in the northeast quadrant of the intersection with Waldo Road. It is located within the municipal boundaries of the City of Gainesville, adjacent to the Gainesville Regional Airport and is approximately 102 acres in size. The property is divided into two parcels. The westernmost corner of the property, consisting of approximately 5 acres, is the location of the County's Cooperative Extension Office and has Public Facilities (PF) land use and Public services and operations district (PS) zoning; the remainder of the property currently has Conservation (CON) land use and zoning.

The City of Gainesville is in the process of changing the land use and zoning of the approximately 74.5 acres portion of the property situated west and south of the yellow line shown on Figure 3 to Business Industrial (BI) land use and zoning. The eastern 27.6 acres of the property is predominately wetland and will continue to have a CON land use.

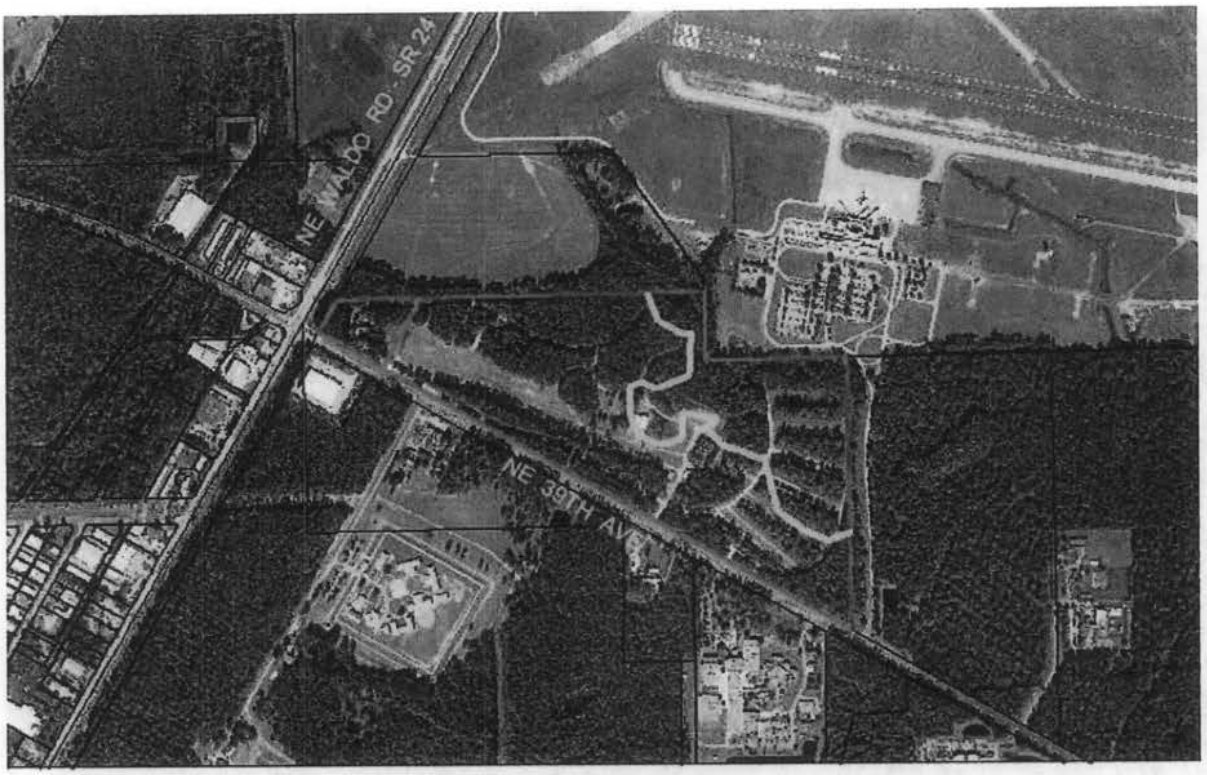


Figure 3. Existing Alachua County Fairgrounds Property

The BI land use and zoning designations have been specifically designed to implement the provisions of Plan East Gainesville, thus allowing the Fairgrounds property to be redeveloped into a mixed-use business and commerce park benefiting from its proximity to the airport. Figure 4 provides a sampling of the uses that will be allowed on this property once the rezoning process is completed. A complete copy of the BI Zoning description from the City's Land Development Code is contained in the Appendix.

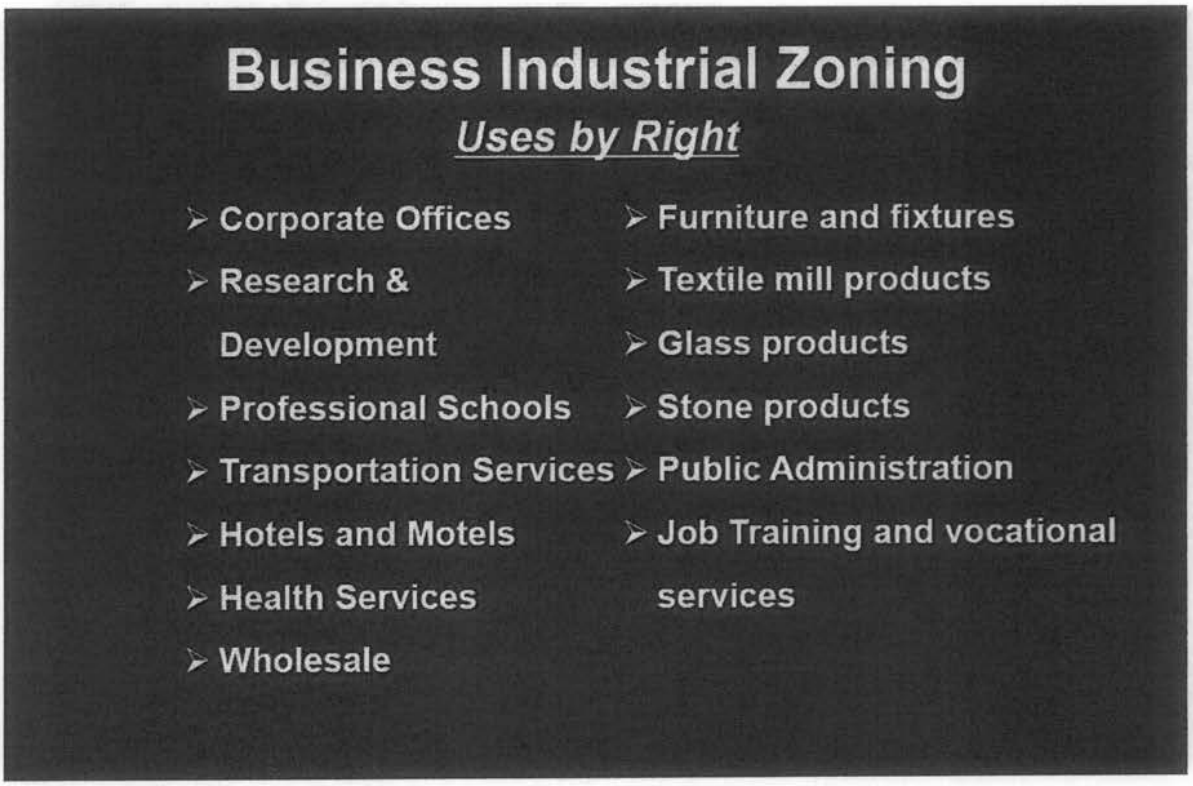


Figure 4. Representative Uses Allowed in Business Industrial (BI) Zoning

There are no specific requirements for the redevelopment of the property; it is anticipated that the property's location and the market will guide mix of uses that will locate on the property. Part of the development package will, however, include the restoration of wetlands systems in the 27.6 acre conservation area, which is currently where Fairgrounds parking is situated.

Planned Resource Recovery Park – Project Description

Financing and Partnership Opportunities

APPENDIX

Sec. 30-67.1. - Business industrial district (BI).

(a)

Purpose. The BI district is established for the purpose of providing sufficient space in appropriate locations physically suitable for the development of certain office, business and industrial uses in a combined setting. This district will facilitate the development of a business park that will cater to a variety of uses that support and complement each other and reduce external trips for goods and services. This district supports enterprises engaging in light manufacturing, processing or fabrication of products and machinery, research and development operations, business retail, medical uses and wholesale or storage distribution concerns. This district contains uses which generally are not objectionable because of noise, heavy truck traffic or fumes, or uses that can be adequately regulated for mitigation of nuisances by performance standards.

(b)

Objectives. The provisions of this district are intended to:

(1)

Provide a business/employment center that allows a variety of uses where employees have access to goods and services without having to leave the business park environment;

(2)

Accommodate enterprises with functions requiring access to transportation services by providing them with locations that are in close proximity to necessary transportation facilities such as major thoroughfares, railroads or air terminals for the reception and distribution of goods or services;

(3)

Encourage business park development in appropriate locations throughout the community where public facilities and services exist or are planned.

(4)

Allow a mix of uses that are compatible with airport operations in appropriate areas near the Gainesville Regional Airport;

(5)

Encourage such future development to occur on vacant land where the natural characteristics of such land are suitable for this type of development; and

(6)

Encourage the infill and/or redevelopment of existing areas that would benefit from the opportunity to combine business and industrial uses.

(c)

Permitted uses.

(1)

Uses by right.

SIC	Uses	Conditions
	Corporate offices	
	Day care centers	In accordance with article VI
	Eating Places	
	Places of religious assembly	In accordance with article VI
	Professional schools	As defined in article II
	Sales offices	
	Rehabilitation Centers	
	Exercise Studio	
	Research and Development in the Physical, Engineering and Life Sciences	Research and Development in the Physical, Engineering and Life Sciences, defined as establishments primarily engaged in conducting research and experimental developr in the physical, engineering, or life sciences, such as agriculture, electronics, environmental, biology, botany, biotechnology, computers, chemistry, food, fisheries, forest,

		geology, health, mathematics, medi oceanography, pharmacy, physics, veterinary and other allied subjects (NAICS 2002-541710
	Outdoor storage	In accordance with article VI
	Research, development and manufacturing of renewable energy including biofuels, solar and wind power products.	
	Facilities on premises for security personnel.	
GN 074	Veterinary services	Within fully enclosed structures and accordance with article VI
IN 0752	Animal Specialty Services	
GN 076	Farm Labor and Management Services	
GN 078	Landscape and Horticultural Services	
MG 15	Building Construction	
MG 41	Local and Suburban Transit and Interurban Highway Passenger Transportation	
MG 42	Motor Freight Transportation And Warehousing	
MG 43	United States Postal Service	
MG 45	Transportation By Air	
MG 47	Transportation Services	
MG 48	Communications	
IN 7011	Hotels and Motels	
MG 72	Personal Services	
MG 73	Business Services	
MG 75	Automotive Repair, Services and Parking	
MG 76	Miscellaneous Repair services	
MG 78	Motion Pictures	
MG 79	Miscellaneous Amusement and Recreation Services	
MG 80	Health Services	
MG 81	Legal Services	
MG 86	Membership Organizations	
MG 87	Engineering, Accounting, Research, Management and Related Services	
Division G	Retail Trade	
Division H	Finance, insurance and real estate	
SIC-8999	Services, Not Elsewhere Classified	Within enclosed buildings
Division F	Wholesale excluding the following: scrap and waste materials (IN-5093); construction and mining machinery and equipment (IN-5082); transportation equipment and supplies, except motor vehicles (IN-5088); and petroleum and petroleum products (GN-517).	
Division C	Construction, excluding heavy construction other than building construction contractors (MG-16).	
MG 20	Food and kindred products (excluding the following: wet corn milling (IN-2046), raw cane sugar (IN-2061), and beet	

	sugar (IN-2063).
MG 22	Textile mill products, excluding cotton finishing plants (IN-2261).
MG 23	Apparel and other finished products made from fabrics and similar materials
GN-243	Millwork, veneer, plywood and structural wood members
GN 244	Wood containers
MG 25	Furniture and fixtures
GN 267	Converted paper and paperboard products, except containers and boxes, excluding coated and laminated paper packaging (IN-2671).
GN 265	Paperboard containers and boxes
MG 27	Printing, Publishing and Allied Industries, excluding Gravure (IN 2754)
GN 283	Drugs excluding medicinals and botanicals (IN 2833).
GN 284	Soap, detergents and cleaning preparations, perfumes, cosmetics and other toilet preparations
MG 31	Leather and leather products
GN 323	Glass products, made of purchased glass
GN 328	Cut stone and stone products
IN 3444	Sheet metal work
MG 352	Farm and garden machinery and equipment
MG 36	Electronic and other electrical equipment and components, except computer equipment
MG 38	Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
MG 39	Miscellaneous manufacturing industries
GN 833	Job training and vocational rehabilitation services
Division J	Public Administration

(d)

Dimensional requirements. All principal and accessory structures shall be located and constructed in accordance with the following requirements:

(1)

Required yard setbacks:

a.

Front setback from an arterial street or collector street: 25 feet minimum, 60 feet maximum.

b.

Front setback from roads internal to the BI district: zero feet minimum, 20 feet maximum.

c.

Side, interior: 10 feet.

Except where the side yard abuts property which is in a residential district or which is shown for residential use on the future land use map of the comprehensive plan: 50 feet.

d.

Side, street: 20 feet.

e.

Rear: 20 feet.

Except where the rear yard abuts property which is in a residential district or which is shown for residential use on the future land use map of the comprehensive plan: 50 feet.

f.

Maximum bilding height:

When not located within an airport zone of influence: 5 stories

When located within an airport zone of influence: in accordance with the Airport Hazard Zoning Regulations

g.

Maximum Floor Area Ratio: 4.0.

h.

Maximum lot coverage: 80 percent

(2)

Within 300 feet of any property which is in a residential district or which is shown for residential use on the future land use map of the comprehensive plan, all activity and uses, except storage of equipment and parking, shall be conducted within completely enclosed buildings.

(e)

Additional requirements.

(1)

General conditions. Master planned (phased) developments and subdivisions of 3˝ acre or larger shall meet the following standards:

a.

Perimeter landscaping shall be provided averaging 25 feet in width, but not less than 15 feet in width at any given point. Such landscaped area shall be developed to attain opacity of 75 percent within three years. The design of such landscaped area may include berms, decorative masonry and shrubs; however, at a minimum shade trees from the Gainesville Tree List shall be planted approximately every 50 feet. At least 50 percent of the landscaped area must be devoted to living plant materials, and the stormwater management, drainage and parking uses shall not encroach upon the landscaped area. Heritage and Champion trees preserved on site may be used to meet this requirement with the approval of the appropriate reviewing board and if the intent of this provision is being met.

b.

The development shall be designed to provide safe and convenient access from public transit routes, sidewalks and bikeways to uses within the development. Sidewalks are required for both sides of internal streets (public or private) and external public streets abutting the development.

c.

Service areas and mechanical equipment shall be sited so as to minimize visibility from the perimeter of the development and shall be designed and situated so as to minimize impacts on adjacent properties.

d.

Access shall be designed, insofar as possible, to promote shared use of driveways between adjacent lots and to local streets.

e.

Stormwater management systems shall be designed to maximize an integrated design among the various lots or tracts within the development. The aesthetic treatment of retention/detention facilities through the use of contour, landscaping and the incorporation of water features shall be encouraged.

(2)

Standards for manufacturing uses. All permitted manufacturing uses (classified as MG-20 through MG-39 of the Standard Industrial Classification Manual) shall conform to the following additional standards:

a.

The manufacturing use shall be limited to the fabrication, manufacture, assembly or processing of materials which are, for the most part, already in processed form.

b.

All activity and uses except storage, loading and unloading operations, and parking shall be conducted within completely enclosed buildings.

c.

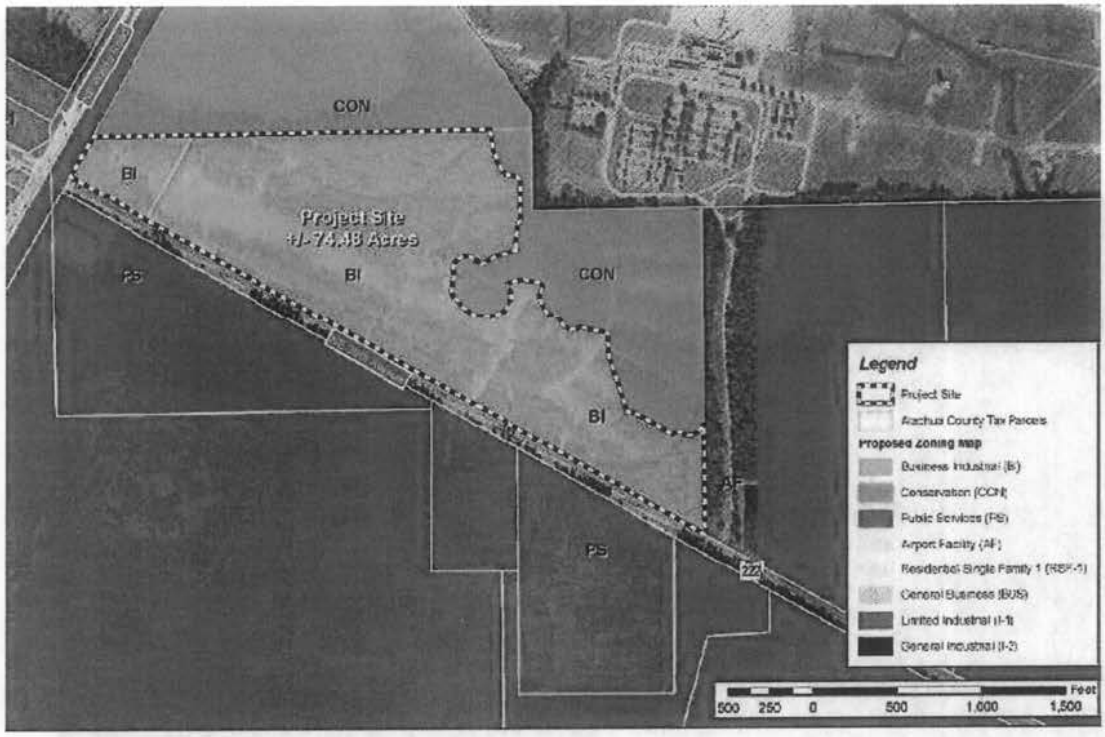
Night operations, including loading and unloading, are prohibited within 300 feet of the property line of any residential zoning district or area which is shown for residential use on the future land use map of the comprehensive plan, unless conducted within a completely enclosed building which has no openings other than stationary windows or required fire exits. Night operations are those conducted between the hours of 9:00 p.m. and 6:00 a.m. This prohibition shall not apply to security personnel or other security operations. The appropriate reviewing board may grant a waiver to this prohibition if the board finds that the noise attenuation and screening being provided is sufficient to mitigate the adverse impacts of the night operations on properties within 300 feet.

(4)

Airport operations. Developments and uses located in the airport zones of influence must comply with and may be restricted or prohibited by the City of Gainesville Airport Hazard Zoning Regulations.

(Ord. No. 080435, § 3, 3-19-09)

NW 53RD AVENUE
GR 225
WALDO RD
NE 15TH STREET
NE 1ST AVENUE
NW 39TH AVENUE
E UNIV AVE
N.W. 23RD AVE
0
0.93mi


CON
BI
Project Site
+/- 74.48 Acres
PS
BI
CON
BI
AF
PS
22
Legend
Project Site
Alachua County Tax Parcels
Proposed Zoning Map
Business Industrial (BI)
Conservation (CON)
Public Services (PS)
Airport Facility (AF)
Residential Single Family 1 (RSF-1)
General Business (BUS)
Limited Industrial (I-1)
General Industrial (I-2)
500 250 0 500 1,000 1,500
Feet

PLANNED DEVELOPMENT GENERAL SPECIFICATIONS

1. **Land Uses.** Land uses shall be generally located as shown on the Planned Development (PD) Master Plan. A fairground is authorized on that portion of tax parcel 07872-003-002 and 07872-003-006 described in the Declaration of Covenants, Condition, and Restrictions recorded in OR Book 3508, Page 113 of the Official Records of Alachua County. That portion not legally described for fairground use shall be restricted by this Zoning Master Plan and applicable specifications and conditions. Where not specifically defined, the Alachua County Department of Growth Management Director shall have the authority to determine applicable provisions of the Unified Land Development Code (ULDC).

2. **Public Fairground Uses.** Fairground uses include agricultural, community-based, or government-oriented activities. And, to the extent any of these activities are commercial in nature, said activities shall not exceed a period greater than six (6) consecutive months.

   a. Agricultural uses shall include, but are not limited to, those uses outlined in Alachua County ULDC Article 2, Use Table, and further regulated in Alachua County ULDC, Article 3. Uses accessory to the agricultural lifestyle or sale of agricultural products, such as but not limited to, farmers markets, livestock, equipment sale, or auctions, agriculture organization (i.e. 4-H) events. Participants of said activities shall be permitted to temporarily reside on the Fairground property for the associated event's duration, including set-up, and take-down time as approved by the County Manager's office.

   b. Community-based or government-oriented activities shall include, but are not limited to, fairs, festivals, conventions or exhibitions, special sales or auctions, museums or interpretive centers, pet rescue or animal boarding/training facilities, government buildings, and facilities such as education and training facilities, bus or train stations, helicopter landing pads, park and ride facilities, major and minor utilities, broadcasting or wireless communication towers.

   c. Commercial activities shall not exceed a period greater than six (6) consecutive months. Commercial activities shall include, but are not limited to, incidental food and beverage sales, retail or wholesale sales related to fairs, festivals, conventions or exhibitions, special sales or auctions, concerts, agricultural markets, etc.

   d. Participants of said Fairgrounds activities shall be permitted to temporarily reside on the Fairgrounds property for up to one (1) week prior and one (1) week after an associated event, as may be approved through the County Manager's office.

3. **Waste-Related Service Uses.** To develop and maintain a long-term solid waste management system, the Leveda Brown Environmental Park shall be utilized as a locale for centralized solid waste management facilities with the capacity for processing various components of the solid waste stream. The Waste-Related Services land uses shall include, but are not limited to, those uses permitted in the MS and MP zoning districts. In addition, a solid waste transfer station, salvage or recycled metal or tire yard, storage yard, material recovery, recycling and composting, and storage/ transfer or treatment of household hazardous waste are permitted by right.

   a. Additional uses such as solar energy technologies, wood waste processing, repair center, manufacturing, reused material artisans, educational facilities, bio-diesel processing, low-impact development technologies (i.e. green roofs, cisterns, solar power), broadcasting or wireless communication towers, textile / carpet remanufacturing, emerging waste technologies, distribution, and sale of goods associated with the reuse / reclaimed materials.

4. **Other PD Permitted Uses.** Permanent on-site security quarters are permitted for the purposes of maintaining the safety and security of the fairground and/or waste related services/industrial properties. Temporary housing for the purposes of providing emergency housing assistance is permitted in those areas where potable water and centralized sanitary sewer can be provided. RV Parking/Camping shall be permitted as a limited use. The duration and frequency of said temporary housing shall be approved through the County Manager's office. All other uses not specifically defined herein, and consistent with the intent of the Alachua County Fairgrounds & Resource Recovery Park PD, shall be permitted by either the Alachua County Manager's Office or Department of Growth Management Director.

5. **Open Space.** Open Space, as defined by ULDC Chapter 407 Article 5, shall account for a minimum of twenty percent (20%) of the site or 52 acres of the completed project, inclusive of the Conservation Management Area (CMA). Open Space areas may exist in any land use classificaton area and may be developed at any rate, so long as the final total is a minimum of 52 acres.

6. **Vehicular Circulation.** The vehicular circulation configuration shown on the PD Master Plan is not intended to be exact and represents only a portion of the overall vehicular circulation network. The DRC is hereby authorized to approve adjustment to the placement and configuration of the circulation pattern depicted on this Zoning Master Plan when requested in order to achieve an approvable development plan. Vehicular circulation on the site may consist of a mixture of roadway types.

7. **Conservation Management Area.** The Conservation Management Area (CMA) shall be consistent with ULDC Chapter 406, Article 17. This area may contain low-intensity passive recreation/education opportunities such as natural trails, wildlife viewing, and interpretative centers.

8. **Wetland Buffers.** A 35' minimum / 50' average buffer is provided on existing, previously approved development areas. A 50' minimum / 75' average buffer shall be established for all new development as per Alachua County ULDC Table 406.43.1.

PLANNED DEVELOPMENT SPECIFIC CONDITIONS

1. **Project Boundary Buffers/Landscaping.** Project boundary buffers shall only be required along NE 69th Avenue. Project boundary buffers shall be landscaped in accordance with the 'AG - Agriculture' requirements of Table 407.43.2 of the ULDC. Buffers may include stormwater management facilities, pedestrian / bicycle circulation, and landscaping. No internal buffering or screening/walls shall be required between land use areas or types.

   a. The western boundary will provide a 10' arterial roadway buffer. The remaining project boundaries will not be required to provide a buffer nor required to provide additional use based screening/walls.

   b. The PD will be required to meet all ULDC design and landscaping requirements for those portions of the parking areas to be paved. To accommodate for temporary housing, RV parking, and/or camping needs, those parking areas designated to have pervious (grass) parking shall not be required to install shade trees or landscaped islands.

   c. Pedestrian pathways may be designed to allow for limited vehicular traffic associated with an event. Vehicular traffic shall be limited to event preparation, clean up, maintenance, security, and provision of emergency services.

2. **Phasing.** Development phasing shall be accomplished in accordance with the phasing schedule shown on this PD Master Plan. Phases may be separated into smaller units during the development review process. Phases may occur in any order based on market demand and/or government funding allocations. The DRC is authorized to approve minor changes to the approved Phasing Schedule consistent with ULDC Section 402.89(c).

   a. As shown on this PD Master Plan, the CMA shall be established as part of the PD's first phase to ensure the protection of listed species habitat.

   b. NE 69th Avenue shall be improved, from Waldo Road to the fairground access point, as part of the overall project. At such time the proposed new public roadway (north/south connector) is extended to NE 69th Avenue, paving of NE 69th Avenue shall be required.

   c. The proposed new public roadway (north/south connector) shall be paved in conjunction with the second phase or phased unit of the Fairgrounds site.

3. **Parking.** Parking area shall be landscaped in accordance with Alachua County ULDC with exception of pervious or overflow parking areas. Recreation Vehicles, Trucks, and Trailer parking areas shall not require landscaping so as to allow the safe and functional use of areas with larger vehicles typically associated with livestock, fairs and other community-based or government-related activities.

   a. Due to the uniqueness of the requested project, the PD is requesting to define specific parking requirements for both the Leveda Brown Environmental Park and the Fairgrounds. The Leveda Brown Environmental Park shall be required to provide a minimum of one (1) parking space per employee plus three (3) spaces to accommodate visitors. Customer parking shall be provided at a rate of two (2) spaces per 1,000 sq. ft. dedicated to resale of goods. Motorcycle parking shall be one required space per 40 vehicles. Bicycle parking shall be one (1) bicycle parking space per ten (10) required vehicle spaces.

   b. The Fairgrounds property shall provide a minimum of one (1) parking space per five (5) seats of the maximum seating capacity in the largest exhibition/coliseum. A minimum of 10% of the parking area shall be a hard all-weather surface. Motorcycle parking shall be one (1) required space per 40 vehicles. Bicycle parking shall be one (1) bicycle parking space per fifty (50) required vehicle spaces.

   c. Parking requirements for any non-county owned industrial lot shall be as per the ULDC 407 Article, 2. Parking reductions or increases shall be as permitted in ULDC 407.18.

4. **Access Management.** Sidewalks shall not be required along NE 83rd or NE 69th Avenue. Roadway design for the north/south connector shall consistent with minimum design standards proposed in the PD Justification Report.

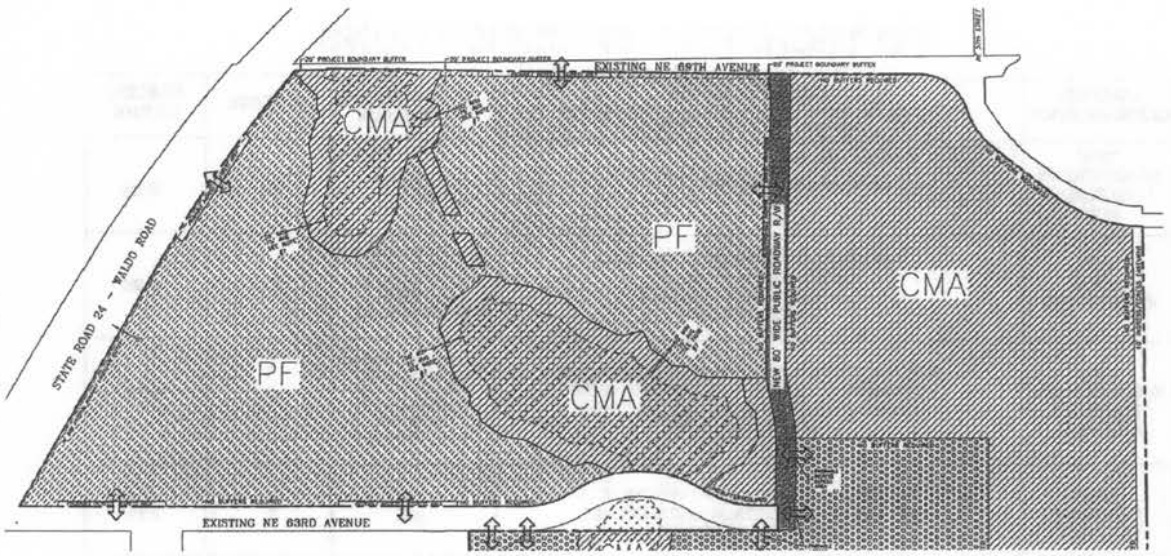
PD TECHNICAL SPECIFICATIONS

LAND USE CLASSIFICATION	ALLOWABLE USES (Common Area, Stormwater Management, and Infrastructure Elements may exist in any land use classification)	DIMENSIONAL STANDARDS	ACREAGE	PERCENT OF SITE
'CMA' CONSERVATION MANAGEMENT AREA	a. [illegible] b. [illegible] c. [illegible] d. [illegible] e. [illegible]	N/A	102	39.5%
'FF' PUBLIC FAIRGROUNDS	AGRICULTURAL, COMMUNITY-BASED, OR GOVERNMENT-ORIENTED ACTIVITIES AND CUSTOMARY ACCESSORY USES	Max. Bldg. Height = Unlimited Front Setback = 10 ft Rear Setback = 0 ft Side Setback, Interior or Street = 0 ft	78	30.0%
'WRS' WASTE-RELATED SERVICES / INDUSTRIAL	RESOURCE RECOVERY, RECYCLING, SOLID WASTE TRANSFER STATION, USES PERMITTED IN THE MS & MP ZONING DISTRICTS, AND CUSTOMARY ACCESSORY USES	Max. Bldg. Height = Unlimited Min. Lot Size = 1 Acre Front Setback = 40 ft Rear Setback = 0 ft Side Setback, Interior or Street = 0 ft	72	27.7%
PUBLIC ROADWAY / EASEMENT	PEDESTRIAN, BICYCLE, AND VEHICULAR CIRCULATION, INFRASTRUCTURE ELEMENTS, SIGNAGE, LANDSCAPING	N/A	7	2.8%

LAND USE CLASSIFICATION	PHASE	BEGIN DATE	COMPLETION BY DATE	ACRES/FACILITY	MAXIMUM INTENSITY
1) CMA	PHASE 1	AUGUST 12, 2009	N/A	102	N/A
2) PUBLIC FAIRGROUNDS	PHASE 1 PHASE 2 PHASE 3	AUGUST 12, 2009 AUGUST 12, 2014 AUGUST 12, 2019	AUGUST 12, 2024 AUGUST 12, 2029 AUGUST 12, 2029	A. EXHIBITION AREA, TENT PADS B. EXPAND EXHIBITION AREA; ENCLOSE TENT PAD TO BARN C. COLISEUM CONSTRUCTION	362,000 sq. ft
3) WASTE-RELATED SERVICES	PHASE 1 PHASE 2 PHASE 3	AUGUST 12, 2009 AUGUST 12, 2014 AUGUST 12, 2019	AUGUST 12, 2024 AUGUST 12, 2029 AUGUST 12, 2029	72	228,400 sq ft

LEGEND

- WASTE-RELATED SERVICES / INDUSTRIAL (WRS/IND)
- PUBLIC FAIRGROUNDS (FF)
- CONSERVATION MANAGEMENT AREA (CMA)
- WETLANDS
- PUBLIC ROADWAY
- – – – – – DELINEATED WETLAND LIMITS
- ——————— WETLAND BUFFER LIMITS


EXISTING NE 69TH AVENUE
STATE ROAD 24 - WALDO ROAD
CMA
PF
CMA
PF
CMA
NEW 60' WIDE PUBLIC ROADWAY R/W
EXISTING NE 63RD AVENUE

January 25, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Extension of sunset date for the Recreation and Open Space Advisory Committee (Amended)

Amount
N/A

Description
Consider request by the Chair of the Recreation and Open Space Advisory Committee to have the committee's sunset date extended.

Recommendation
Adopt the Resolution extending the sunset date by seven years for the Recreation and Open Space Advisory Committee.

Alternative(s)
Do not approve the resolution extending the sunset date of the Recreation and Open Space Advisory committee and direct staff

Requested By
Richard Hedrick 352-374-5245 x 1211

Originating Department
Public Works

Attachment(s) Description
Letter from the Chair of the Recreation and Open space Advisory Committee Resolution extending the sunset date by seven years for the Recreation and Open Space Advisory Committee

Documents Requiring Action
Resolution extending the sunset date by seven years for the Recreation and Open Space Advisory Committee

Executive Summary
The Recreation and Open Space Advisory Committee establishes an annual work program; engages in an annual review of the Capital Improvement Project list pertaining to recreation projects; assists and advises on future policies and directions. The Recreation and Open Space Advisory Committee was formed in 1983 and has provided recommendations to the County Commission on numerous park and recreation issues over the past 27 years. The Committee has nine members. Seven are citizens at large, one is a City of Gainesville representative, another is a School Board representative.

Background
The Board of County Commissioners requested in February 2009 that boards be given sunset dates as a mechanism for allowing automatic periodic reviews of each board. The Recreation and Open Space Advisory Committee will sunset on February 28, 2011 unless the Board takes action.

Issues
The Recreation and Open Space Advisory Committee provides a mechanism for community involvement and public input to recreation issues in Alachua County. The existence of the Advisory Board provides additional points in some competitive grant programs.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 2011 Amended ROSCO Resolution.pdf
Attachment: Signed ROSCO Letter Justifying Continuation.pdf

RESOLUTION 11-07

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RE-ESTABLISHING THE ALACHUA COUNTY RECREATION AND OPEN SPACE ADVISORY COMMITTEE; EXTENDING THE SUNSET DATE; AMENDING THE OPERATIONS THEREOF; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners desires to utilize a Recreation and Open Space Advisory Committee to assist and advise the Board of County Commissioners and those Departments designated by the County Manager in establishing an effective park, recreation and open space program for Alachua County; and

WHEREAS, Resolutions 95-53, 89-16, 86-1 7, and 83-102 were passed creating such a Committee, and Resolution 99-49 was passed to create one single Resolution stating all terms of prior Resolutions regarding this Committee; and

WHEREAS, Resolution 09-056 rescinded and restated said Resolutions in order to provide for a sunset date and to amend the responsibilities, duties, and operations of this Committee; and

WHEREAS, the Board of County Commissioners wishes to extend the sunset date and amend the operations of this Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Resolution 09-056 is hereby amended as follows:

3. Sunset Date. The sunset date for this Advisory Committee is February 28, ~~2011~~2018. The Advisory Board Coordinator will notify the Advisory Committee 90 days prior to its sunset date.

5.5 Advisory Committee Reports. All recommendations and reports of the Advisory Committee will be reduced to writing and will be forwarded directly to the Advisory Board Program Coordinator, with a copy to the County Parks Superintendent. The Advisory Board Program Coordinator will forward the correspondence to the County Commission Chair and the County Manager. Annual workplans and annual reports shall be submitted to the Advisory Board Program Coordinator on or before October 1 of each year.

Section 2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 25 day of January, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

APPROVED AS TO FORM:

_____
Alachua County Attorney

Recreation and Open Space Advisory Committee

Alachua County, Florida

Anne Koterba, *Chair*

James Currington, *Vice-chair*

Gina van Blokland, *City of Gainesville*

Holly Blumenthal

Nam Henderson

Joakim Nordqvist

Hal Rhinesmith

Diane Shaw

Terry Tougaw, Alachua County *School Board*

November 30, 2010

Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, FL 32602-2877

Re: Request for Extension of the Recreation and Open Space Advisory Committee Sunset Date

Dear Commissioners,

At our October 5, 2010 meeting the Recreation and Open Space Advisory Committee discussed the extension of the Committee's sunset date.

The Committee feels that the provision of parks and recreation is an essential component of a sustainable community. The Committee's role is to give voice to the citizens in the provision of this essential element and advise the Commission based on the citizen input regarding capital improvements, management, and the operation and maintenance of parks.

The past successful efforts of the Committee have included:

- Participation in the EAR process for the Recreation Element of the Comprehensive Plan
- Recommended projects for the capital improvement plan based on the Countywide Recreation Master Plan
- Supported the public/private cooperative efforts to develop Jonesville Park and the Cynthia Moore Chestnut Park and Clark Butler Nature Preserve
- Participated on RFP evaluation teams for various projects
- Interacted with various groups such as:
    - Veterans Services for the Kanapaha Community Center
    - Codes Enforcement regarding park signage
    - Municipalities regarding their Wild Spaces Public Places projects.

The Committee will continue to provide a venue for the public to voice their opinions and needs regarding parks and recreation in Alachua County and then forward these as recommendations to the County Commission.

We recommend the Commission extend the sunset date of the Recreation and Open Space Advisory Committee. We look forward to continuing to serve as an advisory committee to the County Commission in the future regarding the Kanapaha Community Center, the fairgrounds, Jonesville Park management, and capital Improvement projects.

Sincerely

Anne Koterba, Chair
Recreation and Open Space Advisory Committee

cc: Randall H. Reid
Richard L. Hedrick
Robert Avery
Mary Lowry

January 25, 2011 Regular BoCC Meeting
Agenda Item #13

Title
Request to advertise an ordinance to the Unified Land Development Code implementing the Multimodal Transportation Mitigation Program. (Amended)

Amount
N/A

Description
Staff has drafted an ordinance that amends Chapter 407, Article 12 Concurrency Management of the County's Unified Land Development Code (ULDC) in order to implement the Multimodal Transportation Mitigation Program consistent with the revisions to the County's Comprehensive Plan adopted as a part of CPA-01-09.

Recommendation
Direct staff to advertise a public hearing to consider Ordinance 11-XX to the Unified Development Code, at a soon to be held meeting of the Board of County Commissioners.

Alternative(s)
Direct staff to not advertise a public hearing to consider the ordinance at a soon to be held meeting of the Board of County Commissioners.

Requested By
Jonathan Paul

Originating Department
Growth Management

Attachment(s) Description
Ordinance 11-XX with proposed amendments to ULDC Multimodal Transportation Mitigation Report Draft Example Multimodal Transportation Mitigation Agreement Powerpoint

Documents Requiring Action
NA

Executive Summary
The proposed ordinance is one of the final remaining steps in the implementation of the Alachua County Mobility Plan. The proposed Multimodal Transportation Mitigation Progam offers a streamlined approach for transportation mitigation and a manner with which developments that have been stopped for concurrency will now be able to proceed. The proposed ordinance is one of the key fiscal elements needed to provide the multimodal transportation infrastructure and transit service adopted in the Mobility Plan. If directed to do so, Staff will advertise a public hearing to consider adoption of the proposed ordinance.

Background
The Alachua County Board of County Commissioners (BOCC) adopted Comprehensive Plan Amendment 01-09 (aka Mobility Plan) on January 26th 2010. The Mobility Plan was found in compliance by the Department of Community Affairs and provided the County with broad flexibility under Florida Statute 163.3180 to develop a concurrency system unique to Alachua County. The Mobility Plan enacted policies that promote compact, mixed-use development patterns interconnected via a multi-modal

transportation system within the Urban Cluster. A significant component of the Mobility Plan was the adoption of an area wide multi-modal level of service standards (LOS) that replaced the segment based roadway LOS standard and a process by which development can mitigate its transportation impact through a one-time mitigation payment. The Mobility Plan allowed the County to demonstrate it had a financially feasible Comprehensive Plan and provided a mechanism to facilitate development in areas that had been constrained by segment based roadway LOS capacity issues. As the next part of the Mobility Plan, the Board adopted Ordinance 10-25 which established an Urban Service Area and an associated Transportation Concurrency Exception Area. DCA found this in compliance and it became effective on January 3rd, 2011.

Issues

The Florida Legislature, during the 2009 legislative session, directed the Department of Community Affairs (DCA) to evaluate the establishment of a Mobility Fee for consideration by the legislature in 2010. The Alachua County Mobility Plan was utilized as a case study to evaluate the Mobility Fee concept. The draft Multi-Modal Transportation Program is partially based on the Mobility Fee concept. The Florida Legislature did not take any further action on the Mobility Fee during the 2010 legislative session. Given the likelihood that the 2011 legislative session will bring continuing uncertainty, County Staff is recommending to the Board of County Commissioners to utilize the flexibility provided through the adoption of the Mobility Plan to develop a Multi-Modal Transportation Mitigation (MMTM) program specifically for Alachua County. The Multi-Modal Transportation Mitigation (MMTM) program is different from an Impact Fee, Mobility Fee or Multi-Modal Transportation Fee in that it specifically applies to developments that have not received final transportation concurrency approval and do not currently have a valid Final Certificate of Level of Service Compliance (CLSC). Developments that have a Final Certificate of Level of Service Compliance (CLSC) for transportation or have an existing residential lot of record shall continue to mitigate their impact through payment of the existing Transportation Impact Fee. No changes are being recommended to the existing transportation impact fee ordinance. The Transportation Impact Fee revenues can be used to add roadway capacity along with bike lanes and sidewalks built as part of the increase in roadway capacity. The Multi-Modal Transportation Mitigation (MMTM) Program revenues can be utilized for multi-modal transportation capital projects such as roadways, bike lanes, and dedicated transit lanes and transit service consistent with the adopted Capital Improvements Element. The MMTM program will be adopted into Article 12 Concurrency Management of the Unified Land Development Code via the proposed ordinance. The implementation of the Multi-Modal Transportation Mitigation program will function similar to the current transportation impact fee process. The biggest difference is that developers will be required to sign a MMTM agreement concurrent with a CLSC. There is a Multi-Modal Transportation Mitigation schedule that allows an individual to simply look up the land use they are interested in and determine what is the required mitigation. A developer, just like with the transportation impact fee, has the option to conduct an alternative analysis to determine a fee that is different from what is indicated on the MMTM schedule. Similar to the transportation impact fee, the MMTM will be assessed at building permit and payable before final inspection. A developer shall have the option to pre-pay their MMTM at any time after final development plan approval and approval of the MMTM agreement. Revenues for the MMTM program shall be expended within the Transportation Mobility District in which the MMTM was collected. Requests for MMTM credit for things such as right-of-way dedication or construction of infrastructure shall be evaluated on a case-by-case basis consistent with the process utilized for transportation impact fees. The credit request can only be made for mobility projects identified in the Capital Improvements Element. Developments that pay MMTM shall not be required to also pay a Transportation Impact Fee. The adoption of the Multi-Modal Transportation Mitigation Program is the final step necessary to fully enact the adopted Mobility Plan. The adoption of the MMTM program will allow developments, including the recently approved Transit Oriented Developments (TOD), that have not been able to proceed with approval due to a lack of roadway capacity, the opportunity to receive transportation concurrency approval through entering into a MMTM agreement. The adoption of all components of the Mobility Plan will allow for a more sustainable and financially feasible land development pattern within the Urban Cluster. Further, the adoption of the final component of the MMTM program provides developments with the certainty they need from both a policy and mitigation perspective to proceed with planning and development of their projects.

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources
NA

Account Code(s)
NA

Attachment: JointReportMobilityFee12012009.pdf
Attachment: FLMobilityFeeStudyFinal.pdf
Attachment: MMTM Agreement Draft.pdf
Attachment: MMTMDraftOrdinance.pdf
Attachment: CUTRMobilityFeeFinalReport.pdf
Attachment: MMTM_PP.pdf
Attachment: Draft MMTM Schedule.pdf
Attachment: MMTM_PP.pptx
Attachment: Exh_A_ULDCChap407Art12.pdf
Attachment: MMTM Cover Memo.pdf
Attachment: Draft MMTM Final Report.pdf

23A

ALACHUA COUNTY
DEPARTMENT OF GROWTH MANAGEMENT

10 S.W. 2nd Avenue · Third Floor · Gainesville, Florida 32601-6294
Tel: (352) 374-5249 · Fax: (352) 338-3224
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Home Page: http://growth-management.alachua.fl.us/

Steve Lachnicht, AICP
Director
Growth Management

Richard Wolf
Assistant Director
Growth Management

John Freeland
Building Official

Benny Beckham
Zoning Administrator

Ken Zeichner, AICP
Principal Planner
Comprehensive Planning

Brenda Wheeler
Development Review Manager

Tom Webster
Housing Programs Manager

Jonathan B. Paul, AICP
Concurrency & Impact Fee Manager

December 17th, 2010

MEMORANDUM

TO: Board of County Commissioners

VIA: Randall H. Reid, County Manager

VIA: Steve Lachnicht, AICP

FROM: Jonathan B. Paul, AICP, MA²

CC: David Wagner, County Attorney

ATTACHMENTS: Multi-Modal Transportation Mitigation (MMTM) White Paper
Multi-Modal Transportation Mitigation Schedule

SUBJECT: Draft Multi-Modal Transportation Mitigation Program

BACKGROUND

The Alachua County Board of County Commissioners (BOCC) adopted Comprehensive Plan Amendment 01-09 (aka Mobility Plan) on January 26th 2010. The Mobility Plan was found in compliance with state statute by the Department of Community Affairs that provided the County with broad flexibility under Florida Statute 163.3180 to develop a concurrency system unique to Alachua County. The Mobility Plan enacted policies that promote compact, mixed-use development patterns interconnected via a multi-modal transportation system within the Urban Cluster. A significant component of the Mobility Plan was the adoption of an area wide multi-modal level of service standards (LOS) that replaced the segment based roadway LOS standard and a process by which development can mitigate its transportation impact through a one-time mitigation payment. The Mobility Plan allowed the County to demonstrate it had a financially feasible Comprehensive Plan and provided a mechanism to facilitate development in areas that had been constrained by segment based roadway LOS capacity issues.

Since the 2005 legislative session, the statutes regarding transportation concurrency, impact fees, proportionate share and development mitigation have been constantly changing. The Florida Legislature, during the 2009 legislative session, directed the Department of Community Affairs (DCA) to evaluate the establishment of a Mobility Fee for consideration by the legislature in 2010. The Alachua County Mobility Plan was utilized as a case study to evaluate the Mobility Fee concept. The draft Multi-Modal Transportation Program is partially based on the Mobility Fee concept. The Florida Legislature did not take any further action on the Mobility Fee during the 2010 legislative session. Given the likelihood that the 2011 legislative session will bring continuing uncertainty, County Staff is recommending to the Board of County Commissioners to utilize the flexibility provided through the adoption of the Mobility Plan to develop a Multi-Modal Transportation Mitigation (MMTM) program specifically for Alachua County.

The Multi-Modal Transportation Mitigation (MMTM) program is different from an Impact Fee, Mobility Fee or Multi-Modal Transportation Fee in that it specifically applies to developments that have not received final transportation concurrency approval and do not currently have a valid Final Certificate of Level of Service Compliance (CLSC). Developments that have a Final Certificate of Level of Service Compliance (CLSC) for transportation or have an existing residential lot of record shall continue to mitigate their impact through payment of the existing Transportation Impact Fee. No changes are being recommended to the existing transportation impact fee ordinance. The Transportation Impact Fee revenues can be used to add roadway capacity along with bike lanes and sidewalks built as part of the increase in roadway capacity. The Multi-Modal Transportation Mitigation (MMTM) Program revenues can be utilized for multi-modal transportation capital projects such as roadways, bike lanes, and dedicated transit lanes and transit service consistent with the adopted Capital Improvements Element.

The MMTM program will be adopted into Article 12 Concurrency Management of the Unified Land Development Code. Staff is currently working with the County Attorney's Office on final revision to the implementation language, the MMTM agreement and the applicable ordinance. The implementation of the Multi-Modal Transportation Mitigation program will function similar to the current transportation impact fee process. The biggest difference is that developers will be required to sign a MMTM agreement concurrent with a

CLSC. There is a Multi-Modal Transportation Mitigation schedule that allows an individual to simply look up the land use they are interested in and determine what is the required mitigation. A developer, just like with the transportation impact fee, has the option to conduct an alternative analysis to determine a fee that is different from what is indicated on the MMTM schedule. Similar to the transportation impact fee, the MMTM will be assessed at building permit and payable before final inspection. A developer shall have the option to pre-pay their MMTM at any time after final development plan approval and approval of the MMTM agreement. Revenues for the MMTM program shall be expended within the Transportation Mobility District in which the MMTM was collected. Requests for MMTM credit for things such as right-of-way dedication or construction of infrastructure shall be evaluated on a case-by-case basis consistent with the process utilized for transportation impact fees. The credit request can only be made for mobility projects identified in the Capital Improvements Element. Developments that pay MMTM shall not be required to also pay a Transportation Impact Fee.

The adoption of the Multi-Modal Transportation Mitigation Program is the final step necessary to fully enact the adopted Mobility Plan. The adoption of the MMTM program will allow developments, including the recently approved Transit Oriented Developments (TOD), that have not been able to proceed with approval due to a lack of roadway capacity, the opportunity to receive transportation concurrency approval through entering into a MMTM agreement. The adoption of all components of the Mobility Plan will allow for a more sustainable and financially feasible land development pattern within the Urban Cluster. Further, the adoption of the final component of the MMTM program provides developments with the certainty they need from both a policy and mitigation perspective to proceed with planning and development of their projects. The MMTM program ordinance will be formally presented to the BOCC in the next few months. The MMTM program is in draft form and has not yet been adopted by the BOCC.

23B

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-XX

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 407 CONCURRENCY MANAGEMENT; PROVIDING A REPEALING CLAUSE, SEVERABILITY, INCLUSION IN THE CODE, SCRIVENER'S CORRECTIONS, LIBERAL CONSTRUCTION, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida, is authorized, empowered and directed to adopt land development regulations to implement the Comprehensive Plan and to guide and regulate the growth and development of the County in accordance with the Local Government Comprehensive Planning and Land Development Regulation Act (Section 163.3161 et seq.,) Florida Statutes; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its 2001-2020 Comprehensive Plan, which became effective on May 2, 2005; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its Unified Land Development Code, which became effective on January 30, 2006; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make amendments to the Alachua County Code of Ordinances Part III, Unified Land Development Code, relating to development of land in Alachua County; and

WHEREAS, the Board of County Commissioners, acting as the Land Development Regulation Commission, has determined that the land development regulations that are the subject of this ordinance are consistent with the Alachua County Comprehensive Plan; and,

DRAFT

WHEREAS, a duly noticed public hearing was conducted on such proposed amendments on _____, 2011 by the Board of County Commissioners, with the hearing being held after 5:00 o'clock p.m.;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Legislative Findings of Fact. The Board of County Commissioners of Alachua County, Florida, finds and declares that all the statements set forth in the preamble of this ordinance are true and correct.

Section 2. Unified Land Development Code. The Unified Land Development Code of the Alachua County Code of Ordinances Part III is hereby amended as shown in Exhibit "A" attached hereto.

Section 3. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 4. Inclusion in the Code, Scrivener's Error. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that, at such time as the Development Regulations of Alachua County are codified, the provisions of this ordinance shall become and be made part of the Unified Land Development Code of Alachua County, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors that do not affect the intent of the ordinance may be authorized by the County Manager or designee, without public hearing, by filing a corrected or re-codified copy of the same with the Clerk of the Circuit Court.

Section 5. Ordinance to be Liberally Construed. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

Section 6. Severability. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners, and shall take effect upon filing with the Department of State.

DULY ADOPTED in regular session, this day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chair

_____
J. K. Buddy Irby, Clerk

APPROVED AS TO FORM

_____
County Attorney

(SEAL)

APPROVED AS TO CONTENT

_____
Steven Lachnicht, Director
Growth Management

DRAFT

Article 12 Concurrency Management

407.117 Purpose

The purposes of this Article are to implement the Alachua County Comprehensive Plan's adopted level of service standards for roads, potable water, sanitary sewer, parks, solid waste, stormwater management, public school facilities, ~~and~~ mass transit and bicycle and pedestrian facilities.

407.118 Requirements for Concurrency

(e) For Motor Vehicle, Transit, Pedestrian & Bicycle ~~Roads and Mass Transit Facilities,~~

1. The requirement of concurrency, for development in the Urban Cluster without a valid final Certificate of Level of Service Compliance (CLSC) that are below the Development of Regional Impact threshold or exempt from the Development of Regional Impact process, shall be satisfied through the payment of the Multi-Modal Transportation Mitigation as long as the approved development order remains valid. Developments within the Urban Service Area that are greater than 1,000 dwelling units or 350,000 square feet of non-residential square feet shall also be required to mitigate its impact consistent with Transportation Mobility Element Policy 1.1.10.3 of the Comprehensive Plan. Projects outside of the Urban Service Area that exceed the Development of Regional Impact threshold shall meet concurrency through the proportionate share process per F.S. § 163.3180 ~~(12) and F.S. § 380.06.~~
2. For development projects with a valid final Certificate of Level of Service Compliance (CLSC), the development shall continue satisfying transportation concurrency through payment of a transportation impact fee. Upon expiration of the CLSC, the development shall mitigate its impact through payment of the Multi-Modal Transportation Mitigation. No further extensions of a CLSC shall be granted upon adoption of the Multi-Modal Transportation Mitigation program.
3. The requirement of concurrency for development projects outside the Urban Cluster is satisfied by~~in addition to~~ meeting one of the criteria under §0 (a) or (b) above ~~Error! Reference source not found. or Error! Reference source not found. above, orthe requirement for concurrency~~, in accordance with Section 163.3180(2)(c),F.S., may be met if transportation facilities needed to serve new development shall be in place or under actual construction within three years issuance of the final development order for a development that will result in additional traffic generation, or may be met through the proportionate fair-share process under 407.125.1.

407.119 Information and Methodology

(a) For the purposes of transportation planning within the Urban Cluster and for making transportation concurrency determinations for development outside the Urban Cluster, ~~making transportation concurrency determinations,~~ affected roadway facilities shall be determined as follows:

1. For proposed developments generating less than or equal to 1000 external average daily trips, (ADT) affected roadway segments are all those wholly

or partially located within 1/2 mile of the project's entrances/exits, or to the nearest intersecting major street, whichever is greater.

2. For proposed developments generating greater than 1,000 external ADT, affected roadway segments are those on which the project's impacts are five percent or greater of the maximum service volume of the roadway per the Alachua County LOS Report. The study area for proposed developments generating greater than 1000 external ADT must, at a minimum, include all roadway segments located partially or wholly within 1/2 mile of the projects entrances/exits, or to the nearest major intersection, whichever is greater.

407.120 Preliminary Certificate of Level of Service Compliance

(a) Transportation

1. The applicant shall submit, with the preliminary application:
   a. Documentation supporting any assertion of de minimis impact. The documentation shall also include an analysis to show that the impacted roadways do not operate above 110% of the maximum service volume or is a designated evacuation route. De minimis ~~Deminimus~~ impacts shall only pertain to developments outside of a Transportation Mobility District.

407.121 Concurrency Reservations for Projects with Phasing Schedules

(a) ~~Village Centers~~Traditional Neighborhood and Transit Oriented Developments

For Traditional Neighborhood Developments (TND) ~~containing a village center~~ and Transit Oriented Developments (TOD) (Chapter 407, Article 7) the preliminary CLSC may be issued for time periods established by the phasing schedule associated with an approved preliminary development plan. The phasing schedule shall specify, as a percentage, that portion of the project that will be completed at the end of each calendar year. Any preliminary or final CLSC and associated reservation of public school capacity for such a ~~Traditional Neighborhood Development~~ TND or TOD~~containing a village center~~ must be in accordance with a development agreement as provided in the ILA between the County and the School Board as detailed in Section 407.125.2(f) below. A CLSC for a ~~phased PD~~ TND or TOD shall not exceed a ~~five~~ ten year time frame, except a longer period may be considered in conjunction with a development agreement involving the reservation of public school capacity consistent with the ILA between the County and the School Board as detailed in Section 407.125.2 below.

407.125.1 Proportionate Fair Share Contribution for Transportation Facilities

(c) Applicability

The Proportionate Fair-Share Program shall apply to all developments outside the Urban Cluster in Alachua County that have been notified of a lack of capacity to satisfy transportation concurrency ~~on a transportation facility~~ in the Alachua County Concurrency Management System (CMS), including transportation facilities maintained by FDOT or another jurisdiction that are relied upon for concurrency determinations. The Proportionate Fair-Share Program does not apply to developments of regional impact (DRIs) using proportionate share under §163.3180(12), F.S., developments exempted from concurrency as provided in

Policy 1.1.8 of the Alachua County Comprehensive Transportation Mobility Element, or developments exempted in §407.124 above.

(g) ~~-~~**Determining Proportionate Fair-Share Obligation**

~~Within Multi-Modal Transportation Districts (MMTD) proportionate fair-share assessments shall be based on the expected costs and transportation benefits of all the required multi-modal improvements within the MMTD. The proportionate fair-share assessment shall be based on the percentage of proposed development trips divided by the total number of trips projected for the District times the cost to provide all needed mobility improvements. The methodology used to calculate an applicant's proportionate fair-share obligation within a Multi-Modal Transportation District (MMTD) shall be as follows:~~

~~Proportionate Fair-Share = [(Total Development Trips) / (Total MMTD Trips)] x Cost~~

~~Where:~~

~~Development Trips = The total number of development trips, minus the percentage of passer-by, internal capture, and multi-modal trips;~~

~~Total MMTD Trips = The total number of projected trips for the MMTD based upon a reasonable build-out analysis, minus the percentage of passer-by, internal capture, and multi-modal trips established for the MMTD;~~

~~Cost = Adjusted cost of the needed mobility improvements within the District. Mobility improvements shall include all roadway, bicycle, pedestrian, and transit improvements needed to ensure mobility. Cost shall include all improvements and associated costs, such as design, right-of-way acquisition, planning, engineering, maintenance of traffic, utility relocation, inspection, contingencies, stormwater facilities, turn lanes, traffic control devices, bicycle, pedestrian, and transit facilities, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.~~

407.125.3 Multi-Modal Transportation Mitigation Program

(a) **Purpose and Intent**

The purpose of this Section is to establish a method whereby the impacts of development on transportation facilities in the Urban Cluster can be mitigated by the cooperative efforts of the public and private sectors, to be known as the Multi-Modal Transportation Mitigation program, in a manner consistent with §163.3180 F.S.

(b) **Findings**

Alachua County finds and determines that transportation capacity is a commodity that has a value to both the public and private sectors and the Alachua County Multi-Modal Transportation Mitigation Program:

1. Provides a method by which the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors;
2. Allows developers to proceed through a one-time mitigation payment to address their impact to the multi-modal transportation system within Transportation Mobility Districts established in the Urban Cluster;
3. Contributes to the provision of adequate public facilities for future growth and promotes a strong commitment to comprehensive transportation mobility planning, thereby reducing the potential for moratoria or unacceptable levels of traffic congestion without viable multi-modal alternatives;
4. Maximizes the use of public funds for adequate transportation mobility to serve future growth, and may, in certain circumstances, allow Alachua County to expedite transportation mobility improvements by supplementing funds currently allocated for transportation mobility in the Comprehensive Plan Capital Improvements Element CIE).
5. Is consistent with §163.3180 F.S., and supports the policies in the Alachua County Comprehensive Plan, Policy 1.1.7 of the Transportation Mobility Element and Policy 1.3.2 (C) 3. of the Capital Improvements Element.

(c) **Applicability**

1. The Multi-Modal Transportation Mitigation shall apply to all developments in Alachua County within Transportation Mobility Districts located in the Urban Cluster that do not have a valid final CLSC for transportation concurrency as of the date of adoption of the Multi-Modal Transportation Mitigation Ordinance.
2. The Multi-Modal Transportation Mitigation Program does not apply to projects that exceed thresholds for developments of regional impact (DRIs) outside of the Urban Service Area.
3. Developments greater than 1,000 dwelling units or 350,000 square feet of non-residential uses shall also address the mitigation requirements per Transportation Mobility Element Policy 1.1.10.3 of the Comprehensive Plan.
4. In order for a development to receive a final CLSC, the Developer shall be required to sign a Multi-Modal Transportation Mitigation Agreement that stipulates the Developer volunitarily -agrees to pay the mitigation in order to address its transportation impact.

(d) **Payment of Multi-Modal Transportation Mitigation**

1. Multi-Modal Transportation Mitigations will be assessed at the time of building permit application and shall be paid prior to approval of the final inspection for the use. The Mitigation shall be based on the MMTM schedule in effect at the time of building permit application.
2. For uses that do not require a building permit, the Multi-Modal Transportation Mitigation shall be paid prior to final development plan approval.

3. A Developer has the option to pay their Multi-Modal Transportation Mitigation after final development plan approval and if applicable, approval of any subsequent Developer Agreement. The Mitigation shall be based on the MMTM schedule in effect at the time of final development plan approval. The mitigation shall be re-evaluated at the time of building permit application to determine if additional mitigation or a refund is required due to changes in the size of the use or unit of measure used to determine the mitigation at final development plan approval.

4. Shell buildings shall be assessed at the time of building permit application for interior completion of the shell. The Mitigation shall be based on the MMTM schedule in effect at the time of building permit application for the interior completion of the shell.

5. Upon payment of the Multi-Modal Transportation Mitigation, the development will have mitigated its impact and not be subject to any subsequent changes in the Multi-Modal Transportation Mitigation program.

6. Recognizing the "time value of money" component to financing, Alachua County offers the following MMTM payment incentives:

   a. Payment concurrent with Final Development Plan Approval = 15% reduction

   b. Payment concurrent with Building Permit Application = 7.5% reduction

   c. Payment concurrent with Final Building Inspection = 0% reduction

(e) **Determining Multi-Modal Transportation Mitigation Obligation**

1. Multi-Modal Transportation Mitigation for transportation mobility impacts may include, without limitation, separately or collectively, private funds, contributions of land, and construction and contribution of facilities.

2. A development shall not be required to pay more than its impact to the transportation system. The fair market value of the Multi-Modal Transportation Mitigation for mobility impacts shall not differ regardless of the method of mitigation.

3. The methodology used to calculate an Applicant's Multi-Modal Transportation Mitigation shall be as follows:

   "The target funding level divided by the growth in vehicle miles of travel times the vehicle miles of travel for the proposed use. "

   OR

   $VMTg = VMTf - VMTb$

   $Tcfl = Cc - Cr$

   $Ttofl = Toc - Cr$

   $VMTr = (Tcfl / VMTg) + (Ttofl / VMTg)$

VMTp = (Tg* Atl) * .5) * (1 - %CC) * (%NT)

Multi-Modal Transportation Mitigation = VMTr * VMTp

Where:

Vehicle Miles of Travel Growth (VMTg) = The projected total of vehicle miles traveled in the horizon year (VMTf) minus the base year (VMTb) vehicle miles of travel.

Target Capital Funding Level (Tcfl) = The total cost of transportation capital (Cc) for projects consistent with the Capital Improvements Element. Cost shall include all capital infrastructure construction costs, along with cost for design, right-of-way, planning, engineering, maintenance of traffic, utility relocation, inspection, contingencies, project management, stormwater facilities, turn lanes, traffic control devices, bicycle and pedestrian facilities, transit vehicles, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.

Target Transit Operations Funding Level (Ttofl) = The total cost of transit operations (Toc) consistent with the Capital Improvements Element.

Committed Revenue (Cr) = The total committed revenue to fund transportation capital and transit operations.

Vehicle Miles of Travel Rate (VMTr) = Target Funding Level for transportation capital and transit operations divided by Vehicle Miles of Travel Growth

Vehicle Miles of Travel Proposed Use (VMTp) =

(Tg) = Trip Generation Rate

(Atl) = Average Trip Length

(CC) = Community Capture

(NT) = New Trips

4. For the purposes of determining Multi-Modal Transportation Mitigation obligations, Alachua County shall determine mobility improvement costs, including transit, based upon the actual cost of the improvement utilizing the latest available data. Mobility improvements, including transit should be consistent with projects identified in the Capital Improvements Element.

5. An applicant shall have the option to conduct an alternative Multi-Modal Transportation Mitigation study consistent with the methodology in 407.125.3 (d) (3). A signed methodology agreement with Alachua County shall be required prior to the applicant conducting the alternative analysis. The analysis shall be conducted by a professional engineer or certified planner with documented experience in conducting transportation analysis. The alternative study must be found sufficient and requires acceptance and approval by Alachua County before an applicant can receive a CLSC.

(f) **Multi-Modal Transportation Mitigation Agreement**

1. The Applicant shall provide a Multi-Modal Transportation Mitigation (MMTM) Agreement in the form provided by the County that contains all required documentation within this Section. The Agreement shall require approval by the Board of County Commissioners (BOCC) before becoming effective.

2. An applicant may submit the Agreement with preliminary development plans. For projects that require preliminary development plans be approved by the BOCC, the Agreement may be approved concurrent with preliminary development plans. For projects where preliminary development plans are approved by the Development Review Committee, the Agreement would require separate approval by the BOCC upon approval of the preliminary development plans. The Applicant shall enter into a binding Agreement with the County prior to any final development plan approval. Such agreement shall not constitute Final Development Plan approval or any intent by Alachua County to guarantee approval of the Final Development Plan application. Entering into the Agreement only satisfies the applicant's transportation concurrency requirements. Should the application for Final Development Plan be denied, the Agreement shall be null and void.

~~3~~2. The Multi-Modal Transportation Mitigation Agreement shall be an addendum to the Final Certificate of Level of Service Compliance. Final CLSC shall be consistent with the provisions of §407.122. Should the applicant fail to apply for a final development plan within 12 months, or as otherwise established in a binding Agreement, then the Agreement shall be considered null and void, and the applicant shall be required to reapply.

~~4~~3. Request for credit for the construction of infrastructure or right-of-way dedication shall be made in the draft MMTM agreement. If the infrastructure project or right-of-way dedication was requested or required by the County after submittal of the draft MMTM agreement, then the draft agreement shall be revised prior to submittal of the final development plan. The CMO has the option to require an Applicant to enter into a Developers Agreement, which would require approval by the Alachua County Board of County Commissioners before going into effect, where credit is requested for large scale infrastructure projects or right-of-way dedication. A Developers Agreement shall be required in instances where a Developer requests reimbursement for the expenditure of funds beyond the Developer's Multi-Modal Transportation Mitigation.

5. Applicants may submit a letter to withdraw from the Multi-Modal Transportation Mitigation Agreement at any time prior to the approval of the Final CLSC. The application fee and any associated advertising costs to Alachua County will be nonrefundable. The applicant will lose its Preliminary CLSC approval upon withdrawal from the Multi-Modal Transportation Mitigation Agreement.

6. Any requested change to a development project subsequent to a development order may be subject to additional Multi-Modal Transportation Mitigation to the extent the change would generate additional traffic that would require mitigation.

7. The Agreement shall specify the following:

a. The proposed timing of the payment of the Multi-Modal Transportation Mitigation.

b. The process for determining the required Multi-Modal Transportation Mitigation. The applicant shall specify whether they elect to utilize the Multi-Modal Transportation Mitigation schedule or they conducted an alternative Multi-Modal Transportation Mitigation study. The study, if applicable, shall be included as an addendum to the agreement. If the CMO has agreed to an alternative timing to conduct the study, then the timing shall be specified in the agreement.

c. The process for establishing the value of an infrastructure project or right-of-way dedication where credit is requested. If a dollar amount is agreed to, then the dollar amount and the basis for the agreed to figure shall be included in the agreement.

d. The voluntary acknowledgment that the Developer will pay the required mitigation. The Developer is required to provide a disclosure form to be utilized by a builder applying for a building permit or occupant applying for development plan approval for uses not requiring a building permit that specifies who is responsible for payment of the mitigation. A copy of the disclosure form specifying the entity that will pay the mitigation shall be provided with all building permit or development plan applications. The disclosure form shall be signed by both the Developer and the builder or occupant. The Developer will be required to pay the required mitigation if the building permit applicant fails to pay the required mitigation within 10 days of receiving the County's demand for payment.

e. Time frame that the Development is vested for concurrency, including any phasing provisions or development thresholds.

f. Process for addressing amendments to the Agreement after the Agreement has been accepted by the Alachua County Board of County Commissioners.

g. Provision for withdrawal once the Agreement has been approved by the County. Upon commencement of development, withdrawal shall not be allowed unless the applicant can clearly demonstrate that the

development commenced has complied with all applicable concurrency requirements and that the traffic impact of the development has been acceptably mitigated.

(g) Appropriation of Multi-Modal Transportation Mitigation Funds

1. The Comprehensive Plan identifies three (3) Transportation Mobility Districts within the Urban Cluster. The NW District is generally the area north of Newberry Road east of Interstate 75 and north of SW 8th Avenue west of Interstate 75. The SW District is generally the areas south of SW 8th Avenue and west of Interstate 75. The East District is generally the areas east of NW 34th Street (SR 121).

2. Multi-Modal Transportation Mitigation funds shall be placed in special revenue / mobility project trust funds established for the three (3) Transportation Mobility Districts for funding of scheduled transportation improvements consistent with the Capital Improvements Element. Funds shall be placed in the Transportation Mobility District trust fund from which the revenues were collected. Funds shall be spent in the District from which they were collected.

3. Multi-Modal Transportation Mitigation funds shall be used to fund infrastructure projects and transit operations consistent with the Capital Improvements Element. Multi-Modal Transportation Mitigation revenues shall not be spent for maintenance of infrastructure, within any municipality or for local roads or mainline Interstate improvements.

4. Multi-Modal Transportation Mitigation funds may be used for intersection operational and capacity improvements prior to construction of a corridor-wide capacity project identified in the Capital Improvements Element.

5. Where a Developer constructs a transportation mobility improvement that exceeds the developer's Multi-Modal Transportation Mitigation, Alachua County may elect to establish an account for the developer for the purpose of reimbursing the developer for the excess contribution with Multi-Modal Transportation Mitigation payments from future developments within the same Transportation Mobility District.

6. Alachua County may elect to establish a separate infrastructure account within a Transportation Mobility District to ensure that funds collected in a particular area are spent on a specific infrastructure project(s) or within a specific development from which they are collected.

7. The full cost to administer the Multi-Modal Transportation Mitigation Program including preliminary assessments, application for credit due to construction of improvements, dedication of right-of-way or existing uses, front-ending agreements, building permit assessment, alternative analysis,

annual reporting and monitoring, periodic updates, infrastructure and transit planning and dispute resolution.

(h) **Determining Multi-Modal Transportation Mitigation Credit**

1. An applicant may request Multi-Modal Transportation Mitigation credit for the dedication of non-site related right-of-way and construction of infrastructure consistent with the Capital Improvements Element. In addition, an applicant may request credit for funds expended to fund transit operations to and from the development consistent with transit service identified in the Capital Improvements Element.

2. If Alachua County has accepted an infrastructure project, consistent with the Capital Improvements Element, in lieu of the entire or a portion thereof of the applicant's Multi-Modal Transportation Mitigation, then the value of the improvement shall be determined using invoices based on actual cost.

3. If Alachua County has accepted right-of-way dedication consistent with the Capital Improvements Element, in lieu of the entire or a portion thereof applicant's Multi-Modal Transportation Mitigation, credit for the dedication of the non-site related right-of-way shall be valued on the date of the dedication at 130 percent of the most recent assessed value by the Alachua County Property Appraiser or, at the option of the applicant, by fair market value established by an independent appraisal approved by Alachua County and at no expense to Alachua County. To receive the credit, the applicant shall dedicate the right-of-way to Alachua County per all applicable County requirements at no expense to Alachua County.

4. For projects not indentified in the Capital Improvements Element, the Board of County Commissioners may adopt the projects for inclusion in the Capital Improvements Element and include the project in subsequent updates of the Capital Improvements Element.

5. Multi-Modal Transportation Mitigation credits may be transferred to other developments within the same Transportation Mobility District, so long as all the developments are owned by the same development entity. If the credit is based on an improvement or right-of-way dedication for a facility that forms the border of two Transportation Mobility Districts, the credit could be utilized in either District.

(i) **Multi-Modal Transportation Mitigation Schedule**

The Multi-Modal Transportation Mitigation schedule shall be provided in a tabular format with specified uses, the mitigation for each use and the effective date of the schedule. The schedule shall be made available on the Growth Management Department's website and posted in the building permit division.

(j) **Updates of Multi-Modal Transportation Mitigation**

The Multi-Modal Transportation Mitigation shall be evaluated on an annual basis concurrent with updates to the Capital Improvements Element. The Multi-Modal Transportation Mitigation shall be re-evaluated should transportation mobility improvements in the Capital Improvements Element be added, modified or removed. The Multi-Modal Transportation Mitigation shall be re-evaluated in the event a sales tax, gas tax or other revenue source is established to pay for all or a portion of the transportation mobility improvements in the Capital Improvements Element.

(k) **Administrative Manual**

An administrative manual shall be developed to specify the procedures related to the administration of the mitigation program, updates to the mitigation program, reporting requirements, exceptions, alternative studies, credit applications and forms.

(l) **Impact Fee**

Developments that are required to pay a Multi-Modal Transportation Mitigation shall not be required to pay a transportation impact fee. Once a development valid Certificate of Level of Service Compliance expires, all subsequent building activity within the development shall be required to mitigate its impact through payment of the Multi-Modal Transportation Mitigation.

23D

MULTI-MODAL TRANSPORTATION MITIGATION AGREEMENT

This Multi-Modal Transportation Mitigation Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 20__ by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County"), and the _____(*Name*)_____ (hereinafter "Developer").

WITNESSETH

WHEREAS, the Developer is the owner of an approximately _____acre parcel of land identified as Tax Parcel Number _____and located at _____ as set forth in the legal description attached hereto as Exhibit "A" ("Property"); and

WHEREAS, the Developer has applied for final development plan approval to develop a _____ (use), to be known as the Development ("Development") on the Property; and

WHEREAS, the Board of County Commissioners has established by ordinance a multimodal transportation mitigation program in Section 407.125.3, Alachua County Unified Land Development Code ("ULDC"), as required by and in a manner consistent with Section 163.3180, Florida Statutes; and

WHEREAS, the Developer has made proper application for use of multi-modal transportation mitigation to address transportation impacts in accordance with Section 407.125.3, ULDC, the Project is consistent with the Comprehensive Plan and ULDC, and the Developer has demonstrated that all conditions contained in Chapter 407, Article XII, ULDC, have been met in order for Developer and County to enter into this multi-modal transportation mitigation agreement; and

WHEREAS, the Developer has voluntarily chosen to satisfy transportation concurrency requirements through contribution of multimodal transportation mitigation consistent with the methodology found in Ordinance XX-11 adopted by the Board of County Commissioners; and

WHEREAS, the County has agreed to accept the mitigation the Developer has proposed to offset the impacts on the transportation system caused by the Developer's proposed development; and

WHEREAS, the implementation of the agreement is authorized by Chapter 163, Florida Statutes, the County's Comprehensive Plan (as amended by the Mobility Plan), and Chapter 407 Article XII, ULDC.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a part of this Agreement.

Section 2. Purpose. The Purpose of this Agreement is:

a. To grant to any owner of the Property transportation concurrency as provided for a Final Certificate of Level of Service Compliance (CLSC) as required for the construction of the Project, subject to compliance by Developer with the terms and conditions of this Agreement and the CLSC; and

b. To recognize payment of the multimodal transportation mitigation by Developer as providing significant benefit to the impacted transportation system in the area of the Property.

c. To fulfill the Developer's obligation to pay multimodal transportation mitigation.

Section 3. Development Identification. The proposed Development is known as the _____*(Name)*_____ and is located at _____(*Address*)_____, which is identified as Alachua County Tax Parcel number: 06891-000-000.

The Development is a _____*(use).*

Section 4. Multimodal Transportation Mitigation. The methodology used to calculate an Applicant's Multi-Modal Transportation Mitigation shall be as follows:

The target funding level divided by the growth in vehicle miles of travel times the vehicle miles of travel for the proposed use.

OR

VMTg = VMTf - VMTb

Tcfl = Cc – Cr

Ttofl = Toc - Cr

VMTr = (Tcfl / VMTg) + (Ttofl / VMTg)

VMTp = (Tg* Atl) * .5) * (1 - %CC) * (%NT)

Multi-Modal Transportation Mitigation = VMTr * VMTp

Where:

Vehicle Miles of Travel Growth (VMTg) = The projected total of vehicle miles traveled in the horizon year (VMTf) minus the base year (VMTb) vehicle miles of travel.

Target Capital Funding Level (Tcfl) = The total cost of transportation capital (Cc) for projects consistent with the Capital Improvements Element. Cost shall include all capital infrastructure construction costs, along with cost for design, right-of-way, planning, engineering, maintenance of traffic, utility relocation, inspection, contingencies, project management, stormwater facilities, turn lanes, traffic control devices, bicycle and pedestrian facilities, transit vehicles, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.

Target Transit Operations Funding Level (Ttofl) = The total cost of transit operations (Toc) consistent with the Capital Improvements Element.

Committed Revenue (Cr) = The total committed revenue to fund transportation capital and transit operations.

Vehicle Miles of Travel Rate (VMTr) = Target Funding Level for transportation capital and transit operations divided by Vehicle Miles of Travel Growth

Vehicle Miles of Travel Proposed (VMTp) = The projected vehicle miles of travel for a specific land use

(Tg) = Trip Generation Rate
(AtL) = Average Trip Length
(CC) = Community Capture
(NT) = New Trips

For the purposes of determining Multi-Modal Transportation Mitigation obligations, Alachua County shall determine mobility improvement costs, including transit, based upon the actual cost of the improvement utilizing the latest available data. Mobility improvements, including transit should be consistent with projects identified in the Capital Improvements Element.

Section 5. Certificate of Level of Service Compliance. In consideration for payment of the Multimodal Transportation Mitigation, the Developer shall receive a Final Certificate of Level of Service Compliance ("CLSC"), subject to the following condition:

a. The developer has elected to either utilize the Multimodal Transportation Mitigation schedule to determine the payment due or the applicant has completed an alternative Multimodal Transportation Mitigation study and the findings of the alternative study have been accepted and approved by Alachua County.

b. The developer, if applicable, has requested Multi-Modal Transportation Mitigation credit, has provided all required documentation and has agreed to either a value of the credit or the process to be utilized to determine the value of the credit. The details for any

proposed dedication or infrastructure project for which credit is requested shall be provided in this agreement.

c. Reserved.

d. Any requested change to a development order may be subject to additional Multimodal Transportation Mitigation to the extent the change generates additional traffic that would require mitigation.

Section 6. Multimodal Transportation Mitigation Payment. Alachua County shall maintain a multimodal transportation mitigation contribution schedule in its building division office's and on the County website consistent with Ordinance XX-11.

a. Recognizing the "time value of money" Alachua County offers the following payment incentives:

1. Payment concurrent with Development Plan Approval = 15% reduction

2. Payment concurrent with Building Permit Application = 7.5% reduction

3. Payment concurrent with Final Building Inspection = 0% reduction

b. The developer hereby elects to pay the multi-modal transportation mitigation at the time of _____and shall be granted a _____% reduction in the required multi-modal transportation mitigation.

c. The developer who enters into this agreement with the County is responsible for payment of the multi-modal transportation mitigation. The Developer may receive credit for the payment of all or a portion of the MMTM by a person or corporation who applies for and pays all or a portion of the Developer's MMTF calculated pursuant to Section 4 herein. It is the requirement of the developer to disclose to entities applying for building permits or development plan approvals not requiring a building permit who will be responsible for payment of the multi-modal transportation mitigation. A disclosure form signed by the developer and an entity applying for a building permit or development plan shall be provided stipulating who will pay the mitigation. The developer agrees to pay the MMTF if the mitigation is not paid on its behalf.

d. Developer expressly agrees to pay the multimodal transportation mitigation payment set forth in Section 4.0, above within 10 days of the County's request for payment.

e. This agreement does not constitute Final Development Plan approval or any intent by Alachua County to guarantee approval of the Final Development Plan application. Should the application for Final Development Plans be denied, this agreement shall be null and void.

Section 7. Vesting for Concurrency Purposes. Upon completion of the payment described in Section 6, the, Project shall be deemed vested for concurrency purposes as defined in Chapter 163, F.S. and Chapter 407, Article XII of the ULDC.

Section 8. Governing Law. The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws the State of Florida. If any litigation should be brought in connection with this Agreement, venue shall lie in Alachua County, Florida. The parties waive trial by jury.

Section 9. Attorneys' Fees and Costs. The parties hereto agree that in the event it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms and provisions of this Agreement, each party in such litigation shall bear its own costs and expenses incurred and expended in connection therewith including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

Section 10. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 11. Agreement. This Agreement contains the entire agreement between the parties. No rights, duties or obligations of the parties shall be created unless specifically set forth in this Agreement.

Section 12. Amendment. No modification or amendment of this Agreement shall be of any legal force or effect unless it is in writing and executed by both parties, and meets the requirements of the Comprehensive Plan, ULDC, and County Code.

Section 13. Assignment. This Agreement may not be assigned without the prior written consent of the other party, and all the terms and conditions set forth herein shall inure to the benefit of and shall bind all future assignees.

Section 14. Covenants Running with the Property. This Agreement shall be binding on the parties, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Developer and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

Section 15. Annexation. This Agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Sections 163.3220-163.3242, Florida Statutes. The parties shall not be deprived of their rights and obligations, and this agreement shall not be terminated, modified, or affected by operation of a municipal annexation of any portion of the Property.

Section 16. Recordation of Agreement. The parties hereto agree that the County shall record this Agreement in the Official Records of Alachua County, Florida, at Developer's expense, within ten (10) business days after the execution of this Agreement by both parties.

Section 17. Waiver. Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

Section 18. Further Documentation. The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and instruments in form and substance reasonably necessary to confirm or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 19. Notices. Any notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and shall be hand delivered, sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid, to County and to Developer at their respective addresses below:

As to County:
Richard Hedrick
Director, Public Works
5620 NW 120th Lane
Gainesville, FL 32653

And with a copy to:
Steve Lachnicht
Director, Growth Management
10 S.W. 2nd Avenue
Gainesville, FL 32601

As to Developer:
Name Title & Company Address

With a copy to Developer's Legal Representative:

Section 20. Enforcement. If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity.

Section 21. Construction of Agreement. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. Preparation of this Agreement has been a

joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 22. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures.

Section 23. Counterparts. This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

(signatures start on next page)

DEVELOPER:

(DEVELOPER NAME)

By:_____
(name)

Witness #1 for the Developer:

_____
Signature

_____
Printed Name

Witness #2 for the Developer:

_____
Signature

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing document was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

_____
Printed Name

Commission Number:_____

Commission expires:_____

(signatures continued on next page)

ALACHUA COUNTY:

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
County Attorney

(SEAL)

EXHIBIT "A"

Legal Description

Example 23E

Below is the proposed multi-modal transportation mitigation schedule. The 1st column is the multi-modal transportation mitigation (MMTM). The 2nd column is the MMTM for Traditional Neighborhood Developments (TND). The 3rd column is the MMTM for Transit Oriented Developments (TOD).

	Non TND/TOD	TND	TOD
RESIDENTIAL:			
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:			
All Residential per 1,000 FT²	$3,400	$2,680	$1,989
Residential Expansion per 1,000 FT²	$1,700	$1,340	$998
RECREATION:			
Park Per Acre	$1,833	$1,558	$1,283
Golf Course Per Hole	$23,081	--	--
Racquet/Tennis Club Per Court	$12,456	$10,589	$8,719
Health/Fitness Club Per 1,000 FT²	$10,599	$9,009	$7,419
Recreation/Community Center Per 1,000 FT²	$7,364	$6,260	$5,156
INSTITUTIONAL PER 1,000 FT²:			
Private School (K-12)	$3,763	$3,199	$2,527
Place of Worship	$3,499	$2,974	$2,349
Day Care Center	$5,052	$4,295	$3,537
Library	$6,546	$5,564	$4,582
OFFICE PER 1,000 FT² :			
Businesses & Professional Services (less than 50,000 FT²	$5,264	$4,474	$3,685
Businesses & Professional Services (50,000 FT² & greate	$7,024	$5,970	$4,917
MEDICAL BUILDINGS PER 1,000 FT²:			
Medical / Dental Offices	$7,664	$6,515	$5,365
Hospitals	$7,183	$6,105	$5,028
Nursing Home	$2,078	$1,766	$1,455
INDUSTRIAL BUILDINGS PER 1,000 FT²:			
Industrial, Manufacturing, Warehousing	$4,710	--	--
Mini-Warehousing	$1,497	--	$748
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:			
Small Scale Retail Store (less than 20,000 FT²)	$8,844	$7,075	$5,307
Medium Scale Retail Store (20,000 to 50,000 FT²)	$14,718	$12,510	$10,303
Large Scale Retail Store (greater than 50,000 FT²)	$23,531	$20,001	$16,472
Large Scale Retail Superstore	$41,521	$35,293	$29,065
Large Scale Wholesale Club - Membership	$26,724	$21,577	$17,773
Grocery Store	$23,398	$19,888	$16,379
Pharmacy with Drive-Thru	$16,007	$13,606	$11,205
Restaurant with Drive-Thru	$28,255	$24,017	$19,779
Car Sales	$16,939	--	--
Auto Parts Stores	$16,064	--	--
Tire & Auto Repair	$5,929	--	--
NON-RESIDENTIAL:			
Hotel Per Room	$5,059	$4,047	$3,036
Movie Theater Per Screen	$24,080	$19,445	$16,015
Bank with Drive-Thru Per Drive-Thru Lane	$22,049	$18,742	$15,434
Convenience Market & Gas Per Pump	$35,552	$30,219	$24,886
Quick Lube Vehicle Service Per Bay	$6,709	$5,646	$4,649
Car Wash Per Stall	$7,076	$5,955	$4,904

23F

MOBILITY

Alachua County's
Plan to Effectively Link
Land Use
&
Transportation

Multi-Modal Transportation Mitigation (MMTM)

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December 17th, 2010

The Florida Legislature adopted the Community Renewal Act during the 2009 legislative session as part of Senate Bill 360. A principal component of the Community Renewal Act was the recognition that the current state mandated transportation concurrency process is complex, inequitable and results in a land use pattern and transportation system that is not sustainable. Additionally, concurrency often is in conflict with the attainment of growth management goals to promote compact, mixed-use communities where individuals have mobility options.

The Legislature, during the 2009 legislative session, reaffirmed through Florida Statute 163.3180 the ability of local governments to require a development to mitigate its transportation impact. The legislation expressly recognized the home rule power of local governments to adopt ordinances that required mitigation. The legislation provides local governments the opportunity to develop innovative programs within urban areas that promote mobility by walking, biking, driving and riding transit. The Legislature, through SB 1752 adopted in the 2010 session, reauthorized provisions of the existing law related to transportation concurrency exceptions adopted as part of SB 360 during the 2009

Chapter 2009-96, Laws of Florida, Community Renewal Act

Section 13. (1)(a) The Legislature finds that the existing transportation concurrency system has not adequately addressed the transportation needs of this state in an effective, predictable, and equitable manner and is not producing a sustainable transportation system for the state. The Legislature finds that the current system is complex, inequitable, lacks uniformity among jurisdictions, is too focused on roadways to the detriment of desired land use patterns and transportation alternatives, and frequently prevents the attainment of important growth management goals.

(b) The Legislature determines that the state shall evaluate and consider the implementation of a mobility fee to replace the existing transportation concurrency system. The mobility fee should be designed to provide for mobility needs, ensure that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development.

(2) The state land planning agency and the Department of Transportation shall continue their respective current mobility fee studies and develop and submit to the President of the Senate and the Speaker of the House of Representatives, no later than December 1, 2009, a final joint report on the mobility fee methodology study, complete with recommended legislation and a plan to implement the mobility fee as a replacement for the existing local government adopted and implemented transportation concurrency management systems. The final joint report shall also contain, but is not limited to, an economic analysis of implementation of the mobility fee, activities necessary to implement the fee, and potential costs and benefits at the state and local levels and to the private sector.

legislative session. The following is an excerpt from Laws of Florida Chapter 2010-147:

Section 47. (1) The Legislature hereby reauthorizes:

(c) Any amendment to a local comprehensive plan adopted pursuant to s. 163.3184, Florida Statutes, as amended by chapter 2009-96, Laws of Florida, and in effect pursuant to s. 163.3189, Florida Statutes, which authorizes and implements a transportation concurrency exception area pursuant to s.163.3180, Florida Statutes, as amended by chapter 2009-96, Laws of Florida.

(2) Subsection (1) is intended to be remedial in nature and to reenact provisions of existing law. This section shall apply retroactively to all actions specified in subsection (1) and therefore to any such actions lawfully undertaken in accordance with chapter 2009-96, Laws of Florida.

The legislation proposed the evaluation of a Mobility Fee as an alternative to the existing transportation system. The intent of the Mobility Fee was to promote mobility by multiple modes of transportation and to provide a means for a development to mitigate its transportation impact and address its concurrency obligations through payment of a one-time fee. The Mobility Fee was also designed to promote compact, mixed-use and energy efficient developments such as Traditional Neighborhood Developments (TND) and Transit Oriented Developments.

The Department of Community Affairs (DCA) and the Department of Transportation (FDOT) were directed by the Legislature to evaluate a Mobility Fee and issue a joint report to the Legislature by December 1, 2009. DCA and FDOT contracted with the Center for Urban Transportation Research (CUTR) at the University of South Florida to further develop the mobility fee concept. Alachua County was chosen by DCA to serve as a case study for CUTR to develop a Mobility Fee based on Vehicular Miles of Travel

Mobility Fee Working Concept

The working concept for a mobility fee applies the modified impact fee approach. The methodology for the modified impact fee consists of six steps:

STEP 1: Determine institutional structure

STEP 2: Develop mobility plan

STEP 3: Estimate target funding level

STEP 4: Estimate VMT growth

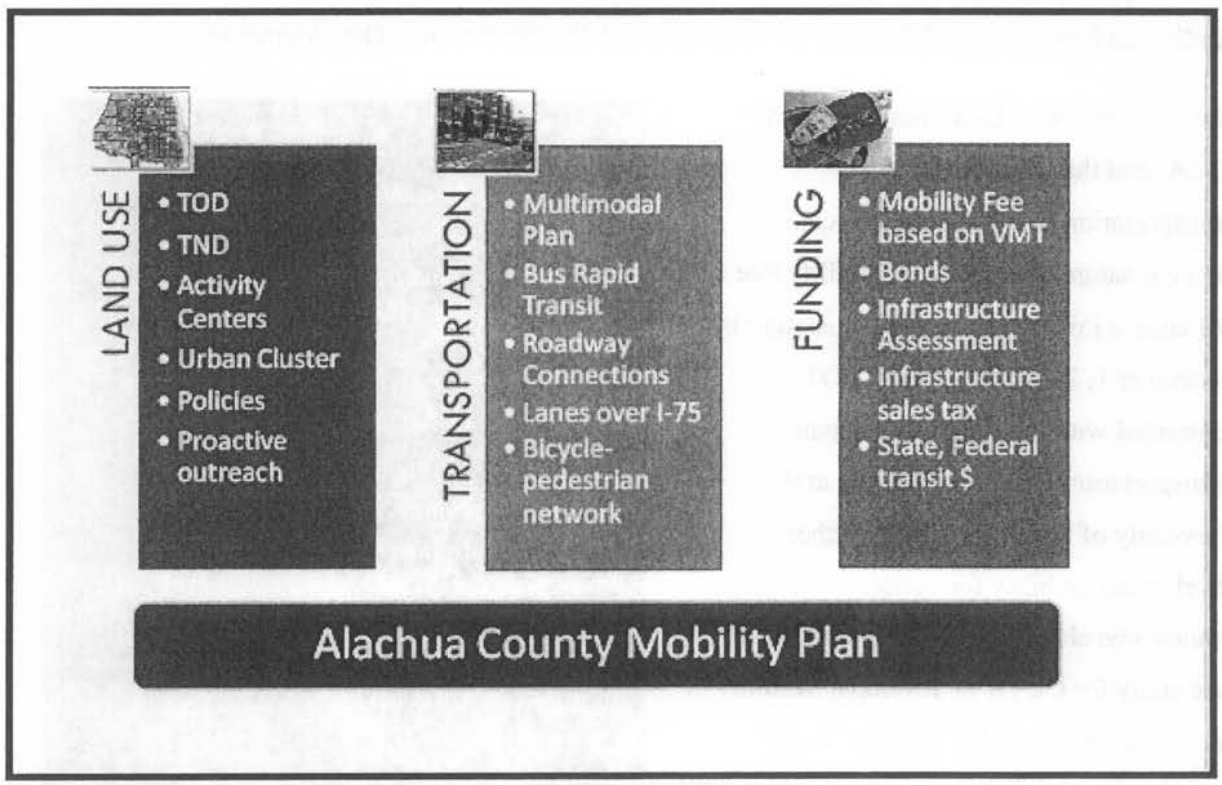
STEP 5: Establish the mobility fee rate

STEP 6: Apply mobility fee

An optional mechanism is also suggested to fund localized mobility needs and transit operating expenses.

(VMT). The Mobility Fee was evaluated on a countywide basis and utilized transportation projects from the Long Range Transportation Plan and Alachua County Comprehensive Plan. Alachua County was chosen as the case study for two principal reasons. The County had already commenced on the development of Comprehensive Plan policies to promote compact, mixed-use development interconnected by a multi-modal transportation system. In addition, the County had already adopted a Transportation Impact Fee that included reduced fees for Traditional Neighborhood Developments (TND) in recognition that TND have less of an impact on the transportation system and promote mobility by means other than sole reliance upon the motor vehicle.

The basis for a Mobility Fee is the development of a Mobility Plan that establishes land use and transportation policies that promote compact, mixed-use developments and a transportation system that focuses on the provision of mobility by multiple modes of travel. The mobility projects identified in the Mobility Plan could include new and widened roadways, sidewalks, bike lanes, trails, rail, dedicated transit lanes and transit facilities and buses. The Mobility Plan could also include transit operations.



The type of mobility projects and the preferred land use pattern for each Mobility Plan will vary community to community. Urban areas may focus on transit, bicycle and pedestrian projects and Transit Oriented Developments (TOD) whereas suburban communities may focus on an interconnected roadway system and Traditional Neighborhood Developments (TND).

The costs to provide mobility and determine a target funding level are based upon the projects identified in the Mobility Plan. The estimated Vehicle Miles of Travel (VMT) growth is based on Alachua County's Comprehensive Plan, Long Range Transportation Plan and Mobility Plan. The mobility fee rate is determined by dividing the target funding level for the Mobility Plan by the projected growth in VMT. The result is then multiplied by the transportation impact (trip generation, trip length, pass-by, etc) of a particular land use. The DCA and FDOT presented a report to the legislature by the date required by the Community Renewal Act. *The Florida Legislature did not take any further action on the Mobility Fee during the 2010 legislative session.* The Department of Community Affairs, Florida Department of Transportation and the Center for Urban Transportation Research produced the following three documents that details the elements involved in development of a Mobility Fee:

(1) Florida Mobility Fee Study, June 2009
(2) Evaluation of the Mobility Fee Concept, November 2009
(3) Joint Report on the Mobility Fee Methodology Study, December 2009

PRINCIPLE 5

REDUCE VEHICLE MILES OF TRAVEL AND PER CAPITA GREEN HOUSE GAS EMISSIONS THROUGH PROVISION OF MOBILITY WITHIN COMPACT, MIXED-USE, INTERCONNECTED DEVELOPMENTS THAT PROMOTE WALKING AND BICYCLING, ALLOW FOR THE INTERNAL CAPTURE OF VEHICULAR TRIPS AND PROVIDE THE DENSITIES AND INTENSITIES NEEDED TO SUPPORT TRANSIT.

ALACHUA COUNTY'S MOBILITY PLAN

The Alachua County Mobility Plan has been adopted by the Board of County Commissioners and became effective on March 12th, 2010. The Mobility Plan established multi-modal supportive land uses through the creation of policies that allowed for private entities to design Traditional Neighborhood Developments (TND) and Transit Oriented Developments (TOD) by right within the Urban Cluster. The Mobility Plan established LOS

standards for pedestrians, bicyclists, transit and motor vehicles and identified the multi-modal infrastructure and transit service needed to provide mobility within the Urban Cluster. Further, the Plan projected a cost for the necessary multi-modal infrastructure and transit service. The Mobility Plan has been incorporated into the following elements of the Alachua County Comprehensive Plan:

(1) Future Land Use Element
(2) Transportation Mobility Element
(3) Capital Improvements Element

To address current statutory transportation concurrency requirements, the Mobility Plan has been developed to be consistent with the exceptions and alternatives to transportation concurrency and the provisions for multi-modal transportation districts in Florida Statute 163.3180. ***A principal element of the Mobility Plan is to allow private development to mitigate its transportation impacts and receive concurrency approval through multi-modal transportation mitigation.*** The Transportation Mobility Element establishes the general parameters for development of the multi-modal transportation mitigation program.

PRINCIPLE 4

PROVIDE AN ALTERNATIVE TO CONVENTIONAL TRANSPORTATION CONCURRENCY WITHIN THE URBAN CLUSTER THAT RECOGNIZES THAT CONGESTION IS ACCEPTED IN GROWING URBAN AREAS, SO LONG AS VIABLE ALTERNATIVE MODES OF TRANSPORTATION ARE PROVIDED THAT SERVE TRAVEL DEMAND ALONG CONGESTED CORRIDORS.

CONGESTION ALONG SOME ROADWAYS IS THE TRADEOFF BETWEEN ADDING ROADWAY CAPACITY ON CONGESTED CORRIDORS AND DEVELOPING AN INTERCONNECTED NETWORK OF ROADWAYS, BICYCLE AND PEDESTRIAN FACILITIES AND DEDICATED TRANSIT LANES SERVED BY EFFICIENT TRANSIT.

Through adoption of the Mobility Plan the Alachua County Board of County Commissioners elected to adopt land use and transportation strategies that promote compact, mixed-use, energy efficient developments that provide mobility options via bicycling, walking, riding transit and driving a motor vehicle. In addition, the Mobility Plan focuses on the development of a gridded roadway network and increased connectivity between developments that allows the County to evaluate the level of service (LOS) on major roadway on an area-wide basis as opposed to an individualized segment-by-segment LOS determination. Level of Service (LOS) standards for pedestrians, bicyclist, transit and motor vehicles are established in the Transportation Mobility Element. The Mobility Plan identifies the necessary multi-modal projects needed by 2030 to achieve the adopted LOS standards. Levels of Service (LOS) standards have been established for pedestrians, bicyclists, transit, and motor vehicles. The multi-modal infrastructure projects and transit service identified in the Mobility Plan Capital Improvements Element utilized the following capacities to address projected needs within the Urban Cluster by 2030 and address the adopted LOS standards.

	Level of Service	Standard of Measure
Pedestrian	B	Based on Presence of a pedestrian facility – 950 daily capacity
Bicycle	B	Based on Presence of a bicycle facility – 950 daily capacity
Express Transit	B	Based on Peak Hour Frequency of 15 minutes – 50 seats per bus
Motor Vehicle	D	Based on Maximum Service Volume – 17,000
Motor Vehicle (SIS)	C	Based on Maximum Service Volume – 17,000
Strategic Intermodal System (SIS).		
Maximum Service Volume based on Florida Department of Transportation (FDOT) Generalized Tables and the Transportation Research Board Highway Capacity Manual (HCM).		

The Mobility Plan includes a twenty (20) year Capital Improvements schedule that incorporates funding of capital infrastructure for a multi-modal transportation network and funding of frequent transit service along dedicated transit corridors as needed densities and intensities increase within the Urban Cluster. The capital infrastructure set out in the Mobility Plan includes roadways, multi-

use bicycle and pedestrian paths, sidewalks and transit facilities. The roadways include a combination of new two-lane roadways and the widening of targeted four-lane roadways. The transit facilities include park and ride facilities, dedicated transit lanes, buses and the County's share of a transit maintenance facility. The multi-modal infrastructure projects and transit service identified in the Capital Improvements Element are incorporated to proactively address transportation needs of new development and redevelopment within the Urban Cluster by 2030. The multi-modal transportation needs identified as part of the Mobility Plan are based upon the projected increase in traffic and vehicle miles of travel between 2008 and 2030 for roadways within the Urban Cluster.

One of the key components of the Mobility Plan is the provision of mobility by frequent transit service on dedicated transit lanes. The initial transit operation cost is a small component of the overall Mobility Plan and the multi-modal transportation mitigation. However, the Mobility Plan envisions that as the capital infrastructure included in the Capital Improvements Element is constructed and the density and intensity within the Urban Cluster reaches a threshold where more frequent transit service can be provided, the multi-modal transportation mitigation will reflect lower capital infrastructure costs and higher transit operation costs to provide frequent transit service connecting mixed-use developments with regional employment, shopping, recreational and education destinations.

The proposed multi-modal transportation mitigation is different from traditional impact fees in that the mitigation includes both the cost of multi-modal capital infrastructure and the cost of operating the transit system. The inclusion of transit operations in the multi-modal transportation mitigation is essential to accommodating a portion of the future increase in vehicle miles of travel that will be accommodated through the provision of transit service. The Alachua County Mobility Plan is a holistic approach to providing bicycle, pedestrian, transit and motor vehicle mobility. In order for transit to be a viable mode of transportation and accommodate future travel demand, the funding of transit operations has to be done in conjunction with the funding of transit facility capital investment.

According to the U.S. Bureau of Labor Statistics 2007 Consumer Expenditure Survey (pg. 2) the average household spent $8,758 dollars a year on transportation, the second highest recurring household expense besides housing cost. An individual can walk on a sidewalk, ride a bicycle on a multi-use path or drive a car on a roadway. In such situations, the private individual pays the cost to finance, operate, fuel, insure and maintain a motor vehicle or other means of mobility. That same individual cannot drive a bus and the cost to finance, operate, fuel, insure and maintain transit typically comes from a variety of sources such as gas taxes, general revenue, special assessments, user fees and fares. Partial transit operation funding is often made available from state and federal sources, so long as there are local matching funds. A portion of the multi-modal transportation mitigation collected for transit operations could be utilized to pursue additional funding opportunities to increase transit frequency and hours of operation. Without funding to operate transit, the capacity provided by buses, dedicated transit lanes and park and ride facilities is essentially useless. If a bus sits in a parking lot without funds to operate it, then it does not provide any capacity or mobility benefit, and will not meet the requirement of transportation concurrency.

MULTI-MODAL TRANSPORTATION MITIGATION (MMTM) METHODOLOGY

The multi-modal projects, including transit operations, identified in the Mobility Plan are based upon the projected increase in vehicle miles of travel (VMT) within the Urban Cluster between 2008 and 2030. The projected costs of the multi-modal projects, including transit operations, are included in the Capital Improvements Element (CIE). Additional multi-modal projects may be added to the CIE in the future to address other transportation needs, changes in vehicle miles of travel, and updates to cost estimates for design, construction, right-of-way and transit facilities and operation.

A vehicle mile of travel (VMT) methodology was utilized to calculate the multi-modal transportation mitigation. To derive a per VMT rate, the projected cost of the multi-modal projects identified in the Mobility Plan was divided by the projected increase in VMT between 2008 and 2030. The following are the calculations utilized to determine the multi-modal transportation mitigation:

$$VMT_{growth} = VMT_{future} - VMT_{base}$$

Where:

VMT growth = Total increased VMT within the planning horizon

VMT future = VMT in the horizon year of Mobility Plan

VMT base = VMT in the base year of the Mobility Plan

$$\text{Target Capital Funding Level (TCFL)} = \text{Capital Cost} - \text{Committed Revenue}$$

Where:

Capital Cost = cost for multi-modal infrastructure identified in Mobility Plan

Committed revenue = gas tax revenue, development agreements, bonds, etc.

$$\text{Target Transit Operations Funding Level (TTFL)} = \text{Transit Operation Cost} - \text{Committed Revenue}$$

Where:

Transit Operation Cost = cost for transit service identified in Mobility Plan

Committed revenue = gas tax revenue, federal funds, assessments, etc.

$$VMT_{rate} = (TCFL / VMT_{growth}) + (TTFL / VMT_{growth})$$

The multi-modal capital infrastructure consisting of roadways, dedicated lanes, sidewalks, bike lanes, multi-use paths, buses, transit stations and park and ride facilities is 90% of the cost utilized to calculate the VMT rate. The mulit-modal transit operations are 10% of the cost utilized to calculate the VMT rate. The following are the values utilized to calculate the VMT Rate:

VEHICLE MILES OF TRAVEL 2008 (VMT base)	1,421,900
VEHICLE MILES OF TRAVEL 2030 (VMT future)	2,010,761
INCREASE IN VEHICLE MILES OF TRAVEL (VMT growth)	588,861
MOBILITY PLAN CAPITAL COST	$226,628,099
COMMITTED FUNDING	$5,500,000
TARGET CAPITAL FUNDING LEVEL (TCFL)	$221,128,099
VEHICLE MILES OF TRAVEL RATE – CAPITAL	$376
MOBILITY PLAN TRANSIT OPERATION COST	$27,000,000
COMMITTED FUNDING	$2,250,000
TARGET TRANSIT OPERATIONS FUNDING LEVEL (TOFL)	$24,750,000
VEHICLE MILES OF TRAVEL RATE – OPERATIONS	$42
VEHICLE MILES OF TRAVEL RATE	$418

INDIVIDUAL LAND USE VEHICLE MILES OF TRAVEL (VMT) METHODOLOGY

The multi-modal transportation mitigation is based on the VMT rate times the number of Vehicular Miles of Travel for individual land uses. The calculation for VMT of travel for an individual land use is as follows:

$$VMT = \text{vehicle trip ends X (1 - \% community capture) X (average travel length / 2) X \% new trips}$$

Where:

Vehicle Trip Ends = measured per day

Community Capture = a factor utilized to adjust vehicle trip ends for Traditional Neighborhood Developments (TND) & Transit Oriented Developments (TOD) to reflect the capture of vehicular trips within the development

The ***vehicle trips ends*** factor is based on the trip generation rate from the 8th edition of the Institute of Transportation Engineers' (ITE) *Trip Generation*. A trip generation rate is available for a broad range of residential, commercial, office, industrial, civic and recreational uses.

The percentage of ***community capture*** reflects the reduced impact on the overall transportation system by compact, mixed-use, interconnected developments such as Traditional Neighborhood Developments (TND) and Transit Oriented Developments (TOD) due to a reduction in the number of trips on external roadways and an increase in trips made by walking, bicycling and riding transit. Community capture rates are based on the various data, studies and analyses provided in ITE's *Trip Generation*. The transportation impact for developments that are designed in accordance with TND and TOD policies and provide a mixture of residential, commercial, office and civic uses within a single master development plan have been reduced to account for the community capture of vehicular trips within the development and for the increase in pedestrian and bicycle trips that occur when there is a mixture of uses within an interconnected development.

The ***average trip length*** by land uses is based upon the U.S. Department of Transportation, Bureau of Transportation Statistics, "Summary of Travel Trends: 2005 National Household Transportation Study". The longer the overall average travel length for a land use, the higher the vehicle miles of travel will be. Information from the U.S. Department of Transportation, Federal Highway Administration "National Personal Transportation Survey" were utilized to develop factors that reduced the average travel length of overall trips for uses classified as convenience, neighborhood, local, and community. In addition, a Geographic Information System (GIS) market share analysis was conducted for existing non-residential uses to adjust the reduced average trip length factors based on real world conditions in Alachua County. Convenience uses such as banks, fast-food and gas stations generate a significant amount of traffic, however, the trip length to and from these types of convenience uses in reality is quite short. A large portion of trips to and from many land uses come from adjacent roadways. For example, an individual driving from their place of work to their house may first stop at a grocery store, then drive a mile or less to a gas station or bank and then head home. The average trip length to the gas station or bank is not the trip from home or work to the use, but is likely part of a trip on the way to some other destination. Regional retail uses such as a home improvement center or a discount superstore are uses that typically are destinations, are limited in total number of stores and have a longer average trip length and draw trips from the larger community.

The ***percentage of new trips*** is based on a combination of the various pass-by analyses provided in ITE's *Trip Generation* and various studies that demonstrated higher pass-by rates for convenience land uses such as fast food and convenience gas stations. While the ITE's *Trip Generation* does not recognize pass-by rates for uses other than retail, pass-by rates were utilized on a number of non-retail uses such as offices, hospitals, social and civic uses in recognition that not all trips to these types of uses are new trips. A pass-by trip is a trip that is already on the roadway and stops at a land uses between an origin point (commonly a dwelling) and a destination (place of employment, park). For example, a person drives from home to work in the morning and stops for a quick breakfast at a fast food restaurant along the way. If the fast food restaurant is accessed from the same roadway that the person is going to work on, then this trip would be treated as a ***pass-by trip***. A pass-by trip is different than the convenience trip length reduction factor, in that a

trip only counts as a pass-by trip if an individual travels on the same roadway; whereas the convenience trip length reduction in travel applies to the trip length between uses and the need to access another roadway. For example, if an individual traveling from Gainesville to Newberry on Newberry Road stops at the grocery store in Jonesville, then exits onto CR 241 and stops for gas, then gets back on Newberry Road to head towards Newberry, then the trip to the grocery store is a pass-by trip, but the trip to the gas station via CR 241 is not a pass-by trip. However, the trip length to the gas station is shorter because it is based on the trip length from the grocery store to the gas station, not from Gainesville to the gas station.

ROADWAY ONLY MOBILITY PLAN - STANDARD CONCURRENCY APPROACH

The Alachua County Board of County Commissioners could have opted for an alternative Mobility Plan, one focused entirely on increases in roadway capacity. The projects identified in the Capital Improvements Element could have focused exclusively on roadways to meet adopted LOS standards for each facility rather than the multi-modal means of meeting LOS standards. Under a traditional motor vehicle oriented concurrency approach, future travel demand and increases in vehicle miles of travel would have been addressed solely through the widening of existing roadways and the construction of new roadways. In addition to the roadway projects identified in the Mobility Plan and included in the currently adopted Capital Improvements Element, the major roadways identified in the table on page 15 would have needed to be funded and widened to achieve the LOS standards.

The old transportation concurrency system was based on a segment by segment LOS analysis. When a roadway segment was over capacity, development could not proceed until additional capacity was provided. In addition, the County would be required to indicate in its Comprehensive Plan how the additional capacity would be provided in order to demonstrate that the County had a financially feasible Comprehensive Plan. Based upon the land uses allowed within the Comprehensive Plan, the County could not demonstrate based on a segment by segment roadway LOS standard that the Plan was financially feasible. To demonstrate financial feasibility, roadways such as NW 39th Avenue and Newberry Road would need to be widened to six lanes along with a number of other roadways that would have to be widened.

Roadway	From	To	Widen	Length
Newberry Rd (SR 26)*	Interstate 75	CR 241 (NW 143rd)	4 to 6	4.5
Archer Rd (SR 24)*	Interstate 75	Tower Road	4 to 6	2.2
NW 39th Ave (SR 222)	NW 43rd Street	Interstate 75	4 to 6	3.5
NW 39th Ave	NW 98th Street	CR 241 (NW 143rd)	2 to 4	2.9
Williston Rd (SR 331)	US 441	Interstate 75	4 to 6	2.3
SW 20th / 24th Ave	Interstate 75	SW 122nd (Parker Rd)	2 to 4	4.4
NW 43rd St	NW 23rd Ave	Millhopper Rd	4 to 6	2
Tower Road	Archer Road (SR 24)	SW 8th Avenue	2 to 4	3.2
CR 241	Newberry Rd (SR 26)	NW 39th Ave	2 to 4	2.4
NW 83rd St*	NW 39th Ave (SR 222)	NW 23rd Ave	2 to 4	1
Ft. Clarke Blvd*	NW 23rd Ave	Newberry Rd (SR 26)	2 to 4	1
* Denotes roadways where dedicated transit lanes are identified in the Mobility Plan CIE				

The following are the values utilized to calculate a VMT rate for a roadway only plan had the BOCC not adopted the Mobility Plan:

VEHICLE MILES OF TRAVEL 2008 (VMT base)	1,421,900
VEHICLE MILES OF TRAVEL 2030 (VMT future)	2,010,761
INCREASE IN VEHICLE MILES OF TRAVEL (VMT growth)	588,861
ROADWAY ONLY CAPITAL COST	$482,410,951
COMMITTED FUNDING	$7,000,000
TARGET FUNDING LEVEL	$475,410,951
VEHICLE MILES OF TRAVEL RATE	$807

COMPARATIVE ANALYSIS – MULTI-MODAL PLAN vs. ROADWAY ONLY PLAN

A comparative analysis has been conducted to demonstrate the difference between the adopted multi-modal supportive Mobility Plan and a motor vehicle oriented Mobility Plan to illustrate the difference between the two approaches. The methodologies utilized in this comparative analysis

are the same, with the only differences being the projects included in the analysis and the cost to fund those projects. The mitigation for a Mobility Plan based solely on roadway is significantly higher than the multi-modal transportation mitigation based on the County's Mobility Plan as illustrated in the table below.

Land Use	Roadway Only Mitigation	MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)					
		Development Pattern			Difference from Roadway Only Mitigation		
		NON TND/TOD	TND	TOD	NON TND/TOD	TND	TOD
2,000 sq ft single family	$13,130	$6,800	$5,360	$3,987	-$6,330	-$7,770	-$9,143
10,000 sq ft office	$101,620	$52,640	$44,740	$36,850	-$48,980	-$56,880	-$64,770
10,000 sq ft retail	$170,750	$88,443	$70,755	$53,066	-$82,307	-$99,995	-$117,684

The Table above is a subset of the table on page 21 at the end of this report. The calculation of the mitigation for a roadway based Mobility Plan is based on the same methodology utilized to calculate the multi-modal transportation mitigation based on the County's adopted Mobility Plan. The only difference in the methodology between the roadway only mitigation and the multi-modal transportation mitigation is the infrastructure necessary to provide mobility. The following is an explanation of the figures in the table above and the table on page 18. The roadway only mitigation based on a roadway only Mobility Plan would be $13,130 for a 2,000 square foot single family home. The multi-modal transportation mitigation based on the adopted Mobility Plan for a 2,000 square foot single-family home is $6,800 a difference of -$6,330 from the roadway only mitigation. The multi-modal transportation mitigation based on the adopted Mobility Plan for a 2,000 square foot single-family home located within a Traditional Neighborhood Development (TND) is $5,360; a difference of $7,770. The multi-modal transportation mitigation based on the adopted Mobility Plan for a 2,000 square foot single-family home located within a Transit Oriented Development (TOD) is $3,987; a difference of $9,143. The mitigation illustrated above clearly indicates the significant cost savings due to the adoption of a Mobility Plan that provides mobility via multiple means of transportation. Further, the TND and TOD policies adopted as part of the Mobility Plan result in a substantial drop in the assessed multi-modal transportation mitigation compared to a mitigation based on a roadway only Mobility Plan.

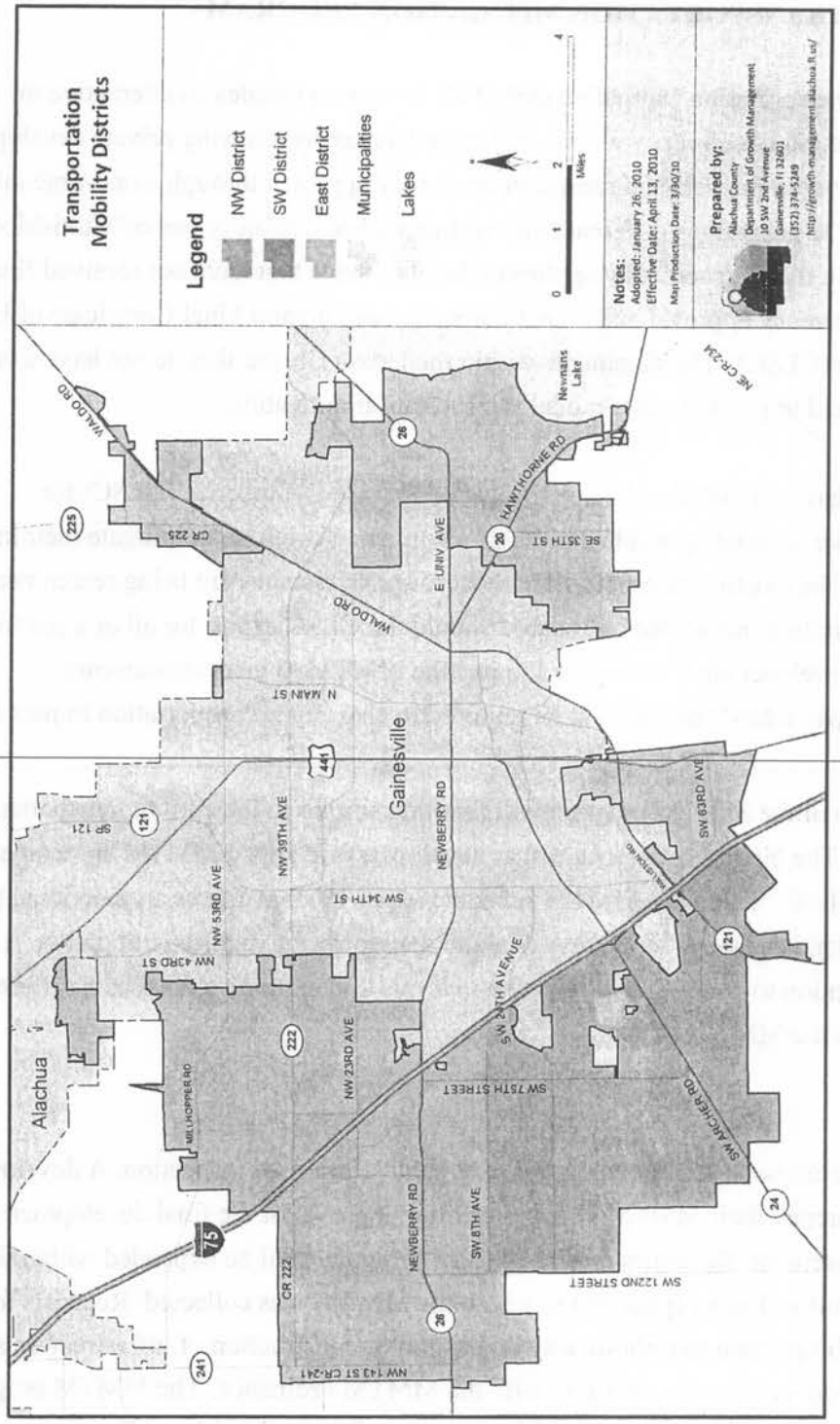
MULTI-MODAL TRANSPORTATION MITIGATION PROGRAM

The Multi-Modal Transportation Mitigation (MMTM) program provides an alternative to traditional transportation concurrency within the Urban Cluster by allowing private development to mitigate its transportation impacts and receive concurrency approval through a one-time mitigation payment. The MMTM program is different from an Impact Fee, Mobility Fee or Multi-Modal Transportation Fee in that it specifically applies to developments that have not received final transportation concurrency approval and do not currently have a valid Final Certificate of Level of Service Compliance (CLSC). Developments within the Urban Cluster that do not have a valid CLSC will be required to pay the multi-modal transportation mitigation.

Developments that have a Final Certificate of Level of Service Compliance (CLSC) for transportation or have an existing residential lot of record shall continue to mitigate their impact through payment of the existing transportation impact fee. No changes are being recommended to the existing transportation impact fee ordinance. Should the CLSC expire for all or a portion of a development, the Developer shall be required to pay the MMTM to meet concurrency. Developments that pay a MMTM shall not be required to also pay a transportation impact fee.

The implementation of the MMTM program will function similar to the current transportation impact fee process. The biggest difference is that developers will sign a MMTM agreement concurrent with a CLSC. There is a MMTM schedule (page 19) that allows an individual to simply look up the land use they are interested in and determine the required mitigation. A developer has the option to conduct an alternative analysis to determine a fee that is different from what is indicated on the MMTM schedule.

The MMTM will be assessed at building permit and paid before final inspection. A developer shall have the option to prepay their MMTM at any time after approval of the final development plan and the MMTM agreement. Revenues for the MMTM program shall be expended within the Transportation Mobility District (page 18) in which the MMTM was collected. Requests for MMTM credit for things such as right-of-way dedication or construction of infrastructure shall be evaluated on a case-by-case basis consistent with the MMTM ordinance. The MMTM program will be adopted into Article 12 Concurrency Management of the Unified Land Development Code.


Transportation Mobility Districts
Legend
NW District
SW District
East District
Municipalities
Lakes
0 1 2 4 Miles
Notes:
Adopted: January 26, 2010
Effective Date: April 13, 2010
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NW 43RD ST
SW 34TH ST
NEWBERRY RD
SW 63RD AVE
SW 20TH AVENUE
SW 75TH STREET
SW ARCHER RD
MILLHOPPER RD
NW 23RD AVE
CR 222
SW 8TH AVE
SW 122ND STREET
NW 143 ST CR-241
SR 121
441
121
222
75
26
20
24
241

Below is the proposed multi-modal transportation mitigation schedule. The 1st column is the multi-modal transportation mitigation (MMTM). The 2nd column is the MMTM for Traditional Neighborhood Developments (TND). The 3rd column is the MMTM for Transit Oriented Developments (TOD).

	Non TND/TOD	TND	TOD
RESIDENTIAL:			
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:			
All Residential per 1,000 FT²	$3,400	$2,680	$1,989
Residential Expansion per 1,000 FT²	$1,700	$1,340	$998
RECREATION:			
Park Per Acre	$1,833	$1,558	$1,283
Golf Course Per Hole	$23,081	--	--
Racquet/Tennis Club Per Court	$12,456	$10,589	$8,719
Health/Fitness Club Per 1,000 FT²	$10,599	$9,009	$7,419
Recreation/Community Center Per 1,000 FT²	$7,364	$6,260	$5,156
INSTITUTIONAL PER 1,000 FT²:			
Private School (K-12)	$3,763	$3,199	$2,527
Place of Worship	$3,499	$2,974	$2,349
Day Care Center	$5,052	$4,295	$3,537
Library	$6,546	$5,564	$4,582
OFFICE PER 1,000 FT² :			
Businesses & Professional Services (less than 50,000 FT²	$5,264	$4,474	$3,685
Businesses & Professional Services (50,000 FT² & greater	$7,024	$5,970	$4,917
MEDICAL BUILDINGS PER 1,000 FT²:			
Medical / Dental Offices	$7,664	$6,515	$5,365
Hospitals	$7,183	$6,105	$5,028
Nursing Home	$2,078	$1,766	$1,455
INDUSTRIAL BUILDINGS PER 1,000 FT²:			
Industrial, Manufacturing, Warehousing	$4,710	--	--
Mini-Warehousing	$1,497	--	$748
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:			
Small Scale Retail Store (less than 20,000 FT²)	$8,844	$7,075	$5,307
Medium Scale Retail Store (20,000 to 50,000 FT²)	$14,718	$12,510	$10,303
Large Scale Retail Store (greater than 50,000 FT²)	$23,531	$20,001	$16,472
Large Scale Retail Superstore	$41,521	$35,293	$29,065
Large Scale Wholesale Club - Membership	$26,724	$21,577	$17,773
Grocery Store	$23,398	$19,888	$16,379
Pharmacy with Drive-Thru	$16,007	$13,606	$11,205
Restaurant with Drive-Thru	$28,255	$24,017	$19,779
Car Sales	$16,939	--	--
Auto Parts Stores	$16,064	--	--
Tire & Auto Repair	$5,929	--	--
NON-RESIDENTIAL:			
Hotel Per Room	$5,059	$4,047	$3,036
Movie Theater Per Screen	$24,080	$19,445	$16,015
Bank with Drive-Thru Per Drive-Thru Lane	$22,049	$18,742	$15,434
Convenience Market & Gas Per Pump	$35,552	$30,219	$24,886
Quick Lube Vehicle Service Per Bay	$6,709	$5,646	$4,649
Car Wash Per Stall	$7,076	$5,955	$4,904

The following are the values utilized to calculate the vehicle miles of travel in the MMTM schedule. Pages 13 and 14 of this report provide further detail of each of that variable shown in the columns below.

	AVERAGE TRIP LENGTH	% NEW TRIPS	DAILY TRIP GENERATION Non TND/TOD	TND	TOD
RESIDENTIAL:					
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:					
All Residential per 1,000 FT²	3.41	100%	4.77	3.76	2.79
Residential Expansion per 1,000 FT²	3.41	100%	2.39	1.88	1.40
RECREATION:					
County Park Per Acre	3.86	100%	2.27	1.93	1.59
Golf Course Per Hole	3.09	100%	35.74	--	--
Racquet/Tennis Club Per Court	1.54	100%	38.70	32.90	27.09
Health/Fitness Club Per 1,000 FT²	1.54	100%	32.93	27.99	23.05
Recreation/Community Center Per 1,000 FT²	1.54	100%	22.88	19.45	16.02
INSTITUTIONAL PER 1,000 FT²:					
Private School (K-12)	1.63	50%	22.09	18.78	15.47
Place of Worship	2.45	75%	9.11	7.74	6.38
Day Care Center	0.61	50%	79.26	67.37	55.48
Library	1.16	50%	54.00	45.90	37.80
OFFICE PER 1,000 FT² :					
Businesses & Professional Services (less than 50,000 FT²)	3.05	75%	11.01	9.36	7.71
Businesses & Professional Services (50,000 FT² & greater)	4.07	75%	11.01	9.36	7.71
MEDICAL BUILDINGS PER 1,000 FT²:					
Medical / Dental Offices	2.03	50%	36.13	30.71	25.29
Hospitals	3.26	60%	17.57	14.93	12.30
Nursing Home	3.26	50%	6.10	5.19	4.27
INDUSTRIAL BUILDINGS PER 1,000 FT²:					
Industrial, Manufacturing, Warehousing	4.77	90%	5.25	--	--
Mini-Warehousing	3.82	75%	2.50	--	1.25
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:					
Small Scale Retail Store (less than 20,000 FT²)	2.19	45%	42.94	34.35	25.76
Medium Scale Retail Store (20,000 to 50,000 FT²)	3.28	50%	42.94	36.50	30.06
Large Scale Retail Store (greater than 50,000 FT²)	4.37	60%	42.94	36.50	30.06
Large Scale Retail Superstore	4.37	65%	69.94	59.45	48.96
Large Scale Wholesale Club - Membership	4.37	70%	41.80	33.75	27.80
Grocery Store	2.19	50%	102.24	86.90	71.57
Pharmacy with Drive-Thru	1.91	45%	89.11	75.74	62.38
Restaurant with Drive-Thru	1.09	25%	496.12	421.70	347.28
Car Sales	2.86	85%	33.34	--	--
Auto Parts Stores	1.91	65%	61.91	--	--
Tire & Auto Repair	2.39	75%	15.83	--	--
NON-RESIDENTIAL:					
Hotel Per Room	4.09	95%	6.23	4.98	3.74
Movie Theater Per Screen	4.63	50%	49.77	40.19	33.10
Bank with Drive-Thru Per Drive-Thru Station	1.07	40%	246.49	209.52	172.54
Convenience Market & Gas Per Fueling Position	0.95	33%	542.60	461.21	379.82
Quick Lube Vehicle Service Per Bay	1.07	75%	40.00	33.66	27.72
Car Wash Per Stall	0.95	33%	108.00	90.88	74.84

Below is a table comparing the Roadway Only Mobility Plan to the Multi-Modal Mobility Plan adopted by the Board of County Commissioners. The MMTM columns include the same data as the table provided on page 19.

	Roadway Only Mobility Plan	MMTM Non TND/TOD	MMTM TND	MMTM TOD
RESIDENTIAL:				
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:				
All Residential per 1,000 FT²	$6,565	$3,400	$2,680	$1,989
Residential Expansion per 1,000 FT²	$3,282	$1,700	$1,340	$998
RECREATION:				
County Park Per Acre	$3,539	$1,833	$1,558	$1,283
Golf Course Per Hole	$44,561	$23,081	--	--
Racquet/Tennis Club Per Court	$24,048	$12,456	$10,589	$8,365
Health/Fitness Club Per 1,000 FT²	$20,462	$10,168	$8,643	$7,419
Recreation/Community Center Per 1,000 FT²	$14,217	$7,364	$6,260	$5,156
INSTITUTIONAL PER 1,000 FT²:				
Private School (K-12)	$7,266	$3,763	$3,199	$2,527
Place of Worship	$6,754	$3,499	$2,974	$2,349
Day Care Center	$9,754	$5,052	$4,295	$3,537
Library	$12,638	$6,546	$5,564	$4,582
OFFICE PER 1,000 FT² :				
Businesses & Professional Services (less than 50,000 FT²)	$10,162	$5,264	$4,474	$3,685
Businesses & Professional Services (50,000 FT² & greater)	$13,561	$7,024	$5,970	$4,917
MEDICAL BUILDINGS PER 1,000 FT²:				
Medical / Dental Offices	$14,797	$7,664	$6,515	$5,365
Hospitals	$13,867	$7,183	$6,105	$5,028
Nursing Home	$4,012	$2,078	$1,766	$1,455
INDUSTRIAL BUILDINGS PER 1,000 FT²:				
Industrial, Manufacturing, Warehousing	$9,094	$4,710	--	--
Mini-Warehousing	$2,890	$1,497	--	$748
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:				
Small Scale Retail Store (less than 20,000 FT²)	$17,075	$8,844	$7,075	$5,307
Medium Scale Retail Store (20,000 to 50,000 FT²)	$28,415	$14,718	$12,510	$10,303
Large Scale Retail Store (greater than 50,000 FT²)	$45,430	$23,531	$20,001	$16,472
Large Scale Retail Superstore	$80,161	$41,521	$35,293	$29,065
Large Scale Wholesale Club - Membership	$51,594	$26,724	$21,577	$17,773
Grocery Store	$45,173	$23,398	$19,888	$16,379
Pharmacy with Drive-Thru	$30,904	$16,007	$13,606	$11,205
Restaurant with Drive-Thru	$54,550	$28,255	$24,017	$19,779
Car Sales	$32,703	$16,939	--	--
Auto Parts Stores	$31,014	$16,064	--	--
Tire & Auto Repair	$11,447	$5,929	--	--
NON-RESIDENTIAL:				
Hotel Per Room	$9,767	$5,059	$4,047	$3,036
Movie Theater Per Screen	$46,490	$24,080	$19,445	$16,015
Bank with Drive-Thru Per Drive-Thru Lane	$42,568	$22,049	$18,742	$15,434
Convenience Market & Gas Per Pump	$68,637	$35,552	$30,219	$24,886
Quick Lube Vehicle Service Per Bay	$12,952	$6,709	$5,646	$4,649
Car Wash Per Stall	$13,662	$7,076	$5,955	$4,904

Below is a table comparing the existing transportation impact fee to the Multi-Modal Transportation Mitigation. The 1st column is the existing impact fee, which has been reduced 15% by the BOCC. The 2nd column is the impact fee without the 15% reduction. The MMTM columns include the same data as the table provided on page 19.

	2010 IMPACT FEE	FULL 2010 IMPACT FEE	MMTM Non TND/TOD	MMTM TND	MMTM TOD
RESIDENTIAL:					
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:					
All Residential per 1,000 FT²	$2,073	$2,439	$3,400	$2,680	$1,989
Residential Expansion per 1,000 FT²	$1,074	$1,264	$1,700	$1,340	$998
RECREATION:					
Park Per Acre	$1,130	$1,329	$1,833	$1,558	$1,283
Golf Course Per Hole	$14,062	$16,543	$23,081	--	--
Racquet/Tennis Club Per Court	$7,607	$8,949	$12,456	$10,589	$8,719
Health/Fitness Club Per 1,000 FT²	$6,480	$7,624	$10,599	$9,009	$7,419
Recreation/Community Center Per 1,000 FT²	$4,515	$5,312	$7,364	$6,260	$5,156
INSTITUTIONAL PER 1,000 FT²:					
Private School (K-12)	$2,312	$2,720	$3,763	$3,199	$2,527
Place of Worship	$2,124	$2,499	$3,499	$2,974	$2,349
Day Care Center	$3,097	$3,644	$5,052	$4,295	$3,537
Library	$3,988	$4,692	$6,546	$5,564	$4,582
OFFICE PER 1,000 FT² :					
Businesses & Professional Services (less than 50,000 FT²)	$3,199	$3,763	$5,264	$4,474	$3,685
Businesses & Professional Services (50,000 FT² & greater)	$4,276	$5,030	$7,024	$5,970	$4,917
MEDICAL BUILDINGS PER 1,000 FT²:					
Medical / Dental Offices	$4,700	$5,529	$7,664	$6,515	$5,365
Hospitals	$4,382	$5,155	$7,183	$6,105	$5,028
Nursing Home	$1,258	$1,480	$2,078	$1,766	$1,455
INDUSTRIAL BUILDINGS PER 1,000 FT²:					
Industrial, Manufacturing, Warehousing	$2,858	$3,362	$4,710	--	--
Mini-Warehousing	$920	$1,082	$1,497	--	$748
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:					
Small Scale Retail Store (less than 20,000 FT²)	$5,378	$6,327	$8,844	$7,075	$5,307
Medium Scale Retail Store (20,000 to 50,000 FT²)	$8,974	$10,557	$14,718	$12,510	$10,303
Large Scale Retail Store (greater than 50,000 FT²)	$14,640	$17,224	$23,531	$20,001	$16,472
Large Scale Retail Superstore	$25,317	$29,785	$41,521	$35,293	$29,065
Large Scale Wholesale Club - Membership	$16,291	$19,166	$26,724	$21,577	$17,773
Grocery Store	$14,284	$16,763	$23,398	$19,888	$16,379
Pharmacy with Drive-Thru	$9,761	$11,483	$16,007	$13,606	$11,205
Restaurant with Drive-Thru	$17,293	$20,345	$28,255	$24,017	$19,779
Car Sales	$10,337	$12,161	$16,939	--	--
Auto Parts Stores	$9,786	$11,513	$16,064	--	--
Tire & Auto Repair	$3,623	$4,262	$5,929	--	--
NON-RESIDENTIAL:					
Hotel Per Room	$3,098	$3,645	$5,059	$4,047	$3,036
Movie Theater Per Screen	$14,692	$17,285	$24,080	$19,445	$16,015
Bank with Drive-Thru Per Drive-Thru Lane	$13,409	$15,776	$22,049	$18,742	$15,434
Convenience Market & Gas Per Pump	$21,775	$25,618	$35,552	$30,219	$24,886
Quick Lube Vehicle Service Per Bay	$4,065	$4,782	$6,709	$5,646	$4,649
Car Wash Per Stall	$4,328	$5,092	$7,076	$5,955	$4,904

THOMAS G. PELHAM
Secretary
Florida Department of Community Affairs

CHARLIE CRIST
Governor

STEPHANIE C. KOPELOUSOS
Secretary
Florida Department of Transportation

December 1, 2009

The Honorable Jeff Atwater
President of the Senate
The Capitol
Tallahassee, Florida 32399-1100

The Honorable Larry Cretul
Speaker of the House
The Capitol
Tallahassee, Florida 32399-1300

Dear President Atwater and Speaker Cretul,

Pursuant to the Community Renewal Act, Chapter 2009-96, Laws of Florida, the Florida Department of Community Affairs and Florida Department of Transportation respectfully submit their Joint Report on the Mobility Fee Methodology Study. The report provides background information, principles for a mobility fee, options for legislative action, a plan to implement a mobility fee, an economic analysis, potential costs and benefits, and activities necessary to implement a fee.

The agencies prepared this joint report with the assistance of a Stakeholder working group, technical working groups and the Center for Urban Transportation Research. We commend all participants for their creativity, hard work and ongoing commitment to this effort.

Sincerely,

Thomas G. Pelham
Secretary

Stephanie C. Kopelousos
Secretary

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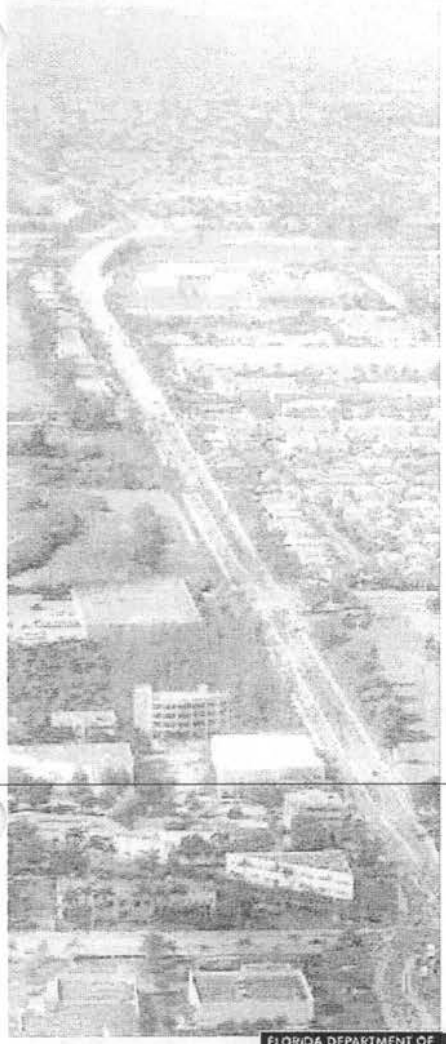

Joint Report On the Mobility Fee Methodology Study

Submitted to the President of the Florida Senate and the Speaker of the Florida House of Representatives, pursuant to Section 13, Chapter 2009-96 Laws of Florida, the Community Renewal Act

Prepared by
Florida Department of Transportation
Florida Department of Community Affairs

December 1, 2009

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EXECUTIVE SUMMARY

Since its inception, the policy objectives of transportation concurrency have been frustrated by its practical application. Originally envisioned as a planning tool to provide for public infrastructure in coordination with new development, transportation concurrency has been increasingly viewed merely as a funding mechanism requiring development to pay for new roads.

The State of Florida has operated under transportation concurrency for nearly a quarter century. A significant benefit has been coordinating the timing of development with the availability of transportation facilities and services. The concurrency system also provides guidance for land use decisions and infrastructure priorities and has allowed private developer contributions to support needed transportation improvements. During this time however, new development and background growth in traffic has consumed and often exceeded available capacity in the system. Public and private investment in transportation has not been sufficient to achieve desired level of service standards.

As our urban centers have become more congested, the cost of mitigating for transportation impacts has escalated. Meanwhile, suburban and rural areas with available roadway capacity have little or no mitigation costs for transportation impacts. When combined with the lower costs of land, concurrency is often seen as a factor in promoting suburban sprawl and discouraging infill, redevelopment and transit supportive communities.

Concurrency has created challenges for local governments and the development community. The system is increasingly complex to administer; mitigation costs have been unpredictable; costs are often perceived as inequitable because of the "last in pays" approach; and the system generally is focused on expanding roadway capacity instead of extending mobility across all modes such as transit.

The Legislature has modified transportation concurrency by authorizing a variety of alternatives including proportionate-share and proportionate fair-share contributions as "pay and go" options for mitigation. Despite these reforms, dissatisfaction with concurrency remains.

The 2009 Legislature enacted Senate Bill 360 as Chapter 2009-96, Laws of Florida, entitled the Community Renewal Act (the Act). The Act eliminated the state mandate for transportation concurrency in qualifying areas within designated Dense Urban Land Areas (DULAs). DULAs are areas with a population density in excess of 1,000 people per square mile. The Act also directs the Department of Community Affairs (DCA) and Florida Department of Transportation (FDOT) to complete their ongoing mobility fee studies and report back to the Legislature by December 1, 2009.

Based on extensive stakeholder input, this report recommends basic principles to be considered when implementing a mobility fee. The report also responds to the statutory requirement to provide "an

economic analysis of implementation of the mobility fee, activities necessary to implement the fee, and potential costs and benefits at the state and local levels and to the private sector."

This report contains several key recommended principles to support a mobility fee approach. These principles are summarized as follows.

- ***Fairness and Funding***: A mobility fee alone cannot address all of Florida's transportation needs. The approach should ensure all new development provides mitigation for its impacts on the transportation system. Development should not be required to pay for transportation backlogs caused by a shortfall in public investment in transportation infrastructure.
- ***Transparency and Predictability***: A mobility fee should be transparent and predictable in its application so that proposed development is no longer required to endure lengthy concurrency reviews and approvals with uncertain and widely varying outcomes.
- ***Countywide minimum application***: A mobility fee should be applied countywide with participation of each local government within the county. There should be an option for a regional/multi-county application. Local governments would enter into interlocal agreements to establish the framework for the mobility fee program: establishing funding priorities and methods to ensure equitable distribution of funds. Comprehensive plan amendments would be necessary to establish the mobility fee program, provide for intergovernmental coordination and modify existing transportation concurrency management policies.
- ***Multimodal Planning***: A mobility fee should be based on and help fund mobility plans. These plans should incorporate multimodal choices including roadways, transit, bikeways, pedestrian walkways, congestion management strategies and other appropriate facilities and services.
- ***Promote Compact, Mixed-use and Energy Efficient Development:*** To meet the legislative direction to "promote compact, mixed-use and energy-efficient development" a mobility fee should be sensitive to vehicle or person miles traveled and vary by location and development type. Mobility plans should identify areas where development is desired to reduce auto dependence. A mobility fee would depend on the location of new development to support a growth management policy encouraging urban infill, redevelopment, transit supportive development and design strategies and measures to reduce transportation demand.
- ***Local Government Flexibility:*** Local governments should have the option to retain the ability to pursue land use and transportation strategies that address the specific needs of their area. Local governments should have the option to retain locally adopted impact fees so long as credits are provided to ensure there is no double charging for impacts.

In addition to these principles, this report offers three options in response to the request for recommended legislation. For each option, the report lists advantages and disadvantages. The recommended options are:

- ***Require mobility fees statewide by a date certain***: A mobility fee would be established using a uniform methodology but would vary depending on location and type of development as well as the underlying mobility plan developed for that area.

- ***Require mobility fees in "DULA" counties and authorize mobility fees in all other counties***: The eight counties qualifying as DULA counties under the Act would be required to implement a mobility fee approach. All other counties would be able to opt-in and create a mobility fee and mobility plan.

- ***Authorize mobility fee pilot counties***: Selected pilot counties would develop a mobility fee with technical assistance from DCA and FDOT. The agencies would report on the pilot counties by a date certain. Non-pilot counties could continue to pursue their own planning and associated fees currently allowed under home rule.

The plan for implementing a mobility fee is dependent on the option chosen. It is envisioned a mobility fee would require local governments to develop mobility plans, interlocal agreements between the county and cities, comprehensive plan amendments and land development regulations. Many larger urban areas are already experimenting with these concepts and have the technical capacity to implement a mobility fee approach. Other smaller and rural communities would likely require technical assistance.

In addition to providing technical assistance to local governments, the agencies would have to undertake implementation activities including: creation of model interlocal agreements, comprehensive plan policies and land development regulations. DCA would have to revise Chapter 9J-5, Florida Administrative Code, to establish requirements for transportation and land use strategies and the agencies would have to evaluate level of service standards for all transportation facilities.

In evaluating the potential costs and benefits of a mobility fee, it is anticipated that there will be some upfront costs to the state agencies required to assist with implementation. Local governments will experience upfront implementation costs as well. At the same time, local governments often expend considerable resources administering their transportation concurrency management systems. Under a mobility fee approach, local governments would be able to redirect resources to planning activities needed to support the system and fewer resources to administer the transportation concurrency management system.

New development will benefit from the timeliness and predictability of a mobility fee. A mobility fee would also have a variable private sector impact for new development depending on the location and type of development. Denser, mixed-use development will pay less than lower density, single use developments further from urban centers.

In preparing this report, the agencies continued working with an existing stakeholder group to recommend a framework for a mobility fee. This report recommends mobility fee principles and legislative options for consideration by the Legislature.

INTRODUCTION

Considerable interest has been expressed in Florida in the concept of a transportation mobility fee. Chapter 2009-96, Laws of Florida, the *Community Renewal Act*, enacted June 2, 2009, calls for the state to evaluate and consider implementation of a mobility fee. The Act states a mobility fee should "provide for mobility needs, ensure that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development."

An alternative to transportation concurrency has been discussed in Florida for as long as concurrency has been required. Concurrency is a growth management technique ensuring adequate facilities and services are available concurrent with development impacts. Coordinated land use, infrastructure, capital improvements planning and adequate funding is required to support the concurrency system, consistent with adopted comprehensive plans.

Transportation concurrency has been continually evolving. Since its enactment, the Legislature has provided several concurrency alternatives to better accommodate growth in urban centers where transportation capacity is more constrained. Proportionate-share and proportionate fair-share mechanisms were also added to the concurrency process to enable development to "pay and go" – pay for impacts and proceed to develop. However, the implementation of proportionate-share/proportionate fair-share has been controversial and challenging.

Chapter 2009-96, Laws of Florida, Community Renewal Act

Section 13. (1)(a) *The Legislature finds that the existing transportation concurrency system has not adequately addressed the transportation needs of this state in an effective, predictable, and equitable manner and is not producing a sustainable transportation system for the state. The Legislature finds that the current system is complex, inequitable, lacks uniformity among jurisdictions, is too focused on roadways to the detriment of desired land use patterns and transportation alternatives, and frequently prevents the attainment of important growth management goals.*

(b) *The Legislature determines that the state shall evaluate and consider the implementation of a mobility fee to replace the existing transportation concurrency system. The mobility fee should be designed to provide for mobility needs, ensure that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development.*

(2) *The state land planning agency and the Department of Transportation shall continue their respective current mobility fee studies and develop and submit to the President of the Senate and the Speaker of the House of Representatives, no later than December 1, 2009, a final joint report on the mobility fee methodology study, complete with recommended legislation and a plan to implement the mobility fee as a replacement for the existing local government adopted and implemented transportation concurrency management systems. The final joint report shall also contain, but is not limited to, an economic analysis of implementation of the mobility fee, activities necessary to implement the fee, and potential costs and benefits at the state and local levels and to the private sector.*

An expressed concern is the inequity of a system that requires payment only after the roadway level of service standard has been exceeded. New development freely consumes available roadway capacity, encouraging development in outlying areas. This places a disproportionate financial responsibility on developers seeking concurrency approval after available capacity has been consumed. These and other unintended consequences, such as the regional transportation impact of local land use decisions, have surfaced over the years regarding the implementation of the existing transportation concurrency regulations in Florida.[1]

The Act characterizes the existing transportation concurrency regulations as "complex, inequitable, lacking uniformity among jurisdictions, is too focused on roadways to the detriment of desired land use patterns and transportation alternatives, and frequently prevents the attainment of important growth management goals." Any change to existing transportation concurrency systems should address these issues, while ensuring that adequate transportation facilities and services are provided to support development.

The agencies were instructed to develop and submit a joint report to the Legislature on the mobility fee methodology study no later than December 1, 2009. In fulfillment of this directive, this joint report includes a mobility fee methodology, recommended legislative options, a plan to implement the mobility fee and an economic analysis of implementation of a mobility fee.

[1] Chapin, "Rethinking the Florida Concurrency Mandate," 2008.

SETTING THE STAGE

This section addresses coordination of land use and transportation, transportation funding and the role of transportation concurrency in Florida.

Coordination of Land Use and Transportation

Land use and transportation are inextricably linked. Land uses create a demand for transportation facilities and transportation services are catalysts for land development. The location, type, magnitude and timing of land development can open opportunities for multi-modal transportation systems or can create an auto-dependent landscape where transit, walking and biking to satisfy travel demand become impractical.

Comprehensive plans connect land use and transportation at four major levels:

- The long range future land use and transportation elements of comprehensive plans are to be coordinated and consistent such that planned land uses are supported by planned transportation facilities adequate to achieve mobility based on adopted level of service standards;
- Comprehensive plans are to include intergovernmental coordination elements to ensure coordination with the plans of adjacent local governments and transportation agencies;
- Comprehensive plans are to include a five-year schedule of capital improvements to ensure the adopted level of service standards are achieved and maintained during the short range planning period; and
- Comprehensive plans establish concurrency management systems to ensure that development will not be allowed unless adequate transportation facilities are or will be available.

In addition, comprehensive plans are to be coordinated with the transportation plans prepared by metropolitan planning organizations (MPOs). Florida has 26 MPOs each with long range transportation needs and cost feasible plans. Through an ongoing update process each long range transportation plan will be designed to provide for mobility within its area based on demands through the 2035 time period.

At the long range planning time period, future land uses often exceed planned transportation facilities in regard to the location and magnitude of development, development patterns are often dominated by low density residential development separated from places of employment and shopping, and travel patterns include extensive extra-jurisdiction movement. At the short range planning period, both local and state governments have struggled to construct adequate transportation facilities with available revenues. A result has been an inability to consistently achieve and maintain adopted level of service standards, particularly in urban centers.

The Act amended section 163.3164, Florida Statutes, to define Dense Urban Land Areas (DULAs). Eight counties and 238 municipalities qualify as DULAs. Only portions of those eight counties, with the

exception of Miami-Dade and Broward, qualify as transportation concurrency exception areas (TCEAs). The municipalities which qualify as DULAs are identified by the law as TCEAs in their entireties.

Within the state designated TCEAs, the Act removes the state-mandated transportation concurrency requirements. However, because the Act contains a home rule provision and no language preempting the areas of transportation concurrency or prohibiting local governments from adopting regulations that are stricter than state requirements, local governments may continue applying their existing transportation concurrency requirements.

In section 163.3180(5)(a), Florida Statutes, the legislative findings for transportation concurrency were expanded to include:

> *The Legislature also finds that in urban centers transportation cannot be effectively managed and mobility cannot be improved solely through the expansion of roadway capacity, that the expansion of roadway capacity is not always physically or financially possible, and that a range of transportation alternatives are essential to satisfy mobility needs, reduce congestion, and achieve healthy, vibrant centers.*

Finally, section 163.3180(5)(b)4., Florida Statutes, establishes a new planning requirement for local governments within state designated TCEAs:

> *A local government that has a transportation concurrency exception area designated pursuant to subparagraph 1., subparagraph 2., or subparagraph 3. shall,* ***within 2 years after the designated area becomes exempt, adopt into its local comprehensive plan land use and transportation strategies to support and fund mobility within the exception area, including alternative modes of transportation****. Local governments are encouraged to adopt complementary land use and transportation strategies that reflect the region's shared vision for its future* (emphasis added).

To provide guidance to local governments on land use and transportation strategies, DCA has initiated rulemaking to amend Chapter 9J-5, Florida Administrative Code. The land use and transportation strategies will provide a legal basis for the mobility plan and associated mobility fee.

Florida's Transportation System	
State Highways	12,093 centerline miles
Local Roads	107,247 centerline miles
Public Transit	28 Fixed-Route Systems
Rail	2,800 Railway Miles
Seaports	14 Seaports
Aviation	128 Airports

Transportation Funding in Florida

This section provides information on Florida's transportation system as well as state and local transportation finance. Financial information includes the most recent data available on transportation revenues and expenditures, and information on long range unfunded needs.

The State Transportation System

Florida has an extensive transportation system of state highways, local roads and streets, public transit systems and services, rail facilities, seaports, aviation facilities, trails and bikeways. The state – through

FDOT – owns, operates, and maintains the State Highway System and has the primary responsibility for long-distance travel: the movement of goods and people between regions of the state and between Florida and other states and nations. The state shares responsibility for regional and local transportation with owners of the rest of the system (e.g. local governments, private sector).

FDOT carries out its statutory mandate[2] to focus state resources on implementing the Strategic Intermodal System (SIS). The SIS is a statewide network of high-priority transportation facilities, including the largest and most significant commercial service airports, spaceport, deepwater seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways.

Transportation Needs Verses Revenues

FDOT and Florida's 26 MPOs adopt and periodically update long range transportation plans that are cost feasible. That is, the costs of planned projects are balanced with estimates of revenues reasonably expected to be available over a period of 20 or more years. Projects needed to serve future population and land use, which cannot be built because of insufficient revenues, are referred to as "unfunded needs."

The most recent *2035 SIS Multimodal Unfunded Needs Plan*, adopted by FDOT in 2006, identified $53.2 billion in unfunded needs (measured in 2006 dollars). The estimate of unfunded needs in Florida's metropolitan areas alone is $62.5 billion (measured in 2005 dollars).[3]

Local Government Transportation Funding

The most recent summary data available on transportation expenditures by counties and municipalities was compiled by the Florida Legislative Committee on Intergovernmental Relations for the year 2007. Statewide, local governments spent $7 billion, about 60 percent of which was spent on roads and streets, the remainder was spent on other transportation infrastructure and services (e.g. airports, transit).[4] A summary of local transportation expenditures by revenue source is unavailable.

Local revenue sources include fuel taxes, user fees such as bus fares and airport landing fees, property taxes and transportation impact fees. Forty-one of Florida's 67 counties adopted transportation impact fees as of 2007. Seventy-one of 408 municipalities reported transportation impact fee revenues in 2006.

State fuel taxes collected for local government use include three cents for counties and one cent for municipalities, providing an estimated $400 million in 2007.[5] Local governments may exercise local option fuel taxes of up to twelve cents per gallon. Eighteen of the 67 counties have fully exercised their local option fuel taxes. In 2007, local option fuel taxes raised an estimated $875 million.[6] In addition to

[2] Section 339.61, Florida Statutes.

[3] Center for Urban Transportation Research, *The 2008 Review of Florida's MPO Long Range Transportation Plans*, October 2008.

the motor fuel taxes, the Legislature has authorized a number of other local option taxes for transportation purposes including sales surtaxes as shown in the following tables.

Table 1: Florida Counties Levying Optional Motor Fuel Taxes

	Eligible	Levying	Purposes	Adoption
Ninth Cent § 336.021(1)(a), F.S.	67	49	Transportation	Referendum or Extraordinary vote
1 to 6 Cent § 336.025(1)(a), F.S.	67	65	Transportation	Referendum or Majority
1 to 5 Cent § 336.025(1)(b), F.S.	67	18	Transportation Capital	Referendum or Majority plus 1

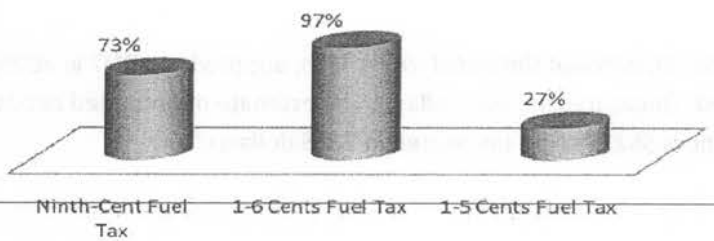

Figure 1: Florida Counties Levying Optional Motor Fuel Taxes.

Table 2: Florida Counties Levying Optional Sales Surtaxes

	Eligible	Levying	Purposes	Adoption
Charter County Transportation System §212.055(1), F.S.	7	2	Transit/Roads	Referendum
Local Government Infrastructure §212.055(2), F.S.	67	20	Infrastructure	Referendum
Small County (pop. 50,000) §212.055(3), F.S.	31	28	Any	Referendum

[4] Florida Legislative Committee on Intergovernmental Relations; see http://www.floridalcir.gov/fiscal.cfm
[5] Florida Department of Transportation, *Florida's Transportation Tax Sources, A Primer*, January 2007.
[6] Ibid.

Role of Transportation Concurrency

Transportation concurrency is not just a payment system. Rather it is part of a broader planning system to provide adequate transportation facilities and services.

In Florida, the concept of concurrency was first introduced in 1985 as part of the Local Government Comprehensive Planning and Land Development Regulation Act (Growth Management Act). This growth management tool provides that adequate transportation facilities and services must be available concurrent with the impacts of development. Specifically, section 163.3180(2)(c), Florida Statutes, requires "transportation facilities needed to serve new development shall be in place or under actual construction within 3 years after the local government approves a building permit or its functional equivalent."

To satisfy the concurrency requirement for transportation facilities, the Legislature has provided alternatives where adequate transportation facilities will not be in place or under actual construction within 3 years, which include:

- Capacity that is available through development agreements;
- Planned capacity in the first 3 years of the five-year schedule of capital improvements; or
- A monetary contribution toward the fair share cost of improving the transportation facility for a project in five-year or long-term schedule of capital improvements or to a beneficial improvement to be added to schedule in the next amendment cycle (proportionate fair-share mitigation applies to development not subject to Developments of Regional Impact (DRI) review, while proportionate-share applies to DRI.

TRANSPORTATION CONCURRENCY CHRONOLOGY

YEAR	ACTION
1985	The concept of concurrency becomes law with the passage of Florida's Growth Management Act (Chapter 163, Part II, Florida Statutes).
1992	FDOT adopts Statewide Minimum Level of Service Standards for the State Highway System.
1993	Chapter 163, Part II, Florida Statutes, is amended to authorize transportation concurrency exception areas, transportation concurrency management areas and long-term concurrency management plans.
1999	The Legislature adds multi-modal transportation districts to the local concurrency tool box.
2002	FDOT standards amended to apply to FIHS
2005	The Legislature enacts the first Senate Bill 360, which imposes new financial feasibility requirements for the capital improvement elements of local plans, adopts stricter requirements for the transportation concurrency flexibility options and establishes a developer proportionate fair share payment system for transportation concurrency. It also requires the approval of FDOT for mitigation of impacts on the SIS.
2006	The FDOT Level of Service Standards apply on SIS and FIHS
2009	The Legislature enacts the second Senate Bill 360, which eliminates state-mandated transportation concurrency requirements in 238 cities and the existing urban service areas of six large counties.

Comprehensive planning requirements for the implementation of a transportation concurrency system mandate:

- Adopting level of service standards for measuring adequate facilities;
- Eliminating existing service deficiencies through a financially feasible schedule of improvements; and
- Coordinating land uses with available facilities and services to accommodate new growth anticipated by the comprehensive plan.

In principal, if long range land use and transportation planning are coordinated and a financially feasible schedule of transportation improvements is maintained, adequate roadway capacity at the time of a building permit should be available.

Some of the benefits of transportation concurrency include:

- Coordination of the timing of development with availability of transportation facilities and services included in a financially feasible schedule of improvements;
- Maintenance of adopted level of service standards;
- Ensures that where capacity is not available, based on adopted level of service standards, development must provide mitigation for its impact on level of service;
- Allows for private developer contributions and/or funding of needed transportation improvements; and
- Provides feedback, accountability and guidance for land use decisions, infrastructure priorities and funding.

There has been widespread dissatisfaction with reliance on roadway level of service standards, particularly as this discourages development in urban centers. The focus on achieving and maintaining state roadway levels of service for automobile mobility has promoted multi-lane, free flowing roadways in urban areas to the exclusion of other modes. Many argue the concurrency system has impeded urban redevelopment and infill.

A related problem is the difficulty in meeting established level of service standards on a facility- by-facility basis during the PM peak hour.[7] This approach to defining adequacy of transportation service has contributed to widespread "backlogs" (facilities on which the adopted level-of-service standard is exceeded) across the state. The cost of providing facilities to maintain adopted standards is well beyond the abilities of existing transportation funding mechanisms.

[7] The peak hour is the hour during which the greatest amount of travel occurs on a typical weekday. The PM Peak Hour is typically the highest traffic volumes encountered during a weekday from 5:00 to 6:00 PM peak; adapted from **Florida's Mobility Performance Measures Program** http://www.dot.state.fl.us/planning/statistics/mobilitymeasures/mmbrochure.pdf .

Another concern is the inequity of a system that requires payment only after the level of service standard has been exceeded. New development freely consumes available road capacity, encouraging development in outlying areas. This places a disproportionate financial responsibility on developers seeking concurrency approval after available capacity has been consumed, resulting in market inequities. These and other unintended consequences, such as the regional transportation impact of local land use decisions, have surfaced over the years regarding the implementation of the existing transportation concurrency regulations in Florida.[8]

Since 1993, exceptions and alternatives from strict adherence to transportation concurrency have been enacted into law to accomplish other important growth management goals. Despite these reforms, there remains support for additional changes to concurrency.

The Act sought to remedy some of the issues with transportation concurrency. The Act eliminated the state mandate for transportation concurrency in qualifying areas within designated DULAs. Local governments have the option of continuing to apply transportation concurrency as a matter of local law. The DRI program, which provides a process for multi agency review of large developments, was also eliminated in these areas, as was the requirement for local governments to adopt and maintain state level of service standards for the SIS.

In addition, within two years of the effective date of establishing a TCEA, local governments are required to adopt into their local comprehensive plan land use and transportation strategies to support and fund mobility within the exception area, including alternative modes of transportation. These plans also must comply with Chapter 2008-191, Laws of Florida, by including strategies to reduce greenhouse gas emissions and promote energy efficient land use patterns.

[8] Chapin, "Rethinking the Florida Concurrency Mandate," 2008.

THE MOBILITY FEE CONCEPT

What Is a Mobility Fee?

A mobility fee is a charge on all new development to provide mitigation for its impact on the transportation system. However, a mobility fee is not a substitute for site related improvements for safety, access and internal circulation, which may still be required under local land development regulations. These types of improvements are typically identified during site analysis review but would not typically be included in the land use and transportation strategies for mobility (i.e. mobility plans). Some examples include internal roads for new subdivisions, improvements for access to and from the site, and improvements to maintain safety (e.g. traffic signalization, acceleration/deceleration lanes adjacent to the development).

A mobility fee covering the true cost of transportation needs attributable to new development may be higher when compared to current impact fee rates. Studies to date indicate that current transportation impact fees do not cover all costs of transportation needs attributable to new development. A mobility fee applied to all new development may result in an increase in funding available for transportation. However, it is very important to note that revenues from mobility fees would only cover a small portion of Florida's mobility needs.

The following, from CUTR's *Evaluation of Mobility Fee Concept* report, illustrates an example of a mobility fee as compared to an impact fee:

> Based on adopted level of service standards, costs per vehicle mile of travel (VMT) had been as high as $500.[9] Single family dwelling unit example: Assuming 10 trips per day, an average of 7 VMT per trip: (10 x 7)/2 x $500 = $17,500 per single family home. This amount is usually credited 20-30% to account for other revenues (i.e., motor fuel taxes) that may be attributed to the development over time. Assuming a 25% credit, the transportation costs for a single family home in some areas of Florida may be $13,125. Since development within a TCEAs is not subject to level of service standards, the cost per vehicle mile may decrease, or be replaced by funding for transit. The state average county transportation impact fee for a single family unit (3 bedroom, 2,000 square feet on 10,000 square foot lot) was $2,937. Collier County adopted the highest rate at $8,884 and Monroe County the lowest at $430.[10]

[9] Discussion with Bill Oliver, Tindale-Oliver & Associates, Inc., August 2009.

[10] Antonio Apap and Dana L. Cicheskie, *Do Impact Fees Pay for The Infrastructure Costs Required by New Developments?* Journal of Business & Economic Research 6.7 (2008), p. 73.

As a charge on new development, the mobility fee has characteristics of an impact fee. Implementation of a mobility fee may involve adherence to the "dual rational nexus test"[11] established in Florida case law, unless otherwise provided by the Legislature.

Although a mobility fee is similar to an impact fee in that it is a charge on new development for its impacts on transportation facilities, the mobility fee as proposed in this report would be different from an impact fee in significant ways, including:

- A mobility fee would apply on at least a countywide basis;
- A mobility fee would require a high level of intergovernmental coordination;
- A mobility fee would be sensitive to vehicle or person miles traveled encouraging shorter trips and reduction of total travel thereby promoting compact and mixed-use development;
- A mobility fee would fund multi-modal transportation improvements for roadways, transit, bikeway, pedestrian walkways (including capital projects, system efficiency and congestion management improvements/strategies and transit capital and operating costs);
- A mobility fee could provide a charge for recouping a new development's share of transit operating costs for a short term period; and
- A mobility fee would be distributed among all the governmental entities responsible for maintaining impacted transportation facilities.

Impact fees are not typically designed to vary by location; the charges are the same across the board based on development type (e.g. single family, multi-family, commercial). Typically, impact fee revenues are allocated toward the capital costs of roadway improvements, with only a small portion of these revenues directed toward transit, bikeway, pedestrian and other system efficiency and congestion management strategies. Finally, impact fees are very rarely distributed to state governmental entities responsible for maintaining the impacted roadways.

While a comparison to impact fees is useful, it is important to consider that a mobility fee is envisioned to replace proportionate-share and proportionate fair-share payments. This is important since payment of an impact fee does not guarantee that a development satisfies concurrency.

When instituted, a mobility fee should be structured to allow identification of the fee based on a simple table varying by location, magnitude and type of development.

The Mobility Fee Approach

A first step to creating a mobility fee is establishing cooperative agreements among local governments and transportation agencies to coordinate land use and transportation mobility planning efforts and

[11] This test requires that there be: 1) a reasonable connection between the need for transportation improvements and the growth generated by new development; and 2) a reasonable connection between the expenditure of fees collected and the benefit to the development.

establish improvement priorities. The fee would be applicable to all new development; however, developments that have been approved under the existing transportation concurrency systems may at their option and with local government consent, retain their current approvals or "opt in" under the new mobility fee system.

The mobility fee approach builds on existing comprehensive planning efforts to coordinate land use and transportation facilities and services and to ensure a financially feasible five-year schedule of capital improvements. The goal of this approach is to produce a sustainable transportation system, coordinated with land use, in an effective, predictable and equitable manner. As required by the Act, the approach would advance the following objectives:

- Provide for mobility needs through an interconnected and accessible transportation system that considers all modes of travel;
- Discourage urban sprawl and reduce greenhouse gas emissions by providing incentives to promote compact, mixed-use, and energy efficient development;
- Coordinate the planned transportation system with growth areas defined in the future land use element;
- Ensure that new development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts; and
- Offer flexibility to target mobility fees to planned transportation facilities and services based upon a prioritized improvement schedule that fairly distributes the fee among the governmental entities responsible for maintaining the impacted system.

The mobility needs of urban centers, such as Hillsborough County or Jacksonville-Duval County, differ greatly from those of rural counties and their municipalities. The approach for establishing a mobility fee is designed to accommodate the diverse needs and planning resources across the state. Each county or multi-county area will have the ability to define its own needs and improvement priorities and its own approach to establishing the fee. For example, if mobility fees were to apply to rural counties, they may choose to enact the fee with technical assistance from DCA, FDOT and/or other governmental partners. Major urban counties may choose to develop the fee through their local government staff, MPO or other existing collaborations.

The mobility fee approach has the potential to be more equitable than proportionate-share and proportionate fair-share mitigation. Under existing transportation concurrency, new development is required to mitigate its impacts on a facility by facility basis only after capacity has been exceeded. Alternatively, a mobility fee would recoup the cost of transportation system demand generated by all new development. Each new development would be charged a mobility fee based upon the transportation service it consumes, in effect, treating transportation as a commodity.

The mobility fee approach would improve the coordination of the local government future land use element with the transportation element. This approach would shift the focus of providing

transportation facilities and services for new development away from permitting for concurrency onto the planning requirements in adopted comprehensive plans and capital improvement schedules.[12]

The mobility fee approach will change how governments measure the quality of service of the transportation system.[13] Peak hour level of service measures cannot be maintained. Urban areas have and will continue to have congestion during the peak periods.[14] Different measures should be developed that address network performance from a transportation system perspective, regardless of mode. Transportation research[15] currently underway is focused on integrating transportation system-level performance programs to determine network performance. FDOT's Quality/Level of Service Handbook details appropriate alternatives for measuring multimodal transportation level of service. Such measures, other than roadway level of service during peak hours, could be used to monitor transportation system performance.

Further, the flexibility to spend mobility fees on transportation improvement priorities, coupled with land use and transportation strategies that are coordinated among local governments offers potential for improved mobility, reduced congestion and more efficient movement of people, goods and services. Congestion management strategies (e.g. incident management, intersection operations improvements, service patrols, automated signing) can produce significant improvements in transportation system efficiency.

Transportation funding through existing concurrency proportionate-share/proportionate fair-share payments and impact fees only represent a portion of the overall funding solution. Similarly, mobility fees alone will not be adequate to address transportation funding deficiencies and infrastructure needs that exist in Florida today. Funding shortfalls are due to many other factors affecting growth. Even if we apply a mobility fee to all new development, it is only one part of the funding solution for addressing transportation mobility needs.

Other sources of revenue will be needed to adequately fund Florida's mobility needs. These sources, for example, may include use of local option taxes, backlog authorities, municipal services taxing units or a local option utility or user fee. A transportation utility fee or user fee is a recurring source of revenue that could be structured to equitably reflect the average estimated use of transportation facilities and services by all users of the system, and may warrant further review and consideration. Predictable,

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[12] In current practice, the ability to meet transportation levels of service (LOS) for concurrency is evaluated and addressed during site plan review and permitting, but not later than building permit.

[13] LOS standards in local government comprehensive plans establish a minimum performance measure for transportation facilities and services and are currently used to determine whether available transportation capacity is adequate for new development. They are required pursuant to Chapter 163.3180, Florida Statutes, for local facilities and Rule 14-94, Florida Administrative Code, for the Strategic Intermodal System, Florida Intrastate Highway System and roadways funded through the Transportation Regional Incentive Program.

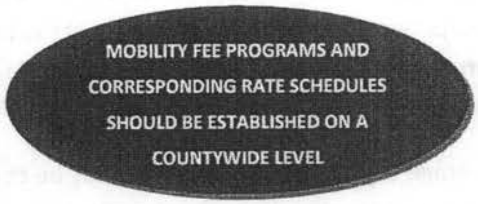
[14] Why Florida's Concurrency Principle For Controlling New Development By Regulating Road Construction Does Not - And Cannot - Work Effectively, Anthony Downs, Published in the Eno Transportation Foundation's Transportation Quarterly Winter 2003, pp. 13-17.

[15] National Cooperative Highway Research Program, Project 08-67.

recurring revenue sources with a broad base of payers are better suited to fund ongoing costs such as transit operations and maintenance.

Governance Structure

To facilitate administration and predictability, mobility fee programs and corresponding rate schedules should be established on a countywide or, at the option of participating local governments, at a multi-county level. Local governments could jointly conduct the countywide fee study. The mobility fee schedule would identify appropriate variations in rate by area type (e.g. urban, suburban fringe, transitional, rural) and development type.



To achieve an equitable mobility fee system, it is important that all local governments within a county participate in a mobility fee program through the execution of an interlocal agreement among all local governments. These interlocal agreements would specify the partners in adopting the fee, which would include the FDOT and other key transportation planning agencies, such as MPOs, and transportation providers, such as transit agencies. Local governments would collect and distribute the mobility fee in accordance with the procedures included in the agreement(s).

The Role of the Mobility Plan

DCA is undertaking rulemaking to guide the development of land use and transportation strategies in TCEAs to support and fund mobility. Should mobility fees be implemented statewide, mobility plans will need to be developed to provide a legal basis for establishing a mobility fee.

Methodology for Determining the Mobility Fee

The Basic Calculation Approaches

Two basic approaches may be used to calculate the mobility fee: "improvements-based" and "consumption-based." The improvements-based approach charges each new development its portion of the cost of a specific set of improvements necessary to accommodate future growth. The consumption-based approach charges each new development based on the value of the increment of a transportation facility or service need generated by that development. The value of each increment is determined based on recent transportation improvements and is typically reflected as an average cost per unit of transportation service consumed (such as a lane mile of roadway or hour of transit service).

Both methods are calculated to be proportionate to the development impact. In both cases, costs are adjusted to account for anticipated funding from other sources, which avoids double charging. Finally, neither method charges new developments for backlog.

Use of a consumption-based calculation ensures that development pays only for the cost of transportation facilities to serve it. Vehicle miles of travel used in calculating the fee can be determined based upon typical average trip lengths in defined planning areas such as urban, suburban fringe, transitional, rural preservation and conservation areas. Higher trip lengths in transitional and rural areas may result in a higher fee for a development located in these areas, as compared to the same development within more densely developed areas.

Currently, the best method to determine average trip length is to use existing large scale travel demand computer models. In Florida, urban areas use the Florida Standard Urban Transportation Model Structure (FSUTMS). Trip lengths or vehicle miles of travel may be obtained by running FSUTMS. These estimates could be updated by actual traveler surveys.

Average trip lengths per land use may be compiled in tables for use in estimating trip length for a proposed development. Trip length tables will simplify administration of the fee by minimizing the need to use complex travel studies for each new development. Trip length tables should be updated using FSUTMS at least every five years. Methods used to determine average trip length have been widely documented in impact fee literature.

In CUTR's "Evaluation of the Mobility Fee Concept" Report,[16] detailed calculations are provided for both roadway and transit consumption-based fees. The calculated fees for roadway consumption may be used for all person or vehicle miles of travel generated by the development and the mobility fee collected may be expended on adopted transportation priorities, regardless of modes.

[16] Center for Urban Transportation Research, *Evaluation of the Mobility Fee Concept"* November 2009

FLORIDA MOBILITY FEE STUDIES

A study was commissioned by DCA with CUTR. Phase 1 of the study explored policy options for a mode neutral revenue source in the form of a mobility fee. It set forth a conceptual method for instituting a mobility fee sensitive to vehicle miles of travel (VMT), or a similar measure of transportation use. Phase 2 of the research, completed in June 2009, involved testing and refinement of the working concept through hypothetical application in Alachua County, Florida. FDOT participated and provided technical expertise in both Phase 1 and 2 of the CUTR study.

The University of Florida (UF), Center for Multimodal Solutions for Congestion Mitigation (CMS), in cooperation with FDOT, developed a study focused on techniques for measuring VMT that are sensitive to community type, location and land use mix. This UF study is a detailed statistical analysis and may take more than a year to provide practical guidance. In the meantime, techniques to determine VMT sensitive to community type, location and land use mix will be developed using existing tools such as large scale transportation models (FSUTMS) and traveler surveys.

As the CUTR/DCA mobility fee study was being completed, the 2009 Community Renewal Act became law, adding new considerations relative to a mobility fee. DCA and FDOT concluded that further research on a mobility fee was needed to address these considerations. FDOT funded Phase 3 of the study with CUTR in July 2009 to continue working with DCA and FDOT on the research needs of the Act.

All of CUTR's reports are available from DCA webpage on mobility planning at http://www.dca.state.fl.us/fdcp/dcp/MobilityFees/index.cfm

A technical working group of individuals with expertise in impact fees, concurrency management and transportation impact assessment was assembled to provide input into the study, many of whom participated in the initial CUTR/DCA study and/or the UF/FDOT study. A diverse Stakeholders Working Group that had been formed by DCA and FDOT during the fiscal year 2008-09 study was also continued to obtain feedback on the study concepts. Throughout this research, the mobility fee working concept has continued to evolve taking into consideration the recommendations of the technical working group and in response to the issues raised by Stakeholders throughout the process.

STAKEHOLDER AND TECHNICAL WORKING GROUP INVOLVEMENT

During the development of this mobility fee report, there has been a significant focus on ensuring the opportunity for participation by all interested and affected parties. There has been outreach to both the technical community and representatives of parties involved in and affected by the land development process. The coordination began early in the study process, prior to the Act, and continued throughout the various phases of the study. The following summarize these outreach efforts.

Technical Working Groups

Technical Working Groups were established for both the UF and the CUTR studies. These groups included professional and technical individuals, and state agency staff directly involved in mobility issues. Each group met several times during the course of the individual studies, providing technical guidance to enhance the output of the study.

With the Act and the initiation of Phase 3 of the CUTR study, another Technical Working Group was established to help guide the effort. The group included technical personnel from local governments, consultants representing public and private sectors, regional transportation authorities and state agencies.

The Phase 3 Technical Working Group had more than a dozen meetings between July and November, 2009. The meetings were conducted via teleconference. The information gained from all of these discussions has been extremely valuable in the development of the report and recommendations.

Stakeholder Working Group

As a part of the initial mobility fee effort by CUTR, DCA in coordination with FDOT identified a group of twenty individuals around Florida to participate as Stakeholders. Members had considerable knowledge of growth management and transportation planning, representing groups likely to be impacted by the implementation of a mobility fee. The Stakeholders met in January and June of this year to review the progress of the Mobility Fee Studies being developed by the agencies.

With the Act, the role of the Stakeholders became more critical and time sensitive. A schedule was developed to hold monthly meetings (August 14, September 25, October 9 and November 9) to present information to the Stakeholders and receive comments, concerns and recommendations from them.

The Consistent Message from Stakeholder and Technical Working Groups

Stakeholders and Technical Groups have consistently suggested that the state begin the implementation of a mobility fee through pilot projects. This would allow the state to identify and avoid unintended consequences before statewide application. Additionally, the stakeholders consistently recommended that adequate funding be provided to meet all of Florida's mobility needs.

More information including meeting summaries of each of the Stakeholders meetings can be found on DCA's webpage on mobility fees at http://www.dca.state.fl.us/fdcp/dcp/MobilityFees/index.cfm

RECOMMENDED PRINCIPLES FOR A MOBILITY FEE

A mobility fee is just one of many potential sources of transportation revenues to address the mobility needs of Florida's communities. All new development would be subject to a mobility fee; however, developers who have relied on existing transportation concurrency approvals may, with consent of the local government, retain their current approvals or opt in under the new mobility fee system.

In addition to addressing the transportation impacts of all new development, payment of a mobility fee would replace proportionate-share/proportionate fair-share. Local governments could continue to assess impact fees. Where local governments opt to retain their existing impact fee programs, a credit toward the payment of a mobility fee should be required where the local impact fee would charge development for the same impact addressed by the mobility fee.

Neither mobility fees nor impact fees are based on existing transportation backlogs and deficiencies attributable to existing development. Other funding alternatives such as utility fees or user fees may be authorized in statute to address existing transportation deficiencies and backlogs. A recent example is the provision authorizing backlog authorities enacted in 2007 by the Florida Legislature (section 163.3182, Florida Statutes). A mobility fee combined with a transportation utility fee or user fee would move toward a more complete approach to funding Florida's mobility needs.

A number of guiding principles have been identified and vetted by the agencies, stakeholders and other interested parties in evaluating the mobility fee approach. Should the Legislature adopt a mobility fee approach in Florida, the following principles would provide a guiding framework.

Principles for the Mobility Fee Approach

- Ensure all new development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts, and new development should not be required to pay for existing system backlogs and deficiencies;
- Be transparent and predictable in its application;
- Be structured and implemented on at least a countywide basis and may be extended to include multi-county areas;
- Be designed to provide for mobility needs including at a minimum roadways, transit, bikeways, pedestrian walkways, and where applicable other transportation facilities;
- Be able to fund multi-modal transportation improvements, including capital projects, system efficiency and congestion management strategies and transit operating costs that support the provision of transit service for new development;
- Fairly distribute the mobility fee among the governmental entities responsible for maintaining the impacted roadways and other transportation facilities necessary to provide for mobility;
- In order to promote compact, mixed-use and energy efficient development a mobility fee should:

- Be sensitive to vehicle or person miles traveled and vary by location and development type;
- Have a fee structure that encourages shorter trips and reduction of total travel (as well as reduction of greenhouse gas emissions); and
- Have a fee structure that charges more per trip in areas where long distance travel is unavoidable.

- Allow for some level of local/regional flexibility in the implementation of mobility fees:
  - The land use and transportation strategies, multi-modal improvement priorities, methodologies and intergovernmental procedures for mobility fees may vary from county to county;
  - Allow the continuation of current, alternative approaches for implementation of mobility fees; and
  - Should be authorized in the comprehensive plan of each local government within the county.

Principles for Governance Structure

In establishing a mobility fee , it is important to clearly define relationships between the governmental and transportation entities. At a minimum, each local government within a county should participate in the mobility fee.

- The "Building Blocks" for creating this system are:
  - Enter into memorandum of agreement to identify partners (e.g. each local government in the county and agencies providing transportation services) and formulate an interlocal agreement that establishes the process to prepare the mobility fee;
  - Develop land use and transportation strategies to support and fund mobility (i.e. mobility plans);
  - Develop methodology for calculation/distribution of mobility fees;
  - Coordinate with transportation plans of partners;
  - Execute interlocal agreement;
  - Each local government adopts comprehensive plan amendments to establish the land use and transportation strategies to fund mobility; and
  - Adopt land development regulation to establish the mobility fee.
- Principles for the interlocal agreement:
  - Coordination is required through the execution of an interlocal agreement – parties to agreement include the county, all cities within the county and transportation agencies providing service within the county, and may include other state/regional agencies;
  - A single interlocal agreement for each county-wide area is recommended; and
  - The interlocal agreement may be executed by resolution, ordinance or other official action of the parties and contents should include:
    - Parties to the agreement and an effective date;
    - Procedures for coordinating and updating the agreement;
    - Procedures for coordinating land use and transportation strategies among partners ;
    - Identification of performance measures for evaluating mobility;

- Identification of planning areas and/or service areas for applying the fee and establishing project priorities;
- Procedures for establishing project priorities for funding among the partners;
- Method for determining the fee and distribution of funds among the partners;
- Process to resolve disputes; and
- Provisions for adopting, updating and amending the land use and transportation strategies as local comprehensive plan amendments.

Principles for Land Use and Transportation Strategies (i.e. Mobility Plans)

The land use and transportation strategies to support mobility provide the basis for determining the mobility fee. In developing the mobility plan, the following principles should apply:

- The land use and transportation strategies should be coordinated countywide and include land use strategies that support and address multi-modal transportation (i.e. roads, transit, bike and pedestrian facilities and other transportation facilities where applicable) to ensure mobility;
- Focus planning efforts on achieving an efficient multi-modal transportation system within and across jurisdictions in a county and may include a multi-county area;
- Identify transportation priorities for mobility, anticipated revenues available to fund priorities, including the revenues anticipated from mobility fees and other sources;
- Provide a cost basis for establishing the mobility fee;
- ~~Amend comprehensive plan elements for land use, transportation, capital improvements and~~ intergovernmental coordination;
- Coordinate with existing transportation plans.

Principles for Methodology

In developing a mobility fee, the following principles would apply to the calculation, distribution and collection of these fees:

- ***Basic Calculation Approaches***
  - In developing mobility fees, either consumption or improvements-based methods are acceptable, a combination of these methods or some other approved professionally acceptable methods may be utilized.
- ***Mobility Fees Collection/Distribution***
  - Collected through development permitting, as is the case with current impact fees or proportionate fair-share/proportionate-share mitigation;
  - Expended for countywide and local improvements identified in the land use and transportation strategies; and
  - Fairly distributed among partners responsible for transportation improvements, such as by 1) proportionally distributing collected fee to agencies responsible for maintaining the facilities based on amount of travel demand anticipated – then spent on plan priorities, or 2) within service areas in order of mutually agreed-upon priorities.

- ***Other Considerations***
  - Where local governments opt to retain their existing impact fee programs, a credit toward the payment of a mobility fee should be required where the local impact fee would charge development for the same impact addressed by the mobility fee (i.e. development does not pay twice for the same impacts); and
  - Site related improvements for safety, access and internal circulation, which are required under state permits or local land development regulations, should not be included in the mobility fee calculation.

LEGISLATIVE OPTIONS

The following options are provided for consideration. The options were evaluated with the help of the stakeholders and interested parties and some advantages and disadvantages are identified below. The agencies stand ready to assist with drafting specific legislation.

Options	Advantages	Disadvantages
1. Mobility Fees Required Statewide Each local government must enact a mobility fee by a date certain. Although this is a statewide option, it does **not** mean the state will mandate a uniform fee schedule. Rather, the fees will be determined and implemented by individual or multiple counties based on the principles recommended in this report.	• Statewide application resulting in a consistent statewide framework. • Less complex and more transparent than the current transportation concurrency review process. • Addresses equity issue – all development pays for impacts. • Strengthens requirement for intergovernmental coordination for land use and transportation planning. • Encourages compact, mixed-use and energy efficient development, while discouraging "leapfrog" development and urban sprawl.	• Administratively challenging, especially for smaller/rural local governments. • No ability to identify or prevent unintended consequences. • Implementation before demonstrating the mobility fee system will achieve desired results.
2. Mobility Fees Required only in Dense Urban Land Area (DULA) Counties and Conditionally Authorized Statewide as a Local Option DULA *Counties* and the cities therein must enact a mobility fee by date certain. All other opt in counties and their participating cities may adopt a mobility fee. Mobility fees are part of the funding for the mobility plans required in	• Focuses implementation on areas where most of the congestion exists and concurrency has proven to be problematic. • Focuses implementation on urban areas, which have more planning resources and staff. • Local flexibility for all other counties to implement mobility fees.	• Could encourage additional sprawl development in non-mobility fee areas. • Non-mobility fee areas not required to focus on mobility planning.

transportation concurrency exception areas (TCEAs).		
3. Mobility Fees Authorized in Pilot Counties, Report Back to Legislature for Further Action Non-pilot counties and their participating cities may pursue mobility planning and associated fees. DCA and FDOT provide technical assistance to pilot counties. Report to the Florida Legislature.	• Stakeholder support • Allows identification of unintended consequences before statewide implementation. • Allows focused technical assistance, collaboration with local governments and time to evaluate multiple approaches for mobility plans and fee methodologies.	• Delays use of a mobility fee outside of pilot counties. • Inequity of existing transportation concurrency system not immediately addressed • A period of uncertainty for local governments and developers.

IMPLEMENTATION PLAN

In developing a strategy for implementing a mobility fee in Florida, regardless of the option chosen the agencies and local governments will need to, at a minimum, undertake the following activities.

Local Government Activities:

- The participating county and cities within the county enter an interlocal agreement to establish the framework for a mobility fee program.
- The local government implementing a mobility fee must amend its comprehensive plan to include:
  - A mobility plan identifying land use and transportation strategies as well as funding sources for implementation;
  - Intergovernmental coordination;
  - Multi-modal improvements priorities;
  - Preparing the mobility fee program (e.g. supporting studies, fee methodology calculation); and
  - Modification of transportation concurrency management policies.
- The local governments adopt land development regulations to implement the mobility fee, including establishing the amount of the fee.

State Agency Activities (DCA and/or FDOT):

- Prepare model interlocal agreements:
- Revise Chapter 9J-5, Florida Administrative Code, to establish requirements for transportation and land use strategies to support mobility planning and fee program.
- Evaluate alternative performance measures for mobility, including an analysis of changes to level of service standards and initiate rulemaking, as necessary.
- Provide technical assistance to local governments.

If Option 3 is chosen (Pilot Counties), the following additional state agency implementation activities will be necessary:

- Monitor and evaluate pilot counties.
- Develop specific recommendations for phased implementation, including best practices for:
  - Calculating the fee;
  - Interlocal agreements; and
  - Mobility plans, including multi-modal mobility planning strategies.
- Establish a schedule for phased implementation, including a timeframe for each local government to adopt a mobility fee.

ECONOMIC CONSIDERATIONS

The Act states: "The final joint report shall also contain, but is not limited to, an economic analysis of implementation of the mobility fee, activities necessary to implement the fee, and potential costs and benefits at the state and local levels and to the private sector." The following are many of the expected economic effects of a mobility fee.

It is anticipated the mobility fee approach will replace proportionate fair-share mitigation (sub-DRI) and proportionate-share mitigation (DRI). Local transportation impact fees could be a component of the mobility fee. If impact fees are folded into the mobility fee, this would avoid double-charging. Mobility fees will only mitigate transportation infrastructure impacts from new development. As noted on page 22, other sources of revenue will have to be used to fund other transportation needs. However, this report makes recommendations only with regard to mobility fees.

Unless the fees outside urban centers accurately reflect the long distance travel required, coupled with strong comprehensive planning elements encouraging dense activity urban centers, cheaper land and public works improvements (e.g. sewer, water, roads) will outweigh the incentives for desired growth patterns and sprawl would continue.

Because a fee on new development will fluctuate with economic cycles, it may be difficult to rely on consistent revenue streams from a mobility fee.

Local government will still experience funding shortfalls particularly for operation and maintenance of a multi-modal public transportation system. Mobility needs in Florida go beyond what is demanded by new development. Compact, mixed-use development is dependent on alternatives to the single-occupancy vehicle. The flexibility to spend mobility fees on transportation improvement priorities, coupled with coordinated land use and transportation strategies, offers greater potential for improved mobility, reduced congestion and more efficient movement of people and goods. Congestion management strategies (e.g. incident management, intersection operations improvements, service patrols, automated signing) can produce significant improvements in transportation system efficiency.

The ability of mobility fees to support ongoing transit operating costs is limited, as these costs are large, recurring, and funded primarily by other sources (e.g. federal and state grants). Therefore, local governments may need other mechanisms for funding these mobility needs. The Legislature has already authorized a number of local option taxes for transportation purposes including motor fuels taxes and sales surtaxes, which can be used for this purpose.

Potential Costs and Benefits

As with all new programs, one must look at the potential benefits as well as the costs. Mobility fees would have a mix of benefits and costs. Some of the important economic questions raised during the study are:

State Government Costs and Benefits

Potential state costs to implement a mobility fee include:

- Developing implementation processes and procedures;
- Providing technical assistance to local governments;
- Performing mobility plan review and comprehensive plan reviews;
- Preparing best practices for interlocal agreements and transportation and land use strategies;
- Developing processes and procedures for monitoring mobility planning effort;
- Coordinating plan horizons of local governments and various transportation planning agencies; and
- Re-assessing state transportation measures of effectiveness (such as level of service (LOS) standards) will result in staff time and money spent.

Potential state benefits of implementing a mobility fee include:

- Mitigation funding would be more predictable;
- A portion of the increase in mitigation funding would be spent on or toward relieving impacts to the state system; and
- Coordination on transportation planning between state and local governments.

Local Government Costs and Benefits

While local governments may incur increased administrative costs during the initial implementation of a mobility fee, long term administrative costs should be less than current costs for managing their transportation concurrency management system. The existing regulations require many individual traffic studies on the front end and once a development is approved, local governments spend considerable resources to maintain large spreadsheets for tracking trips on all roadway links of the jurisdiction, by year and by development.

To establish a mobility fee system, extensive inter-governmental review and coordination will be necessary. Under the mobility fee system, the large scale transportation studies will be done in advance. Mitigation costs will then be determined by the size, type and location of the proposed development. The developer can determine the mitigation cost by a simple look up table. This system negates the need for intricate tracking of trips by development. This will produce another reduction in costs.

This coordination is needed to achieve agreement on fee rates, distribution and the necessary processes. However, when systems are in place, costs will decrease and ease of administration will increase.

Potential local government costs to implement a mobility fee include:

- Preparing a mobility fee plan coordinating and establishing countywide mobility planning, including cost of developing plan amendments, land development regulations and interlocal agreements;
- Implementing interlocal agreements, including processes and procedures;
- Amending comprehensive plans to coordinate countywide land use and transportation planning;
- Coordinating activities with local governments, and other planning and transportation agencies;
- Preparing the mobility fee program (e.g. supporting studies, fee methodology calculation); and
- Performing updates on a regular basis.

Potential local government benefits to implementing a mobility fee include:

- Common countywide or larger area fee structures may reduce need for individual fee studies and updates; and
- Decreased need for review of transportation studies and proportionate-share mitigation agreements associated with transportation concurrency management.

Private Sector Costs and Benefits

The mobility fee approach favors development that locates in accordance with local government comprehensive plans. This should result in expedited local development approval within desired urban center locations.

Potential costs to the private sector include:

- Just like for governments, there will be an "adjustment cost" associated with transitioning to a new process; and
- A mobility fee would be assessed to all new development, and would probably increase mitigation fees paid to develop in certain areas outside of urban centers.

Potential benefits to the private sector include:

- Increased equity of required mitigation (i.e. all new development is required to contribute its fair share rather than only when triggering a transportation system deficiency);
- Increased predictability of mitigation costs; and
- Decreased time associated with development approval when located within planned growth areas.

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EVALUATION OF THE MOBILITY FEE CONCEPT

FINAL REPORT

November 2009

Prepared for

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Florida Department of Transportation

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EVALUATION OF THE MOBILITY FEE CONCEPT

INTRODUCTION

An alternative to transportation concurrency has long been desired in Florida, one that equitably charges all new development for its impacts and results in growth that is consistent with growth management goals. A principal goal is the desire to reduce urban sprawl and promote urban infill, redevelopment, and mixed-use development. A related goal is to enhance economic vitality and support job creation through improved mobility while reducing greenhouse gas (GHG) emissions. Since mandating transportation concurrency, the Florida Legislature has provided several concurrency alternatives to better accommodate growth in urban areas where capacity is more constrained. However, development continues to be attracted to "greenfield" areas due to lower land costs and available roadway capacity.

A proportionate share/proportionate fair-share mechanism was also added to Florida's concurrency process to enable development to "pay and go." However, the high cost of improving transportation facilities and the underlying inequities of the transportation concurrency system make this an unpopular method for addressing transportation impacts. Considerable interest has been expressed in Florida in the concept of a transportation mobility fee system to mitigate impacts to the transportation system while encouraging urban infill and redevelopment. In the 2008 legislative session, a statewide "flat" fee was considered for this purpose. However, concerns were raised as to the basis for a single flat fee given the variation in transportation system needs, and costs as well as land use and development patterns across the state. It also became clear that the nature and goals of such a fee are subject to a variety of interpretations.

In June 2009, the Florida Community Renewal Act was enacted providing more specific legislative direction for the mobility fee. It calls for the State to evaluate and consider implementation of a mobility fee to replace the existing transportation concurrency system. The Act directs that the mobility fee approach should "provide for mobility needs, ensure that development mitigates its impacts on the system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development."

The Florida Departments of Community Affairs and Transportation were instructed to develop and submit a joint report to the Florida Legislature on the mobility fee methodology study no later than December 1, 2009. The report is to include recommended legislation, a plan to implement the mobility fee as a replacement for local transportation concurrency management systems (TCMS), and an economic analysis of implementation of the mobility fee. The purpose of this research is to assist the agencies with their responsibilities for developing the joint report.

Overview of Previous Studies

Two studies were commissioned in 2008 relative to a mobility fee in Florida. One study, commissioned by the Florida Department of Transportation (FDOT) with the University of Florida Center for Multimodal Solutions for Congestion Mitigation (CMS), focuses on developing techniques for measuring vehicle miles of travel (VMT) that are more sensitive to community type and land use mix. It is scheduled for completion in 2010 and should provide valuable refinements to contemporary methods of measuring VMT.

A second study was commissioned by the Florida Department of Community Affairs (DCA) with the University of South Florida Center for Urban Transportation Research (CUTR). The CUTR study explored policy options for a mobility fee and set forth a conceptual methodology for a mobility fee that is sensitive to VMT. Phase 2 of the study involved testing and refinement of the working concept through hypothetical application in Alachua County, Florida. Two reports were prepared: 1) Florida Mobility Fee Study, Phase 1 Report – Policy Analysis and Methodology, March 2009; and 2) Florida Mobility Fee Study, Final Report, June 2009.[1]

The CUTR mobility fee study for DCA was completed in June 2009. As the study was being completed, the Community Renewal Act was enacted, adding new considerations relative to a mobility fee concept. DCA and FDOT concluded that further research on the mobility fee was needed to address these considerations. FDOT contracted with CUTR in July 2009 to address research needs relative to the directives of the Community Renewal Act.

A technical working group of individuals with

2009 Community Renewal Act

Section 13. (1)(a) The Legislature finds that the existing transportation concurrency system has not adequately addressed the transportation needs of this state in an effective, predictable, and equitable manner and is not producing a sustainable transportation system for the state. The Legislature finds that the current system is complex, inequitable, lacks uniformity among jurisdictions, is too focused on roadways to the detriment of desired land use patterns and transportation alternatives, and frequently prevents the attainment of important growth management goals.

(b) The Legislature determines that the state shall evaluate and consider the implementation of a mobility fee to replace the existing transportation concurrency system. The mobility fee should be designed to provide for mobility needs, ensure that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development.

2) The state land planning agency and the Department of Transportation shall continue their respective current mobility fee studies and develop and submit to the President of the Senate and the Speaker of the House of Representatives, no later than December 1, 2009, a final joint report on the mobility fee methodology study, complete with recommended legislation and a plan to implement the mobility fee as a replacement for the existing local government adopted and implemented transportation concurrency management systems. The final joint report shall also contain, but is not limited to, an economic analysis of implementation of the mobility fee, activities necessary to implement the fee, and potential costs and benefits at the state and local levels and to the private sector.

[1] Both reports are available at http://www.dca.state.fl.us/fdcp/dcp/MobilityFees/index.cfm

expertise in impact fees, concurrency management, and transportation impact assessment was assembled to provide input into the study, many of whom participated in the initial CUTR/DCA study. A diverse Stakeholders Group formed by DCA and DOT during the FY 2008/09 study was also continued to elicit feedback on the study concepts.

Throughout this research, the concept for a mobility fee has evolved taking into consideration the recommendations of the technical working group and in response to the issues raised by the Stakeholders Group. *In addition, many observed that transportation throughout the state lacks adequate funding and although a mobility fee on all new development would be beneficial, other funding mechanisms, such as an increase in the motor fuel tax, reduced constraints on enactment of local option taxes, or possible new funding mechanisms should also be considered.*

Focus of this Report

This technical memorandum describes a mobility fee approach as it could be applied to meet the requirements of the Community Renewal Act. It reviews issues relative to replacing concurrency, describes a conceptual mobility fee approach, addresses methods for determining the mobility fee, and sets forth implications of the proposed approach relative to the goals of the Community Renewal Act. The report concludes with selected case examples illustrating various aspects of the approach in current practice and an overview of potential economic considerations of the proposed mobility fee approach.

CONSIDERATIONS WITH REPLACING TRANSPORTATION CONCURRENCY

The Community Renewal Act included considerations not addressed by the previous mobility fee research. Among them is a requirement "that the state shall evaluate and consider the implementation of a mobility fee to replace the existing transportation concurrency system." This section reviews issues surrounding existing transportation concurrency management systems and corresponding implications of the mobility fee approach.

What is the transportation concurrency system?

Transportation concurrency is a growth management strategy aimed at ensuring that transportation facilities and services are available "concurrent" with the impacts of development. Concurrency in Florida is enacted in state growth management act provisions (Chapter 163, Part II, Florida Statutes) requiring that "...transportation facilities needed to serve new development shall be in place or under actual construction within 3 years after the local government approves a building permit or its functional equivalent that results in traffic generation." [2]

To carry out concurrency, local governments must define what constitutes an adequate level of service for the transportation system, adopt a plan and capital improvement program to achieve and maintain adequate level of service standards, and measure whether the service needs of a new

[2] Chapter 163.3180(1)(c) Florida Statutes

development exceed existing capacity, including capacity from scheduled improvements. If adequate capacity is not available, then the developer must provide the necessary improvements, provide a monetary contribution toward the programmed improvements, or wait until government provides the necessary improvements.

DCA's implementing rule (Rule 9J-5.0055, F.A.C.) establishes minimum requirements for satisfying concurrency, including a requirement for local governments to develop and implement a transportation concurrency management system. Through this system, the local government must demonstrate that the necessary transportation facilities and services to maintain the adopted level of service standards will be available and adequate to address the impacts of development within three years of issuing a building permit or its functional equivalent. Developers may satisfy the concurrency requirement through proportionate share or proportionate fair-share mitigation[3] (pay and go) or development agreements.

In 2009, the legislature exempted "dense urban land areas" (DULAs) from transportation concurrency, with the intent of reinforcing urban growth. The development of regional impact program, which provides a process for multi-agency review of large developments, was also suspended in these areas, as was the requirement for local governments to adopt and maintain state level of service standards for the strategic intermodal system. DCA has issued the interpretation that a local government must amend its comprehensive plan to establish the TCEA.

In addition, within 2 years of establishing a TCEA, local governments are required to adopt into their local comprehensive plan land use and transportation strategies to support and fund mobility within the exception area, including alternative modes of transportation. All local government comprehensive plans also must comply with HB 697 regarding reduction of GHG emissions and energy efficient land use. This legislation requires local governments to achieve more energy efficient land use patterns in their comprehensive and long range transportation plans and to enact transportation strategies to address greenhouse gas reductions. HB 7135 was also enacted, imposing similar requirements relative to greenhouse gas reductions on metropolitan planning organizations in long range transportation planning. These new local planning requirements reinforce the need for a multimodal approach to local and regional transportation planning.

What is wrong with the transportation concurrency system?

Widespread dissatisfaction has been expressed with local transportation concurrency management systems that rely on roadway level of service standards – particularly as they impact development

[3] Proportionate share is a term that applies only to developments of regional impact (DRI); proportionate fair-share applies to all other (sub-DRI) developments. This is the amount of mitigation a development that triggers a level of service deficiency is expected to contribute. Proportionate share and proportionate fair-share contributions "shall be calculated based upon the cumulative number of trips from the proposed development expected to reach roadways during the peak hour from the complete buildout of a stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain the adopted level of service, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted level of service."

in metropolitan areas. The focus on achieving and maintaining state roadway levels of service for automobile mobility has promoted multi-lane, congested roadways in urban areas to the exclusion of other modes. The resulting environment is unsafe and unfriendly to both bicycles and pedestrians.

A related problem is the difficulty in meeting established level of service standards on a facility-by-facility basis during the PM peak hour. This has contributed to transportation backlogs (facilities on which the adopted level-of-service standard is exceeded) across the state, because the cost of providing facilities to maintain adopted standards is often well beyond the capacity of existing transportation funding mechanisms. This practice has also impeded urban redevelopment and infill.

Another concern is the inequity of a system that requires payment only where level of service standards have been exceeded. New development freely consumes available road capacity, thus encouraging development in outlying areas. This places a disproportionate financial responsibility on developers seeking concurrency approval after available capacity has been consumed, resulting in market inequities. These and other unintended consequences, such as the regional transportation impact of local land use decisions, have surfaced over the years regarding the implementation of transportation concurrency in Florida.[4]

The 2009 Community Renewal Act characterized the existing transportation concurrency system as "complex, inequitable, lacking uniformity among jurisdictions, too focused on roadways to the detriment of desired land use patterns and transportation alternatives, and frequently preventing the attainment of important growth management goals." Any change to transportation concurrency policy should address these issues, while ensuring that adequate transportation facilities and services are provided to support development.

Can the goals of the transportation concurrency system be accomplished with a fee?

A fee alone will not achieve the intent of transportation concurrency or all of the goals for a mobility fee expressed in the Community Renewal Act. However, a mobility fee approach that builds on existing comprehensive planning efforts to coordinate land use planning with the provision of adequate transportation facilities and services may be a suitable alternative. The goal of such an approach is to produce a sustainable transportation system in an effective, predictable, and equitable manner.

Ideally, the approach would advance the following principles:

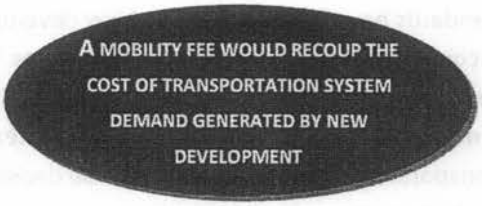
1. Provide for mobility needs through an interconnected and accessible transportation system that considers all modes of travel;
2. Discourage urban sprawl and reduce greenhouse gas emissions by providing incentives to promote compact, mixed-use, and energy efficient development;

[4] Chapin, "Rethinking the Florida Concurrency Mandate," 2008.

3. Coordinate the planned transportation system with growth areas defined in the future land use element;
4. Ensure that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts; and,
5. Offer flexibility to target public funding and mobility fees to planned transportation facilities and services based upon a prioritized improvement schedule that fairly distributes the fee among the governmental entities responsible for maintaining the system.

How does the mobility fee approach relate to transportation concurrency?

The mobility fee approach described in this report has the potential to be more equitable than existing transportation concurrency management systems and proportionate fair-share mitigation. Under existing transportation concurrency, new development is required to mitigate its impacts on a facility by facility basis *only when capacity has been exceeded*. Alternatively, a mobility fee would recoup the cost of transportation system demand generated by all new development. Each new development would be charged a mobility fee based upon the transportation service it consumes, treating capacity as a commodity.



The mobility fee approach would advance the intent of transportation concurrency, which is to coordinate the provision of transportation facilities and services with the rate, timing, and location of development.[5] This intent could be accomplished by allowing development to fully satisfy its mitigation requirements with a mobility fee *only in areas designated by a local government in the comprehensive plan where adequate transportation facilities and services exist or are planned*. Improved coordination of local government future land use plans with local and countywide transportation improvement plans and capital improvement schedules would result. Improved cross-jurisdictional coordination in mobility plans and fees is a key tenet of the mobility fee approach.

Rather than the relatively short timeframes imposed by existing concurrency requirements, it could be accomplished over the planning horizon of the comprehensive plan (e.g., 10 or 20 years). In so doing, the approach would shift the focus of providing transportation facilities and services for new development away from development permitting for concurrency onto *the local and countywide mobility planning process.*

Also key to the success of the mobility fee approach is a change in how government measures the quality of service of the transportation system.[6] The peak hour roadway level of service measures

[5] See for example, *Golden v. Planning Board Town of Ramapo,* New York, 285 N.E.2d 291 (1972).

[6] Level of service (LOS) standards in local government comprehensive plans establish a minimum performance measure for transportation facilities and services and are currently used to determine whether available transportation capacity is adequate for new development. They are required pursuant to Chapter 163.3180 F.S. for local facilities and Rule 14-94 F.A.C. for the Strategic Intermodal System, Florida Intrastate Highway System, and roadways funded through the Transportation Regional Incentive Program.

used to manage concurrency cause FDOT and local governments to focus on increasing roadway capacity to the exclusion of other transportation modes. Different measures should be developed that address network performance from a transportation system perspective, regardless of mode. The Florida Department of Transportation's Quality/Level of Service Handbook details appropriate alternatives for measuring multimodal transportation service. In addition, NCHRP Project 08-67,[7] currently underway, is focused on integrating transportation system-level performance programs to determine network performance. Such measures can be used to monitor system performance and identify needed transportation facilities and services.

MOBILITY FEE APPROACH

The mobility fee approach is designed to build upon the existing framework for planning and growth management in Florida and to meet specific legislative requirements of the Community Renewal Act. The legislation calls for a mobility fee process designed to:

- provide for mobility needs,
- ensure that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts,
- fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and
- promote compact, mixed-use, and energy-efficient development.

In addition, this approach seeks to:

- Focus the provision of transportation facilities and services on planning and improvement schedules;
- Improve coordination of land use decisions with transportation improvement decisions;
- Increase the level of cross-jurisdictional coordination in providing transportation facilities and services; and,
- Minimize the need for lengthy and complex transportation impact studies in the development review process.

To accomplish these goals, the mobility fee approach involves establishing cooperative agreements among local governments and area transportation providers to coordinate cross jurisdictional transportation planning efforts and supporting future land use strategies. To

[7] Cambridge Systematics, *NCHRP Project 08-67: Integrating Individual Transportation System-Level Performance Programs to Determine Network Performance*, Transportation Research Board, *in progress*.

advance the legislature's goal to "provide for mobility needs and promote compact, mixed use, and energy-efficient development," fees collected will help to fund mobility needs in support of planned future land use.

This approach helps to overcome two key issues in contemporary transportation planning that impede effective multimodal solutions: 1) land use and transportation plans are often developed independently; and 2) funding is often compartmentalized and applied only to improvements related to specific modes.[8] Below are additional details of the proposed mobility fee approach.

What is the mobility fee?

The mobility fee is a transportation system charge to recoup the proportionate cost of transportation demand generated by all new development. It focuses on new development due to its association with transportation concurrency systems and is used to fund planned transportation facilities and services. It is also sensitive to the vehicle miles of travel (VMT) generated by new development. Each new development will pay the fee in proportion to the new travel demand it creates.

Who establishes the mobility fee?

For ease of administration and predictability, mobility fee programs and corresponding rate schedules should be established on a countywide or, at the option of participating local governments, at a multi-county level. Local governments could jointly conduct the countywide fee study with the assistance of a consultant or selected agency staff. The mobility fee schedule would identify appropriate variations in rate by area type (e.g. urban, suburban fringe, transitional, rural) and service area, as discussed under "How will fees be assessed and expended?". The resulting mobility fee would be adopted by local ordinance.

MOBILITY FEE PROGRAMS AND CORRESPONDING RATE SCHEDULES SHOULD BE ESTABLISHED ON A COUNTYWIDE LEVEL

To achieve an equitable mobility fee system, it is important that all local governments within a county participate in a mobility fee program through the execution of an interlocal agreement among all local governments within a single county. These interlocal agreements would specify the partners in adopting the fee, which would include the Florida Department of Transportation and other key transportation planning agencies, such as metropolitan planning organizations (MPOs), and transportation providers, such as transit agencies. Other partners, such as port or aviation authorities may also be included. Local governments would have full authority to establish, collect, and distribute the mobility fee in accordance with the procedures included in the agreement(s).

[8] J. Fernandez and L. Marcus, "Network Planning: Developing a Multimodal Approach," ITE Journal, September 2009.

Does this approach allow different areas to tailor the mobility fee to their needs?

The mobility needs of large metropolitan areas, like Miami-Dade or Jacksonville, differ greatly from those of rural counties and their municipalities. Therefore, the approach for establishing the fee is designed to accommodate the diverse needs and levels of planning sophistication across the state. Each area will have the ability to define its own needs and improvement priorities. In addition, each area can determine how best to proceed in developing and implementing the fee. For example, rural counties may choose to enact the fee with technical assistance from the regional planning council or DOT District and may choose to join together to form a multi-county rather than countywide approach. The fee in rural areas and small cities could be administered using a simple look up table and easy to use worksheet (see Woodinville, WA example in Case Examples). Major urban counties may choose to develop the fee through their MPO, regional transportation authority (RTA), or other existing collaborations or join together to form new multi-county or MPO collaborations that reflect the area's travel patterns.[9]

Benefits of a Countywide Fee System

Implementing a mobility fee at a countywide or multi-county level establishes a forum for local governments to cooperatively plan and fund mobility, which is key to economic vitality and energy efficiency. It results in a more predictable and less complex approach for both local governments and the development community in implementing concurrency. Establishing a common approach to fee calculation ensures that each local government is charging development for its impacts on the system and avoids use of the fee for tax base competition. It also reduces the financial incentive for leapfrog development.

What planning activities are needed for the mobility fee?

A mobility fee must be accompanied by an effective mobility plan. A mobility plan includes the adopted transportation and land use strategies and capital improvement projects for transportation facilities and services contained in the local government comprehensive plan. It also includes supporting data and analysis for establishing the basis of the mobility fee. In addition, accomplishing mobility between jurisdictions requires intergovernmental coordination in planning and priority setting among local governments and with other transportation planning agencies and modal providers. The resulting mobility plan should focus existing local, state, regional, and modal planning efforts toward achieving a coordinated and efficient multimodal transportation system within and across jurisdictions in a county or multi-county area.

Many of the requirements for mobility planning are currently contained in Chapter 163, Part II, F.S. and Rule 9J-5, F.A.C. Additional requirements may be needed to fully implement the mobility fee

[9] Possibly pursuant to Section 339.155 (5) c,d,e), F.S , Chapter 343, F.S., or Chapter 349, F.S.

approach – particularly as it relates to countywide coordination and prioritized improvement schedules. Below are key considerations relative to the planning framework for the fee.

What is a mobility plan?

Those portions of existing local government comprehensive plans that contain land use and transportation strategies and capital improvements projects to support and fund mobility constitute a mobility plan. Strategies for mobility associated with dense urban land areas (DULAs)[10] through transportation concurrency exception areas (TCEA) and other alternatives to transportation concurrency, such as multimodal transportation districts and transportation concurrency management areas, would also be considered mobility plans. These plans establish transportation improvement priorities for expenditure of the mobility fee.

Each mobility plan should include a prioritized schedule of transportation improvements that is implemented in concert with planned growth areas in the adopted comprehensive plan. The schedule should include the financially feasible five-year capital improvement schedule as well as define mid-term (6-10 years) and long range (20+ years) transportation projects, programs, strategies, and funding needs and reasonably anticipated funding alternatives, including mobility fees. Where applicable, the schedule of improvements should include projects identified in the adopted MPO long range transportation plan and any adopted transit development plan.

MOBILITY PLANNING FOR DENSE URBAN LAND AREAS

THE COMMUNITY RENEWAL ACT DESIGNATED DENSE URBAN LAND AREAS AS TRANSPORTATION CONCURRENCY EXCEPTION AREAS (TCEAS), OVER 240 IN ALL. PURSUANT TO SECTION 163.3180 (5) A.4., EACH LOCAL GOVERNMENT ESTABLISHING A TRANSPORTATION CONCURRENCY EXCEPTION AREA MUST "ADOPT INTO ITS LOCAL COMPREHENSIVE PLAN LAND USE AND TRANSPORTATION STRATEGIES TO SUPPORT AND FUND MOBILITY WITHIN THE EXCEPTION AREA, INCLUDING ALTERNATIVE MODES OF TRANSPORTATION. LOCAL GOVERNMENTS ARE ENCOURAGED TO ADOPT COMPLEMENTARY LAND USE AND TRANSPORTATION STRATEGIES THAT REFLECT THE REGION'S SHARED VISION FOR ITS FUTURE." §. 163.3180(5)(b)(1)(2).

The mobility plan should be based on planned future land uses and a vision for the future transportation system and be supported by complementary land use strategies. To ensure multimodal network continuity within and across jurisdictions, local mobility planning programs should include a means to coordinate land use and transportation planning among local governments and across the various transportation planning agencies. This would be accomplished through the execution of an interlocal agreement among the county and the municipalities within the county, along with the applicable MPO and transit agency, and the Florida Department of Transportation.

[10] §163.3164(34), F.S. defines "dense urban land area" as: (a) A municipality that has an average of at least 1,000 people per square mile of land area and a minimum total population of at least 5,000; (b) A county, including the municipalities located therein, which has an average of at least 1,000 people per square mile of land area; or (c) A county, including the municipalities located therein, which has a population of at least 1 million.

The agreement would establish the specific ways and processes by which the applicable MPO cost feasible plan, transit development plan, and local government comprehensive plans are to be coordinated. The fact that different agencies have different planning horizons complicates coordination and should be addressed in the interlocal agreement. The interlocal agreement should also address the prioritized schedule of transportation improvements and include procedures for amending the improvement program.

Future Land Use Element

Existing future land use element requirements address many factors relevant to the mobility fee approach. The future land use element is required to include an adopted future land use map representing the amount, distribution and extent of future growth and development for each local government. Additionally, the future land use element must address planned densities and intensities of development, energy efficient land uses, greenhouse gas reduction strategies, and is encouraged to designate areas for future planned development involving combinations of types of uses for which special regulations may be required. Such regulations may address transit oriented development, traditional neighborhood development, and other supporting land use types.

Chapter 163, Part II, F.S. and Rule 9J-5, F.A.C. further requires that the planned transportation system must accommodate planned future land uses and that the future land use map must be supported by the amount of land required to accommodate anticipated growth and the projected population of the area. The future land use map must be supported by realistic population projections and amended only with a clear demonstration of need.

In addition to current requirements, the future land use element should clearly designate areas where mobility improvements are planned within the planning horizon. These area designations should be closely coordinated with the densities and intensities of development in the adopted future land use plan. For example, the mobility fee approach envisions that the comprehensive plan would designate planning areas for coordinating transportation facilities and services, such as urban, suburban fringe, transitional, and rural and conservation areas. The terms used to describe the planning areas will vary according to countywide land use characteristics and planning objectives (see for example the Charlotte County and Jacksonville approaches in Case Examples).

New transportation system capacity to address growth in the various planning areas can be funded in part through the mobility fee charged to all new development. The planning areas represent different needs and issues with regard to mobility planning. Transportation facility and service improvements focused in urban areas would serve redevelopment and infill and address all modes of transportation including transit. Growth in suburban fringe and transitional areas would need to be guided into designated areas to coordinate with planned future improvements and could also be phased to correspond with plans for improving transportation facilities in those areas.

Development in transitional or rural areas may place a greater burden on the transportation system by requiring improvements where none have been planned. While the actual trip generation of residential subdivisions in rural areas may be less than those in suburban areas, trip length is longer

as residents in outlying areas seek access to local and regional activity centers. These variations in transportation demand by planning area can be addressed through the average trip lengths used in calculating the mobility fee. A complicating factor in determining average trip length is that travel on interstates is excluded from the calculation; however, this portion of the trip length is essential to calculating VMT for the mobility fee program and fees.

Providing incentives for development in designated growth areas may reduce pressures for future land use amendments in outlying areas in advance of planned improvements. For this to be effective, planning area definitions would need to be consistent throughout the countywide or larger planning area. In addition, amendments to the future land use maps typically involve an increase in the density or intensity of use. Therefore, it will also be important to establish the need for additional development area in light of the existing future land use map along with the impacts of those proposed land use changes on the planned transportation system on a cumulative basis. Failure to analyze cumulative impacts can result in inadequate planning for future transportation system needs and improvements.

The future land use element should also include specific land use strategies and incentives to support mobility in planned growth areas. For example, incentives could be established for certain types of development in specified locations as a means to support the mobility plan (e.g. mode share and internal capture allowances as well as fee credits and/or expedited approval for transit oriented development along transit corridors). In addition, local government comprehensive plans and land development regulations can support mobility by requiring basic features of multimodal facilities, such as high levels of network connectivity, sidewalks, transit stops, bicycle racks, sidewalks, and shade trees as part of site development. Form-based codes that address the size and scale of buildings can also be used to foster an attractive, mixed-use, and walkable environment.

Transportation Element

The transportation element defines the multimodal transportation system needed to support the planned future land uses. Capital and operating needs must be identified, as well as transportation strategies to reduce greenhouse gas emissions in compliance with § 163.3177(6). Prioritized projects are further reflected in a financially feasible five- year schedule of improvements and in longer-term improvements schedules.

The transportation element must be closely coordinated with the future land use plan, demonstrating how land use and transportation will work together to accomplish desired mobility and growth management objectives. Quality/level of service standards should be established for transportation facilities and services to be provided; these may vary according to established planning areas. In addition, standards for countywide or regional transportation facilities established through interlocal agreements should be reflected. A transportation analysis, at a countywide level, should document how future travel demand will be accommodated by the proposed transportation system using professionally accepted techniques. In some areas, such as downtown cores or regional activity centers, some level of congestion will be anticipated, particularly during peak travel times.

To implement the mobility fee approach, transportation elements would need to include all planned facilities and services, regardless of mode or maintaining agency. This would include elements of the countywide transportation system (e.g. state roads, county roads, regional transit service, multi-use corridors) as well as elements of the local transportation system (e.g. collector and local roads, localized transit routes and circulator systems, bicycle and pedestrian facilities). Existing modal plans such as the MPO cost-feasible plan, transit plans, congestion management plans, bicycle and pedestrian plans, or trailways plans should also provide guidance for developing the multimodal mobility plan.

How is cross-jurisdictional mobility achieved?

Mobility between jurisdictions requires intergovernmental coordination in the planning and funding of major roadways or transit systems that serve the broader region. The mobility fee approach envisions a countywide or multi-county coordination process that would provide a framework for cross-jurisdictional mobility planning. A prioritization process will also be needed to establish priorities for the countywide or regional transportation system.

Many areas are already engaged in developing conceptual plans for mobility through regional visioning or land use scenario planning for MPO long range transportation plans as a means to coordinate future land use decisions and transportation system investments. One example of such an approach is the scenario planning process used by the Gainesville Metropolitan Transportation Planning Organization (*see* Case Examples). These planning efforts could be a means to coordinate local mobility planning in some areas; areas without a scenario plan could be encouraged to develop one on at least a countywide basis.

Some local governments and established transportation planning agencies may hesitate to embrace the cross jurisdictional elements of this approach. The benefit of such cooperation is an improved ability to address mobility needs across a common economic region – an issue essential to the economic vitality of every community in the area. Other benefits include improved ability of local governments and MPOs in meeting statutory requirements for planning related to reduction of greenhouse gas emissions and promotion of energy efficient development contained in HB 697 and HB 7135. The rise in regional visioning initiatives in Florida and legislation establishing regional transportation authorities reflect a growing recognition of the need for increased regional coordination on land use and transportation planning efforts. Figure 1 provides an overview of this conceptual mobility fee implementation process.

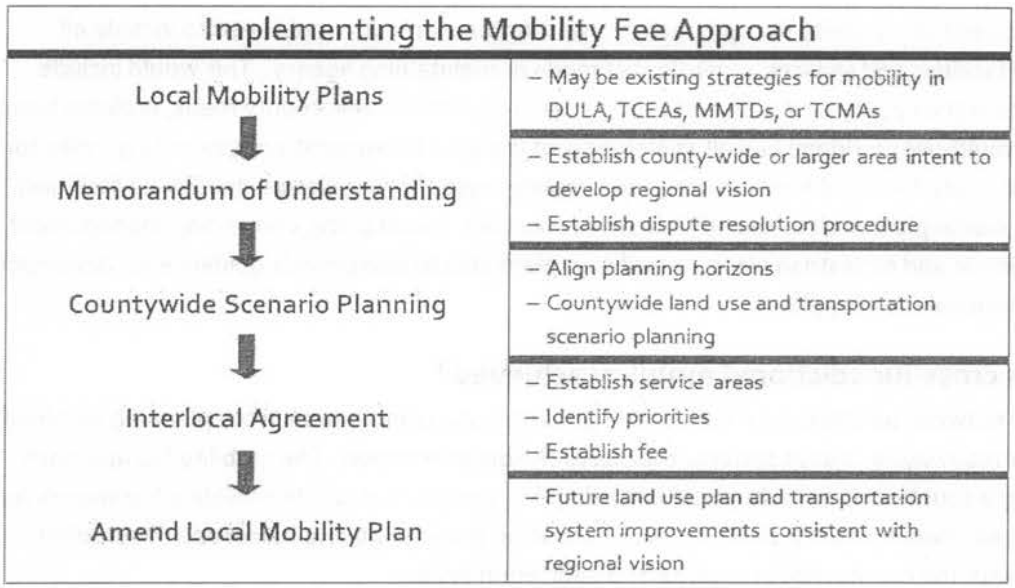


Figure 1: Overview of mobility fee implementation process.

The following are considerations for achieving cross-jurisdictional mobility in the planning process. These criteria may be appropriate for statute or rule.

1. The prevailing principles to be considered in advancing cross-jurisdictional mobility are:
    a. establishing and implementing a multimodal transportation system and supporting land uses that improve travel choices to ensure mobility;
    b. incorporating the plans of participating agencies, jurisdictions, and modal providers;
    c. coordinating the multimodal transportation system across jurisdictions through the execution of an interlocal agreement; and
    d. integrating transportation and land use strategies to ensure sustainable and energy-efficient development patterns, reduce the growth of vehicle miles of travel, and reduce greenhouse gas emissions.
2. Identify transportation facilities that serve countywide or regional mobility functions, including, but not limited to, major roadways, airports, seaports, high-speed and/or commuter rail systems, transit systems, and intermodal or multimodal terminals.
3. Identify transportation-related facilities that support the countywide network including, park and ride lots and multi-use trails.
4. Identify existing and planned land use densities, building intensities and development types consistent with the planned countywide or multi-county transportation system and reasonable growth estimates.
5. Identify corridors to encourage population densities sufficient to support transit and identify density guidelines along the designated corridors.

6. Identify desired land use types, growth and development patterns that promote compact, mixed use and energy efficient development, such as transit oriented development or employment-based development in rural areas of critical economic concern, consistent with the planned countywide or multi-county transportation system.
7. Identify performance or quality of service measures to be used to evaluate transportation system performance and guide improvement planning.
8. Identify and prioritize transportation projects, programs, and strategies that will advance the planned countywide or multi-county transportation system.
9. Coordinate with the mobility plans of adjacent counties.
10. Prepare a financial strategy that demonstrates how the improvement priorities can be implemented, including public and private resources reasonably expected to be available, and any additional financing strategies (including the mobility fee) for needed projects and programs. Prepare a capital improvements program including a short-term financially feasible schedule (five year); a mid-term (6-10 year) schedule of improvements; and a long-term (20 year) vision for incorporation into local government comprehensive plan.
11. Establish guidelines and procedures for updating and amending the countywide or multi-county transportation improvement priorities.

Determining transportation projects to accommodate planned growth areas will require a balance between mobility plan performance/quality of service standards and available transportation funding to achieve a financially-feasible plan. To do so, the amount of funding anticipated from mobility fees must be determined.

If transportation revenues are less than projected, then the transportation project schedule of the mobility plans will need to be amended. Procedures for any such amendments should be addressed in interlocal agreements establishing the mobility plan priorities. Certain projects may need to be redefined or dropped entirely, to ensure the planned transportation improvements can be achieved. Alternatively, the schedule of improvements may need to be extended to reflect the slower revenue stream. Delays in authorization of federal funding can be particularly problematic as federal funds may comprise a large portion of the committed revenue anticipated in the improvement plan. Such changes may require adjustments to future land use plans along affected corridors.

What is the MPO role in mobility planning?

MPOs, established by federal and state law, are composed of representatives from local governments within the area. The metropolitan planning organization (MPO) process includes a well-established long-range transportation planning and prioritization process for developing a cost feasible long range transportation plan (LRTP) in collaboration with member local governments. Florida MPOs typically fall within a single county, but approximately one-third cross county boundaries. The MPO process may be a logical way to proceed in establishing countywide or cross jurisdictional priorities in metropolitan areas with an MPO. The resulting prioritized improvement schedule could then be implemented through amendments to local government comprehensive plans and coordination procedures in an interlocal agreement that also establishes a mobility fee.

Can the MPO long range transportation plan be the mobility plan?

MPOs develop long range transportation plans (LRTPs) based on growth reflected in local government comprehensive plans. Few MPOs incorporate land use planning considerations into their LRTPs primarily because they have no authority over land use decisions. Existing MPO long range transportation plans (LRTP) or other regional transportation plans that address regional transportation facilities and services regardless of mode may be considered the mobility plan when underlying local government future land use elements reasonably reflect future land uses and are clearly coordinated with the cost feasible long range transportation plan.

A step in developing the cost feasible MPO long range transportation plan is the needs plan. This plan identifies all projects needed to address anticipated travel demand within the MPO planning area and is often well beyond projected revenues. Some believe that the needs plan constitutes little more than a wish list and have raised concerns as to whether the mobility fee is anticipated to pay the entire funding gap between the needs plan and the cost feasible LRTP. The Florida Metropolitan Planning Organization Advisory Council produced financial guidelines for LRTPs to address this and other issues.[11]

In addition, a strong relationship between local government future land use plans and the socio-economic data used for travel demand modeling is essential to the mobility fee approach. Generally land use projections taken from local comprehensive plans are adjusted by the MPO to conform to Bureau of Economic and Business Research (BEBR) projections when modeling future transportation demand in the LRTP process. This is because the comprehensive plans often overestimate future land use in each jurisdiction which would result in unrealistic levels of travel demand. These overestimations may result from annexations, antiquated plats, vested development, and a lack of attention to the cumulative impacts of future land use map amendments. In addition, the density of land allowed by the future land use map is frequently greater than what is ultimately built.

What is often missing is scenario planning for coordinating land use and transportation plans. This may be accomplished by analyzing land use alternatives for the region and coordinating infrastructure decision-making to support the region's land use scenario. The resulting scenario plan would need to be integrated into the future land use, transportation, and capital improvement elements of each applicable local government comprehensive plan.

Determining the Mobility Fee

As a charge on all new development, the mobility fee has characteristics of an impact fee. Therefore, implementation of a mobility fee could involve adherence to the dual rational nexus test established in Florida case law. This test requires that there be: 1) a reasonable connection between

[11] *Financial Guidelines for MPO Long Range Plans*, Florida Metropolitan Planning Organization Advisory Council, October 2008. <http://www.mpoac.org/documents/AdoptedGuidelines.pdf>

the anticipated need for transportation system improvements and the growth generated by new development; and, 2) a reasonable connection between the expenditure of fees collected and the benefit to the development. Other guiding principles established by the courts and considered in the development of the mobility fee approach include:[12]

1. Impact fees should not exceed the cost of needed facilities;
2. Fees should be proportional to the demand generated by the development;
3. New development should not be required to pay for a higher level of service than existing development; and
4. New development should not have to pay twice for the same level of service both through impact fees and through other taxes or fees.

Methods used to accomplish these principles have been widely documented in impact fee literature. These principles are reflected in the mobility fee legislation and in Florida statutes relating to proportionate fair-share and proportionate share mitigation calculations. Specifically, development can be charged to mitigate its impact on the transportation system, but is not responsible for the additional cost of reducing or eliminating backlogs (163.3180(4) and (16)).

These principles were carefully considered in development of the mobility fee approach. Yet certain applications of the mobility fee approach differ from conventional practice and therefore may diverge from widely held legal tenets. For example, legal guidelines typically limit the use of impact fees to capital expenditures. The mobility fee approach envisions flexible use of the fee for mobility needs, including system-wide operational enhancements, congestion management strategies, and transit operating expenses (considered only a short-term, erratic source of operating funds). In addition, many areas have administered impact fees in relatively small service areas and avoided impact fee expenditures for alternative modes of transportation due to difficulties in demonstrating adherence to the dual rational nexus test.

Transportation impact fee practices have evolved considerably over the years and continue to evolve in response to public policy directions.[13] It is important that a legal analysis be conducted to clarify the limitations on the mobility fee approach under current law and identify how those limitations may be addressed. The legislature may need to enact special provisions for the mobility fee that overcome these identified limitations to achieve its public policy goals.

[12] http://www.impactfee.org/proceedings/2007_proceedings/mullen_principles.pdf

[13] A. Nelson, J. Nicholas, and J. Jurgensmeyer, *Impact Fees: Principles and Practice of Proportionate-Share Development Fees*, American Planning Association, 2009.

How might the mobility fee be determined?

Two basic methods may be used to calculate the mobility fee – consumption-based and improvements-based. The consumption-based method charges each new development the value of the increment of transportation facilities or services needed to serve that development. The value of each increment is determined based on recent transportation improvements and is typically reflected as an average cost per unit of transportation service (e.g. a lane mile of roadway, unit of transit service). The improvements-based method charges each new development its proportionate share of the cost of a specific set of improvements deemed necessary to accommodate future growth at an adopted quality of service.

Either method is acceptable and can be designed to result in fees that avoid double-charging and are proportionate to development impact. In both cases, costs are adjusted to account for existing deficiencies and the mobility fee makes up only that portion of funding not provided through other funding sources. The primary difference is that one is a cost per person miles of travel (PMT) or vehicle miles of travel (VMT) based on the incremental value of the facility or service used and the other is a cost per PMT or VMT based on a specific list of improvements.

The PMT or VMT used in calculating the fee can be determined based upon typical average trip lengths in specified planning areas such as urban, suburban fringe, transitional, and rural preservation, and conservation areas. Longer trip lengths in transitional and rural areas will likely result in a somewhat higher fee for a development located in these areas compared to the same development within an urban area. Two accepted methods for determining average trip lengths are available regardless of which mobility fee calculation approach is used. One method uses a travel demand model which, in Florida, is the Florida Standard Urban Transportation Model Structure (FSUTMS) and the other method uses travel survey data.

Trip lengths to determine vehicle miles of travel may be obtained by running FSUTMS for the planning area. Several land use scenarios may be run to generate average trip lengths within designated planning areas. Average trips lengths per land use may be compiled in tables for use in estimating trip length for a proposed development. Trip length tables will simplify administration of the fee by minimizing the need to use the travel demand model for estimating development VMT. Trip length tables should be updated using FSUTMS at least every five years.

Trip length may also be determined from travel surveys of the population in the planning area. It is important that the data analysis methodology be clearly specified and valid for these estimates to be accepted. The University of Florida study, noted earlier in the report, is studying the use of this method to develop estimates of VMT based on the National Household Travel Survey.[14] This

[14] http://www.bts.gov/programs/national_household_travel_survey/

technique is still in an early phase of development, but holds promise for application to the mobility fee.

How might fees be assessed and expended?

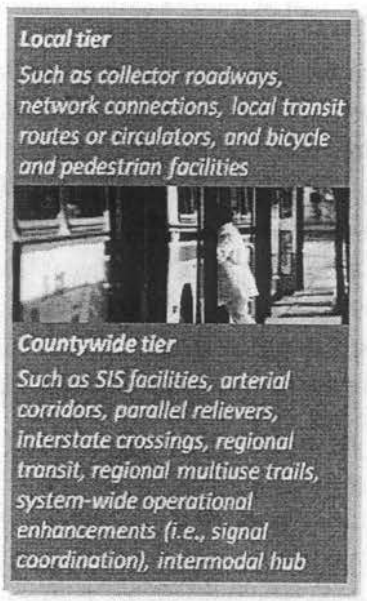
The mobility fee approach envisions a two-tiered fee – countywide and local – with the option to establish additional tiers. The optional local tier of the fee will address localized transportation improvement priorities identified in local mobility plans. Examples might include collector roadways, local transit routes or circulators, and bicycle and pedestrian facilities.

The fee for the countywide tier will address transportation improvement priorities of countywide or multi-county benefit as identified through interlocal agreements. Each jurisdiction within the county would charge the same mobility fee rate for this tier. Priorities might include improvements on the state highway system, county and local arterial roadway system, regional transit corridors, intermodal hubs, and system-wide operational enhancements, such as signal coordination systems. While the fee may not be sufficient to improve major fixed rail transit systems, it will be key to assist in funding a supportive local transit network.

Because each new development will impact both local and countywide transportation facilities and services, its mobility fee will need to contribute to both. The mobility fee for a new development equals the sum of the countywide or multi-county and local tiers of the fee as shown below:

Mobility fee = countywide or multi-county tier fee + local tier fee

To avoid the potential for double-charging and complexity of competing fee systems, it is best if the local tier of the mobility fee be considered as a full replacement of local transportation impact fees. Additional mitigation may still be necessary in areas not designated for growth in the planning horizon. To be consistent with rational nexus principles or to respond to travel patterns, each countywide or multi-county area may need to be divided into service areas for the purpose of assessing and expending fees. These areas must be reasonably large to enable the expenditure of mobility fees on transportation service according to travel demand, regardless of jurisdiction. They should also be defined based on sound planning criteria (e.g. cross-jurisdictional travel patterns). Local service areas may be local jurisdictional boundaries or some other logical subarea based upon local planning objectives.



Fees collected in a service area must be spent on improvements in that service area. An exception may be where agreements are established across service area boundaries to address cross-area transportation impacts. In addition, major urban employment and/or activity centers should be able to receive

mobility fees collected from any service area, where it is shown that travel into these areas flows from outlying regions and benefits from additional transportation service (mobility) within these centers.

Exemptions to the mobility fee, such as employment-based development in rural areas of critical economic concern, may also be established if authorized by legislation.[15] These elements would need to be a part of the interlocal agreement.

In addition to the mobility fee, some off-site mitigation may still be required from the developer for site-related impacts to the localized network (e.g. intersection improvements). Such improvements would be identified through the local traffic impact assessment process during the site plan review and access permit process. The assessment should ensure the site can be accessed safely and efficiently through various modes.

How could the mobility fee be calculated?

Either a consumption-based or improvement-based method may be appropriate for calculating the local tier of the fee; local governments shifting their local improvement priorities from roadways to transit may find the improvements-based method more practical. Given the magnitude of regional transportation improvement costs, a consumption-based method may be more appropriate for calculating the fee for countywide or multi-county transportation improvements.

Consumption-based Mobility Fee

The consumption-based method charges each new development the value of the increment of transportation facilities or services needed to serve that development. The value of each increment is determined based on recent transportation improvements and is typically reflected as an average cost per unit of transportation service (e.g. a lane mile of roadway, unit of transit service).

Calculations are provided for both roadway and transit consumption-based fees. The calculation for roadway consumption may be used for all person or vehicle miles of travel generated by the development and the mobility fee collected may be expended on transportation priorities regardless of modes. The Broward County Transit Concurrency Assessment approach summarized in the Case Examples section provides an example of expenditure solely on transit within a specified area. In areas where there is established transit and measurable transit use, it may be appropriate to use both the roadway and transit calculations. Other calculations, such as for bicycle and pedestrian facilities, may also be appropriate. Where a variety of planning areas have been established such as urban, suburban fringe, transitional, and rural and conservation areas, average trip lengths will vary.

[15] Georgia's impact fee act (Ga. Code Ann., Section 36 71 1 et seq,) authorizes transportation impact fee exemptions for affordable housing and economic development pursuant to replacement from non-impact fee revenues.

1. Roadways

1.1. Determine the cost per vehicle mile of travel (CPVMT)

1.1.1. *Establish the cost per lane-mile (CPLM) of adding one additional lane-mile of capacity*

Establish the average cost (including design, engineering, right-of-way, and construction) of one lane mile of road using one or more representative roadway(s) that reflect the characteristics of planned road improvements. These characteristics include quality/level of service standards and type of road.

1.1.2. *Establish the new capacity of roadways in terms of vehicles per day (VPD) per lane*

Establish the new capacity of each type of roadway based on adopted quality/level of service standards.

1.1.3. *Calculate the cost per vehicle mile of travel (CPVMT)*

$$Cost\ per\ VMT\ (CPVMT) = \frac{Cost\ per\ lane\ mile\ (CPLM)}{Vehicles\ per\ day\ (VPD)}$$

This calculation results in the cost per vehicle mile of travel (CPVMT) for roadways which becomes a portion of the mobility fee charged to each new development for the VMT it is estimated to generate.

1.2. Calculating the consumption-based roadway mobility fee for a new development

1.2.1. *Calculate the development's projected vehicle miles of travel (PVMT)*

$$PVMT = \frac{1}{2}(TGR \times NTF \times ATL \times MS_{Auto})$$

Where,

PVMT: Projected vehicle miles of travel
TGR: Trip generation rate (per ITE Trip Generation[16])
NTF: New travel factor. Percentage of a development's net new travel excluding pass-by trips and internal capture
ATL: Average trip length by planning area[17]
MS_{Auto}: Modal split. Percentage of vehicle trips

Note: Multiplying by ½ divides the trip between each end resulting in net new one-way trips thus allocating responsibility to the development at each end.

1.2.2. *Calculate credits per vehicle mile of travel (DPVMT)*

Credits per vehicle mile of travel for motor fuel taxes and other fees for transportation are usually about 20-30% of the fee.[18]

$$DPVMT = GT/MPG \times 365 \times NPVF$$

Where,

GT: Gas tax. Capacity-expanding funding for roads per gallon of motor fuel consumed (include all other fees collected for transportation such as sales tax, license fees, etc.)
MPG: Average fuel efficiency (miles per gallon)
365: Factor to convert daily VMT in annual VMT
NPVF: Net present value factor representing the life cycle for a road expansion project

1.2.3. *Calculate mobility fee (MF) for road consumption*

[16] Refers to the latest edition of the Institute of Transportation Engineers *Trip Generation*.
[17] Impact fee calculations often exclude travel on the freeway system from this value. However, an accurate estimation of all new development VMT is essential to the mobility fee program and fees collected from freeway travel may be spent on reliever projects.
[18] Discussion with Bill Oliver, Tindale-Oliver & Associates, Inc., August 2009.

The fee rate is determined by subtracting the cost of providing transportation facilities and services minus credits the new development is expected to produce through existing revenue sources.

$$Road\ consumption\ mobility\ fee\ rate = Costs - Credits$$

This equation may be expressed as:

$$MF_{Auto} = (PVMT \times CPVMT) - (PVMT \times DPVMT)$$

Where,

MF_{Auto}: Mobility fee rate for road consumption (auto use)
PVMT: Project vehicle miles of travel
CPVMT: Cost per vehicle mile of travel
DPVMT: Credit per vehicle mile of travel

Using equations from the previous steps, the resulting equation follows:

$$MF_{Auto} = \frac{1}{2}(TGR \times NTF \times ATL \times MS_{Auto}) \times \left[\frac{CPLM}{VPD} - \frac{GT}{MPG} \times 365 \times NPVF\right]$$

Where,

MF_{Auto}: Mobility fee rate for road consumption (auto use)
TGR: Trip generation rate (per ITE Trip Generation)
NTF: New travel factor. Percentage of a development's net new travel excluding pass-by trips and internal capture
ATL: Average trip length by planning area[19]
MS_{Auto}: Modal split. Percentage of vehicle trips
CPLM: Cost of adding one lane mile of capacity
VPD: Vehicles per day
GT: Gas tax. Capacity-expanding funding for roads per gallon of motor fuel consumed (include all other fees collected for transportation facilities such as sales tax, license fees, etc.)
MPG: Average fuel efficiency (miles per gallon)
NPVF: Net present value factor representing the life cycle for a road expansion project

1.3. Optional: Calculate mobility fee for road consumption by planning areas

Planning areas may have different quality/level of service standards for transportation facilities and services. In this case, the fee rate may vary by planning area. In this case, the projected VMT would be split by the percentages of vehicle miles of travel in each planning area. This may be determined by individual travel demand model runs for each development or estimated in a table using model averages as discussed in "How might the mobility fee be determined?" The mobility fee (before credits) would be calculated as follows:

$$Cost = PVMT(CPVMT_{PA1} \times \%VMT_{PA1} + CPVMT_{PA2} \times \%VMT_{PA2} + \cdots + CPVMT_{PAn} \times \%VMT_{PAn})$$

Where,

PVMT: Projected vehicle miles of travel
CPVMT: Cost per vehicle mile of travel
PA: Planning area
VMT: Vehicle miles of travel

[19] Impact fee calculations often exclude travel on the freeway system from this value. However, VMT is essential to the mobility fee program and fees collected from freeway travel may be spent on reliever projects.

Table 1: Example Application of the Consumption-based Mobility Fee for Roads

Example Application of the Consumption-based Mobility Fee (Roadway) (Countywide Tier)		
Example development: • 120 single family dwelling units (land use code 210) • Trip generation: 1,230 daily trips (per *ITE Trip Generation)*		
CALCULATING THE MOBILITY FEE	**ASSUMPTIONS**	**EXAMPLE**
Calculate the cost per vehicle mile of travel (CPVMT) $Cost\ per\ VMT\ (CPVMT) = \frac{Cost\ per\ lane\ mile\ (CPLM)}{Vehicles\ per\ day\ (VPD)}$	Cost per lane-mile = $2,175,676 Vehicles per day = 4,518	2,175, 676/4,518 = Cost per VMT = $481.56
Calculate the development's projected vehicle miles of travel (PVMT) $PVMT = \frac{1}{2}(TGR \times NTF \times ATL \times MS_{Auto})$	TGR = 1,230 NTF = 1 MS_{Auto} = 0.95 ATL = 6.5	½ (1230 x 1 x 6.5 x 0.95) = Project VMT = 3,797.63
Calculate credits per vehicle mile of travel (DPVMT) $DPVMT = GT/MPG \times 365 \times NPVF$	GT = $0.133 MPG = 17 NPVF(25 years, 4.3%) = 15.14	0.133/17 x 365 x 15.14 = Credit per VMT = $43.45
Calculate mobility fee (MF) for road consumption $MF_{Auto} = (PVMT \times CPVMT) - (PVMT \times DPVMT)$	PVMT = 3,797.63 CPVMT = $481.56 DPVMT = $43.45	(3,797.63 x 481.56) – (3,797.63 x 43.45) = **MF_{Auto} for development = $1,663,779.68** **OR $13,864.83 per SFDU**

2. Consumption-based fee for transit

The following procedure may be used to calculate transit consumption. This procedure was adapted from methods used for the transit circulator proposed for Aventura, Florida.[20]

2.1. Determining the transit cost per capita (TCPC)

2.1.1. *Calculate the quality of service per capita per day for the existing transit service (TQOS)*

The number of seats per day (*TQOS*) and the functional population[21] served are the variables used to assess the transit quality of service per capita.

$$TQOS = \frac{avg\ number\ of\ buses\ dispatched\ per\ day \times avg\ number\ of\ seats\ per\ bus}{functional\ population}$$

2.1.2. *Calculate the transit cost per capita (TCPC)*

The transit cost per capita may be calculated by dividing the annual cost of providing the existing transit quality of service by the population served. Then, apply any

[20] Aventura Transportation Mitigation Impact Fee. City of Aventura, Florida Code of Ordinances Article IV: Finance, Division 2: Fees and Charges. Sec. 2-302. Transportation mitigation impact fee. (Ord. No. 2008-08, Sec. 2, 4-8-08)Secs. 2-303—2-310. Reserved.

[21] The functional population concept has been applied in the Aventura, Florida transportation mitigation impact fee by James C. Nicholas, Ph.D., Emeritus Professor of Law and Urban and Regional Planning, University of Florida. It is also described in Florida Mobility Fee Study, Phase 1 Report – Policy Analysis and Methodology, March 2009.

available funding mechanism as a percent of the cost per seat and the appropriate net present value factor.

$$TCPC = \frac{Avg\ annual\ transit\ cost\ per\ route}{Avg\ number\ of\ seats\ per\ route\ per\ day} \times (1 - \%funded) \times TQOS \times NPVF$$

Where,

TCPC: Transit cost per capita
TQOS: Quality of service expressed as seats per day
NPVF: Net present value factor representing the life cycle for a transit expansion project
% funded: Revenue provided from other sources

2.2. Calculating the consumption-based transit mobility fee for a new development

Multiply the number of new person trips anticipated by the development by the transit cost per capita. Since the transit cost per capita already includes committed funding, it can be applied directly to the new development to calculate the mobility fee for transit ($MF_{Transit}$).

$$MF_{Transit} = New\ development\ population \times TCPC$$

Where,

$MF_{Transit}$: Mobility fee for transit
TCPC: Transit cost per capita
New development population: The population within the new development to be served over the course of a day.

Table 2: Example Application of the Consumption-based Mobility Fee for Transit

Example Application of the Consumption-based Mobility Fee (Transit) (Countywide Tier)		
Example development: • 120 single family dwelling units (land use code 210)		
CALCULATING THE MOBILITY FEE	**ASSUMPTIONS**	**EXAMPLE**
Calculate the quality of service per day for the existing transit service (TQOS) $TQOS = \frac{avg\ number\ of\ buses\ dispatched\ per\ day \times avg\ number\ of\ seats\ per\ bus}{functional\ population}$	Avg #of buses dispatched per day = 250 Avg # of seats per bus = 35 Functional population = 180,000	(250 x 35)/180,000 = Transit quality of service expressed in seats per capita per day = 0.049
Calculate the transit cost per capita $TCPC = \frac{Avg\ annual\ transit\ cost\ per\ route}{Avg\ number\ of\ seats\ per\ route\ per\ day} \times (1 - \%funded) \times TQOS \times NPVF$	Annual avg transit cost per route = $8,760,000 Avg # of seats per route per day = 875 Funded = 85% TQOS = 0.049 NPVF (25 years,4.3%) = 15.14	($8,760,000/875) x (1 – 0.85) x 0.049 x 15.14 = Transit cost per capita = $1,114.06
Calculate the mobility fee for transit $MF_{Transit} = New\ development\ pop. \times TCPC$	New development population = 114 TCPC = $1,114.06	114 x 1,114.06= **$MF_{Transit}$ for development = $127,002.84** **OR $1,058.36 per SFDU**

Improvements-based Mobility Fee

The second method that may be used to calculate the mobility fee is the improvements-based method developed through previous mobility fee research for the Florida Department of Community Affairs.[22] The cost of planned improvements in the countywide and local mobility plans are pro-rated across development anticipated during the planning period. To ensure that development provides mitigation (mobility fee) for its impacts on the transportation in approximate proportionality to those impacts, the fee should not exceed the amount that would be charged for a consumption-based fee. Planned improvements in adopted mobility plans that address all modes of transportation serve as the cost basis for the fee.

1. Calculate the target funding level (TFL) for the mobility fee

The target funding level (TFL) is the amount of funding that the fee will need to generate to fund planned mobility improvements unfunded by other committed revenue sources. These include motor fuels taxes, local option taxes, development agreements, and general revenue. The portion of planned projects that will address existing backlogs, rather than new capacity, should be treated separately to remove concerns that new development is being charged for existing backlogs. The target funding level is calculated using the following equation:

$$\begin{aligned} &Target\ Mobility\ Fee\ Funding\ Level\ (TFL) \\ &\quad = Cost\ of\ Mobility\ Plan(excluding\ backlog\ capacity) \\ &\quad - Committed\ Revenue \end{aligned}$$

Where

Committed revenue = gas tax revenue, revenue from pre-existing development agreements, etc.

2. Estimate VMT growth

Estimate the expected growth in vehicle miles of travel within the planning area between the base year and the planning horizon year using a travel demand model (FSUTMS/CUBE). This application of FSUTMS/CUBE can be readily accomplished in areas that have an established travel demand model and corresponding long range transportation plan (LRTP). The difference between VMT estimates for the planning horizon and the base year represents the growth in VMT. A correction factor is applied to account for growth in background traffic and pass-by trips. This number may be from 20-40% of the estimated VMT growth.

$$New\ VMT_{Growth} = (VMT_{Horizon\ Year} - VMT_{Base\ Year}) \times CF$$

Where,

$New\ VMT_{Growth}$ = Increased VMT within the planning horizon attributable to new development
$VMT_{Horizon\ Year}$ = Estimated vehicle miles of travel in the planning horizon year
$VMT_{Base\ Year}$ = Estimated vehicle miles of travel in the base year
CF = Correction factor in percent VMT attributable to new development discounts background traffic and pass-by trips

3. Establish the mobility fee rate

The target funding level (TFL) and the new growth in vehicle miles of travel (VMT) are used to calculate the average mobility fee rate. Because it is closely tied to the planned land use

[22] Seggerman, Karen et al. *Florida Mobility Fee Study Phase I Report – Policy Analysis and Methodology*. Florida Department of Community Affairs, March 2009 and *Florida Mobility Fee Study Final Report*. Florida Department of Community Affairs, June 2009.

scenario and corresponding transportation system, *the mobility fee rate should be recalculated every time mobility plans are amended or updated.*

This mobility fee rate is a fixed rate that relies solely on vehicle miles of travel as the controlling factor. The same rate is charged for each estimated vehicle mile of travel regardless of the development's location. The rate is calculated by dividing the target funding level (TFL) by total VMT growth within the planning horizon as follows:

$$Mobility\ Fee\ Rate = TFL \div New\ VMT_{Growth}$$

Where,

New VMT $_{Growth}$ = Increased VMT within the planning horizon attributable to new development
TFL = Target mobility fee funding level

4. Determine the improvements-based mobility fee for a new development

To determine the mobility fee for a new development, the mobility fee rate is multiplied by the estimated vehicle miles traveled of a proposed new development.

$$Mobility\ fee = Mobility\ fee\ rate \times VMT$$

5. Example of improvements-based mobility fee for a new development

Table 3: Example of Improvements-based Mobility Fee for Local Tier

Example Application of the Improvements-Driven Mobility Fee (All Improvements) (Local Tier)		
Calculations assume this for a local mobility plan (local tier) Example development: • 120 single family dwelling units (land use code 210) • 10 trips per day with an average trip length of 7 miles		
CALCULATING THE MOBILITY FEE	**ASSUMPTIONS**	**EXAMPLE**
Calculate the target funding level (TFL) *Target Mobility Fee Funding Level (TFL) = Cost of Mobility Plan – Committed Revenue*	Cost of Mobility Plan = $45 million Committed Revenue = $30 million	$45 million – $30 million = TFL of $15 million
Estimate VMT growth $New\ VMT_{Growth} = (VMT_{Horizon\ Year} - VMT_{Base\ Year}) \times CF$	VMT $_{Horizon\ Year}$ = 11,545,000 VMT $_{Base\ Year}$ = 10,077,000 CF= 65%	(1,154,500 – 1,007,700) x 65% = 1,468,000 x 65% = New VMT$_{Growth}$ = 954,200
Establish the mobility fee rate $Mobility\ Fee\ Rate = TFL \div New\ VMT_{Growth}$	TFL = $15 million New VMT$_{Growth}$ =954,200	$15 million / 954,200 = Mobility Fee Rate = $15.72 per VMT
Determine the improvements-based mobility fee for a new development *Mobility fee = mobility fee rate x VMT*	**Mobility Fee Rate = $15.72 per VMT** **VMT = 120 x 10 x 7 = 8,400**	$15.72 x 8,400 = **Local tier mobility fee for development = $132,048** **OR $1,100.40 per SFDU**

Tiered Mobility Fee

Table 4: Example of Two-Tiered Mobility Fee

Example Application of Tiered Mobility Fee			
Example development: • 120 single family dwelling units (land use code 210)			
TIER	**FEES**		
County (Consumption-based method)		Roadway	Transit
	Development	$1,663,779.68	$127,002.84
	SFDU	$13,864.83	$1,058.36
Local (Improvements-based method)		All Planned Improvements	
	Development	$132,048	
	SFDU	$1,100.40	
Mobility fee = countywide or multi-county tier fee + local tier fee			
Mobility fee for new development = ($1,663,779.68+ $127,002.84) + $132,048= **$1,922,830.52** **Mobility fee for SFDU** = ($13,864.83 + $1,058.36) + $1,100.40 = **$16,023.59**			

The mobility fee will need to cover the cost of transportation needs attributable to new development; this cost may be quite high when compared to current impact fee rates. Studies to date indicate that current transportation impact fees do not cover the cost of transportation needs attributable to new development.

Actual costs per vehicle mile of travel (VMT) may be as high as $500.[23] Single family dwelling unit example: Assuming 10 trips per day, an average of 7 VMT per trip: (10 x 7)/2 x $500 = $17,500 per single family home. This amount is usually credited 20-30% to account for other revenue (i.e., motor fuel taxes) that may be attributed to the development over time. Assuming a 25% credit, the transportation costs for a single family home in some areas of Florida may be $13,125.

How might mobility fees be collected and distributed?

Each local government would administer the mobility fee during the development permitting process, as is the case with current impact fee or concurrency mitigation. The collected fees would be placed in special accounts to be expended in accordance with the procedures identified in the interlocal agreements.

The payment process for phased development will be similar to that for payment of impact fees or proportionate share mitigation by developments of regional impact. Mobility fees will typically be assessed separately for each phase of a proposed development at the time of the development application. A local government and developer may agree to a single up-front payment for several

[23] Discussion with Bill Oliver, Tindale-Oliver & Associates, Inc., August 2009.

phases in accordance with a development agreement. In such cases, monitoring agreements will be needed to ensure that each phase is completed in accordance with the agreement.

The mobility fee legislation specifies that the fee must be "fairly distributed among the entities responsible for maintaining the impacted roadways." Although the legislation refers to "impacted roadways", it also indicates that the current system "is too focused on roadways to the detriment of desired land use patterns and transportation alternatives..." In addition, the Community Renewal Act requires local governments in designated "dense urban land areas" to prepare a mobility plan that address alternative modes of transportation. Therefore, to ensure a mobility fee system that includes alternative modes of transportation, transit facilities maintained by transit agencies should be considered in the fee methodology.

Areas may choose to expend fees on countywide or multi-county priorities in a variety of ways as established in the interlocal agreements. One way may be to spend fees on transportation projects within service areas in order of priority. Another way may be to proportionately distribute collected fee to agencies responsible for maintaining the facilities based on the amount of travel demand anticipated (% state, % county, % transit agency). The fees would then be spent on each agency's relative priorities established in the interlocal agreement. Typically, vehicle travel occurs 40-70% on state roads, 15-20% on county roads, and 8-10% on local roads. Note, however, that improvements that benefit state roads may be made off of the state system. The Tallahassee-Leon County "Significant Benefit Areas" program in the Case Examples is illustrative of how one area accomplished a countywide prioritization process in collaboration with the FDOT and transit provider.

How might fluctuations in other transportation revenue affect the mobility fee?

The method used for calculating the mobility - consumption-based or improvements-based will determine whether fluctuations in other transportation revenue would affect the mobility fee. The first method is based on consumption of the transportation system and average unit costs for planned improvements. Therefore, the fee is not influenced by fluctuations in other transportation revenues. The second method is based on specific planned projects in which the mobility fee makes up a portion of funding that is not provided through other funding sources; a decrease in other funding sources could cause the fee to increase.

A fee developed using either method is influenced by fluctuations in improvement costs, such as the cost of right-of-way, changing design standards, and materials. For example, increased demand for concrete and steel in China earlier in the decade resulted in dramatic increases in the cost of materials to build transportation facilities in the U.S. The cost used to calculate the fee would need to be periodically updated to ensure it is realistic in light of cost fluctuations in the market.

Mobility Fee Implications

Will the mobility fee approach promote compact, mixed use, energy efficient development?

A fee alone is unlikely to influence development patterns. To accomplish this goal, the mobility fee approach calls for increased coordination of the location of transportation improvements with growth areas identified in the future land use element as well as the use of development incentives in designated growth areas. This may include policies adopting development controls, such as phasing of development or urban service area boundaries to guide development patterns. New developments outside of designated growth areas that require a future land use map amendment may be required to fund the cost of additional transportation facilities and services that may be necessary. Amendments may also be required to the mobility plan and cross-jurisdictional agreements as part of the plan amendment approval process.

Adherence to such a plan will influence the location of new growth over time. It will reduce development pressure in areas planned for conservation and preservation and guide development into areas where growth is desired and mobility improvements are planned. In addition, the mobility fee approach rewards development that locates within designated growth areas with expedited review due to the lack of need for complex traffic studies and lower fees based on fewer vehicle miles of travel. Single use developments that locate farther from urban centers will have higher fees based on their higher VMT compared to mixed use developments and those that locate closer to urban centers. This approach is more likely to promote compact, mixed use, and energy efficient development than the current system, which charges the most in areas where growth is desired and subsidizes sprawl development with free transportation system capacity.

Local government comprehensive plans (including local mobility plans) and land development regulations should incorporate policies to reinforce the desired growth pattern, such as establishing minimum land use densities and intensities in designated growth areas. In addition, new development that minimizes new travel demand using identified strategies (e.g. transit-oriented development, or traditional neighborhood development) may be eligible to pay a reduced mobility fee based on anticipated reduction in travel demand. Other possible incentives include mobility fee reductions for:

1) New development or redevelopment within areas with adopted and implemented area-wide parking strategies (i.e., downtowns or regional activity centers);
2) New office buildings that restrict or reduce parking in areas served by adequate transit and/or commit to participation in van-pooling or ride-sharing programs; and,
3) New residential development or redevelopment that supplies residents with free transit passes for a prescribed period of time in areas served by adequate transit.

Alachua County provides three incentives for transit-oriented development (TOD) and traditional neighborhood development (TND) within its planned urban cluster. One incentive allows for greater development density and intensity. Another incentive is the lack of requirement for future land use

amendments or additional zoning approvals. Finally, the multimodal transportation fee methodology will recognize the lower external vehicular impact of these developments resulting in a lower fee. (The Alachua County's Mobility Plan is discussed in Case Examples.)

Such reductions are premised on the potential for such development to promote the use of alternative modes and to reduce vehicular trips on the major thoroughfare system. . Fee reductions should generally be consistent with anticipated reductions in VMT. Mobility plans should include a clear public policy objective for adjusting mobility fees and clearly identify the relationship between the objective and the fee being reduced.

Any fee reduction will lower the amount of fees collected thus possibly impacting the financial feasibility of planned improvements. Therefore, fee reductions should be weighed carefully in light of their potential effectiveness in achieving the desired planning outcomes. Alternatively, the county or multi-county area and local governments could address the fiscal impact of fee reductions by adopting a policy to make up that portion of the reduced mobility fee out of the general fund or other funding sources (see discussion of Atlanta, Georgia impact fee program in Case Examples).

How will future land use map amendments affect mobility plans?

The mobility fee approach is highly dependent upon coordinated land use and transportation planning to ensure that transportation facilities are available to accommodate mobility for new growth. A complicating issue is the willingness of local governments to amend their future land use elements and map in response to development proposals in areas not yet planned for growth or planned for growth at lower intensities. Historically, transportation improvements needed to accommodate such development cannot be funded. Even where the developer may be willing to pay proportionate fair-share mitigation, local and state governments are often unable to fund the balance of the improvement need.

The mobility fee approach attempts to address this issue by requiring applicants seeking development approval within the parameters of existing comprehensive plans to no longer be required to achieve or maintain level of service standards or to address deficiencies through proportionate fair-share mitigation. Rather, they will pay the mobility fee. However, a proposed development outside of designated growth areas that involves a future land use map amendment will be subject to thorough analysis of its impacts to the transportation system. If estimated travel demand requires transportation facilities and services not provided in the adopted mobility plan, then the developer would be responsible for providing the necessary (unplanned) transportation service in addition to the mobility fee. As noted above, amendments may also be required to the mobility plan and cross-jurisdictional agreements as part of the plan amendment approval process.

Will the mobility fee address all transportation needs?

Florida's transportation financing needs include three components, which apply to roads, transit, and other modes: 1) funding transportation services to accommodate new development; 2) funding backlogs and transportation improvements for existing development; and 3) funding

system maintenance and operation. The mobility fee is a transportation system charge to recoup the proportionate cost of transportation system demand generated by new development only; therefore, its role in the transportation funding context is limited.

New development can be required to cover the cost of the travel demand that it creates. However, once systems are provided, stable funding sources are needed to operate, maintain, repair, and replace those systems. Transit systems are minimal or non-existent in many jurisdictions, and establishing or substantially improving a transit system is difficult and costly to accomplish. In addition, no development-related funding mechanisms, including the mobility fee discussed herein, have proven a stable source of operating funds, which is the greatest need for transit systems.

In light of this funding need, an optional transportation utility charge on the system user is also suggested.[24] Such a charge could be made available only to local governments that had exhausted all other local infrastructure funding options provided by statute. This charge would enable local governments to recoup a proportionate share of the ongoing cost of providing, operating, maintaining, rehabilitating, and replacing the transportation system apportioned based on use or a proportionate-share factor. It could also be used to make up any mobility fee reductions, such as those noted above, that a local government may wish to offer as incentives for desired development. Such a charge would need to be clearly authorized in legislation as past efforts to apply such a charge have been deemed an unconstitutional tax under Florida law.

Case Examples

The mobility fee approach combines a variety of current and emerging best practices related to transportation and land use planning and local government development fees. This section explores examples of these practices in action. These examples illustrate only components of the mobility fee approach, as the complete approach has not yet been implemented in Florida or elsewhere.

Mobility Plans and Fees that Address VMT

A number of local governments in Florida are developing fees with a specific focus on vehicle miles of travel. Below are selected examples of local government mobility plans and fee structures sensitive to VMT that were in progress at the time of this research. Also included are a few local government examples from other states. *None fully represent the mobility fee approach, particularly as it relates to intergovernmental agreements and cross-jurisdictional coordination.* Nonetheless, they provide effective illustrations of various aspects of the approach presented in this report.

Alachua County Mobility Plan

[24] See http://www.dca.state.fl.us/fdcp/dcp/MobilityFees/Files/FloridaMobilityFeeStudyPhase1.pdf for a detailed discussion of transportation utility fees.

Alachua County is in the process of amending its comprehensive plan through *Mobility: Alachua County's Plan to Effectively Link Land Use and Transportation*. The plan proposes "to reduce vehicle miles travelled and greenhouse gas emissions per capita by providing for enhanced transportation mobility options in conjunction with land use changes that bring services closer to residents and provide for development densities and intensities that are transit supportive."[25] The plan is complemented by incentives and standards for mixed use development to support transit and involves development of several BRT corridors and stations within the County that would eventually link outlying areas to Gainesville.

The County's mobility plan:

> "is intended to produce [a] transportation and land use system within the Urban Cluster of Alachua County that reduce[s] vehicle miles of travel and per capita greenhouse gas emissions through development of an interconnected multimodal transportation system and makes transportation mode choice a reality by providing for bicycle and pedestrian friendly communities that have the densities and intensities of land use that can be effectively and efficiently served by mass transit."[26]

The County Staff Report and accompanying exhibits, available on the Alachua County Growth Management website, provide a detailed description of the plan.[27] The plan amendment establishing the mobility plan contains changes, additions, and deletions to the capital improvements element, the future land use element, the transportation mobility element, and the intergovernmental coordination element as well as numerous illustrative maps.

The Staff Report categorizes the mobility plan into several key areas:

- Establishing Urban Cluster Transportation Mobility Districts within the Urban Cluster of Alachua County to provide a multi-modal transportation network that reduces vehicle miles of travel and per capita greenhouse gas emissions as required in HB 697 and F.S.163.3177 (6) (b) and to form the basis of a fee based concurrency system inside the Urban Cluster replacing traditional concurrency and proportionate fair share.
- Design standards for Traditional Neighborhood Developments and Transit Oriented Developments to provide for compact, mixed-use development patterns, that will result in a reduction in vehicle miles of travel and per capita greenhouse gas emissions, encourage walking and biking and provide the densities and intensities needed to support transit consistent with the requirements of HB 697 and F.S.163.3177 (6) (a).

[25] Mobility. Alachua County's Plan to effectively link Land Use and Transportation. http://growth-management.alachuacounty.us/TPIF/Mobility%20Brochure.pdf

[26] Alachua County, Office of Planning and Development Staff Report, Application Number: CPA-01-09. April 8, 2009.

[27] Alachua County. CPA 01-09 Mobility: Alachua County's Plan to Effectively Link Transportation and Land Use <http://growth-management.alachuacounty.us/TPIF/cm_docs.php> (04 Jun. 2009).

- A multimodal mobility fee structure that is sensitive to VMT and will incentivize developments such as Traditional Neighborhood Developments and Transit Oriented Developments by recognizing their reduced impact on the major roadway network.
- Identifying the multimodal transportation infrastructure needs that can be reasonably anticipated by the land uses prescribed in the current Comprehensive Plan.
- Shifting infrastructure plans from being solely automobile-oriented so that they also include pedestrian, bicycle and transit infrastructure in a manner that positions those modes to be viable means of mobility in the future.
- Require the establishment of a multi-modal mobility fee as a means to fund the capital costs of the proposed multimodal infrastructure plan.
- Enhanced intergovernmental coordination.

The Future Land Use Element enhances existing policies regarding traditional neighborhood development (TND) and introduces the transit oriented development (TOD) concept. Such developments are granted more units per acre and must be mixed use in nature with emphasis on walking, bicycling, and transit use. Several incentives are offered to encourage TODs and TND recognizing the increased cost of creating these mixed use developments. In particular, policies require that the multimodal transportation fee established in the plan be lower for TODs and TNDs.

The Transportation Mobility Element includes principles to discourage sprawl and encourage efficient use of the urban cluster (urban growth boundary). It also recognizes that congestion may be acceptable in growing urban areas "so long as viable alternative modes of transportation are provided that serve travel demand along the corridor." Various policies in the element address among other things level of service, roadway parameters, guidance for developing transit, and specific plans for each facility on the Strategic Intermodal System (SIS).

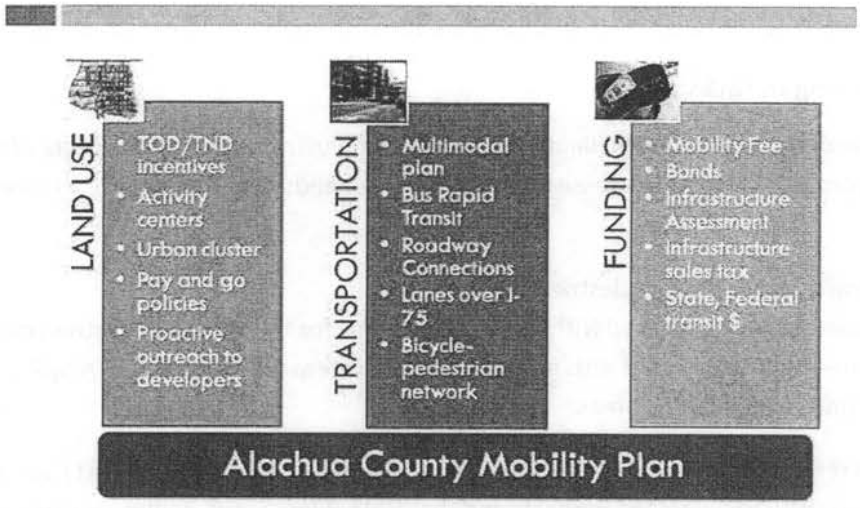
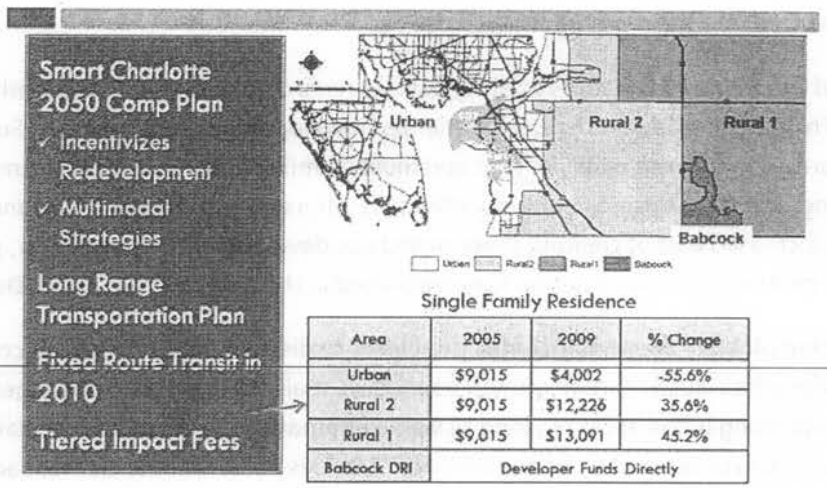


Figure 2: Alachua County mobility plan.

Charlotte County Mobility Planning

Charlotte County, Florida is considering a tiered VMT-based impact fee to complement its mobility planning efforts. The Charlotte County approach involves establishing three zones: urban, rural 2, and rural 1. Total transportation improvement costs for each zone are calculated based on the long range transportation plan. Committed funding is subtracted. Daily VMT is established based on land use and by zone. Net transportation system capacity costs are then calculated for each zone using: a) the capacity of a new facility or expansion of an existing facility, b) the improvement cost by type of improvement and zone, and c) the net transportation improvement cost by zone. The result is that fees outside of the urban zone would be higher by roughly 100% -200% in the rural 2 zone and 150% – 230% in the rural 1 zone. Both zones have outliers that are significantly lower.



Area	2005	2009	% Change
Urban	$9,015	$4,002	-55.6%
Rural 2	$9,015	$12,226	35.6%
Rural 1	$9,015	$13,091	45.2%
Babcock DRI	Developer Funds Directly		

Figure 3: Charlotte County mobility planning includes tiered impact fees.

Mobility Planning in Jacksonville

Jacksonville is undergoing a mobility planning process that illustrates selected aspects of the mobility fee approach. The plan addresses mobility service needs based on service to three basic areas:

1. Downtown – transit and pedestrian focused
2. Suburban – roadway focused with good connections for transit and pedestrian connectivity
3. Exurban – roadway focused with an emphasis on system management of major corridors connecting to the built up areas

The basic areas reflect general trip lengths measured in vehicle miles traveled (VMT). An analysis of trip lengths using the travel demand model found that VMT is less in the downtown area, higher in suburbs, and the highest in exurban areas.

The cost basis of the mobility fee will reflect the need for improvements to all modes and include transportation service improvements. The City is studying current conditions, determining future multi-modal needs, and identifying expected funding and what is unfunded. The concept is a fee that charges all new development based on that portion of the unfunded improvements they consume, with adjustments for desired development practices. The fee will also vary based on the VMT of the area type where a development locates.

Woodinville (WA) Impact Fee Program

The City of Woodinville, Washington (pop 9,900) north of Seattle has a transportation impact fee ordinance that includes a fee schedule reflecting varying VMT characteristics by region of the City. The City combined its traffic analysis zones (TAZs) into four separate service areas and used its transportation demand model to forecast the VMT created by each development that applied for a permit. The impact fee varies by service area based on the average VMT impact in that district.

The City also developed a simple transportation impact fee worksheet to assist applicants in determining their fee. This is also an example of the type of simple fee program that could readily be administered by a small town or rural county. Figure 4 illustrates the services areas along with an excerpt from the simple worksheet used for calculating the transportation impact fee.

Vehicle Miles Traveled (VMT) Impact Per Trip Generated:

Select applicable Transportation Service Area (TSA) and Land Use Category

Enter VMT value from the applicable column and row below:

TRANSPORTATION SERVICE AREA (TSA)		RESIDENTIAL DEVELOPMENT	RETAIL ACTIVITY	NONRETAIL NONRESIDENTIAL ACTIVITY
1	*Leota*	1.56	1.46	1.44
2	*The Wedge*	0.75	1.02	0.76
3	*West Ridge* Valley Industrial *Tourist District*	0.80	1.25	1.11
4	*Town Center North Industrial*	0.90	1.02	0.85

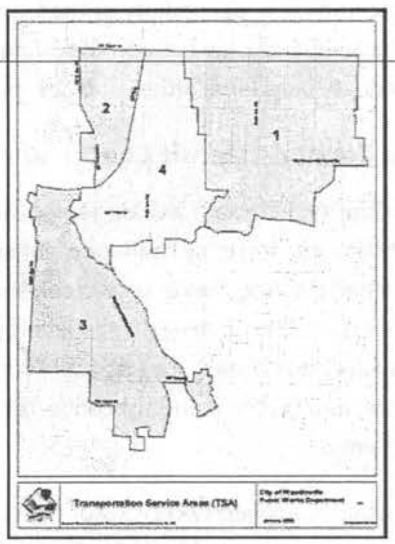


Figure 4: Simple service areas and VMT worksheet of the small town of Woodinville (WA).

Expenditure on Alternative Modes and Trip Reduction

In addition to implementing VMT-focused impact fees, some local governments spend development fee revenues on alternative modes and trip reduction strategies. California, in particular, has been a leader in this arena due to statutory requirements related to reducing greenhouse gas emissions. For example, a study of traffic impact fees by the Santa Barbara County Association of Governments (SBCAG) found that even in the mid-90s more than 10% of SBCAG

municipalities allocated a portion of transportation impact fee revenues for alternative transportation mode improvement.[28] Examples of alternative transportation modes funded by impact fee revenues include "new or upgrades of existing bicycle and pedestrian facilities, signage programs, transit capital improvements (new buses, shelters, terminals), bus pull-outs, rideshare/carpool and parking management programs, park and ride lots and light rail station improvements."[29] This section explores examples of the use of fee revenues for alternative modes and trip reduction strategies.

Palo Alto Impact Fee and Expenditure Plan

The Palo Alto (CA) Transportation Impact Fee Ordinance and Expenditure Plan is an example of how a local government might invest impact fee revenues in accomplishing both multimodal improvements and advancing regional trip reduction targets. The impact fee program advances a policy in the City's comprehensive plan to provide effective alternatives to automobile travel and reduce vehicle trips by 10% Citywide by the year 2010, in accordance with California law.

The City charges new development for 7.6% of the cost of the transportation expenditure plan. This represents the proportion of 2025 vehicle trips that are expected to be generated by new development. All trips that originate or terminate at a new development are counted excluding pass-by trips. Proceeds from the impact fee contribute toward expanding the person trip (as opposed to vehicle trip) capacity of the City's multimodal transportation system. The impact fee revenue expenditure plan includes citywide transportation demand management, expanded shuttle service, bicycle facilities, and computerized traffic management.

Broward County's Transit Concurrency Assessments

Broward County, Florida is working to advance transit through fees administered under a transportation concurrency management system in place from 2005-2009, revised in 2009. Within an established district, fees assessed are spent on transit. Specific justifications for the new system were that: (1) most non-vested new developments were having to mitigate for concurrency, unless within an exception area; (2) acceptable concurrency mitigation measures were becoming scarce in many areas, and (3) the standard concurrency system was not amenable to supporting transit improvements.

Broward County applied two types of concurrency districts—transit-oriented concurrency districts and standard concurrency districts. These districts are defined in the Broward County Code both geographically and conceptually. A Standard Concurrency District is defined as an area where roadway improvements are anticipated to be the dominant form of transportation enhancement. A Transit Oriented Concurrency District is a compact geographic area with an existing network of

[28] A. Lawler and M. Powers. *Traffic Impact Fees–Survey Results*. American Planning Association, California Chapter, undated (circa mid to late 90's); Ann Lawler. *Traffic Impact Fees Survey*. Santa Barbara, CA: Santa Barbara County Association of Governments, May 1997.

[29] Lawler and Powers, 1997.

roads where multiple, viable alternative travel paths or modes are available for common trips (a Transportation Concurrency Management Area, or TCMA, under Florida Statutes).

The distinction is important, because each type of concurrency district carries with it a different set of standards for adequacy determination. The LOS standards for roadways are conventional, whereas, the relevant LOS standards for transit-oriented concurrency districts address transit headways and the establishment of neighborhood transit centers and additional bus route coverage, and are broken down on the individual district level. The transit quality/level of service standards are provided in Table 5.

Table 5: Broward County Transit Quality/Level of Service Standards

North Central District	Achieve headways of 30 minutes or less on 90% of routes. Establish at least one neighborhood transit center. Establish at least one additional community bus route. Expand coverage area to 53 percent.
Central District	Achieve headways of 30 minutes or less on 80% of routes. Establish at least one neighborhood transit center. Establish at least two additional community bus routes.
Port/Airport District	Establish at least one additional community bus route.
Overall	Increase number of bus stop shelters by 30 percent. Maintain the maximum service volumes on arterial roadways within each District.

The County charges an assessment, the Transit Concurrency Assessment, as a vehicle for meeting concurrency requirements in Transit Oriented Concurrency Districts. The Transit Concurrency Assessment is calculated as the total peak-hour trip generation of the proposed development, multiplied by a constant annual dollar figure for each District, that represents the cost per trip of all the enhancements in that District listed in the County Transit Program.

Revenues from the assessments are used to fund enhancements to the County Transit Program (established by the County Commission) located in the district where the proposed development will occur. The County also uses revenues to fund up to three years of operating costs for these enhancements.

Under certain circumstances, a developer may opt not to pay some or all of the Transit Concurrency Assessment, and may instead implement or participate in implementing an alternative transit improvement. This alternative improvement must be intended to enhance transit ridership, and cannot focus predominantly on the occupants or users of the applicant's property. The alternative improvement must be determined to be beneficial to the regional transportation system within the relevant district.

Revisions made to the system in 2009 included renaming the districts from TOC Districts to Transportation Concurrency Management Areas (TCMAs). In addition, level of service standards in the TCMAs became a mixture of transit provision and transportation system management efforts.

Coordinating Land Use and Transportation through Scenario Planning

The Gainesville Metropolitan Transportation Planning Organization conducted land use scenario planning during their 2020 LRTP update. Four different land use scenarios were analyzed. The first assumed a continuation of the growth Gainesville had experienced over the last several decades, particularly to the west. The second assumed a compact growth scenario in which future growth was encouraged in the traditional urban core. The third assumed a town/village center growth pattern in which several relatively dense mixed-activity centers grew up in the region. And the fourth assumed a radial development pattern in which growth was promoted along predetermined corridors radiating out of the city center. The MTPO adopted a land use vision that was a hybrid of the land use scenarios considered and then developed a transportation plan that supported this community vision.

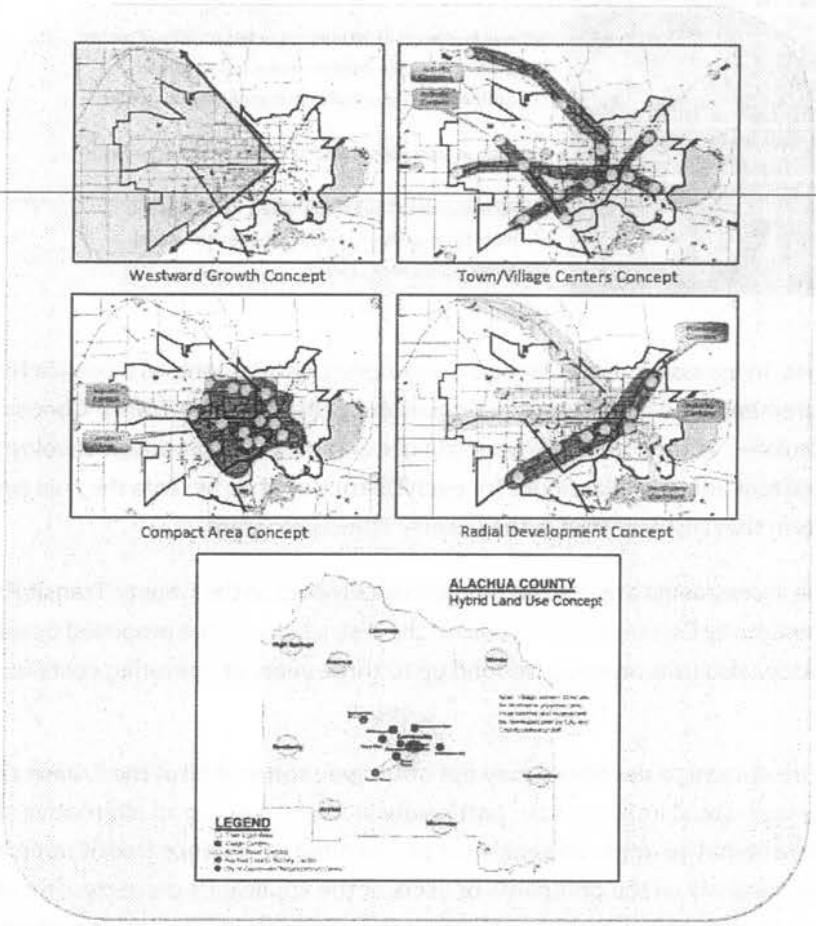


Figure 5: Scenario planning in the Gainesville metropolitan area.

Intergovernmental Agreements for Funding Project Priorities

Fee sharing arrangements and collaborative cross jurisdictional priority setting are other key elements of the mobility fee approach. The Tallahassee-Leon County Significant Benefits Zones procedure for administering proportionate fair share mitigation is one example of how this can be achieved. It also illustrates the concept of large service areas for administering mitigation fees and fee expenditure on alternative modes of transportation.

Leon County entered a Memorandum of Agreement (MOA) in January 2009 with the City of Tallahassee and Florida Department of Transportation on a common methodology for applying proportionate fair share funds to improvement projects on City, County, and SIS roadways.[30] The City of Tallahassee and Leon County are divided into five large zones for purposes of administering the program (Figure 6). The fifth zone, which represents the City of Tallahassee urban core area, was designated a multimodal transportation district by amendment to the comprehensive plan.

A tiered list of transportation projects were adopted within the agreement for each of the five zones. The top or first priority projects are designated as Tier A, and the second priority projects as Tier B. The roadway capacity projects in the list are to be included in a CIP approved by at least one of the parties within one year of the effective date of the MOA. Each party may add additional project priorities for future funding at any time, pursuant to the written approval of all parties to the agreement.

Each development's proportionate fair share contribution is based upon the impact the development has on deficient roadway segments. The proportionate fair share funds collected within each zone are pooled to be allocated to the tier project located within that zone. Where no roadway capacity projects are identified in the CIP to address the capacity deficiency of an impacted roadway segment, then all of the proportionate fair share funds generated within that zone will go to Tier A "substantial benefit projects" until 100% of the project funds are collected. At that point, a Tier B substantial benefit project for the zone may be moved to Tier A.

This cycle will repeat automatically with no approvals required by the City or the County, and no additional concurrence required by FDOT as long as the roadway capacity project is in a CIP approved by at least one of the parties. Addition of new roadway capacity projects to the list must be approved in writing by all parties to the MOA. Should 100% funding not be collected by any party for the top Tier A projects in each zone by the end of the tenth year, the CIP reflecting the Tier A projects must be extended another five years.

Upon approval of the MOA, the City and County will inform the Capital Region Transportation Planning Agency so that the 5-year Transportation Improvement Program will be updated as needed. Local proportionate share funds allocated for identified significant benefit transit, bicycle facilities, and sidewalks projects will be directed to the jurisdiction impacted by the proposed development. A provision is also made in the MOA for the City and County to enter into an

[30] *Memorandum of Agreement between City of Tallahassee and Leon County and Florida Department of Transportation*, October 2008.

interlocal agreement to jointly fund and prioritize transit, bicycle facilities and sidewalks within the applicable zones.

The City and County must provide an annual report to all parties by March 1st of each year, beginning March 1, 2009. The annual report must provide a detailed accounting of proportionate share funds collected, as well as a listing of all transit, transportation, bicycle facilities, and sidewalk capital projects added within each zone in which proportionate share funds are directed.

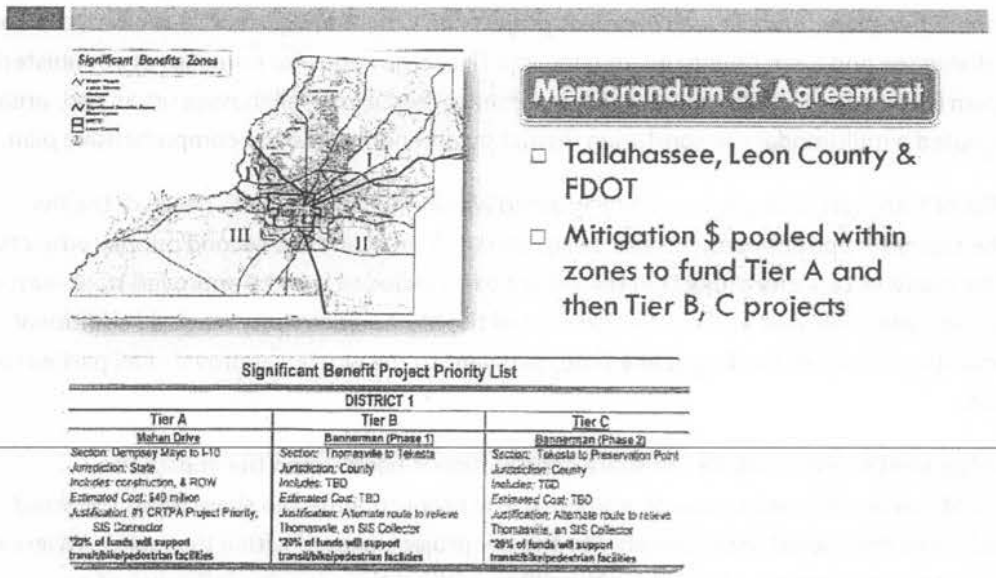


Figure 6: Tallahassee-Leon County Significant Benefits Mitigation Program.

Service Areas and Offsets

The mobility fee approach provides flexibility in administering fees related to major transportation facilities through the designation of large service areas for expenditure of fees. It also provides for the use of fee offsets as incentives for transit oriented development, job creation or other public policy objectives. In turn, it suggests the use of public revenues to "make up" for those offsets where they may not be directly proportionate to anticipated reduction in VMT. This section includes an example from Atlanta, Georgia that illustrates some aspects of these concepts.

Atlanta, Georgia Transportation Impact Fee Program

Atlanta, Georgia adopted a citywide impact fee service area for transportation. The service area and benefit district are the same, providing maximum flexibility for fee expenditures. The benefit link to fee paying developments is that fees are based on arterial roadways, which provide citywide transportation service. Fees may be expended on planning, design, or construction of arterial or collector roads designated in the long range road classification map, including bridges, rights-of-

way, traffic signals, sidewalks and landscaping, and any local components of state or federal highways.

The fee is determined based on the average cost to construct a lane mile of capacity at LOS D ($1495) and a VMT/VMC ratio of .75 rather than 1 is used in calculating the fee. Construction credits are provided for developers that construct programmed improvements used in calculating the fee. The City provides a 50% reduction in transportation impact fees for projects within 1000 feet of walking distance (measured by walking path or sidewalk) of a Marta rail station or bus stop to reflect the potential for increased transit usage and reduced travel demand.

Full exemptions are provided for Empowerment Zones and Linkage Communities – federal designations for economic development of low-income areas - and for projects that provide affordable housing (50% to 100% credit depending on ADA accessibility). The City may also designate a major job-creating development as an economic development project and exempt that project from impact fees as well, providing the required numbers of employees are hired from within the neighborhood or the City.

These exemptions are subject to a requirement that the City make up the difference in lost transportation impact fees through the capital improvement program somewhere in the City. The reduction for Marta area development is not subject to this reimbursement requirement as the property tax revenues from such transit-oriented development are anticipated to be sufficient to offset the loss of impact fee revenues.

Economic Considerations

The Community Renewal Act states "The final joint report shall also contain, but is not limited to, an economic analysis of implementation of the mobility fee, activities necessary to implement the fee, and potential costs and benefits at the state and local levels and to the private sector." The economic impact of the mobility fee approach cannot be estimated precisely; however, the following possible impacts may be considered.

It is anticipated that the mobility fee approach will replace proportionate fair-share mitigation (sub-DRI) and proportionate share mitigation (DRI) where designated in local government comprehensive plans. Local transportation impact fees will become the local tier of the mobility fee when adjusted to avoid double-charging and increase sensitivity to VMT. It should be noted that mobility fees are only a portion of Florida's transportation funding and existing sources will still be needed to address deficiencies, operate, maintain, repair, and replace the existing transportation system.

Also, unless the fees outside the areas of desired development accurately reflect transportation demand, coupled with strong comprehensive planning elements encouraging dense activity centers, then cheap land and easier to improve urban amenities (sewer, water, roads, etc.) will outweigh the incentives for desired growth patterns, and sprawl continues as before.

1. The mobility fee will need to cover the cost of transportation needs attributable to new development; this cost may be quite high when compared to current impact fee rates. Studies to date indicate that current transportation impact fees do not cover the cost of transportation needs attributable to new development.

   Actual costs per vehicle mile of travel (VMT) may be as high as $500.[31] Single family dwelling unit example: Assuming 10 trips per day, an average of 7 VMT per trip: (10 x 7)/2 x $500 = $17,500 per single family home. This amount is usually credited 20-30% to account for other revenue (i.e., motor fuel taxes) that may be attributed to the development over time. Assuming a 25% credit, the transportation costs for a single family home in some areas of Florida may be $13,125.

   The state average county transportation impact fee for a single family unit (3 BR, 2,000 sf on 10,000 sf lot) was $2,937. Collier County adopted the highest rate at $8,884 and Monroe County the lowest at $430.[32]

2. The mobility fee would be adopted throughout the state resulting in an increase in funding available for transportation. Forty-one or 62% of Florida counties had adopted transportation impact fees as of 2007. Seventy-one of 408 municipalities reported transportation impact fee revenues in 2006.

3. The mobility fee is subject to market fluctuations. Any fee on new development will fluctuate with economic boom and bust cycles. Therefore, it will be difficult to rely on estimated revenue streams from the mobility fee. For example, during the current economic downturn, many local governments have suspended or reduced impact thus reducing the feasibility of assessing a onetime fee to pay for transportation infrastructure.

4. Local government will still need other transportation funding mechanisms particularly for a multimodal system. Mobility needs in Florida go beyond what is demanded by new development. Compact, mixed use development is dependent on alternatives to the single-occupancy vehicle such as various types of transit and transportation demand management strategies in addition to bicycling and walking.

   Capital facilities as well as long term operating costs for transit cannot be funded through a onetime payment of a mobility fee that is dependent on new development. Therefore, local governments must have optional mechanisms for funding these mobility needs. The legislature has authorized a number of local option taxes for transportation purposes

[31] Discussion with Bill Oliver, Tindale-Oliver & Associates, Inc., August 2009.
[32] Antonio Apap and Dana L. Cicheskie, "Do Impact Fees pay for The Infrastructure Costs Required by New Developments?" Journal of Business & Economic Research 6.7 (2008), p. 73.

including motor fuels taxes and sales surtaxes as shown in the following tables and figure.[33] One reason more local governments do not implement local option taxes is the requirement for a referendum. An additional option may be allowing enactment of surtaxes by a majority or supermajority of the county commission, particularly the Charter County Transportation Surtax.

Table 6: Florida Counties Levying Optional Motor Fuel Taxes

	Eligible	Levying	Purposes	Adoption
Ninth Cent § 336.021(1)(a), F.S.	67	49	Transportation	Referendum/ Extraordinary vote
1 to 6 Cent § 336.025(1)(a), F.S.	67	67	Transportation	Referendum/ Majority
1 to 5 Cent § 336.025(1)(b), F.S.	67	21	Transportation Capital	Referendum/ Majority plus 1

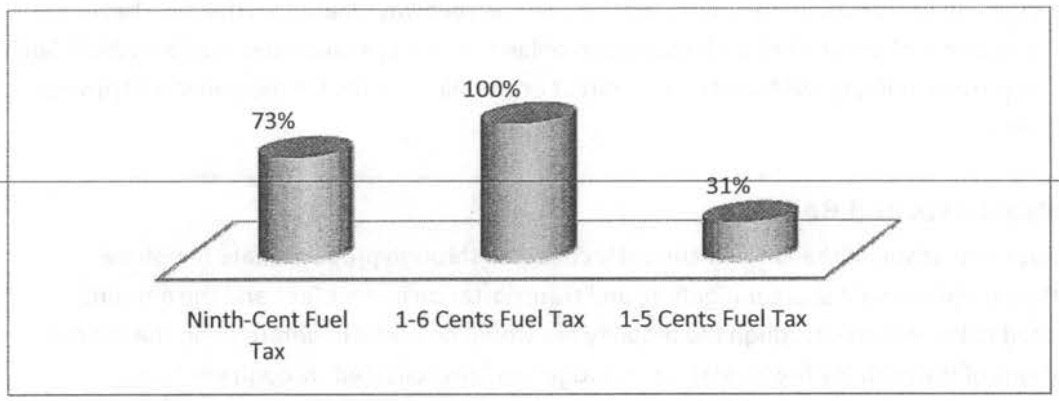


Figure 7: Use of local option fuel taxes by Florida counties.

Table 7: Florida Counties Levying Optional Sales Surtaxes

	Eligible	Levying	Purposes	Adoption
Charter County Transportation System §212.055(1),F.S.	7	2	Transit/Roads	Referendum
Local Government Infrastructure §212.055(2)	67	20	Infrastructure	Referendum
Small County (pop , 50,000) §212.055(3)	31	28	Any	Referendum

[33] Information from "Utilization of Local Option Fuel Taxes by Florida Counties in Fiscal Year 2009-10," Florida Legislative Committee on Intergovernmental Relations, November 2009.

Broward County and other urban counties that have fully exercised current local options still do not have adequate revenue for transit operating costs. When other mechanisms authorized by legislation have been exhausted, a transportation utility fee could offer additional transportation mobility funding in Florida. The resulting revenue may be used to fund all aspects of transportation mobility, including operations and maintenance. The utility fee could be structured to equitably reflect the average estimated use of transportation facilities and services by land use.

5. The flexibility to spend mobility fees on transportation improvement priorities, coupled with integrated land use and transportation plans and strategies offers, greater potential for improved mobility, reduced congestion, , and more efficient movement of people, goods, and services. Congestion management strategies (i.e., incident management, intersection operations improvements, service patrols, automated signing, etc.) can produce significant improvements in transportation system efficiency. For example, improvements made in 2005 to the SMART SunGuide Transportation Management Center (TMC) in Broward County, improved the average roadway clearance (the time between awareness of an incident and restoration of lanes to full operational status) by 18%.[34] Such improved mobility will translate into direct economic benefits for the public and private sector.

Potential Costs and Benefits

A revenue comparison of the amount currently collected through proportionate fair-share mitigation, proportionate share mitigation, and transportation impact fees and the amount anticipated to be collected through the mobility fee would be useful in determining the overall implications of the mobility fee in relation to mitigation fees collected through existing transportation concurrency management.

State Costs and Benefits

Potential state costs to implement the mobility fee approach include:

1. Developing implementation processes and procedures;
2. Performing mobility plan review and comprehensive plan reviews;
3. Developing public workshops and publishing and distributing policy guidelines containing criteria and options to assist local government in mobility planning;
4. Developing processes and procedures for monitoring mobility planning efforts;
5. Coordinating plan horizons of local governments and various transportation planning agencies; and
6. Re-assessing state level of service (LOS) standards and modifying Rule 14-94.

Potential state benefits of implementing the mobility fee approach include:

[34] Florida Department of Transportation District IV, *2006 Annual Report Smart SunGuide TMC*, undated, [http://www.smartsunguide.com/PDF/Annual%20Report%20-%20screen%20V2.pdf] Accessed October 14, 2009.

1. Mitigation funding would be more predictable;
2. An increase in mitigation funding would be spent on or toward relieving impacts to the state system; and
3. Coordination on transportation planning between state and local governments.

Local Government Costs and Benefits

The mobility fee will not reduce the percentage of a state tax shared with counties or municipalities. The bill does not reduce the authority that municipalities have to raise revenue. Administrative costs will likely be covered by the fee and should be nominal.

Extensive public and intergovernmental review and coordination will likely be necessary to achieve agreement on rates and processes. However, when systems are in place, ease of administration will increase over current transportation concurrency management.

Potential local government costs to implement the mobility fee approach include:

1. Coordinating and establishing countywide scenario planning, including cost of agreements;
2. Amending comprehensive plans to advance the regional vision through phasing of transportation facilities and services provision; including processes and procedures (may involve hiring of consultants);
3. Coordinating comprehensive planning horizons with various transportation planning agencies;
4. Performing updates every five years; and
5. Loss of proportionate fair share and proportionate share mitigation.

Potential local government benefits to implementing the mobility fee approach:

1. Common countywide or larger area fee structures may reduce need for individual fee studies and update (economies of scale);
2. Volume of plan amendments may decline in time due to increased mitigation costs for development requiring comprehensive plan amendments and unplanned transportation system improvements;
3. Decreased need for review of complex transportation studies associated with transportation concurrency management; and
4. Likely to increase fee revenues over existing impact fees.

Private Sector Costs and Benefits

The mobility fee approach favors development that locates in accordance with local government comprehensive plans. This should result in expedited local development approval within desired development locations.

Potential costs to the private sector include:

1. Some job loss may occur in the planning and engineering industry among consulting firms that devote large portions of their practice to transportation impact analysis associated with concurrency, particularly large-scale development and DRIs; and

2. Fee is assessed to all new development.

Potential benefits to the private sector include:

1. Increased equity of required mitigation (i.e., all new development is required to contribute its fair share rather than only when triggering a transportation system deficiency)
2. Increased predictability of mitigation costs; and
3. Decreased time associated with development approval when located within planned growth areas.

CONCLUSION

The mobility fee approach presented in this report builds on previous research for the Florida Department of Community Affairs and attempts to address the goals for a mobility fee contained in the Community Renewal Act. Because the mobility fee is designed to charge development only for the transportation service it will consume, it ensures "that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts." It also provides a more effective and predictable approach to addressing transportation system needs attributable to new growth in accordance with the Community Renewal Act Section 13. (1)(a). By charging all new development rather than only those that trigger deficiencies, it also provides a more equitable approach.

The approach would replace existing transportation concurrency management regulations with a countywide mobility plan that coordinates future land use plans with the provision of transportation facilities and services. The timing aspects of concurrency would be addressed in the context of a mobility plan that is integrated into the planning horizon of the comprehensive plan including future land use, transportation and capital improvements. Although the approach involves certain challenges, such as countywide or multi-county coordination on mobility planning and improvement priorities, it will result in a simpler and more streamlined development review and approval process. This benefits both local government and the development community.

However, statewide implementation of the mobility fee approach will require additional study, including one or more pilot programs. In addition, implementation tools to assist local governments should be developed. Areas for additional study and development include:

- Compare revenue collected for transportation system improvements under current transportation concurrency systems and local transportation impact fees with anticipated mobility fee revenue.
- Develop model interlocal agreements to clarify the role of local governments within established countywide or regional frameworks.
- Develop minimum best practices/standards for mobility plans, including supporting land use strategies.

- Develop training materials and provide training, technical assistance, and peer to peer technical support opportunities via webinars, workshops, and other means.
- Clarify specific aspects of the approach, in particular, the methodology for calculating and distributing the fee. Evaluate the use of FSUTMS in the methodology.
- Outline a pilot program for implementing the fee in different area types (e.g. multi-county, countywide urban, countywide rural).
- Revaluate existing roadway level of service standards, particularly the reliance on peak hour analysis, and explore possibilities for more comprehensive performance/quality of service standards

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FLORIDA MOBILITY FEE STUDY

Final Report

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Florida Mobility Fee Study

Final Report

Executive Summary

This report provides a working concept and methodology for application of a mobility fee in Florida. It also addresses some policy and practical implications of implementing such a fee and illustrates the approach through hypothetical testing in Alachua County, Florida. Alachua County was chosen as a suitable area to test the mobility fee methodology due to the existence of a multimodal mobility plan and the County's desire to implement a mobility fee. Additional research is needed to address specific legislative requirements signed into law in June 2009.

Alternative Approaches Considered

Three approaches covering a range of possibilities were initially reviewed for possible application as a mobility fee. They include: (1) a road user fee paid by all roadway users and applied on a statewide basis, (2) an impact fee modified for sensitivity to vehicle miles traveled, and (3) an adapted transportation utility fee assessed on all property within an established district based upon estimated use of the utility (i.e., transportation system).

Each approach was evaluated in terms of its effect on vehicle miles of travel (VMT), consistency with growth management objectives, equity, ease of implementation, and flexibility as a revenue source for the entire transportation system. The relative attributes of each approach are provided in Table ES-1.Considering these attributes, a working concept for a mobility fee was developed for consideration in Florida. The road user fee, while a stable revenue source, poses complex implementation challenges and therefore was not selected for further analysis at this time.

Mobility Fee Working Concept

The mobility fee working concept is an impact fee on new development that is modified for sensitivity to vehicle miles traveled (VMT). A transportation utility fee is also suggested as an optional mechanism for use in urban centers and along transit corridors to fund localized mobility needs including transit operating expenses.

Modifying the standard impact fee equation to increase sensitivity to VMT will reward developments that locate in or near urban centers and those that offer a balanced mix of uses with lower fees. This would help foster compact, mixed use development. All new development would be subject to the impact fee proportionate to the impact of that development on the transportation

The working concept for a mobility fee is an impact fee that is modified for sensitivity to vehicle miles traveled. The transportation utility fee is also suggested as an optional mechanism for urban centers to fund localized mobility needs and transit operating expenses.

system. Application of the fee to all new development would result in equitable treatment among developers in a given region.

Table ES-1: Mobility Fee Working Concept Attributes Comparison

FINANCING FEATURE	WORKING CONCEPT		APPROACH 1 ROAD USER FEE	APPROACH 2 MODIFIED IMPACT FEE	APPROACH 3 ADAPTED TRANSPORTATION UTILITY FEE
	IMPACT	UTILITY			
FOSTERS COMPACT, MIXED-USE DEVELOPMENT	Yes	Yes	Yes	Yes	Yes
ASSESSMENT BASE	New development	All properties in the district	All road users	New development	All properties in the district
MULTIMODAL REVENUE	Moderate	High	High	Moderate	High
CAPITAL REVENUE	High	High	High	High	High
OPERATIONS/MAINTENANCE REVENUE	Low	High	High	Low	High
REVENUE PREDICTABILITY	Cyclical	Stable	Recurring / Stable	One-time payment / Cyclical	Recurring / Stable
BACKLOG FINANCING	No	Yes	Yes	No	Yes
ASSESSMENT VARIES BY VMT OR LOCATION	Yes	Yes	Yes	Yes	Yes
EASE OF IMPLEMENTATION	Moderate	Moderate	Difficult	Moderate	Moderate

A limitation of any impact fee is that revenue depends upon growth and is therefore cyclical. Although it provides funding for new capacity, revenue sources for backlogs, operations (particularly transit), and maintenance would still be needed. Given these limitations, the working concept also proposes an optional transportation utility fee for application in urban centers. The utility fee would be most beneficial to urban counties and municipalities with transit service and localized multimodal needs, particularly where all other optional revenue sources have been exhausted.

Because it is assessed on all system users, the transportation utility fee is a stable revenue source. By supporting expansion of modal alternatives within urban centers, it is expected to have some impact on reducing VMT and fostering compact, mixed use development. A current impediment to its use in Florida is the Florida Supreme Court ruling that a transportation utility fee is a tax and therefore not presently authorized under Florida law. Enactment of such a fee would therefore require legislation defining transportation facilities as a utility, or otherwise addressing this concern.

Planning and Institutional Considerations

Ideally, the mobility plan and corresponding mobility fee would be adopted on a countywide or regional basis. Regional coordination of the mobility plan, a consistent fee structure to influence VMT, and equitable distribution of revenues and improvements are recommended components of a mobility fee program. Existing regional structures that may be considered for this purpose include intergovernmental agreements, metropolitan planning organizations, regional transportation

authorities (e.g. TBARTA), regional planning councils, or regional planning collaboratives (e.g. myregion).

The working concept estimates VMT using travel demand modeling software both to develop the fee and to determine the VMT associated with new developments during development review. The Florida Standard Urban Transportation Model Structure/Cube Voyager (FSUTMS/Cube) is recommended due to its acceptance in transportation impact assessment and MPO long range transportation planning throughout Florida. Travel demand models are available in nearly every location in Florida, with the current exception of the counties between Tallahassee, Jacksonville, and Gainesville that lack significant roadway networks.[1]

Cost Basis

Planned improvements in an adopted mobility plan that addresses all modes of transportation will serve as the cost basis for the fee. As a local, county, or regional mobility plan is developed, the cost of individual projects implementing the plan must be estimated. This target funding level (TFL) is the amount of revenue that the fee will need to generate to fund planned mobility improvements in light of other committed revenue sources. The proportion of planned projects that will address existing backlogs, rather than new capacity, should be treated separately and not included in the target funding level.

Determining the Fee Rate

Calculating the mobility fee rate begins with an estimate of the expected growth in vehicle miles of travel in the region between the base year and the planning horizon year using a travel demand model (FSUTMS/CUBE). The difference between these VMT estimates represents the growth in VMT within the county or region. This application of FSUTMS/CUBE can be readily accomplished in areas that have an established travel demand model and corresponding long range transportation plan (LRTP). Any changes to the model needed to accommodate the mobility fee approach can be made at any time or during the next LRTP update. This approach closely ties the mobility fee to the planned land use scenario and corresponding transportation system. Accordingly, the mobility fee rate should be recalculated when the mobility plan is amended or updated.

The target funding level and the total VMT growth may then be used to calculate the mobility fee rate. Two options are provided for calculating the mobility fee rate per vehicle mile of travel – an average rate (fixed rate), or a location-based rate (variable rate) that varies by planning area.

Average rate

The average rate is a fixed rate that relies solely on vehicle miles of travel as the controlling factor. The rate is calculated by dividing the target funding level (TFL) by total VMT growth within the planning horizon.

[1] Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Taylor, and Union Counties are not included in any of Florida's travel demand models. Baker and Putnam Counties are being added to the Northeast Regional Planning Model. Jefferson County is being added to the Capital Region TPA Model.

In this option, the same fee is charged for each estimated vehicle mile of travel regardless of the development's location within the planning areas of the county or region. The farther a development is located from an urban center, the greater the number of vehicle miles traveled and, therefore, the higher the mobility fee.

Location-based rate

The location-based rate varies the rate assessed per VMT according to where the development is located. This requires designating certain area types across the region. For the working concept, three area types were defined - urban center, urban reserve, and rural. However, additional area types and those of differing descriptions could be established depending on the characteristics of the region.

Counties and regions will differ widely in terms of the number and size of the planning areas they define. Therefore, to calculate a location-based rate that will achieve the estimated target funding level relative to VMT growth within each planning area, it is necessary to standardize these areas as described in the report. These calculations will weight the fee for each planning area according to the size of the planning area and its relative VMT characteristics. The resulting fee will be lower in urban centers (e.g. urban core, activity centers, transit corridors, villages) and proportionately higher for each subsequent planning area, based upon its distance from the centers.

Applying the Mobility Fee

The final step is to apply the mobility fee to the estimated vehicle miles traveled of each proposed new development. The fee would be administered locally during development review. The same travel demand model used to develop the fee rates, FSUTMS/CUBE, should be used to estimate VMT for new development. The mobility fee for a new development is equal to the computed VMT of the development multiplied by the mobility fee rate.

The travel demand model VMT computation may be performed by technical staff within the county/region or a qualified consulting firm subject to institutional review. Using travel demand modeling to determine the VMT may be unwieldy for applicants of small developments, small communities, and/or rural counties. A general mobility fee table could instead be developed by averaging trip length by planning area. This table would be useful for small developments as well as local governments with limited technical expertise.

Conclusion

This report presents the results of an exploratory analysis of mobility fee applications in Florida. It proposes an impact fee that is modified for sensitivity to vehicle miles travelled. The approach presented here anticipates regional cooperation in the development and adoption of a mobility plan that includes all transportation modes.

A number of existing systems and fees may be affected by implementation of the mobility fee working concept. Further development of a mobility fee concept might address the relationship of

the mobility fee to transportation concurrency management systems, local government impact fees, DRI proportionate fair share, and proportionate fair share mitigation. Depending on plans for existing impact fee revenue, abandoning existing fees may cause a mobility fee to be very high, particularly if addition funding mechanism is not an option.

Consideration also must be given to legal limitations of the mobility fee. Because the proposed mobility fee concept is an impact fee, certain concerns arise in applying an improvements-driven method of determining the fee. One is whether the fee may be construed as requiring new development to pay for backlogs, which is expressly prohibited by statute. As proposed, the working concept requires the proportion of planned projects that will address an existing backlog to be separated from the target mobility fee funding level. Another concern is the nexus required between the impact fee and multimodal improvements established by the mobility plan. A method to address this concern will need to be clearly defined as part of the mobility fee program.

Another issue is whether the fee will serve as an adequate incentive for compact urban development. Transportation concurrency management is not the only barrier to urban infill and redevelopment. Difficulty in amassing property, complex development requirements, contemporary land development codes and standards, and lengthy development approval processes all increase the cost of infill.

Local governments should create additional incentives to encourage infill development by addressing these other barriers. Mobility fee reductions or waivers, often considered incentives, can adversely impact transportation revenues and increase funding shortfalls and, therefore, should be limited to maximize implementation of the regional mobility plan. The amount of any mobility fee reduction should be offset by clear benefits to the mobility plan. An alternative funding source (i.e., general fund, tax increment financing, or transportation utility fee) should also be identified to make up revenue lost by granting impact fee reductions or waivers.

The proposed working concept suggests the development of a regional mobility plan. However, localized mobility needs clearly also need to be addressed. Such needs may require another funding alternative, such as a transportation utility fee. Alternatively, a local impact fee may also be needed to fund localized improvements not reflected in the mobility plan. This raises additional concerns relative to cost of infill and the need to avoid double-charging development for its impacts.

The proposed methodology relies on Florida's existing travel demand model, FSUTMS/CUBE. Because the model was not designed for this purpose, further research will be needed to ensure its adequacy for the task.

Finally, a mobility fee in Florida should be clearly authorized by statute. The statute should identify under what circumstances the fee may be implemented, including planning considerations and institutional arrangements. It should also consider provisions of recent legislation, including HB 697, HB 7135, HB 227, HB 1021, and SB 360. These new laws significantly altered existing planning and growth management requirements in Florida.

SB 360, enacted while the current study was nearing completion, also directly addresses mobility fees. It calls for the state to evaluate and consider implementation of a mobility fee to replace the existing transportation concurrency system. It further states that the mobility fee approach should provide for mobility needs, ensure that development mitigates its impacts on the system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development.

The Florida Departments of Community Affairs and Transportation were instructed to develop and submit a joint report to the legislature on the mobility fee methodology study no later than December 1, 2009. The report is to include recommended legislation, a plan to implement the mobility fee as a replacement for local transportation concurrency management systems and an economic analysis of implementation of the mobility fee. Further research on the mobility fee will be needed to address these considerations.

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Florida Mobility Fee Study

INTRODUCTION

Considerable interest has been expressed in Florida in the concept of a transportation mobility fee. Any discussion of a mobility fee, however, raises alternative views and numerous questions as to the role of the fee and how it might be structured and administered. For example:

- Should it be applied only to new development, users of the system, property owners, or some combination of these groups?
- What is the cost basis for such a fee?
- Can the fee be structured to discourage urban sprawl and reduce trip making or vehicle miles of travel (VMT)?
- If it is to be sensitive to VMT, then how might it be administered –particularly in smaller or rural communities that lack such analytical expertise or resources?
- And how might the fee affect other fees and planning or growth management processes in Florida, which have been the subject of significant state, regional or local investment?

These are but a few of the many policy, institutional, and methodological questions surrounding the development and implementation of a mobility fee in Florida. To explore these questions, and possible alternative concepts for the fee, the Florida Department of Community Affairs (DCA) contracted with the Center for Urban Transportation Research (CUTR), University of South Florida and national experts Arthur C. Nelson, Ph.D., FAICP, Presidential Professor and Director of Metropolitan Research University of Utah, and James C. Nicholas, Ph.D., Emeritus Professor of Law and Urban and Regional Planning University of Florida.

In Phase 1 of the study, the research team documented results of a policy analysis exploring potential approaches and practical implications of a mobility fee (MF). The Phase 1 Report, completed in March 2009, reviewed possible mobility fee alternatives and set forth a working concept and methodology for consideration in Florida.

Subsequent research has involved testing and refinement of the working concept through hypothetical application in Alachua County, Florida. Alachua County was chosen as a suitable area to test the mobility fee methodology due to the existence of a multimodal mobility plan and the County's desire to implement a mobility fee. This final report refines the policy analysis and conceptual methodology presented in Phase 1 and illustrates the approach through exploratory testing in Alachua County, Florida.

Key Considerations

A mobility fee may take on a variety of forms. A first step, therefore, is to define the key considerations or underlying goals relative to such a fee. This research focused on existing transportation revenue approaches that are sensitive to VMT. Each approach was considered in

terms of its effect on vehicle miles of travel, consistency with growth management objectives, equity, ease of administration, and flexibility as a revenue source for the entire transportation system. These considerations are discussed further below.

Equity

Pressure toward exurban development in Florida has been heightened by a lack of equity in charging for capacity. With transportation concurrency, new development freely consumes available road capacity and pays for impacts only when road capacity is exceeded. This encourages development in outlying areas where capacity is available. It also places a disproportionate financial responsibility on developers seeking concurrency approval after available capacity has been consumed, resulting in market inequities. A mobility fee charged to *all* new development for the capacity it will consume ensures that each new development contributes its fair share.

VMT and Growth Management

An underlying goal of any contemporary transportation initiative is to address the social, economic, and environmental costs of continued growth in vehicle miles travelled (VMT). A related goal is to discourage urban sprawl, which has contributed to rising VMT and reduced the viability of alternative transportation modes. More densely settled areas generally exhibit fewer vehicle trips than lower density areas, and the trips that are made tend to be shorter, resulting in lower overall VMT.

Addressing these issues will help curb the dramatic growth in costs of providing an efficient transportation system. Transportation is but one infrastructure cost that has been shown to vary based on the density and pattern of urban development. While studying the cost of alternative development patterns in Florida for DCA, Duncan and Associates found that public facility costs for compact urban development were about half of the costs for scattered development.[2] That study confirmed for Florida what others have found for the rest of the nation.

A mobility fee that correlates with vehicle miles traveled would reflect this cost differential. However, to do so, the fee structure would require attention to location, distance, and density of development. Location, in this context, refers to the fact that because of terrain or other features, it is simply more expensive to provide and maintain capital facilities in some areas than others. Distance means that a greater number of lengthy trips are needed to access work and other destinations in some areas than in others. Density refers to the concentration of people, goods, and services within an area, resulting in fewer daily vehicle trips in a densely settled area.

A mobility fee designed to consider location, distance, and density of development would reward developers that minimize VMT generated by proposed developments. This would reinforce compact, mixed use development in areas with urban services and discourage development of

[2] James Duncan and Associates, Inc., et al. *The Search for Efficient Urban Growth Patterns: A Study of the Fiscal Impacts of Development in Florida*, Florida Department of Community Affairs, 1989.

exurban areas. It would also more accurately reflect the actual social, economic and environmental costs of sprawl development. Reducing VMT and promoting compact urban growth will, however, also require effective local and regional mobility planning and the political will to enforce those requirements.

Ease of Implementation

An issue of paramount concern to local governments is the relative ease of implementing a mobility fee. Initial system set-up, such as studies establishing the cost basis, and implementing procedures and ordinances should not be overly costly or complex. In addition, daily administration of the fee should be relatively straightforward and build upon planning tools and processes currently in use in Florida.

A countywide or regional form of governance could increase ease in implementing a mobility fee system, as it offers the ability to jointly fund or centralize modeling and other technical studies necessary to develop and maintain the fee. Countywide agreements, metropolitan planning organizations (MPOs), regional transportation authorities (e.g., TBARTA), regional planning councils, or multi-county planning collaborations (e.g.Myregion) are some of the structures that might be considered.

A regional form of governance would also facilitate coordinated mobility planning and provide a framework for consistent implementation. Local mobility plans need to be carefully coordinated on a countywide or regional basis to effectively address transportation system needs, which do not end at jurisdictional boundaries. In addition, regional consistency will be critical if the fee is to be sensitive to VMT and reinforce compact urban growth.

Any mobility plan(s) and corresponding capital improvement program(s) (CIPs) will ultimately need to be integrated into associated local government comprehensive plans. Planned mobility improvements provide a cost basis for the mobility fee and will need to be adopted prior to establishing the fee. Each local government could administer the fee during development review, through a procedure similar to the current transportation impact assessment process. The mobility fee revenue could also be programmed along with other revenues to fund the respective projects of each jurisdiction.

Revenue Flexibility

Expenditure of many transportation funding sources is limited to roadway capacity. However, infrastructure investment and operating funds for all modes are essential to providing travel alternatives to the single occupancy vehicle. A mobility fee must provide a flexible revenue source for the entire transportation system and ideally would also fund trip reduction strategies and programs.

Comparative Cost of Private Vehicle versus Public Transit

Roads, streets, and highways are capital intensive. That is, there are very high front end costs and relatively lower operational and maintenance costs. Transit, by contrast, has lower capital costs but relatively higher operational and maintenance costs. The following example may put the issues into context.

If we were to put 50 individuals into private vehicles, we would need about $1,500,000 of road capital improvements to provide the needed road capacity. If those same 50 persons were put in a public bus, the capital cost drops to $375,000. But that bus must have a driver, and it must be fueled and maintained. When we contrast road costs with transit costs, it is frequently assumed that the only costs associated with operating a private vehicle on a public street is the cost of building and maintaining the street. Contrasting that truncated cost with the cost of purchasing, operating and maintain a public transit system is a gross mischaracterization. The private vehicles being operated in a public street still have to be purchased, fueled, and maintained. The main difference is that these costs are privately incurred with the operation of a personal vehicle and publically incurred with the operation of a transit system.

COMPARATIVE COST OF PRIVATE VEHICLE Vs PUBLIC TRANSIT

BY PRIVATE VEHICLE	
Work Trip Distance	10
Work Trips per Day	2
Work Trips per Year	250
Vehicular Miles per Peak Hour	10
Capacity per Hour per Lane-Mile	900
Capacity Consumed - Lane-Miles	0.01
Cost per Lane-Mile	$3,300,000
Cost per Peak-Hour Trip	$36,667
No People/Peak-Hour Trips	50
Total Capital Costs of 50 Peak-Hour vehicle trips	$1,833,333
Use Life	25
Interest Rate	5.0%
Annual Capital Cost	$130,080
Annual O & M at 4%	$73,333
Total Annual Costs of 50 Peak-Hour vehicle trips	$203,413
Cost per Person/Vehicle	$4,068
Cost of Car	$25,000
Use Life in Years	8
Interest Rate	5.0%
Annual Capital Cost	$3,868
Attributable to Work Trips	30.0%
Annual Capital Cost of Work Trips	$1,160.41
Annual Work-Trip Miles	5,000
O & M Cost per Mile	$0.50
Annual O & M Cost	$2,500
ANNUAL WORK TRIP COST	$3,660
TOTAL ANNUAL COST OF ONE WORK TRIP	$7,729

BY TRANSIT	
Work Trip Distance	10
Work Trips per Day	2
Work Trips per Year	250
Cost per Bus	$375,000
Pair from other sources	0%
Net Cost of Bus	$375,000
Use Life in Years	12
Interest Rate	5.0%
Annual Capital Cost per Bus	$42,310
Annual O & M Cost per Bus	$221,818
Pair from other sources	0%
Net Cost of Bus	$221,818
TOTAL ANNUAL COST PER BUS	$264,128
Number of Seats	50
TOTAL ANNUAL COST PER BUS SEAT	$5,283

Nevertheless, the inherent efficiencies of transit make it much more efficient than the private vehicle as shown. These numbers become much more attractive on the side of transit when various grant programs are considered.

A related issue is whether mobility fee revenues for roads, transit, and other modes may be applied to system backlogs, maintenance, and operations, or *only* to new capacity. Maintenance, operating, and administrative needs for transportation, regardless of mode, require continuing or recurring sources of revenue. *A mobility fee is unlikely to address all of these needs.* Therefore, establishing general principles as to whose responsibility it might be to construct, operate, and maintain various aspects of the transportation system may be useful in identifying a mobility fee focus.

A mobility fee charged only to new development may fund transportation system capacity required by the development including transit capital improvements, as well as bicycle and pedestrian facilities. Yet, the additional operating, maintenance, and administrative costs of these systems and other congestion-management strategies will likely remain underfunded. Logically, these costs should be borne by all those benefiting.

Possible Approaches

Three approaches covering a range of possibilities were reviewed for possible application as a mobility fee. They include a road user fee, a modified impact fee, and an adapted transportation utility fee. Each approach was evaluated in terms of its effect on the considerations noted above (vehicle miles of travel (VMT), consistency with growth management objectives, equity, ease of implementation, and flexibility as a revenue source for the entire transportation system). The approaches are summarized below. More detailed discussions are provided in Appendix A.

Road User Fee

One approach reviewed is a road user fee[3] paid by all roadway users and applied on a statewide basis. A road user fee is charged based on the number of vehicle miles travelled by each individual vehicle in a given period. It is generally a replacement of the gas tax, although it may be considered an additional source of revenue. Road user fees, particularly when combined with congestion pricing, would influence driver behavior which in turn would affect VMT and reinforce growth management.

The time needed to study and fully implement such an approach is a clear disadvantage of the road user fee. Implementation would require legislative action and development of program specifics. More challenging is that all vehicles and filling stations must be outfitted with appropriate equipment. While its complexities render it somewhat infeasible for fulfilling the desires of a mobility fee, the road user fee is worth mentioning as it has attracted considerable national interest and has been field tested in Oregon.

[3] Oregon's Mileage Fee Concept and Road User Fee Pilot Program is a complex well-documented approach under serious consideration in the state. The final report and additional information are available at http://www.oregon.gov/ODOT/HWY/RUFPP/. Similar programs are being considered by Iowa, North Carolina and Rhode Island.

Modified Impact Fee

The second approach considers an impact fee on new development that is modified for sensitivity to VMT. Developing a modified impact fee that correlates with VMT may be accomplished by using travel demand modeling software such as the Florida Standard Urban Transportation Model Structure (FSUTMS). Costs used to determine the fee per vehicle mile could either be based on average costs of providing a lane mile of roadway or other system capacity (demand driven) or be based on that portion of estimated project costs attributable to new development in an adopted mobility plan (plan based). These costs could be further broken down by location and area type (urban, suburban, and rural).

Modifying the standard impact fee equation to increase sensitivity to VMT will reward developments that locate in or near urban centers and those that offer a more balanced mix of uses with lower fees. This will help foster compact, mixed use development through increased fee rates for developing outside of urban centers and other areas not yet planned for development. If the cost basis of the fee is a multimodal mobility plan or list of multimodal improvements, then revenue from the fee may be used for all such planned improvements. This could include some portion of transit operating expenses.

Implementation will require standard set-up, including a technical study, to establish the cost basis and fee schedule. Administration would be similar to that of current impact fees - an advantage over other approaches that would be entirely new to Florida. In addition, all new development would be subject to the impact fee resulting in equitable treatment among developers. The fee would also be proportionate to the impact of the development on the transportation system; however, planning objectives may be used to increase fees in areas not yet planned for development.

The modified impact fee does have certain drawbacks. It is not a stable or sufficient revenue source for ongoing transit operations, nor is it sufficient to fully fund capital improvement needs or long-term system maintenance. Rather, it is a method of ensuring that new development pays its pro rata share of the transportation needs attributable to growth. Additional revenue sources will be needed in urban areas to operate and maintain an efficient multimodal system.

Adapted Transportation Utility Fee

The third approach is an adapted transportation utility fee. This fee is aimed at all users within a specified district (as opposed to new development). This type of fee (sometimes known as a street maintenance fee or street utility fee) is similar to other types of utility fees and may be used for capital facilities, maintenance, operations, and administration. Like other utility fees, all property within an established district is assessed a fee in accordance with estimated use of the utility, which in this case is the transportation system. Fees are determined by land use and placed in an enterprise fund.

This fee could be adapted for application as a mobility fee through the use of service areas similar to impact fee districts. Fees would be developed based upon an adopted mobility plan for each service area. This fee also provides two ways to determine facility demand – VMT and functional population.[4] The VMT-based method would use property tax assessor records and land use codes to determine the appropriate fee for each property based on the VMT associated with that land use. The functional population method establishes a fee based on the estimated number of people occupying the service area over the course of a day and the plan for alternative modes.

The adapted transportation utility fee offers an innovative approach to funding transportation mobility that treats transportation as a utility. It is equitable in that those benefitting from an efficient multimodal system would pay their fair share. It provides a stable, ongoing revenue stream to address all aspects of transportation mobility. Implementation of the fee may be somewhat complex at first, particularly initial studies and system set-up through the property tax assessor's office. Administration beyond that point would be routine invoicing, collection, and distribution of revenue.

This type of fee is expected to have some impact on reducing VMT and fostering compact, mixed use development by increasing modal alternatives within urban centers. A current impediment to its use in Florida is the Florida Supreme Court ruling that a transportation utility fee is a tax and therefore not presently authorized under Florida law. Enactment of such a fee would therefore require legislation defining transportation facilities as a utility, or otherwise addressing this concern.

The Mobility Fee Working Concept

Considering the attributes of the three approaches reviewed, a working concept for a mobility fee was developed. The working concept for a mobility fee applies the modified impact fee approach and suggests supplementing the fee with an optional mechanism, such as a transportation utility fee, to fund localized mobility needs and transit operating expenses.

The primary concept for the mobility fee is a modified impact fee assessed on new development. The fee would be based upon improvements in an adopted mobility plan that addresses all modes of transportation. Through sensitivity to VMT, the modified impact fee will help to discourage urban sprawl and reward mixed-use development and other development near or within existing activity centers. A limitation of the fee is that revenue depends upon new development and is therefore cyclical. Although it provides funding for new capacity, it has only limited potential to fund operating or maintenance needs. Revenue sources for backlogs, operations (particularly transit), and maintenance would still be needed.

[4] Functional population is the effective population being served over the course of a day. For instance, if 100,000 people live and work in a community, and if another 60,000 commute into the community to work an 8-hour (one-third day), the functional population is 100,000 + (60,000 x 1/3) = 120,000.

Given these above limitations of a modified impact fee, the working concept also proposes an optional transportation utility fee for application in urban centers as well as new or planned activity centers, and along transit corridors. The utility fee would be particularly beneficial to urban counties and municipalities with transit service and localized multimodal facility needs. Because it is assessed on all system users, the transportation utility fee is a stable revenue source, although new to Florida and one that requires further legal analysis and legislative authorization.

Table 1 compares the attributes of the working concept with those of the road user fee, the modified impact fee, and the adapted transportation utility fee. The road user fee, while a stable revenue source, poses complex implementation challenges and therefore was not selected for further analysis at this time.

Table 1: Mobility Fee Working Concept Attributes Comparison

FINANCING FEATURE	WORKING CONCEPT		APPROACH 1 ROAD USER FEE	APPROACH 2 MODIFIED IMPACT FEE	APPROACH 3 ADAPTED TRANSPORTATION UTILITY FEE
	IMPACT	UTILITY			
FOSTERS COMPACT, MIXED-USE DEVELOPMENT	Yes	Yes	Yes	Yes	No
ASSESSMENT BASE	New development	All properties in the district	All road users	New development	All properties in the district
MULTIMODAL REVENUE	Moderate	High	High	Moderate	High
CAPITAL REVENUE	High	High	High	High	High
OPERATIONS/MAINTENANCE REVENUE	Low	High	Low	Low	High
REVENUE PREDICTABILITY	Cyclical	Stable	Recurring / Stable	One-time payment / Cyclical	Recurring / Stable
BACKLOG FINANCING	No	Yes	Yes	No	Yes
ASSESSMENT VARIES BY VMT OR LOCATION	Yes	Yes	Yes	Yes	Yes
EASE OF IMPLEMENTATION	Moderate	Difficult	Difficult	Moderate	Difficult

Modeling and Administrative Considerations

The working concept uses travel demand modeling software to estimate vehicle miles traveled for overall and planning area VMT, as well as for VMT associated with new developments. In Florida, travel demand modeling involves the Florida Standard Urban Transportation Model Structure/Cube Voyager (FSUTMS/Cube).[5] The use of FSUTMS/CUBE is recommended due to its acceptance in transportation impact assessment and MPO long range transportation planning throughout the state. While application of travel demand modeling in developing a mobility fee program may seem daunting, the process parallels that of developing an MPO long range transportation plan. Proposed use of the travel demand model during development review to estimate development VMT is also comparable to current use of the model to determine trip distribution for transportation impact assessments. Travel demand models are available in nearly every location in

[5] This transportation modeling software is currently used by the Florida Department of Transportation, Florida's metropolitan planning organizations, and the consultant community and accepted by most local governments for preparation of transportation impact analysis.

Florida, with the current exception of the counties between Tallahassee, Jacksonville, and Gainesville that lack significant roadway networks.[6]

Initial testing of this model application revealed expected results when applied on a countywide or regional basis. New development VMT increased as development moved away from major urban centers that contain strong trip attractors, particularly major employment centers. This suggests that the model will perform the necessary applications for a implementing a mobility fee.

FSUTMS/CUBE is a tool that contains many intrinsic complexities. Only basic application of the model could be tested during this study. More detailed research and refinement of model application for estimating VMT within a mobility fee program would be beneficial. One concern is the limited number of land uses addressed by the model. The model relies on less than ten categories to describe dozens of general land uses rather than establishing a VMT for many land uses, such as those associated with the *ITE Trip Generation*. Another concern is that traffic analysis zones (TAZs) used in modeling cover large areas and are in no way associated with planned growth.

FDOT/UF VMT Study

Recognizing drawbacks to estimating VMT using the travel demand model, the Florida Department of Transportation (FDOT) has contracted with the University of Florida (UF) to explore VMT as it relates to specific land uses. According to the scope of services, the "research will develop generalized methodologies for measuring transportation impact using vehicle miles of travel and travel time." The resulting vehicle miles of travel methodology would more closely reflect the impacts of specific types of land uses and their location within the region and proximity to complementary 'indicator' land uses, such as major employers, grocery stores, home improvement stores, and schools." The FDOT/UF research effort complements this policy-focused project, by providing much needed refinements to VMT by land use.

In addition, the methodology throughout this report uses the FSUTMS/CUBE output for trip generation when determining vehicle miles traveled. The initial research plan was to apply the procedure currently used to estimate trip generation and trip distribution and assignment in transportation impact analysis, primarily due to acceptability of the practice. That procedure uses *ITE Trip Generation* to estimate new development trip generation and FSUTMS/CUBE modeling to determine trip distribution and assignment.

This approach could not be fully analyzed in this study and should be further explored. The professional community agrees that FSUTMS/CUBE often underestimates trip generation and overestimates internal capture. Conversely, *ITE Trip Generation* sometimes overestimates trip generation and may underestimate internal capture, especially over time. Therefore, a detailed comparative analysis of the two approaches and their relative implications is recommended.

[6] Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Taylor, and Union Counties are not included in any of Florida's travel demand models. Baker and Putnam Counties are being added to the Northeast Regional Planning Model. Jefferson County is being added to the Capital Region TPA Model.

Mobility Fee Methodology

Implementing the proposed mobility fee working concept involves a variety of considerations, including potential institutional arrangements, planning considerations, cost basis, and fee calculations. The methodology consists of six general steps, ranging from determining the institutional structure to implementing the fee. These steps are discussed below, along with a corresponding section on how the methodology was hypothetically applied in Alachua County. Because Alachua County's planning efforts were independent of the study, certain assumptions were required for consistency with the working concept. These assumptions are noted throughout.

Step 1: Determine the institutional structure

The first step toward establishing the mobility fee is to determine the institutional structure and geographic area for the fee. A regional structure is ideal for implementing a mobility fee for a variety of reasons. Urban sprawl, vehicle miles traveled, congestion, and the related growth of greenhouse gas emissions are regional problems. Such problems cannot be solved without intergovernmental cooperation across a common economic region.

Mobility Fee Working Concept

The working concept for a mobility fee applies the modified impact fee approach. The methodology for the modified impact fee consists of six steps:

STEP 1: Determine institutional structure

STEP 2: Develop mobility plan

STEP 3: Estimate target funding level

STEP 4: Estimate VMT growth

STEP 5: Establish the mobility fee rate

STEP 6: Apply mobility fee

An optional mechanism is also suggested to fund localized mobility needs and transit operating expenses.

In addition, transportation system users are unconcerned with jurisdictional boundaries. The user's main concern is accessibility to destinations, primarily in terms of cost (including time). Peak hour regional commuting places the greatest demand on the system validating a regional governance structure. Transportation or commuter "sheds" could establish the geographic basis for addressing these issues.

The rise in regional visioning initiatives in Florida and legislation establishing regional transportation authorities reflect a desire for increased regional coordination on land use and transportation planning efforts. Regional structures could be relatively small, such as those involving a county and its municipalities, or they could represent multi-county regions. Existing organizational structures that may be considered for accomplishing a mobility fee include the following:

1. Metropolitan planning organizations or MPO collaborative, such as the Central Florida MPO Alliance which is comprised of 6 MPOs in the region.

2. A regional authority such as the Tampa Bay Regional Transportation Authority (TBARTA).[7] Recognizing the regional nature of transportation systems, the Florida legislature has established regional transportation authorities in some large urban areas of the state.

3. A regional planning council or large planning collaborative such as the Central Florida initiative *myregion.org* or the SR 7 Collaborative in Broward County.[8]

4. Other local government collaborations such as a countywide program that includes the municipalities within the county. For example, several county governments implement concurrency and impact fee programs for the county and resident municipalities. Intergovernmental agreements among the local governments within the determined region could be entered to implement a common regional mobility plan and fee.[9]

Benefits of a Regional Structure

A regional approach to mobility fees offers a variety of land use benefits. These include:

- *Reduced incentive for leapfrog development associated with sprawl by reducing the cost benefit of building further out;*
- *A forum for local governments to cooperatively plan and fund regional mobility, which is key to economic vitality;*
- *Ability to standardize fees across local governments within a common economic region, thereby eliminating the fee as a basis for tax base competition; and*
- *Reinforces regional development planning and tiered fee structures with progressively higher fees for development farther away from urban centers.*

Regional structures may be accomplished through intergovernmental agreements and arrangements currently available under Florida Statute. They would involve collaboration of two or more local governments, and may include the Florida Department of Transportation and other key providers, such as a transit agency (if other than the local government). Participating local governments should reflect land use, transportation, and mobility fee coordination efforts in the intergovernmental coordination elements of their respective comprehensive plans.

The mobility fee would be administered locally, as is the case with current impact fee or concurrency management systems. The local government responsible for issuing development permits would

[7] TBARTA was created by state legislation and given full authority to plan, develop, finance, implement, and manage regional multimodal transportation systems. The authority's purpose is to improve mobility and expand multimodal transportation options for passengers and freight in the seven-county Tampa Bay region. It includes a 16 member board, with 15 voting members (7 County Commission appointees, 4 gubernatorial appointees, large city appointees, 1 West Central Florida MPO Coordinating Committee appointee, and one non-voting member - the Florida Department of Transportation).

[8] The Central Florida initiative *myregion.org* encompasses Brevard, Lake, Orange, Osceola, Polk, Seminole, and Volusia Counties. The SR 7 Collaborative in Broward County involving 14 jurisdictions is another example focused on the redevelopment needs of a particular urban corridor.

[9] For example, three Nevada jurisdictions - Washoe County, the City of Sparks, and the City of Reno - entered into an Interlocal Cooperation Agreement to establish and collect transportation impact fees. These fees are based largely on vehicle miles traveled, with a lower cost factor applied in areas served by transit. For example, the Pinellas County MPO develops a countywide impact fee ordinance and fee schedule for use by local governments in the county. Each local government administers the fee.

collect the fee and place it in a special account. If a regional structure is established, revenue in this account would be transferred to the regional governing structure and allocated in accordance with interlocal agreements and the capital improvement program for the adopted regional mobility plan.

Application of the Methodology: Alachua County

Alachua County's mobility plan addresses only the County's planned transportation system improvements. It does not represent a countywide plan.

Testing Assumptions

- Countywide structure. Assumes a countywide application of the mobility fee which includes participation of all municipalities. This assumption allowed testing of the regional scenario and also allowed all VMT from all hypothetical new development to be subject to the mobility fee regardless of location.

Step 2: Develop mobility plan

The mobility fee concept is a means to implement land use and transportation planning by each local government and among local governments, as reflected in a countywide or regional mobility plan. The plan would be contained in the future land use, transportation, and capital improvement elements of each applicable local government comprehensive plan. This mobility plan provides the cost basis for the mobility fee.

The mobility plan would be multimodal, addressing transit, bicycle and pedestrian facilities, trailways, intermodal connections, and network connectivity, in addition to roadway improvements. Transportation systems management and transportation demand management would also be addressed. Multimodal network continuity within and across jurisdictions would be addressed through the countywide or regional structure. This exercise would identify gaps in connectivity and provide further direction for mobility plans.

Existing MPO long range transportation plans or other regional transportation plans that address all modes of transportation may be considered regional mobility plans. However, a strong relationship between adopted comprehensive plan elements and socio-economic data used for modeling purposes is essential to this mobility fee working concept.

Future Land Use Element

The future land use element represents the growth plan for each local government, specifically designating areas where growth is desired or planned and areas not planned for urban development. Additionally, the future land use element would address planned densities and intensities and establish parameters for transit oriented development, traditional neighborhood development, and/or other specified development areas.

One option for calculating the mobility fee requires each local government to designate planning areas in the future land use element, such as urban centers, urban reserve, and rural areas, recognizing the dynamics of development and the different needs of each area. These areas will be used in determining vehicle miles traveled and establishing variable mobility fee rates. Additional or alternative planning areas may be designated and defined (e.g., transitional); however, planning areas must be prioritized in terms of greatest density first and lowest density last.

Planning area definitions would need to be identical throughout the countywide or regional planning area. Planning areas may help to implement urban service boundaries. New transportation system capacity to address growth in the various planning areas can be funded in part through the mobility fee charged to new development.

Transportation Element

The transportation element would define the multimodal transportation system needed to support the planned future land use. Capital and operating needs would be identified, as well as transportation strategies to reduce greenhouse gas emissions in compliance with §163.3177(6). Prioritized projects would be further reflected in a financially feasible long term capital improvement element and program.

Mobility throughout the county or region must be addressed using a variety of transportation modes. The MPO process includes a well-established long-range transportation planning process in collaboration with member local governments, often within county boundaries. The mobility plan could be based on regional multimodal priorities such as those in the MPO long range transportation plan. Existing modal plans such as transit plans, congestion management plans, bicycle and pedestrian plans, or trailways plans may also provide guidance for developing the multimodal mobility plan. In addition, many resources are available that detail various multimodal strategies for mitigating development impacts to segments of the transportation system.

The transportation plan must be closely coordinated with the future land use plan, demonstrating how land use and transportation will work together to accomplish desired mobility and growth management objectives. Transportation analysis should document how future travel demand will be accommodated by the proposed transportation system using professionally accepted techniques.

The mobility fee working concept assumes that development will occur in accordance with the future land use plan. Amendments to the future land use maps typically involve an increase in the density or intensity of use. Therefore, it will be important to gauge the impacts of those proposed land use changes on the planned transportation system on a cumulative basis. Failure to analyze cumulative impacts can result in inadequate planning for future transportation system needs and improvements as well as inadequate mobility fee revenue.

Capital Improvement Element

The capital improvements element should contain multimodal infrastructure projects and strategies identified to meet the needs of proposed future land uses and corresponding transportation system in the horizon year. The prioritization and timing of mobility improvements are also addressed in this element.

The resulting mobility plan thus documented in participating local government comprehensive plans serves as the cost basis for the mobility fee. Each time the future land use or transportation elements of a plan are amended corresponding elements should be analyzed for potential impacts. A regional mobility plan and corresponding local government comprehensive plans should be updated at least every five years; this update schedule corresponds to the MPO long range transportation plan update schedule. Regular updates to the mobility plan will accommodate cost fluctuations and other unanticipated changes, particularly in outer years of the plan.

Application of the Methodology: Alachua County

Alachua County is in the process of amending its comprehensive plan through *Mobility: Alachua County's Plan to Effectively Link Land Use and Transportation*. The plan proposes "to reduce vehicle miles travelled and greenhouse gas emissions per capita by providing for enhanced transportation mobility options in conjunction with land use changes that bring services closer to residents and provide for development densities and intensities that are transit supportive."[10] The plan is complimented by incentives and standards for mixed use development to support transit and involves development of several BRT corridors and stations within the County that would eventually link outlying areas to Gainesville.

The County's mobility plan:

> "is intended to produce [a] transportation and land use system within the Urban Cluster of Alachua County that reduce[s] vehicle miles of travel and per capita greenhouse gas emissions through development of an interconnected multimodal transportation system and makes transportation mode choice a reality by providing for bicycle and pedestrian friendly communities that have the densities and intensities of land use that can be effectively and efficiently served by mass transit."[11]

The County Staff Report and accompanying exhibits, available on the Alachua County Growth Management website, provide a detailed description of the plan.[12] The plan amendment establishing the mobility plan contains changes, additions, and deletions to the capital improvements element, the future land use element, the transportation mobility element, and the intergovernmental coordination element as well as numerous illustrative maps.

[10] Mobility. Alachua County's Plan to effectively link Land Use and Transportation. http://growth-management.alachuacounty.us/TPIF/Mobility%20Brochure.pdf

[11] Alachua County, Office of Planning and Development Staff Report, Application Number: CPA-01-09. April 8, 2009.

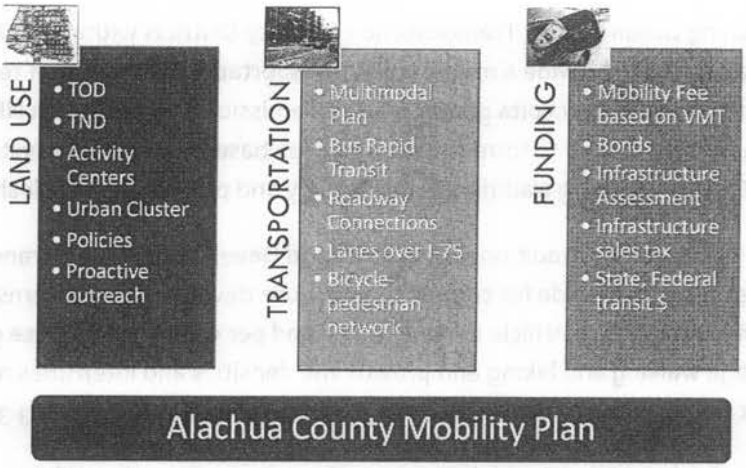
[12] Alachua County. CPA 01-09 Mobility: Alachua County's Plan to Effectively Link Transportation and Land Use <http://growth-management.alachuacounty.us/TPIF/cm_docs.php> (04 Jun. 2009).

The Staff Report categorizes the mobility plan into several key areas:

- Establishing Urban Cluster Transportation Mobility Districts within the Urban Cluster of Alachua County to provide a multi-modal transportation network that reduces vehicle miles of travel and per capita greenhouse gas emissions as required in HB 697 and F.S.163.3177 (6) (b) and to form the basis of a fee based concurrency system inside the Urban Cluster replacing traditional concurrency and proportionate fair share.
- Design standards for Traditional Neighborhood Developments and Transit Oriented Developments to provide for compact, mixed-use development patterns, that will result in a reduction in vehicle miles of travel and per capita greenhouse gas emissions, encourage walking and biking and provide the densities and intensities needed to support transit consistent with the requirements of HB 697 and F.S.163.3177 (6) (a).
- An incentive based multimodal transportation fee structure that will incentivize developments such as Traditional Neighborhood Developments and Transit Oriented Developments by recognizing their reduced impact on the major roadway network.
- Identifying the multimodal transportation infrastructure needs that can be reasonably anticipated by the land uses prescribed in the current Comprehensive Plan.
- Shifting infrastructure plans from being solely automobile-oriented so that they also include pedestrian, bicycle and transit infrastructure in a manner that positions those modes to be viable means of mobility in the future.
- Require the establishment of a multi-modal transportation fee to be utilized as a means to fund the capital costs of the proposed multimodal infrastructure plan.
- Enhanced intergovernmental coordination.

The Future Land Use Element enhances existing policies regarding traditional neighborhood development (TND) and introduces the transit oriented development (TOD) concept. Such developments are granted more units per acre and must be mixed use in nature with emphasis on walking, bicycling, and transit use. Several incentives are offered to encourage TODs and TND recognizing the increased cost of creating these mixed use developments. In particular, policies require that the multimodal transportation fee established in the plan be lower for TODs and TNDs.

The Transportation Mobility Element includes principles to discourage sprawl and encourage efficient use of the urban cluster. It also recognizes that congestion may be acceptable in growing urban areas "so long as viable alternative modes of transportation are provided that serve travel demand along the corridor." Various policies in the element address among other things level of service, roadway parameters, guidance for developing transit, and specific plans for each facility on the Strategic Intermodal System (SIS).



Testing Assumptions

This well-documented mobility plan serves as the mobility plan for testing the purposes. It lays the foundation for the mobility fee program; however, some assumptions were necessary to test the mobility fee working concept.

- Planning areas. The mobility plan did not designate specific planning areas as described in the working concept. For testing purposes, the Gainesville TCEA, municipal downtown cores, and some corridors were labeled urban centers. The County's Urban Cluster and selected areas surrounding each urban center were labeled urban reserve, and the remaining area was labeled rural.

  Municipal boundaries and urban service area boundaries were not used because these boundaries are often not reflective of planned growth during the planning horizon. Such boundaries are not required to correspond with the local government comprehensive planning process.

- Assumes one countywide district as opposed to the three Transportation Mobility Districts identified in the County's plan.

Step 3: Calculate the target funding level (TFL)

The next step is to determine the target funding level for the fee. The target funding level (TFL) is the amount of revenue that the fee will need to generate to fund planned mobility improvements in light of other committed revenue sources. Planned improvements in the adopted mobility plan will serve as the cost basis for arriving at this funding level.

As a countywide or regional mobility plan is developed, the cost of individual projects implementing the plan must be estimated. Concurrently, expected revenue generated from existing sources such as motor fuels taxes, local option taxes, development agreements, and general revenue should be estimated. The mobility fee will be used to fund projects identified in the plan that are not addressed by committed revenue from other sources. The proportion of planned projects that will address existing backlogs, rather than new capacity, should be treated separately and not included in the target funding level.

The target funding level is reflected in the following equation:

$$Target\ Mobility\ Fee\ Funding\ Level\ (TFL) = Cost\ of\ Mobility\ Plan - Committed\ Revenue$$

Where

Committed revenue = gas tax revenue, revenue from pre-existing development agreements, etc.

The target funding level (TFL) is the amount of revenue that the fee will need to generate to fund planned mobility improvements in light of other committed revenue sources.

Application of the Methodology: Alachua County

The Alachua County Mobility Plan identifies the amount that will fill the funding gap between expected costs of plan projects and revenue from existing sources as $111 million.

Testing Assumptions

- Target funding level (TFL) = $111 million. This amount, approximately $111 million though the 2030 horizon year, will be used to establish the mobility fee rate. Note that this target funding level includes only the improvements identified by Alachua County and not necessarily those that would be identified through a countywide or regional planning process.

Step 4: Estimate VMT growth

The next step is to estimate the expected growth in vehicle miles of travel within the county or region between the base year and the planning horizon year. This is used in calculating the mobility fee rate and can be estimated using a travel demand model (FSUTMS/CUBE). The difference between these VMT estimates represents the growth in VMT within the county or region.

$$VMT_{Growth} = VMT_{Horizon\ Year} - VMT_{Base\ Year}$$

This application of FSUTMS/CUBE can be readily accomplished in areas that have an established travel demand model and corresponding long range transportation plan (LRTP). Any changes to the model needed to accommodate the mobility fee approach can be made during the next LRTP update or as a separate analysis.

In some cases, data for a new horizon year must be developed. This may be accomplished through three major tasks: scenario generation and land use aggregation, travel demand modeling, and VMT computation discussed briefly below and in more detail in Appendix B.

1. Generate horizon year socio-economic data based on the adopted mobility plan and enter this data into the appropriate traffic analysis zones (TAZs) of the travel demand model. This task is commonly performed by MPOs during the development of the MPO long range transportation plan.

2. Run the travel demand model for each projected aggregated land use, generate the network report, and validate the results.

3. Estimate the VMT growth for the county/region.

$$VMT_{Growth} = VMT_{Horizon\ Year} - VMT_{Base\ Year}$$

Application of the Methodology: Alachua County

Alachua County is included in the study area and travel demand model for the Gainesville Metropolitan Planning Organization (MTPO). Therefore, this is the model used for testing.

Testing Assumptions

- Model assumes a 2009 base year and 2025 horizon year. The most recent long range transportation planning effort for the MTPO was completed in November 2005. As such, the FSUTMS/CUBE model used for this planning effort contains only the improvements in place in the 2005 base year, 2015, and in the 2025 planning horizon. Note that the 2025 population projection of 301,700 corresponds to recently released projections.[13]
- The Gainesville MTPO travel demand model assumes a 2025 planning horizon while the Alachua County mobility plan assumes a 2030 planning horizon. This five-year difference is not expected to impact the results of this test; however, it does highlight the fact that travel demand modeling and MPO long range transportation plans are not always synchronized with local government land use and transportation plans.
- Improvements in the transit-based Alachua County mobility plan are not included in the Gainesville MTPO model. These improvements could not be incorporated into the model for the test due to time constraints of the research and the complexities of coding transit into the FSUTMS/CUBE model. The MTPO is beginning its five-year long range transportation plan update and estimates the County's planned improvements will be coded in the model by October 2009.

[13] "Projections of Florida Population by County, 2008-2035." University of Florida, Bureau of Economic and Business Research. Volume 42, Bulletin 152, March 2009.

- In addition, the Alachua County mobility plan calls for increased density of development within an area designated as Urban Cluster, on the western edge of the City of Gainesville. Location of development in the horizon year was not adjusted to increase density and intensity within the County's defined Urban Cluster. Such changes will involve adjusting existing traffic analysis zones within the model and could not be accomplished within the study timeline.

Testing Results

1. 2009 base year VMT = 10,077,213. The year 2009 was chosen as the base year for mobility fee testing. The VMT for 2009 was obtained by interpolating values from the Gainesville MTPO model base year of 2000, 2015, and the planning horizon of 2025. Figure 1 illustrates the interpolated VMT.

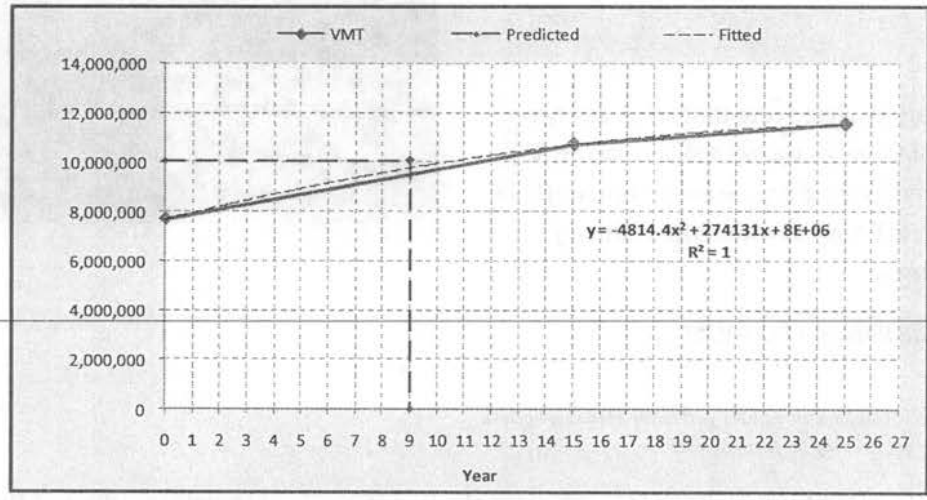


Figure 1. Interpolation of VMT

Information contained in the existing Gainesville MTPO model was used to estimate VMT growth in Alachua County between the base year and the planning horizon year. VMT growth is estimated to be 1,467,409.

$$VMT_{Growth} = VMT_{Horizon\ Year} - VMT_{Base\ Year}$$

$$1{,}467{,}409 = 11{,}544{,}621 - 10{,}077{,}212$$

Where
Horizon Year VMT (2025) = 11,544,621
Base year VMT (2009) = 10,077,212

Step 5: Establish the mobility fee rate

This step uses the target funding level obtained in Step 3 and the total VMT growth obtained in Step 4 to calculate the mobility fee rate. The resulting rate is closely tied to the planned land use scenario and corresponding transportation system. Accordingly, the mobility fee rate should be recalculated every time the mobility plan is amended or updated. Two options are provided for calculating the mobility fee rate per vehicle mile of travel – an average rate (fixed rate), or a location-based rate (variable rate) that varies by planning area.

Planning Areas

Definitions for the working concept:

- *Urban center is defined as the area within the urban service boundary that is primarily developed and includes downtown urban cores, regional activity centers, traditional towns or villages, and identified activity centers along transit corridors;*
- *Urban reserve is the remaining area within the urban service boundary that will be developed in the planning horizon; and*
- *Rural is the area outside of the urban service boundary and conservation areas where little development is planned.*

Average rate

The average rate is a fixed rate that relies solely on vehicle miles of travel as the controlling factor. The rate is calculated by dividing the target funding level (TFL) by total VMT growth within the planning horizon as follows:

$$Average\ Rate = TFL \div VMT_{Growth}$$

Where,
VMT_{Growth} = Total increased VMT within the planning horizon
TFL = Target mobility fee funding level

In this option, the same fee is charged for each estimated vehicle mile of travel regardless of the development's location within the planning areas of the county or region. The farther a development is located from an urban center, the greater the number of vehicle miles traveled and, therefore, the higher the mobility fee.

Location-based rate

The location-based rate varies the rate assessed per VMT according to whether the development is located in the urban center, the urban reserve, or the rural area. The resulting mobility fee structure will apply lower rates within planning areas designated for growth, such as high density, mixed-use urban centers. Conversely, rates will be increasingly higher for planning areas outside of urban centers, with the highest rate assessed to development in areas not yet planned for development, such as areas designated as rural and those outside of the urban service area boundary. This rate structure reinforces growth in or near urban centers and more accurately reflects the higher cost of extending services to development in rural areas. The intent is to encourage development in urban core and urban reserve areas where infrastructure is currently available or planned.

Counties and regions will differ widely in terms of the number and size of the planning areas they define. Therefore, to calculate a location-based rate that will achieve the estimated target funding level relative to VMT growth within each planning area, it is necessary to standardize these areas as described in the following tasks:

1. Convert each type of planning area into an equivalent region. Delineated planning areas can be measured using geographic information systems (GIS) software. (Details on calculating equivalent regions are provided in Appendix C.).
2. Determine the distance from each planning area to the midpoint of the urban center expressed as D_2/D_1, D_3/D_1 ... D_n/D_1 and shown in Figure 2. (Note that if D_2 is two times D_1, then ($Rate_2 = 2 \times Rate_1$); similarly if D_3 is three times D_1, then ($Rate_3 = 3 \times Rate_1$) as illustrated in Figure 2).

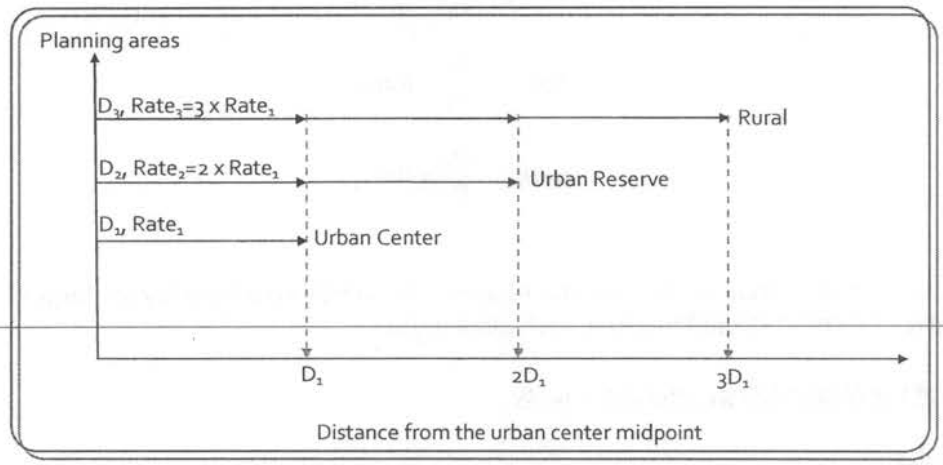


Figure 2. Ratios from planning areas to urban centers

3. Establish the ratio of the average distance from each planning area to the midpoint of the urban center. These ratios represent the proportionate difference in rates across the planning areas.
4. Estimate VMT for each planning area. The VMT growth estimated in Step 4 must be further broken down by planning area. Vehicle miles of travel for each planning area are denoted by VMT_1, VMT_2...VMT_n respectively.

Location-based rates may now be calculated for each planning area through the following series of equations:

1. Target funding level equation:

$$TFL = (VMT_1 \times Rate_1) + (VMT_2 \times Rate_2) + \cdots + (VMT_n \times Rate_n)$$

Where,
VMT_n = VMT within planning area$_n$
$Rate_n$ = Rate within planning area$_n$
TFL = Target mobility fee funding level

2. Determine ratio for each planning area: Use the ratio of distances between the planning areas and the urban center midpoint:

$$TFL = VMT_1 \times Rate_1 + VMT_2 \times \left(\frac{D_2}{D_1}\right) \times Rate_1 + VMT_3 \times \left(\frac{D_3}{D_1}\right) \times Rate_1 \ldots VMT_n \times \left(\frac{D_n}{D_1}\right) \times Rate_1$$

3. Solve for $Rate_1$:

$$Rate_1 = TFL \div [VMT_1 + (\frac{D_2}{D_1}) \times VMT_2 + (\frac{D_3}{D_1}) \times VMT_3 + \cdots (\frac{D_n}{D_1}) \times VMT_n]$$

4. Solve for the remaining rates:

$$Rate_2 = \frac{D_2}{D_1} \times Rate_1$$

$$Rate_3 = \frac{D_3}{D_1} \times Rate_1$$

$$Rate_n = \frac{D_n}{D_1} \times Rate_1$$

These calculations ensure that resulting location-based rates achieve the mobility fee target funding level relative to VMT growth within each planning area.

Application of the Methodology: Alachua County

Testing Results

Average Rate: The mobility fee average rate for Alachua County was determined using the results of Steps 3 (TFL = $111 million) and 4 (VMT growth = 1,467,409). Applying the average rate equation, the mobility fee rate is $76 per vehicle mile traveled.

$$\$76 = \$111{,}000{,}000 \div 1{,}467{,}409$$

Where
TFL = $111,000,000
VMT Growth = 1,467,409

Location Based Rate:

Testing Assumptions

- Established boundaries in accordance with working concept planning area definitions of urban center, urban reserve, and rural. In the Gainesville area, the existing TCEA constitutes the urban center and the Alachua County Urban Cluster, as defined in their mobility plan, is the urban reserve. The remaining areas were simply estimated using the aerial photography of Google Earth. The hypothetical planning areas are illustrated in Figure 3.

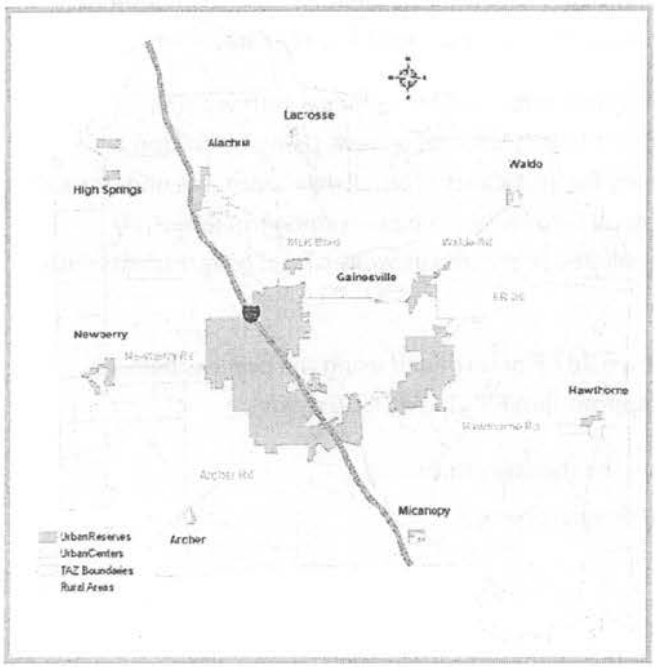


Figure 3. Alachua County hypothetical planning areas.

The planning areas were converted to equivalent regions according to the working concept methodology. The distance between each planning area and the midpoint of the urban center was calculated (D_2/D_1=1.53 and D_3/D_1=4.30), and used to determine the ratio between the mobility fee rates for each area. The VMT growth generated from each planning area are urban center, 353,516, urban reserve, 391,851, and rural, 722,039. The target funding level was solved for the urban center rate resulting in a mobility fee rate of $27.31 per vehicle mile traveled. The rates for the remaining areas are $41.74 in the urban reserve area, and $117.71 in the rural area. Results are show in Table 2.

$$TFL = (VMT_1 \times Rate_1 + VMT_2 \times Rate_2 + \ldots + VMT_n \times Rate_n)$$

To solve for $Rate_1$: $\$111,000,000 \div [353,516 + (1.53 \times 391,851) + (4.30 \times 722,039)] = \$27.31 = Rate_1$

Table 2. Mobility Fee Location-based Rate by Planning Area

	Urban Center$_1$	Urban Reserve$_2$	Rural$_3$
Area (sq mi)	52.2	69.8	847.6
VMT	353,516	391,851	722,039
Distance to midpoint of urban center (miles)	4.08	6.23	17.60
Ratio	1.00	1.53	4.30
LOCATION-BASED RATE	$27.31	$41.74	$117.71

Step 6: Apply mobility fee

The final step is to apply the mobility fee to the estimated vehicle miles traveled of each proposed new development. The same travel demand model used to develop the fee rates, FSUTMS/CUBE,

should be used to estimate VMT for new development. The mobility fee for a new development is equal to the computed VMT of the development multiplied by the mobility fee rate.

The travel demand model VMT computation may be performed by technical staff within the county/region or a qualified consulting firm subject to institutional review. Using travel demand modeling to determine the VMT may be unwieldy for applicants of small developments and/or rural counties. A general mobility fee table could instead be developed by averaging trip length by planning area. This table would be useful for small developments as well as local governments with limited technical expertise.

The mobility fee for an individual development would be determined using the process below. Reflect the proposed new development in the appropriate FSUTMS/CUBE model;

1. Use FSUTMS/CUBE to compute VMT on the roadway network;
2. Determine the mobility fee for the new development;
    - Average rate
    - Location-based rate

Application of the Methodology: Alachua County

A number of development scenarios were tested using the Gainesville MTPO regional model.

Testing Assumptions

Twenty-seven test scenarios were conducted using three municipalities, including Gainesville, Alachua, and Newberry, the three planning areas, and three development scenarios. The development scenarios included:

- Residential - 120 single family units
- Commercial - 200,000 square feet
- Mixed use
    - Free-standing discount superstore – 210,000 ft²
    - High-turnover (sit-down) restaurant – 15,000 ft²
    - Single-family detached unit – 100 du

Data for six of the test scenarios is used to illustrate testing results. Figure 4 illustrates VMT for a 120 dwelling unit residential development located in the urban reserve planning area of each municipality. Table 3 shows the mobility fees for the sample residential development. Lines in red illustrate portions of the roadway network that carry the majority of the development traffic. Employment in Gainesville is a strong attractor resulting in higher VMTs for residential development in the smaller municipalities. The average mobility fee rate increases accordingly. The difference between the location-based mobility fee among the municipalities is low because development is within the urban reserve planning area in all three cases.

Figure 4. VMT from residential development in Gainesville, Alachua, and Newberry

Table 3. Mobility Fees Applied to Development in Gainesville, Alachua, and Newberry

	Gainesville	Alachua	Newberry
VMT	6,528	7,471	9,232
Average	$498,828	$565,147	$698,308
Location-based	$272,523	$311,881	$385,367

Figure 5 illustrates VMT for a mixed-use development located in each planning area of Gainesville. Table 4 shows the mobility fees for the sample mixed-use development. Lines in red illustrate portions of the roadway network that carry the majority of the development traffic. In this case, the VMT is greater as the development is situated farther from the urban center and the average mobility fee rate increases accordingly. The location-based mobility fee rate illustrates a great difference between the mobility fee for developing in the urban center and urban reserve areas compared with developing in the rural area.

Figure 5. VMT from mixed-use development in planning areas of Gainesville

Table 4. Mobility Fees Applied to Development in Gainesville Planning Areas

	Urban Center	Urban Reserve	Rural
VMT	44,805	54,075	61,333
Average	$3,389,177	$4,090,402	$4,639,436
Location-based	$1,223,472	$2,257,320	$7,219,296

Optional Funding Mechanism

Mobility needs in Florida go well beyond the capacity needed to serve new development. Cities and other urban centers require funding to improve sidewalks, bicycle facilities, and various types of transit, as well as revenue for transportation demand management programs. Providing a safe, comfortable, and attractive environment for pedestrians and bicyclists in urban centers and convenient access to transit within and between these centers is essential to reduce automobile use and vehicle miles traveled.

Capital facilities for these alternative modes and long-term operating costs, particularly for transit, cannot be funded entirely through a mobility fee on new development. Local governments will need additional funding mechanisms to support these growing mobility needs. Although taxes provide some transportation revenue, Florida continues to experience significant transportation funding shortfalls. Recent constitutional amendments have reduced local ad valorem revenue and most jurisdictions with significant transportation backlogs have already exhausted existing funding options. In addition, motor fuel tax revenue has not kept pace with system costs and demands and revenues that are available are increasingly needed to improve the Strategic Intermodal System and other important state highways.

> *"A sustainable regional investment program must consider both types of growth – development at the fringe and redevelopment in the core. The two are conceptually different and require different approaches to transport investment."*
>
> Marlon G. Boarnet

As a result, finding adequate funding to address alternative modes of transportation and other localized mobility needs is the most challenging issue. Additional local transportation funding options are needed in Florida Statutes to support such improvements. Therefore, the working concept for mobility fees proposes a new optional mechanism for use by local government in Florida – a transportation utility fee. An adaptation of the transportation utility fee concept would

provide an additional stable revenue source for funding these localized and ongoing mobility needs, particularly in areas where existing funding options are already in place.

The adapted TUF program would have two principal elements: capital and operations (including maintenance and administration). Because the nature of demand for transportation facilities varies by facility, facility demand would be calculated in different ways. Two methods were considered: vehicle miles traveled (VMT) and functional population. VMT calculations are commonly used to apportion road capital costs among different land uses. The adapted TUF could be calculated through the planning horizon by dividing the projected capital and operating cost budget by the VMT generated by existing land uses:

$$Transportation\ Utility\ Fee = \frac{(Budgeted\ Capital + Operating\ Costs)}{VMT\ Generated\ by\ Existing\ Uses}$$

Generally, calculating VMT-based fees would apply standard impact fee methodologies already used throughout Florida with one important adjustment: the adapted TUF would need to be aligned with local property tax assessor records to capture every property within the prescribed fee boundary, rather than Institute of Transportation Engineers' land use codes, as is customary with impact fee schedules.

A related adjustment is calculating the VMT for each assessor record. Because assessor records include the size of structures, VMT for each assessor code can be estimated on a per square-foot basis. When multiplied by the size of the structure, this would provide a proportionate-share relationship between the land use, VMT production, and demand on road facilities. The number of bedrooms is an alternative method for estimating VMT for each assessor code.

Another approach for measuring transportation demand is the concept of functional population, pioneered by James Nicholas. Functional population is the effective population being served over the course of a day. For example, if 100,000 people live and work in a community, and if another 60,000 commute into the community to work an 8-hour (one-third day), the functional population is 100,000 + (60,000 x 1/3) = 120,000.

Conclusion

This report presents the results of an exploratory analysis of mobility fee applications in Florida. It proposes an impact fee that is modified for sensitivity to vehicle miles travelled. The approach presented here anticipates regional cooperation in the development and adoption of a mobility plan that includes all transportation modes.

A number of existing systems and fees may be affected by implementation of the mobility fee working concept. Further development of a mobility fee concept might address the relationship of the mobility fee to transportation concurrency management systems, local government impact fees, DRI proportionate fair share, and proportionate fair share mitigation. Depending on plans for existing impact fee revenue, abandoning existing fees may cause a mobility fee to be very high, particularly if addition funding mechanism is not an option.

Consideration also must be given to legal limitations of the mobility fee. Because the proposed mobility fee concept is an impact fee, certain concerns arise in applying an improvements-driven method of determining the fee. One is whether the fee may be construed as requiring new development to pay for backlogs, which is expressly prohibited by statute. As proposed, the working concept requires the proportion of planned projects that will address an existing backlog to be separated from the target mobility fee funding level. Another concern is the nexus required between the impact fee and multimodal improvements established by the mobility plan. A method to address this concern will need to be clearly defined as part of the mobility fee program.

Another issue is whether the fee will serve as an adequate incentive for compact urban development. Transportation concurrency management is not the only barrier to urban infill and redevelopment. Difficulty in amassing property, complex development requirements, contemporary land development codes and standards, and lengthy development approval processes all increase the cost of infill.

Local governments should create additional incentives to encourage infill development by addressing these other barriers. Mobility fee reductions or waivers, however, can adversely impact transportation revenues and increase funding shortfalls and, therefore, should be limited to maximize implementation of the regional mobility plan. The amount of any mobility fee reduction should be offset by clear benefits to the mobility plan. An alternative funding source (i.e., general fund, tax increment financing, or transportation utility fee) should also be identified to make up revenue lost by granting impact fee reductions or waivers.

Recent Legislation

HB 7135 and HB 697 require MPOs and local governments, respectively, to incorporate strategies to reduce greenhouse gas emissions and integrate transportation and land use planning to provide for sustainable, energy efficient development.

HB 227 is an impact fee bill that requires the local government to bear the burden of proof during any impact fee challenge. The entity imposing the fee would be required to prove that the application and amount of the fee meets the state requirements for imposing impact fees.

HB 1021 establishes a definition of "backlog" as a condition where the level of service standard is exceeded by existing and reasonably anticipated traffic growth, and where level of service is exceeded by background trips from any source other than the DRI under review.

SB 360 includes such provisions as the elimination of the DRI program, establishing transportation concurrency exception areas, and expedited review of comprehensive plan amendments for areas having population densities greater than 1,000 people/square mile. It also calls for further study of mobility fees in Florida.

The proposed working concept suggests the development of a regional mobility plan. However, localized mobility needs clearly also need to be addressed. Such needs may require another funding alternative, such as a transportation utility fee. Alternatively, a local impact fee may also be needed to fund localized improvements not reflected in the mobility plan. This raises additional concerns relative to cost of infill and the need to avoid double-charging development for its impacts.

The proposed methodology relies on Florida's existing travel demand model, FSUTMS/CUBE. Because the model was not designed for this purpose, further research will be needed to ensure its adequacy for the task.

Finally, a mobility fee in Florida should be clearly authorized by statute. The statute should identify under what circumstances the fee may be implemented, including planning considerations and institutional arrangements. It should also consider provisions of recent legislation, including HB 697, HB 7135, HB 227, HB 1021, and SB 360. These new laws significantly altered existing planning and growth management requirements in Florida (see sidebar).

SB 360, enacted while the current study was nearing completion, also directly addresses mobility fees. It calls for the state to evaluate and consider implementation of a mobility fee to replace the existing transportation concurrency system. It further states that the mobility fee approach should provide for mobility needs, ensure that development mitigates its impacts on the system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development.

The Florida Departments of Community Affairs and Transportation were instructed to develop and submit a joint report to the legislature on the mobility fee methodology study no later than December 1, 2009. The report is to include recommended legislation, a plan to implement the mobility fee as a replacement for local transportation concurrency management systems and an economic analysis of implementation of the mobility fee. Further research on the mobility fee will be needed to address these considerations.

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Appendix A: Overview of Mobility Fee Approaches

(Excerpt from Florida Mobility Fee Study Phase 1 Report-Policy analysis and Methodology, March 25, 2009)

Building on the considerations noted above, this study has identified three general approaches that offer potential for a mobility fee. The first approach is a road user fee aimed at users on a statewide basis. This fee differs considerably from the other approaches, because current applications intend it as a replacement to the motor fuels tax. While its complexities render it infeasible for fulfilling the desires of a mobility fee, it is worth mentioning as an increasingly popular stable revenue source. The second approach considers an impact fee for new development modified to increase sensitivity to VMT and based on multimodal capacity needs. The third approach is a transportation utility fee aimed at all users within a specified area.

Approach 1 – Road User Fee

The road user fee is generally proposed as a replacement of the gas tax and is charged based on the number of vehicle miles travelled in a given period. The approach described here is based on Oregon's Mileage Fee Concept and Road User Fee Pilot Program.[14] A similar approach is being pilot-tested in Iowa, and North Carolina and Rhode Island are also discussing this option. The Oregon Mileage Fee Concept is designed to replace gas tax revenues in light of more fuel efficient vehicles and decreased driving when gas prices rise.

As implemented through Oregon's pilot program, the fee features easy administration, payment, and collection. Information was gathered through in-vehicle equipment and conveyed to a central database during the fueling process while maintaining the user's privacy. The amount of the fee has been calculated based on a 20-mile per gallon average. "In order to provide revenues that are equivalent, on a per-mile basis, to those deriving from the current 24-cent-per gallon gas tax, ODOT found a flat (or average) mileage fee rate would be approximately 1.2 cents per mile."[15] Implementation would occur over a 30-year period with completion by 2040.

Additional testing performed during Oregon's pilot program revealed behavioral changes relevant to correlating a mobility fee to VMT. The program tested two types of mileage fees, 1) a replacement for the gas tax (1.2 cents per mile), and 2) application of congestion pricing in addition to the mileage fee. Additional fees were charged for travel within a congestion zone during rush hour, a practice commonly known as congestion pricing. Basic changes in driver behavior included a 12 percent reduction in daily VMT. In addition, drivers subject to congestion pricing reduced both daily VMT and rush hour VMT.

[14] Oregon's Mileage Fee Concept and Road User Fee Pilot Program is a complex well-documented approach under serious consideration in the state. The final report and additional information are available at http://www.oregon.gov/ODOT/HWY/RUFPP/.

[15] Oregon's Mileage Fee Concept and Road User Fee Pilot Program, Final Report, *op cit*.

Gas tax revenue has not kept pace with transportation system needs and reliance on impact fees has not filled the ever-widening gap. Driver habits changed dramatically with higher fuel prices causing a decline in motor fuels tax revenue. In addition, more fuel efficient vehicles demanded by consumers today also result in lower gas tax revenue yield. Applying the road user fee approach to a mobility fee may provide a continuing revenue source that is not limited to new development.

Applicability to Mobility Fee: The road user fee could be applied in addition to or as a replacement for the current motor fuels tax; however, if proposed as an addition to motor fuels taxes, additional legal questions should be explored. Road user fees, particularly when combined with congestion pricing, were shown in the Oregon Pilot Program to influence driver behavior and reduce VMT. Over time, this effect on VMT may influence market demand and development location. Greater per mile cost of driving is likely to increase demand for housing closer to employment and services thus encouraging more compact, mixed use development. Such behavior was recently reflected through driver behavior in response to higher gas prices.

Because the user fee is charged to end users, the fee may be considered equitable to all new development. Revenue from this source may be expended on all modes to provide system capacity. The time it would take to study and fully implement such an approach is a clear disadvantage of the road user fee. Implementation would require legislative action and development of program specifics. In addition, all vehicles and filling stations must be outfitted with appropriate equipment. While the road user fee is clearly a viable option as a statewide revenue source, extensive implementation requirements prohibit its application in the near term.

Approach 2 – Modified Impact Fee

The second approach is essentially an impact fee modified to increase sensitivity to vehicle miles traveled by trips from new development. Impact fees may be defined as "A monetary charge imposed by local government on new development to recoup or offset a proportionate share of public capital costs required to accommodate such development with necessary public facilities."[16] They are a method of ensuring that new development pays its pro rata share of infrastructure costs needed to serve new growth.

Impact fee programs may be either demand driven (most prevalent), plan based (less prevalent), or a combination of the two (least prevalent).[17] Demand-driven approaches translate new auto trips into a cost per trip based on the cost to improve a mile of roadway. Plan-based approaches arrive at the fee by determining each development's fair share of the road improvement budget in the capital improvements program.

[16] Nicholas, James C. and Arthur Nelson. *Determining the Appropriate Development Impact Fee Using the Rational Nexus Test.* Journal of the American Planning Association. Chicago: Winter 1988, Vol. 54, Iss. 1, pp. 56-67.

[17] Cooper, Connie B. *Transportation Impact Fees and Excise Taxes: A Survey of 16 Jurisdictions.* PAS Report No. 493, American Planning Association, July 2000.

Transportation impact fees are commonly used throughout Florida and are predominantly demand driven, using average assumptions regarding trip length and the location of development. They have historically focused on local roadway improvement needs. However, local governments are increasingly interested in addressing state facility needs as deficiencies on state roads have become a hindrance to growth. Transit is largely ignored by most impact fee programs; impact fee laws limit the use of fees to capital improvements but remain silent on operating costs, which are essential to transit. More local governments would likely consider funding transit if provided legislative authorization to incorporate transit capital and operating costs into transportation (road) impact fee programs.

Most transportation impact fees were developed using the number of trips generated multiplied by the average trip length (or vehicle miles traveled) as a basic component. The number of trips generated by a land use is multiplied by the average length of those trips and by the percentage of "new" trips. New trips are those that introduce additional travel into the transportation network and are not "captured" from existing pass-by traffic. A factor of two in the denominator reflects the sharing of responsibility for a trip between the trip origin and the trip destination.

$$Attributable\ New\ Travel = \frac{(Vehicle\ Trip\ Ends \times Average\ Trip\ Length)}{2} \times (\%\ New\ Trips)$$

Where

Attributable New Travel: measured in vehicle miles per day

Vehicle Trip Ends: measured per day

This equation produces only a generalized measure of additional vehicle miles of travel. The average trip length is determined by land use and averaged over a large area, such as a county, rather than according to area types such as urban, urban reserve, or rural. In addition, the cost basis for transportation impact fees is often the average cost of constructing a lane mile of road. For these reasons, the resulting fee does not account for the increased cost of improving roads to serve outlying areas. While the cost to construct roads in outlying areas may be lower per lane mile, disparate development patterns necessitate the construction of more lane miles , most not found in existing long-range transportation plans. In most cases, the cost of providing transit service is not included in impact fee calculations.

An impact fee formula can use trip lengths or VMT that accurately reflect area type to create a more targeted fee. The fee per vehicle mile could either be based on an average cost of a lane mile of roadway[18] (demand driven) or the estimated costs of transportation improvements in an adopted mobility plan (plan based). These costs could be further broken down by location and area type (urban, suburban, rural). For a demand-driven approach, it may also be possible to incorporate

[18] Because the system is based on vehicle miles of travel, roadway improvement costs would provide a logical cost basis. Fees could be expended on transit and other modal improvements, provided a nexus is established between new development and improvements to be funded.

average measure of transit cost, building on the concept of functional population described later in this report.

Applying a VMT emphasis to impact fees would better reflect actual system consumption. Development in the urban core where transportation infrastructure has long been established, density and land use mix is higher, and VMT is generally lower, would be subject to the lowest mobility fee rate. Development in less urbanized areas would be subject to the highest rates, because density and land use mix are minimal, VMT is generally much higher, and a higher percentage of the costs of providing new transportation infrastructure and services to these areas could be attributed to new development.

Fee structures could also incorporate a surcharge for development in areas of a jurisdiction or region (where regional agreements are established) that are not planned for development in the planning horizon. This would include any area outside of established urban service boundaries. This may foster a reduction in VMT and advance other planning objectives, such as curbing urban sprawl and promoting compact, walkable urban environments. The modified impact fee employs this concept.

Fee Systems that Address VMT

A number of local governments have or are considering impact fees with a specific focus on vehicle miles traveled. Charlotte County, Florida is considering a VMT-based impact fee developed using the functional population concept described in Approach 3 (see also Appendix C). While the Charlotte County example is limited to roads, a similar approach may be considered for application to transportation improvements for all modes.

The Charlotte County approach involves establishing three zones: urban, urban reserve, and rural. Total transportation improvement costs for each zone are calculated based on the long range transportation plan. Committed funding is subtracted. Daily VMT is established based on land use and by zone. Net transportation system capacity costs are then calculated for each zone using: a) the capacity of a new facility or expansion of an existing facility, b) the improvement cost by type of improvement and zone, and c) the net transportation improvement cost by zone. The result is that fees would increase outside of the urban zone by roughly 100% -200% in the urban reserve zone, and in the rural zone, fees increase roughly 150% – 230% in the rural zone. Both zones have outliers that are significantly lower.

The City of Woodinville, Washington (pop 9,900) north of Seattle has a transportation impact fee ordinance that includes a fee schedule reflecting varying VMT characteristics by region of the City. The City combined its traffic analysis zones (TAZs) into four separate districts and used its transportation demand model to forecast the VMT created by each development that applied for a permit. The impact fee varies by district based on the average VMT impact in that district. A similar approach is used in Greeley, Colorado.

Expenditure on Alternative Modes and Trip Reduction

In addition to implementing VMT-focused impact fees, some local governments spend impact fee revenues on alternative modes and trip reduction strategies. A study of traffic impact fees in the mid-90s by the Santa Barbara County Association of Governments (SBCAG) found that more than 10% of SBCAG municipalities allocate a portion of transportation impact fee revenues for alternative transportation mode improvement.[19] Examples of alternative transportation modes funded by impact fee revenues include "new or upgrades of existing bicycle and pedestrian facilities, signage programs, transit capital improvements (new buses, shelters, terminals), bus pull-outs, rideshare/carpool and parking management programs, park and ride lots and light rail station improvements."[20]

The use of impact fees for alternative modes is clearly allowed by California statutes and case law. The study identified four basic approaches used by these jurisdictions to establish a nexus between new development and the improvements to be funded using impact fee revenue:

1. Demonstration of a direct relationship. The existing alternative mode will be impacted by the development, and improvements are needed to handle the increase in mode use.

2. An indirect method which equates a mode shift. This involves relating the alternative mode improvements to be funded by the impact fee to an increase in street capacity, and thus, a reduction in traffic impact.

3. Project or location specific. This approach involves negotiation with the development to provide funds for a specific improvement that will directly serve the development, such as a bus stop, bike path, or transit shuttle.

4. Policy-based. A capital improvement program with traditional street and road projects and alternative mode projects is adopted as part of the ordinance establishing the fee.

The Palo Alto (CA) Transportation Impact Fee Ordinance and Expenditure Plan is an example of how a local government might invest impact fee revenues in accomplishing both multimodal improvements and advancing regional trip reduction targets. The impact fee program advances a policy in the City's comprehensive plan to provide effective alternatives to automobile travel and reduce vehicle trips by 10% Citywide by the year 2010, in accordance with California law.

The City charges new development for 7.6% of the cost of the transportation expenditure plan. This represents the proportion of 2025 vehicle trips that are expected to be generated by new development. All trips that originate or terminate at a new development are counted excluding pass-by trips. Proceeds from the impact fee contribute toward expanding the person trip (as opposed to vehicle trip) capacity of the City's multimodal transportation system. The impact fee

[19] Ann Lawler and Michael Powers. *Traffic Impact Fees–Survey Results*. American Planning Association, California Chapter, undated (circa mid to late 90's); Ann Lawler. *Traffic Impact Fees Survey*. Santa Barbara, CA: Santa Barbara County Association of Governments, May 1997.

[20] Lawler and Powers, op cit.

revenue expenditure plan includes citywide transportation demand management, expanded shuttle service, bicycle facilities, and computerized traffic management.

Land Use and Transportation Planning

A modified impact fee for mobility must be accompanied by an effective mobility plan. Such a plan should address not only modal improvements, but land use considerations relative to density, design, and mix. Land use plans should address the location, type, and magnitude of development that is planned within the jurisdiction. A goal is to focus growth into urban core areas, suburban activity centers, and regional transit centers. These areas should be walkable, mixed-use environments with relatively high densities and connected by transit.

As development is driven into urban areas, careful integration of that development into the urban context is essential. One way to foster growth that is sensitive to context is through the use of form-based codes that address the size and scale of buildings in relation to the public realm and each other. In addition, local government comprehensive plans and land development regulations can support local and regional mobility by requiring basic features of multimodal facilities, such as high levels of network connectivity, sidewalks, transit stops, bicycle racks, sidewalks, and shade trees as part of site development.

Applicability to Mobility Fee: Modifying the standard impact fee equation with sensitivity to VMT combined with effective planning should foster compact, mixed use development through increased costs of developing outside of urban centers and other areas not yet planned for development. Revenue from a modified impact fee approach may be used for all transportation system improvements.

Unfortunately, the modified impact fee is not a stable or sufficient revenue source for ongoing transit operations; nor is it sufficient to fully fund capital improvement needs or long-term system maintenance. Additional revenue sources will still be needed in urban areas to maintain an efficient multimodal system.

Implementation will require standard set-up, including an impact fee study to establish the cost basis and fee schedule. After that, administration will be no different than that of current impact fee programs. Because fee calculations are based on vehicle trips, rational nexus concerns may be raised regarding the expenditure of funds on alternative modes. Therefore, a clear method for establishing a rational nexus should be established, building on the premise that provision of additional transportation modes increases overall system capacity to accommodate person trips.

All new development is required to pay impact fees resulting in equitable treatment among developers; however, fees charged only to new development cannot be used to fund existing backlogs.[21] Therefore, a method of differentiating backlog from new capacity in a multimodal context will be needed. For example, new transit capacity might include route extensions and

[21] A backlog is defined as an identified deficiency where existing traffic volume exceeds the adopted level of service standard for the facility.

service enhancements to increase headways in an adopted transit development plan. Despite these drawbacks, the modified impact fee may be the best approach for a mobility fee and forms the basis of the working concept detailed later in this paper.

Approach 3 – Adapted Transportation Utility Fee

The third approach is adapted from the transportation utility fee (TUF). This type of fee (sometimes known as a street maintenance fee, road user fee, or street utility fee) is similar to other utility fees and may be used for capital facilities, maintenance, operations, and administration. Like other utility fees, all property within an established district is assessed a fee in accordance with the estimated use of the utility. In this case the utility is the transportation network. Fees are determined by land use and placed in an enterprise fund.

The transportation utility fee is not currently used in Florida although Orlando considered the approach a number of years ago and Port Orange, Florida adopted one in the early 1990's which was later struck down by the Florida Supreme Court. The Court found the fee to be a tax not authorized by general law.[22] The opinion states, "The circuit court cites to storm-water utility fees as being analogous to the transportation utility fee. However, storm-water utility fees are expressly authorized by section 403.031, Florida Statutes (1993). Similarly, various municipal public works and charges for their use are authorized by chapter 180, Florida Statutes (1993)." Addressing transportation facilities and services in the definition of public utilities in Section 180.07 is one way to resolve this concern.

Transportation utility fees are in use in several states. Approximately nineteen local governments in Oregon currently charge a transportation utility fee to finance road maintenance. It is a monthly fee based on use of the transportation system that is collected from residences and businesses within the city limits. The fee is based on the number of trips a particular land use generates and is collected through a city's regular utility bill. Revenue is used for maintenance costs on public roadways. The State of Texas has road utility districts where local governments are the decision making body, but the district is a separate legal entity and funds are separate from the general fund.[23]

Transportation utility fees may become increasingly popular as transportation system operating and maintenance revenues, primarily motor fuels taxes, decline. The methods for determining the fees are simple and reminiscent of the early days of impact fees. Early TUF approaches and those used today throughout Oregon have notable limitations. First, they apply only to operations and maintenance of roads, and not all elements of the mobility system. Second, they usually rely on impact fees to finance the expansion of road capacity. Third, with few exceptions, the "denominator" is trips and not trip length which means they are average cost mechanisms that apply to all development regardless of location, density, and especially distance. As a result, areas of a jurisdiction that yield lower facility costs essentially subsidize those that yield higher costs.

[22] State of Florida, v. The City of Port Orange, Florida, 650 So.2d 1, 19 FLW S563, 1994 Fla. SCt 8286
[23] http://law.onecle.com/texas/transportation/chapter441.html

Adapting the Transportation Utility Fee

Using the transportation utility fee as a starting point, the research team[24] developed an alternative concept for the mobility fee. This approach combines the basic elements of transportation utility fees, but adapts them using the well-developed methods for calculating road impact fees (see Appendix A).

Unlike TUF programs, but like road impact fee programs, the adapted TUF approach considers variations in costs of all transportation components considering location, distance, and density. The service area concept used in road impact fee programs is also applied to introduce locational considerations to fee determinations – something not previously done for TUF programs. In addition, it addresses variation in demand on transportation systems, based on a more refined assessment of different land uses than traditional TUF programs.

The adapted TUF program would have two principal elements: capital and operations (including maintenance and administration). Because the nature of demand for transportation facilities varies by facility, facility demand would be calculated in different ways. Two methods were considered: vehicle miles traveled (VMT) and functional population. These are described below.

Facility demand measured in VMT. VMT calculations are commonly used to apportion road capital costs among different land uses. The adapted TUF could be calculated through the planning horizon by dividing the projected capital and operating cost budget by the VMT generated by existing land uses:

$$Mobility\ Fee = \frac{(Budgeted\ Capital + Operating\ Costs)}{VMT\ Generated\ by\ Existing\ Uses}$$

Generally, calculating VMT-based fees would apply standard impact fee methodologies already used throughout Florida with one important adjustment: the adapted TUF would need to be aligned with local property tax assessor records to capture every property within the prescribed fee boundary, rather than Institute of Transportation Engineers' land use codes, as is customary with impact fee schedules. A related adjustment is calculating the VMT for each assessor record. Because assessor records include the size of structures, VMT for each assessor code can be estimated on a per square-foot basis. When multiplied by the size of the structure, this would provide a proportionate-share relationship between the land use, VMT production, and demand on road facilities. The number of bedrooms is an alternative method for estimating VMT for each assessor code.

Facility demand measured in functional population. Another approach for measuring transportation demand is the concept of functional population, pioneered by James Nicholas.

[24] National experts and co-authors of this report, Arthur C. Nelson, Ph.D., FAICP, Presidential Professor and Director of Metropolitan Research University of Utah and James C. Nicholas, Ph.D., Emeritus Professor of Law and Urban and Regional Planning University of Florida developed this approach as detailed in Appendix A: "An Application of the Utility Enterprise Fund Concept to Finance Transportation Systems in Florida."

Functional population is the effective population being served over the course of a day. For example, if 100,000 people live and work in a community, and if another 60,000 commute into the community to work an 8-hour (one-third day), the functional population is 100,000 + (60,000 x 1/3) = 120,000. The functional population concept has been applied in the Aventura, Florida draft transportation mitigation impact fee and in the Charlotte County, Florida proposed impact fee ordinance.

Aventura, Florida is considering a transportation mitigation impact fee charged to all new development located within the city's transportation concurrency exception area (TCEA). Revenue is used to fund the expansion, operation, and maintenance of the City's circulator system within the TCEA. In this case, the functional population concept was applied to calculate a one-time transportation mitigation impact fee on all new developments. The functional population is a combination of permanent residents, seasonal residents, and visitors that use public services. Fees are charged per dwelling unit (approximately $800 per unit) or per square foot for non-residential development (ranging from $1,200 to $2,500 per square foot). The draft Aventura ordinance adopting this system is included as Appendix B: Aventura Ordinance. The City has delayed adoption of this ordinance due to current economic conditions.

In Charlotte County, Florida, the functional population concept was used to calculate VMT-based impact fees (see Appendix C). Data regarding dwelling unit size and occupancy within the county were analyzed to show proportionality between dwelling unit size and number of occupants as well to determine the size of the average dwelling unit. To establish the impact fee per square foot, the impact fee for the average dwelling unit is determined and then divided by average size of dwelling units to get the fee per square foot of living area. Other aspects of the ordinance, which are more pertinent to the modified impact fee, are described under Approach 2.

Legislative Authorization

The adapted transportation utility approach is a user fee. Its use maybe acceptable if provided as a local option to augment existing funding methods. One implementation mechanism may be within the transportation concurrency backlog authority concept already available in Florida statutes. The purpose of the authority is to plan and finance improvements to one or more transportation facilities with an identified concurrency backlog. One method authorized to fund the plan's implementation is a local concurrency backlog trust fund based on tax increment financing. This legislation could be modified to include an adapted transportation utility fee as an additional funding mechanism. Because recent property tax changes and economic conditions have crippled tax increment financing revenue, the adapted transportation utility fee may prove to be a viable alternative funding source.

Another consideration is that the adapted TUF could be authorized for local use similar to a special assessment district. This would require a referendum and could be based on other stated conditions, such as existing urban areas with significant transportation backlogs.

Applicability to Mobility Fee: The adapted transportation utility fee offers a new approach to funding transportation mobility in Florida by treating transportation facilities, as well as maintenance and operation as a utility. The resulting revenue may be used to fund all aspects of transportation mobility. Application through a rate scale tied to transportation facility use is equitable to all fee payers.

Implementation of the fee will be somewhat complex, particularly initial studies and system set-up through the property tax assessor's office. Administration beyond that point will be routine invoicing, collection, and distribution of revenue. This type of fee is expected to have some impact on reducing VMT and fostering compact, mixed use development by increasing modal alternatives within urban centers.

Summary of Approaches

In summary, the three approaches described above constitute the possibilities for application as a mobility fee. Table A1 compares the attributes of these approaches.

Table A1. Mobility Fee Approach Attributes

FINANCING FEATURE	APPROACH 1 ROAD USER FEE	APPROACH 2 MODIFIED IMPACT FEE	APPROACH 3 ADAPTED TRANSPORTATION UTILITY FEE
FOSTERS COMPACT, MIXED-USE DEVELOPMENT	Yes	Yes	Yes
ASSESSMENT BASE	All road users	New development	All properties in the district
MULTIMODAL REVENUE	High	Moderate	High
CAPITAL REVENUE	High	High	High
OPERATIONS/MAINTENANCE REVENUE	High	Low	High
REVENUE PREDICTABILITY	Recurring / Stable	One-time payment / Cyclical	Recurring / Stable
BACKLOG FINANCING	Yes	No	Yes
ASSESSMENT VARIES BY VMT OR LOCATION	Yes	Yes	Yes
EASE OF IMPLEMENTATION	Difficult	Moderate	Moderate

APPENDIX B: ESTABLISHING THE PLANNING PERIOD

The growth in vehicle miles of travel expected for the county or region through the planning horizon year is estimated using the travel demand model (FSUTMS/CUBE). The resulting growth in VMT is used in calculating the mobility fee rate. In short, VMT is estimated for the base year and the planning horizon year for the county/region with difference between these VMT estimates being the growth in VMT.

$$VMT_{Growth} = VMT_{Horizon\ Year} - VMT_{Base\ Year}$$

Application of FSUTMS/CUBE for Step 4 of the mobility fee model will be much easier for areas that already have an established travel demand model and corresponding long range transportation plan (LRTP). This mobility fee approach can be incorporated within the next LRTP update.

Calculating VMT growth is comprised of three major tasks: scenario generation and land use aggregation, travel demand modeling, and VMT computation. A summary of the tasks is presented below:

1. Generate horizon year socio-economic data based on the adopted mobility plan. Enter corresponding data in the appropriate traffic analysis zones (TAZs) of the travel demand model. This task is commonly performed by MPOs during the development of the MPO long range transportation plan.

    - Because there are uncertainties associated with long range planning, general land uses and estimated densities can be used as a starting point, particularly for developments with a planned buildout in excess of ten years. It is recommended that the highest trip generation rate be chosen for future development when no further information is available. This practice will accommodate a wide variety of possibilities and will produce a more robust analysis. For medium to short range developments more detailed land use information may be available.

    - It may be necessary to aggregate similar or compatible nearby future land uses in each planning area. Given the size of planning regions, a considerable number of modeling details may require simplification to keep the proposed methodology feasible. For this purpose, an aggregation step is completed to prepare the future land use data for input into the FSUTMS model. Similar or compatible land uses can be aggregated within subareas, for example all the shopping center, supermarket and specialty retail center trips in a subarea can be grouped together under one single major category such as commercial. This information can be aggregated geographically to facilitate the data input in the FSUTMS model.

2. Run the travel demand model for each projected aggregated land use, generate the network report, and validate the results.

3. Estimate the VMT growth for the county/region.

$$VMT_{Growth} = VMT_{Horizon\ Year} - VMT_{Base\ Year}$$

- Use the calculation utilities embedded in CUBE to obtain the link distribution percentages for each aggregated planned land use.
- Export the results to GIS or use the GIS and calculation utilities embedded in CUBE to compute VMT. The output of this step includes both total VMT in the county/region and VMT for each planning area. Future VMT for the county/region may also be calculated as the sum of the VMT that fall within each planning area.
- VMT Growth is equal to the difference between horizon year VMT and base year (existing) VMT.

APPENDIX C: CALCULATING EQUIVALENT REGIONS

To determine the ratio of the average distance from a planning area to the middle of urban center or activity center, the actual geometry of the region should be transformed into an equivalent region. This equivalent region consists of a series of concentric circles representing the different planning areas. This concept is illustrated through the example region with three major planning areas: urban center, urban reserve and rural reserve; but it can be extended to a region with additional planning areas.

The equivalent region determination starts by defining a prioritized list of planning areas. The areas where development is planned should be set first in the list. The last area in the list is such that developments occur at the slowest pace in the region. For illustration purposes, assume that the prioritized list consist of urban center, urban reserve, and rural reserve planning. A brief description of the acronyms used in the example is presented below:

- A_{UC}: Area of urban centers defined as the sum of the net areas of the different urban centers in the region
- A_{UR}: Area of urban reserves defined as the sum of the net areas of the different urban reserves in the region
- A_{RR}: Area of rural reserve areas defined as the sum of the net areas of the different rural reserves in the region

The equivalent areas must guarantee that each area in the list contains the previous one. The first area will not contain any other area and therefore it will be smallest. The following is a description on how to form the equivalent planning region for the example case:

- The first element in the list becomes the innermost circle, in this case the urban center. Its equivalent area is the sum of the net areas of the urban centers of the regions. $E_{UC}=A_{UC}$
- The second element in the list becomes the second concentric circle. This circle must be of an area such that contains the equivalent urban center (previous element in the list). In the example case, the equivalent urban reserve (E_{UR}) must contain the areas corresponding to the urban reserves (A_{UR}) and the equivalent urban center (E_{UC}). $E_{UR}=A_{UR}+E_{UC}$
- The last element in the list becomes the outermost circle and must contain all of the inner planning areas. In the example case, the equivalent rural reserve (E_R) must contain the rural reserves and the equivalent urban reserve, E_{UR} (which also contains the urban center). $E_{UR}=A_R+E_{UR}$

Once the equivalent region is obtained, the average distance from the urban center can be obtained by finding the radius of the circle whose area is equal to the area of the equivalent region of interest. This distance can be found by applying the following formula to the equivalent areas:

$$D = \sqrt{\left(\frac{Area\ of\ equivalent\ planning\ area}{\pi}\right)}$$

The suggested procedure is to obtain the average distance to the midpoint of the urban center D_1, D_2, and D_3 for the urban center, urban reserve, and rural areas, respectively. These distances can be obtained as follows:

$$D_1 = \sqrt{\left(\frac{Equivalent\ area\ urban\ center, E_{UC}}{\pi}\right)} \quad D_2 = \sqrt{\left(\frac{Equivalent\ area\ urban\ reserve, E_{UR}}{\pi}\right)}$$

$$D_3 = \sqrt{\left(\frac{Equivalent\ area\ rural\ reserve, E_R}{\pi}\right)}$$

For example, if $D_2 = 2 \times D_1$ and $D_3 = 3 \times D_1$, the distances D_1, D_2, and D_3 and their associated rates in each planning area can be presented as shown in Figure C1. This procedure can be applied even in cases in which there are planning areas scattered over a region. The average measure of distance is based on the desirability of development in terms of land use type and accessibility and not necessarily physical proximity to the urban center. This procedure can be modified to accommodate different cases and must be applied with caution, checking that the resulting tiered-rate structure is reasonable.

Once the equivalent planning region has been determined it can be treated as the original planning region for fee calculation purposes.

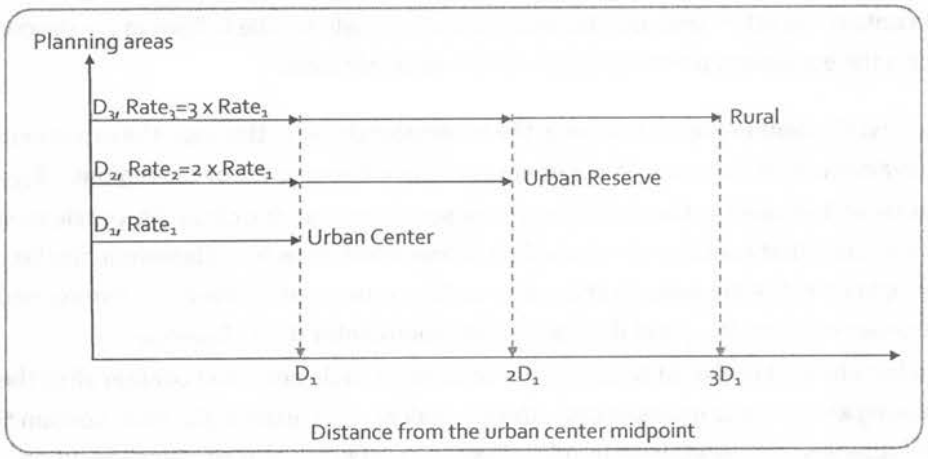
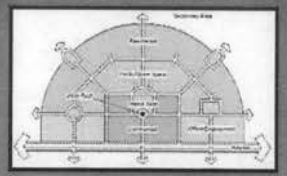


Figure C1: Distance from planning areas to the midpoint of the urban center

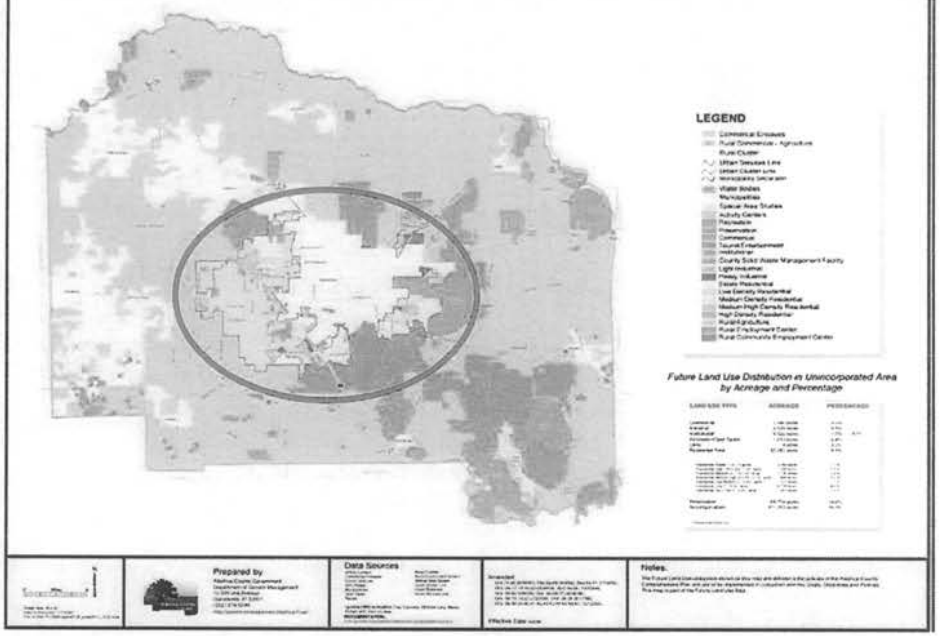
Mobility

MULTI-MODAL TRANSPORTATION MITIGATION



Jonathan B. Paul, AICP MA² & Jeffrey L. Hays

FUTURE LAND USE MAP 2020 - ALACHUA COUNTY, FLORIDA



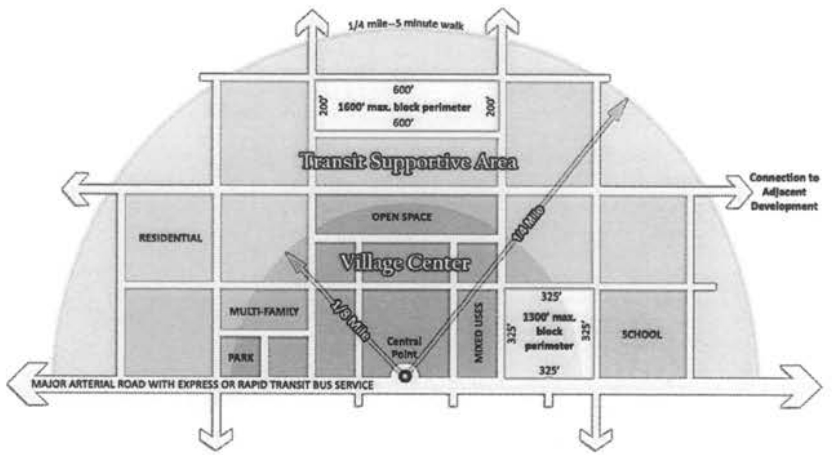
LAND USE
- TOD
- TND
- Activity Centers
- Urban Cluster
- Policies
- Proactive outreach

TRANSPORTATION
- Multimodal Plan
- Bus Rapid Transit
- Roadway Connections
- Lanes over I-75
- Bicycle-pedestrian network

FUNDING
- Mobility Fee based on VMT
- Bonds
- Infrastructure Assessment
- Infrastructure sales tax
- State, Federal transit $

Alachua County Mobility Plan

TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) & TRANSIT ORIENTED DEVELOPMENT (TOD)



THE ADOPTION OF THE MULTI-MODAL TRANSPORTATION MITIGATION PROGRAM (MMTM) IS THE MOST IMPORTANT REASONS WHY DCA DID NOT OBJECT TO THE TRANSPORTATION COMPONENT OF THE MOBILITY PLAN OR URBAN SERVICE AREA / TRANSPORTATION CONCURRENCY EXCEPTION AREA

NO SPRINGHILL, SANTA FE, NEWBERRY VILLAGE OR CELEBRATION POINTE

MULTI-MODAL TRANSPORTATION MITIGATION PROGRAM (MMTM)

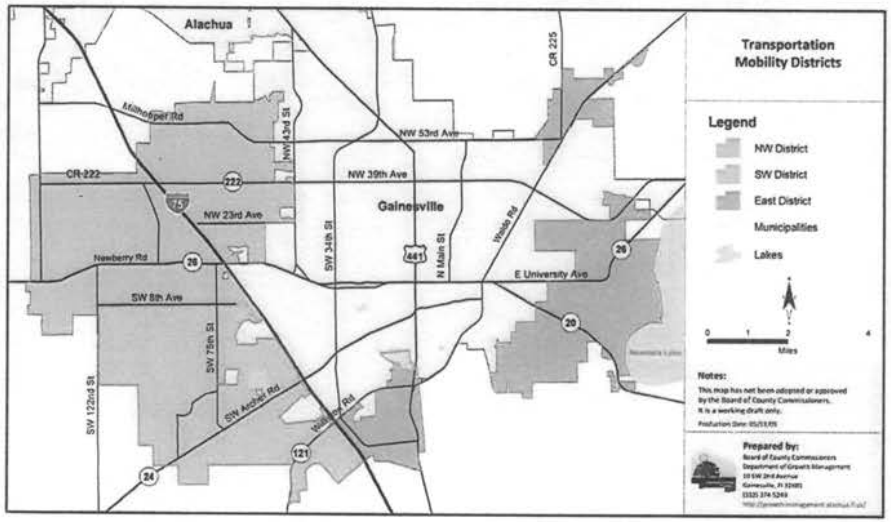
APPLIES TO PROJECT W/O CONCURRENCY

- STREAMLINED CONCURRENCY PROCESS
- 1x PAYMENT TO MITIGATE IMPACT

- ELIMINATE CONCURRENCY UNCERTAINTY
- DETERMINE PROJECT MITIGATION
- SIMPLER TO WORK OUT FINANCING

- SIMPLE LOOK-UP TABLE
- INTEGRATES TOD & TND

MULTI-MODAL TRANSPORTATION DISTRICTS



IMPACT FEE VS. MITIGATION

LEGISLATIVE UNCERTAINTY

- Did not formally enact Mobility Fee
- Constantly changing statues
- Upcoming session
- Funding transit

CONCURRENCY RESERVATION

- Projects with CLSC – Pay Impact Fee
- Mitigation specific to concurrency
- Reduce confusion - fee vs. mitigation
- Vested rights concerns

MMTM PROJECTS

CONSISTENT WITH COMP PLAN & CIE

- Roadways
- Dedicated Transit Lanes
- Trails and Paths
- Buses
- Bus Maintenance Facility
- Park and Ride

- Peak Hour Transit Service – 10%

MMTM PROCESS

MMTM APPLIES TO PROJECTS W/O CLSC

- EVALUATE PROJECTS CLSC & TRAFFIC
- SUBMIT MMTM AGREEMENT @ PRELIMINARY
- AGREEMENT APPROVED BEFORE FINAL
- OPTION – APPROVE AGREEMENT @ PRELIM
- RECORD AGREEMENT WITH CLERK
- NEXT STEP - ASSESS MITIGATION

- PROPOSED - BOCC APPROVE AGREEMENT
- OPTION 1 – CTY MGR APPROVE AGREEMENT
- OPTION 2 – CMO APPROVE AGREEMENT

MMTM ASSESSMENT

- ASSESSED @ BUILDING PERMIT
- PAYABLE @ FINAL INSPECTION
- OPTION - PAY @ DEVELOPMENT PLAN

PAYMENT INCENTIVE:

- 15% reduction pay @ Development Plan
- 7.5% reduction pay @ Building Permit
- 0% reduction @ Final Inspection

COMPLEX MMTM FORMULA

$VMTg = VMTf - VMTb$

$Tcfl = Cc - Cr$

$Ttofl = Toc - Cr$

$VMTr = (Tcfl / VMTg) + (Ttofl / VMTg)$

$VMTp = (Tg * Atl) * .5) * (1 - \%CC) * (\%NT)$

Multi-Modal Transportation Mitigation = VMTr * VMTp

SIMPLIFIED MMTM TABLE

	Non TND/TOD	TND	TOD
RESIDENTIAL:			
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:			
All Residential per 1,000 FT²	$3,400	$2,680	$1,989
Residential Expansion per 1,000 FT²	$1,700	$1,340	$998
INSTITUTIONAL PER 1,000 FT²:			
Private School (K-12)	$3,763	$3,199	$2,527
Place of Worship	$3,499	$2,974	$2,349
Day Care Center	$5,052	$4,295	$3,537
Library	$6,546	$5,564	$4,582
OFFICE PER 1,000 FT² :			
Businesses & Professional Services (less than 50,000 FT²	$5,264	$4,474	$3,685
Businesses & Professional Services (50,000 FT² & greate	$7,024	$5,970	$4,917
MEDICAL BUILDINGS PER 1,000 FT²:			
Medical / Dental Offices	$7,664	$6,515	$5,365
Hospitals	$7,183	$6,105	$5,028
Nursing Home	$2,078	$1,766	$1,455

SIMPLIFIED MMTM TABLE - RETAIL

	Non TND/TOD	TND	TOD
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:			
Small Scale Retail Store (less than 20,000 FT²)	$8,844	$7,075	$5,307
Medium Scale Retail Store (20,000 to 50,000 FT²)	$14,718	$12,510	$10,303
Large Scale Retail Store (greater than 50,000 FT²)	$23,531	$20,001	$16,472
Large Scale Retail Superstore	$41,521	$35,293	$29,065
Large Scale Wholesale Club - Membership	$26,724	$21,577	$17,773
Grocery Store	$23,398	$19,888	$16,379
Pharmacy with Drive-Thru	$16,007	$13,606	$11,205
Restaurant with Drive-Thru	$28,255	$24,017	$19,779
Car Sales	$16,939	--	--
Auto Parts Stores	$16,064	--	--
Tire & Auto Repair	$5,929	--	--
NON-RESIDENTIAL:			
Hotel Per Room	$5,059	$4,047	$3,036
Movie Theater Per Screen	$24,080	$19,445	$16,015
Bank with Drive-Thru Per Drive-Thru Lane	$22,049	$18,742	$15,434
Convenience Market & Gas Per Pump	$35,552	$30,219	$24,886
Quick Lube Vehicle Service Per Bay	$6,709	$5,646	$4,649
Car Wash Per Stall	$7,076	$5,955	$4,904

TRUE ROAD PLAN VS. MMTM COST

Land Use	Roadway Only Mitigation	MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)					
		Development Pattern			Difference from Roadway Only Mitigation		
		NON TND/TOD	TND	TOD	NON TND/TOD	TND	TOD
2,000 sq ft single family	$13,130	$6,800	$5,360	$3,987	-$6,330	-$7,770	-$9,143
10,000 sq ft office	$101,620	$52,640	$44,740	$36,850	-$48,980	-$56,880	-$64,770
10,000 sq ft retail	$170,750	$88,443	$70,755	$53,066	-$82,307	-$99,995	-$117,684

SOURCE: MULTI-MODAL TRANSPORTATION MITIGATION WHITE PAPER

FUNDING NEEDS

- MMTM WILL NOT FULLY FUND NEEDS
- NEED FOR MORE STABLE SOURCE
- MTPO / STATE / FEDERAL
- BACKLOG / TIF PLAN – ONE SOURCE

- TRANSIT FUNDING NEXT SLIDE

TRANSIT FUNDING NEEDS

- NEED RECURRING REVENUE SOURCE
- UF PAY GREATER SHARE IN FUTURE
- SANTA FE COLLEGE
- BACKLOG / TIF PLAN

- NEED REGIONAL TRANSIT AUTHORITY
- NEED REGIONAL FUNDING MECHANISM

QUESTIONS

COMMENTS

Jonathan B. Paul, AICP MA² - jbpaul@alachuacounty.us

Jeffrey L. Hays – jhays@alachuacounty.us

January 25, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, design and permitting of the two facilities associated with a Sustainable Solid Waste Program.(Amended) (Amended)

Amount
$400,000.00

Description
Request Approval to transfer funds from Solid Waste Fund Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program, plus verbal update on project status.

Recommendation
Approve the Budget Amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program.

Alternative(s)
Do not Approve the Budget Amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program.

Requested By
Richard Hedrick (Sally Palmi x1282)

Originating Department
Public Works

Attachment(s) Description
Budget Amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility

Documents Requiring Action
Budget Amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program.

Executive Summary
Staff have been tasked to move forward with a Sustainable Solid Waste Program which includes the design and permitting of facilities that are required to meet the following goals: 1) reach the mandated state and local 75% Recycling Goal 2) establish an organics recycling program 3) continue development of a Resource Recovery Park 4) establish regulatory flow control

Background
The adoption by the state of Florida 75% recycling goal and Alachua County's Comprehensive Plan goals has guided staff in the creation of a timeline and methodology for building a sustainable solid waste program. Board of County Commssioners endorsed this plan at the Novemeber 23, 2010 regular Board meeting. Staff was directed to move forward with the next steps in the design

of these facilites which includes a public involvement process, selection of a mixed waste processing facility and location feasibility analysis for the organics recycling facility.

Issues
Selection of the redesign options of the existing transfer station to a mixed waste processing facility range from low mechanization, low cost and minimal diversion to a mid-range facility with higher mechanization, greater cost and diversion to a high end facility with greater mechanization, higher costs and the most diversion.

Fiscal Recommendation
Approve the transfer $400,000 of solid waste reserves to the Sustainable Solid Waste Program

Fiscal Alternative(s)
Do not approve the transfer $400,000 of solid waste reserves to the Sustainable Solid Waste Program

Funding Sources
Solid Waste Fund Reserves

Account Code(s)
400-7640-534.63-98

Attachment: SUSTAINABILITY PROGRAM BA.pdf

Kenneth Fair

From: Kim Carter
Sent: Tuesday, November 23, 2010 5:26 PM
To: PublicWorks
Cc: Randall H. Reid; Richard Drummond; Richelle M. Sucara; Rhonda Baxter; Kelley McRae
Subject: Rick Hedrick Out of the Office
Attachments: Kim Carter.vcf

Dear Public Works:

Rick Hedrick is out of the office on Wednesday, November 24, 2010. During his absence David Cerlanek, County Engineer, will be in charge and have full signatory authority. If you need to reach him please call 352-374-5245 x 1214 or e-mail him at dcerlanek@alachuacounty.us.

OUR NEW OFFICE HOURS ARE MONDAY THRU THURSDAY 7:00 A.M. TO 5:30 P.M.

Kim L. Carter
Sr. Staff Assistant
Alachua County Public Works
P. O. Box 1188
Gainesville Florida 32602
352-374-5245 X 1210
fax 352-337-6243
http://www.alachuacounty.us/community/newsletters/

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11058
GROUP NUMBER	927
PERIOD/DATE	03/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Solid Waste System	Solid Waste-Waste Management	Infrastructure/Improv Other than Building	400-7640-534.63-98		400,000
2	Solid Waste System	Solid Waste-Waste Management	Improvement OTB/Asset Reclassification	400-7640-534.64-98		(400,000)
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	0	0
COMBINED TOTAL		0

PERFORMANCE RESULTS: To set-up budget for engineering for sustainable solid waste program project. THIS AMENDMENT REFLECTS THE USE OF FUND BALANCE

Ken Fair
PREPARED BY:

RF 11/24/10

ANALYST

SP 11/24/10

FOR RH
ELECTED OFFICIAL OR DEPARTMENT HEAD

11/24/10

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 JAN 27 PM 2 12

Updated by OMB November 2006

January 25, 2011 Regular BoCC Meeting
Agenda Item #15

Title
Presentation: CHOICES Program Evaluation (Amended)

Amount
N/A

Description
The Department of Community Support Services (CSS) has completed an evaluation of the CHOICES Program. This was done through a contract with the University of Florida by Florida Survey Research Center (FSR). This item will present the Report prepared by FSR to the Board of County Commissioners

Recommendation
Hear the Presentation on the CHOICES Program Evaluation by Florida Survey Research Director Dr. Michael Scicchitano.

Alternative(s)
Do not hear presentation

Requested By
Elmira K Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Department of Community Support Services

Attachment(s) Description
PowerPoint Presentation by Florida Survey Research; Program Evaluation Report.

Documents Requiring Action
None

Executive Summary
Through a contract with Florida Survey Research Center the Alachua County Department of Community Support Services conducted a Program Evaluation of the CHOICES Program. FSR conducted the Program Evaluation and submitted a Report to CSS. This presentation will summarize the results of that Report.

Background
Florida Survey Research developed survey instruments and conducted a phone survey of current CHOICES members, disenrolled CHOICES members, providers and stakeholders. They also conducted two Focus Groups with current CHOICES members. They prepared and submitted a final Report to CSS.

Issues
The Program Evaluation was designed to assess how well CHOICES was achieving the goals set for it by the County.

Fiscal Recommendation
None

Fiscal Alternative(s)
None

Funding Sources
None

Account Code(s)
None

Attachment: CHOICES Full Report Final.pdf
Attachment: CHOICES Presentation FSR.pdf

CHOICES: Program Evaluation

12/3/2010

Florida Survey Research Center – University of Florida
Michael J. Scicchitano, Ph.D. & Tracy L. Johns, Ph.D.

FSRC
Florida Survey Research Center

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Introduction

Alachua County, Florida, commissioned the Florida Survey Research Center at the University of Florida (FSRC) to conduct a program evaluation of its CHOICES Health Services program. This evaluation included two telephone surveys (one of current program enrollees and one of participants who have disenrolled from the program); two focus groups with current program enrollees; structured survey interviews of health care providers who participate in the program; and, structured survey interviews of local stakeholders who are familiar with the program.

Format of the Report

This report is divided into several sections that first present background on the research process and then present the results of the completed surveys and focus groups.

The report begins with a Program Evaluation summary, an overview of the CHOICES program based on the results of the surveys and the focus group. The sections that follow provide the detailed results of each component of the evaluation (surveys of enrollees, disenrollees, providers, and stakeholders and focus groups of enrollees). These sections provide detailed information on the findings, including tables and figures (where appropriate) summarizing responses to each question, or quotes and explanations (as appropriate).

For survey results, please note that each Table or Figure indicates the total number of respondents who answered the question. Any "open-ended" survey answers provided by respondents are quoted directly and were transcribed directly by interviewers. Focus group comments are also directly quoted when noted, or otherwise paraphrased.

Telephone Surveys: Procedure & Methodology

The surveys of CHOICES enrollees, disenrollees, providers, and stakeholders were conducted by telephone from the survey facilities of the FSRC at the University of Florida in Gainesville, Florida. The population under study in the survey of enrollees is all current CHOICES enrollees who were age 18 or older at the time of the survey and who have working telephone numbers. The population under study in the survey of disenrollees is all former CHOICES enrollees who have now disenrolled from the program, who were age 18 or older at the time of the survey, and who have working telephone numbers. The population under study in the survey of providers is all current CHOICES providers (including primary care providers, dental care providers, and vision care providers). The population under study in the survey of stakeholders is all current CHOICES Advisory Board members and all members of the Alachua County Board of County Commissioners.

Sampling

CHOICES Enrollees

The listed sample of CHOICES enrollees was drawn from a provided file of all current CHOICES members with working telephone numbers. The list was first randomized to insure that all CHOICES enrollees in the population had an equal likeliness of being selected for the survey sample.

The sample size for the survey is 339 completed surveys. Based on the population of CHOICES enrollees with telephone numbers (1,708), a sample of 339 completions will provide a margin of error of +/- 5% at a 95% confidence level. This means that 95 percent of the time the true responses will be five percentage points above or below the response from the survey. (For example, if 75% of the respondents indicate that their favorite color is blue, the true percentage of individuals whose favorite color is blue will be between 71% and 79%.)

CHOICES Disenrollees

The listed sample of CHOICES disenrollees was drawn from a provided file of all former CHOICES members with working telephone numbers. The list was first randomized to insure that all CHOICES disenrollees in the population had an equal likeliness of being selected for the survey sample.

The sample size for the survey is 142 completed surveys. Based on the population of CHOICES disenrollees with telephone numbers (1,308), a sample of 142 completions will provide a margin of error of +/- 7.77% at a 95% confidence level. This means that 95 percent of the time the true responses will be eight percentage points above or below the response from the survey. (For example, if 75% of the respondents indicate that their favorite color is blue, the true percentage of individuals whose favorite color is blue will be between 67% and 83%.)

CHOICES Providers

The listed sample of CHOICES providers included all CHOICES providers in primary care, dental care, and vision care. Substantial efforts were made to contact all providers on the lists. The sample size for the survey is 23 completed surveys. Based on the population of CHOICES providers (27), a sample of 23 completions will provide a margin of error of +/- 8.02% at a 95% confidence level. This means that 95 percent of the time the true responses will be eight percentage points above or below the response from the survey. (For example, if 75% of the respondents indicate that their favorite color is blue, the true percentage of individuals whose favorite color is blue will be between 67% and 87%.)

CHOICES Stakeholders

The listed sample of CHOICES stakeholders included all current CHOICES Advisory Board members and all members of the Alachua County Board of County Commissioners. Substantial efforts were made to contact all stakeholders on the list. The sample size for the survey is 8 completed surveys.

Telephone Survey Procedure

The Florida Survey Research Center makes substantial efforts to reduce error from non-responses. Non-response error may result in a bias because those individuals who either refuse to participate or cannot be reached to participate may be systematically different from those individuals who do complete the survey. Our efforts to reduce non-response begin with thoughtful preparation of both the introductory statement and the survey instrument in a format that promotes participation and full response to all questions. In addition, we train our interviewers extensively to ensure that they understand the survey instrument and the material content of the questions it poses, and to ensure proper completion of the form itself.

Pretest

Pretesting is used to identify any problems with questionnaire design, including question wording, transitions between sections of the survey, and clarity of language and concepts. Following construction and approval of the survey instrument by the County, the surveys were coded and loaded into the FSRC CATI system, an interactive front-end computer system that aids interviewers in asking questions over the phone. The FSRC pretesting process began by repeated testing of the CATI programming language to insure that the questionnaires were working properly and that all responses were properly coded.

After the programs were completely tested and found to be operating soundly, the FSRC conducted extensive pretests of the survey instruments with respondents from the sample groups. The interviewers who conducted the pretest surveys are experienced members of the FSRC staff who were carefully trained in the use of the survey instruments. Supervisors monitored implementation of the pretest surveys via a telephone and computer monitoring system that permits listening to interviewers and watching computer data entry of responses as surveys are being completed. Supervisors and interviewers then noted any issues that arose with the use of the instruments in the field. Revisions were made as needed, and field implementation began.

Implementation

The first step of the implementation process is loading the final version of the survey instrument into the FSRC Computer-Aided Telephone Interviewing (CATI) system. The FSRC CATI system is an interactive front-end computer system that aids interviewers in asking questions over the telephone. As surveys are completed, respondents' answers are keyed into the computer system immediately by the interviewer. The CATI system helps prevent errors as it prompts the researcher to ask correct questions based on built-in skip patterns and eliminates out-of-range responses. This supports extremely complicated questioning patterns, branching, and multiple survey designs for the same project. Data are automatically and instantaneously recorded into an ASCII database.

Interviewers were trained by a supervisor in the implementation of the survey instruments. Test survey instruments were loaded in the CATI system for the interviewers to practice before making calls to potential respondents. The FSRC supervisor reviewed each question in the instruments with the interviewers and then resolved any difficulties that interviewers experienced before they began live calls.

The survey of CHOICES enrollees was conducted on weekday evenings, Monday through Friday, from 5:30 p.m. until 9:30 p.m., on Saturdays from 1:00 p.m. until 5:00 p.m., and on Sundays from 1:00 p.m. until 5:00 p.m. A total of 339 interviews were completed between August 10, 2010 and August 25, 2010. The survey of CHOICES disenrollees was conducted on weekday evenings, Monday through Friday, from 5:30 p.m. until 9:30 p.m., on Saturdays from 1:00 p.m. until 5:00 p.m., and on Sundays from 1:00 p.m. until 5:00 p.m. A total of 142 interviews were completed between August 13, 2010 and August 31, 2010. The survey of CHOICES providers was conducted on weekdays, Monday through Friday, from 9:00 a.m. until 5:00 p.m. A total of 23 surveys were completed between August 24, 2010 and August 30, 2010. The survey of CHOICES stakeholders was conducted on weekdays, Monday through Friday, from 9:00 a.m. until 5:00 p.m. A total of 8 surveys were completed between August 26, 2010 and September 13, 2010.

An experienced supervisor was assigned to each work shift to monitor interviewers and answer any questions that may have arisen. The FSRC supervisors have the ability to both listen to interviewers as they conduct surveys as well as watch, on the supervisor's computer monitor, the data input by the interviewers into the CATI system. Each interviewer is evaluated for performance and accuracy at least once each shift.

Data sets were downloaded at regular intervals and analyzed. Each question option and branching set was checked to be certain that everything was working correctly and that accurate data were being recorded. At the conclusion of the data collection, the final data files were again analyzed using the SAS® data analysis system. The data were weighted as noted above, and compiled for this summary report.

Focus Groups: Procedure & Methodology

Two focus groups were held with current CHOICES enrollees to better understand participants' experiences in the program and to provide more in-depth assessments of any quality of life changes brought about by CHOICES, as well as any issues faced in the program.

Two samples of participants were drawn from randomized lists of all current CHOICES enrollees. Each potential participant was first contacted by telephone. Those contacted CHOICES enrollees who were interested in participating were asked a series of questions about their availability, length of time in the program, CHOICES services utilized, and basic demographic questions. Based on these characteristics and availability, the FSRC selected the most diverse groups of participants possible (in terms of gender, race, age, length of time in program, services used, etc.) to participate in each of the focus groups.

In total, 16 CHOICES enrollees participated in the focus groups – 8 in the morning group, and 8 in the afternoon group. The two focus groups were held on Saturday, August 7, 2010, and each lasted about 90 minutes. All participants were provided with refreshments and a $50 stipend in thanks for their participation.

The Florida Survey Research Center makes substantial efforts to insure that all focus group participants contribute openly to group discussion, while still focusing on the issues important to the project. Our

efforts begin with thoughtful preparation of the interview protocol, which sets an initial tone for participation and then guides the discussion. In addition, the FSRC focus group moderator is experienced at keeping participants on topic, probing for more in-depth responses when needed, and making sure that all group members contribute and feel free to speak openly.

Both focus group sessions were digitally audio-recorded and then transcribed in their entirety. Next, a qualitative analysis was conducted to identify key themes and patterns within each topic category addressed by the protocol. The full report below presents these patterns and themes, grouped by the discussion categories outlined in the protocol, and then details common responses with supporting quotes. Dissenting opinions are noted when they appear, and example quotations are supplied.

Program Evaluation Summary

Introduction

The CHOICES program offered by Alachua County government was started in 2005 to provide health care coverage and services to County residents in need. The goals of the CHICES program are as follows:

- Help uninsured residents of Alachua County stay healthy;
- Provide access to services that many working, uninsured residents need but may have put off due to a lack of adequate health coverage;
- Reduce emergency room visits and hospitalization;
- Increase the use of preventative health care;
- Provide quality health care for the medically underserved;
- Make Alachua County a healthier place.

Before Alachua County residents can take advantage of the benefits of the CHOICES program, they must meet several eligibility requirements. The eligibility requirements for the CHOICES program are as follows:

- Age 18 – 64 (County residents age 65 and older may qualify to receive dental services);
- U.S. Citizen or permanent resident;
- Alachua County resident;
- Employed an average of 80 hours monthly;
- Not eligible for Medicaid or Veterans benefits;
- No health care coverage or unaffordable employer health benefits (affordability criteria apply).

In addition, the CHOICES program has income restrictions based on family size.

While the CHOICES program has been in operation for several years, there has not been a formal program evaluation to assess if it is achieving its goals. The purpose of this evaluation is to determine the effectiveness of the CHOICES program in meeting its goals. In completing this evaluation, the FSRC conducted an extensive process of data collection. The data collection efforts for this evaluation are as follows:

- A survey of 339 individuals who are currently enrolled in the CHOICES program;
- A survey of 142 individuals who are currently disenrolled from the CHOICES program;
- Two focus groups of individuals who are currently enrolled in the CHOICES program;
- Structured interviews of 24 CHOICES health care providers;
- Structured interviews of 8 CHOICES stake holders.

As a result of this extensive data collection, the FSRC has extensive quantitative and qualitative information to evaluate the CHOICES program.

CHOICES: Program Evaluation Summary

Program Evaluation Components

Program evaluation includes several components for assessing various aspects of a program's operation and the extent to which program goals are being achieved. The three program evaluation approaches used in the evaluation of the CHOICES program are as follows:

- Needs Assessment – determine the need for health insurance coverage;
- Program Process Analysis – determine if the program activities needed to achieve program goals of improved access to care and improved health status are being implemented;
- Program Goal Analysis – determine the extent to which program enrollees are using health services, the impact of these services on their health, and the impact of CHOICES on their quality of life.

Needs Assessment

The first evaluation approach, needs assessment, is typically done before a program is implemented to determine the extent to which the individuals that the program targets to receive services need or want those services. Even though the CHOICES program has been in operation for several years, it is possible to complete an effective "retrospective assessment" of the extent to which current program enrollees needed or wanted health coverage prior to the program. For example, CHOICES enrollees who did not have health insurance coverage or who had limited health insurance coverage prior to joining the program were asked to indicate the reasons for their previous lack of coverage.

Program Processes

Two other key tasks of a program evaluation are to examine program processes and program goals. Program processes relate to the activities that need to be conducted to achieve program goals. Because the actual health-care services are provided by participating physicians and health-care facilities, there are relatively few program processes or activities actually conducted by CHOICES staff. Still, the CHOICES program must perform a number of important activities for the program to be successful. These activities are as follows:

- Make potentially qualified Alachua County residents aware of the CHOICES program;
- Enroll qualified individuals in the CHOICES program;
- Assist individuals in obtaining a primary care physician;
- Provide payments to providers for services provided to CHOICES enrollees in a timely and accurate manner.

Program Goals

There are three categories of program goals that will be examined in this analysis. The first goal is improving access to health care services. Clearly, the health of program enrollees cannot be improved if they are not using available health care services. The second goal is to improve the physical and dental health of the enrollees. There is also a longer-term goal of the CHOICES program related to enhancing the quality of life of the enrollees. Enrollees' quality of life can be improved because they have more money to spend on family or recreational activities, since they may spend less on health care insurance and medical expenses. If the health of enrollees is improved, they should be better able to engage in family or other activities that enrich their lives.

CHOICES: Program Evaluation Summary

CHOICES Evaluation

This evaluation will first use the data provided from the surveys and focus groups to assess the need for the CHOICES program and how well the CHOICES program has performed the important program activities. The next section of the evaluation will then examine how well CHOICES has achieved the three categories of program goals.

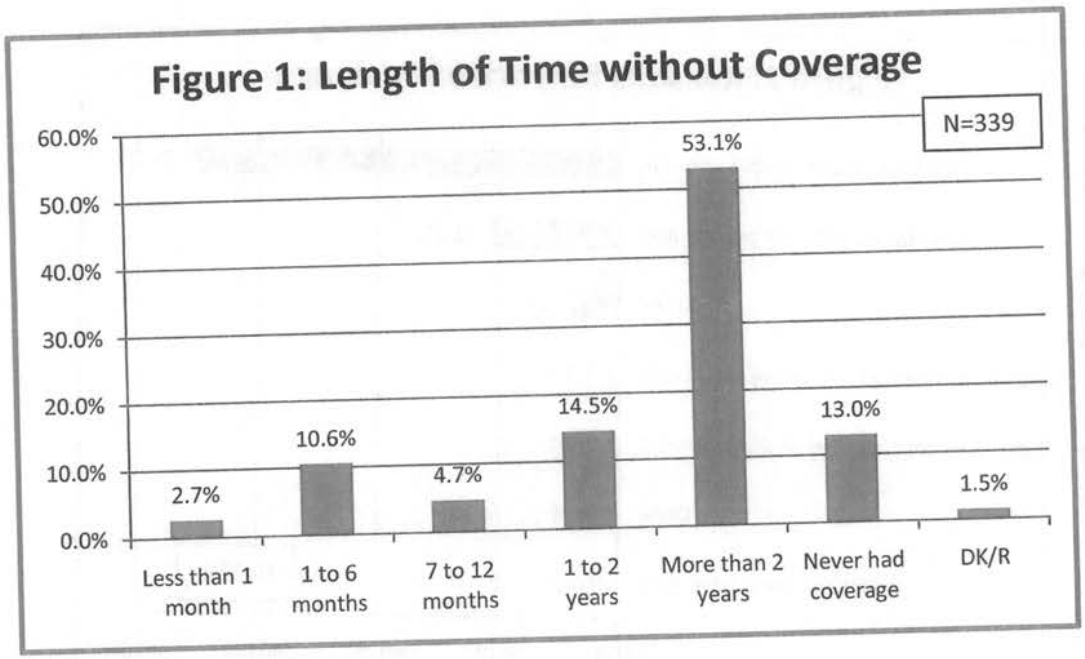
The four surveys and two focus groups that were implemented as part of this evaluation provide a wealth of information and different perspectives regarding the CHOICES program. The initial section of this report will pull information from the enrollee, disenrollee, and provider surveys and focus groups to complete the evaluation of the program needs, program processes, and program goals. (More detailed information regarding the surveys and focus groups is found in the following sections that provide a comprehensive analysis of each survey and the two focus groups.) Please note that because of the small number of individuals who completed the stakeholder survey (N=8), the results from that survey were not included in this portion of the evaluation.

An important aspect of conducting an evaluation, especially in assessing the success of a program in achieving its goals, is the use of comparison. Comparisons to individuals who do not receive program services make it possible to assess the impact of a program. The effects of a program on individuals who receive program services can be compared to a "control" group of individuals who do not receive the services. Also, the individuals who receive the services of a program can be compared to themselves prior to receiving the program services. In implementing this evaluation, the FSRC asked the enrollees to compare their health status and related factors before and after joining CHOICES. Given the salience of an individual's health, we believe that this approach provides an accurate assessment of the impact of the CHOICES program on enrollees.

The Need for CHOICES Services

The survey asked enrollees several questions related to their health insurance coverage prior to joining the CHOICES program. These questions relate to their coverage or lack of health care coverage before they enrolled in the CHOICES program and any reasons why they did not have health insurance coverage. Responses to these questions, as well as discussions during the focus group sessions, provide an assessment of the enrollees' need for health insurance coverage.

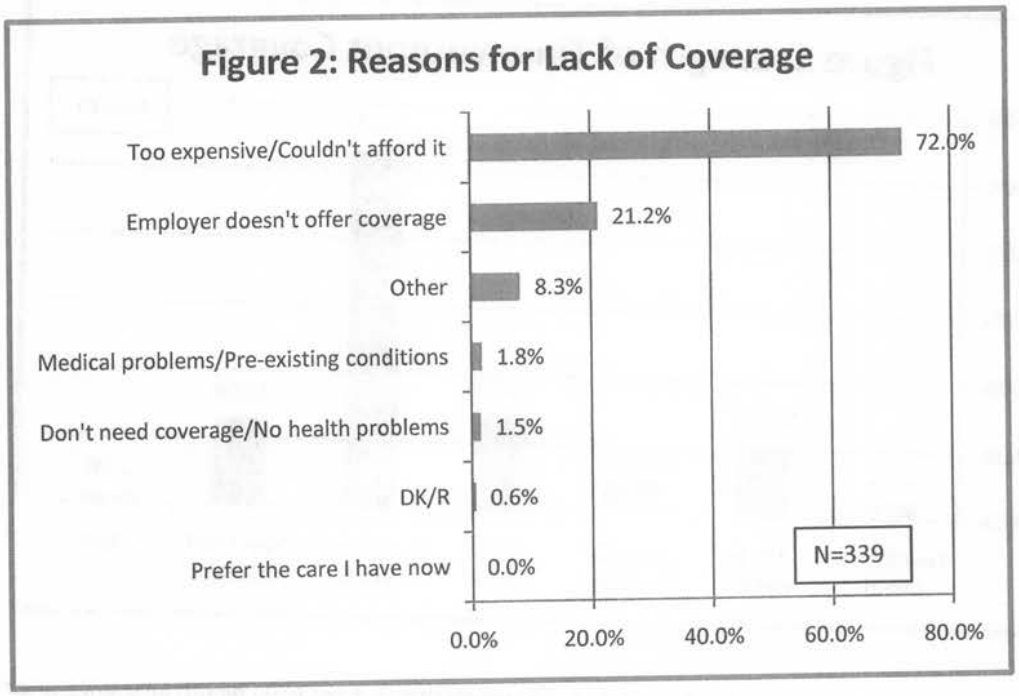
A substantial majority of the enrollees we surveyed needed CHOICES services because they either never had health insurance coverage or did not have coverage for an extended period of time. The results in Figure 1 indicate that more than four-fifths (80.6%) of the enrollees we surveyed either never had health insurance coverage or had been without coverage for at least a year.



Most of the enrollees we surveyed indicated that the reason they did not have health insurance prior to joining CHOICES was that they could not afford to pay for the insurance (see Figure 2 below).

Nearly three-quarters (72.0%) of the survey respondents indicate that they did not have health insurance prior to joining CHOICES because they could not afford coverage. Another one-fifth (21.2%) indicated that they did not have coverage prior to joining CHOICES because their employer does not offer health insurance (and presumably, they could not afford coverage on their own).

The results of the survey were confirmed by the discussions in the focus groups. The focus group participants noted that their employers either do not offer health insurance, or, if they do, the plans require them to pay some of the costs. The cost of participating was simply too expensive for them to pay.



These results are not surprising in light of US Census data which show that 18.1% of Alachua County residents who are age 18 to 64 and employed in the labor force have no health insurance coverage.[1] Clearly, there is a substantial need for the CHOICES program and that is the primary factor that motivated the current enrollees to join the program.

CHOICES Program Activities

The health care services for enrollees are delivered by individual health care providers. Still, there are several important activities that the CHOICES program staff must provide for the enrollees to have access to health care professionals and the services that they provide. These services are as follows:

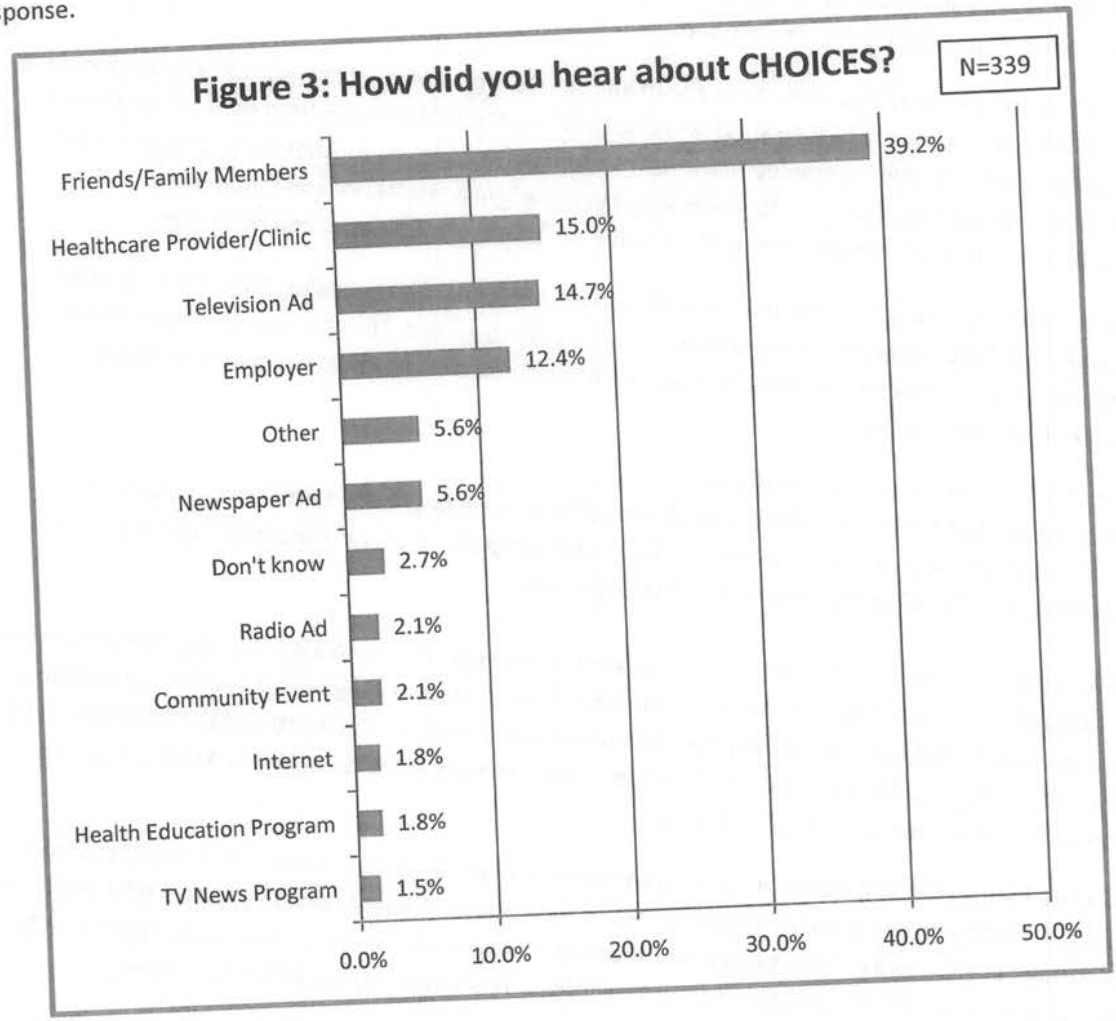
- Make potentially qualified Alachua County residents aware of the CHOICES program;
- Enroll qualified individuals in the CHOICES program;
- Assist individuals in obtaining a primary care physician;
- Provide payments to health care providers for services provided to CHOICES enrollees in a timely and accurate manner.

The surveys and focus groups provide important insights into how successful the CHOICES program staff is in completing these activities so that enrollees can obtain the benefits of the program.

[1] US Census Bureau, 2009 American Community Survey, Table B27011

Awareness of the CHOICES Program

The survey asked the CHOICES enrollees to indicate how they first heard about the CHOICES program. The responses are presented in Figure 3. Survey respondents were able to provide more than one response.



Nearly two-fifths (39.2%) of the respondents indicate that they first heard about the CHOICES program from "Friends or Family Members." Fifteen percent of the respondents report that they first heard about the CHOICES program from a "Healthcare Provider or Health Clinic," and about the same percentage of individuals (14.7%) heard about the CHOICES program from "Television Ads." It is interesting that relatively few enrollees heard about the CHOICES program from "Newspaper Ads" (5.6%), "Radio Ads" (2.1%), or "Community Events" (2.1%).

Despite the efforts of the CHOICES program to make individuals aware of the program, enrollees are more likely to learn about the program from "Friends or Family Members" than other sources of information about the program.

CHOICES: Program Evaluation Summary

Enrolling in the CHOICES Program

The focus group asked participants to indicate if they had any problems applying to the CHOICES program, being accepted, or filling out the initial paperwork. The results of the focus groups discussions indicate that very few of the participants indicate any kind of issues with applying to the CHOICES program or completing the initial paperwork.

The vast majority of participants note a smooth and simple process for application and acceptance. One person who had an issue with their paperwork reports that the problem was fixed right away and that the staff was very helpful in completing the forms and resolving the issue. Another participant notes that he or she attempted to apply to the program very early in its existence and found it too complicated, but upon reapplication in 2009, found the process much easier and issue-free.

In sum, while there may have been some problems enrolling qualified individuals when the CHOICES program first began operation, these problems have been corrected. The vast majority of the focus group participants indicate that they had no problems completing the initial paperwork or being accepted into the program.

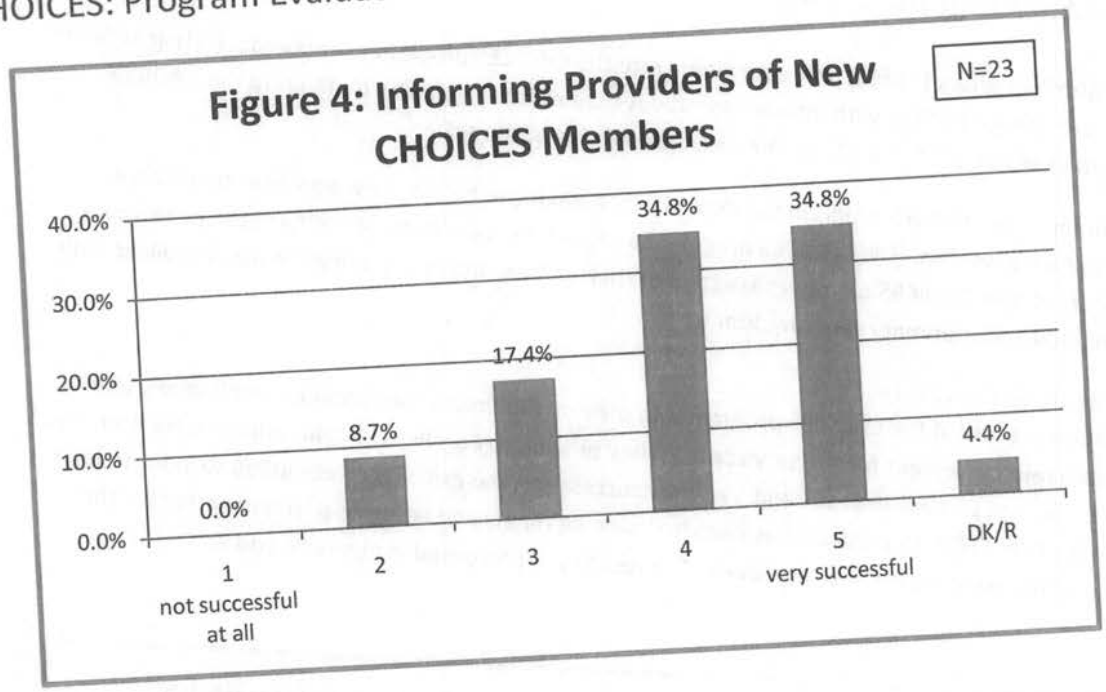
Obtaining a Primary Care Physician

An important first task for enrollees is to obtain a primary care physician. Enrollees can choose a primary care physician when they initially enroll in the program. If they do not select a primary care physician, the CHOICES program will select one for them.

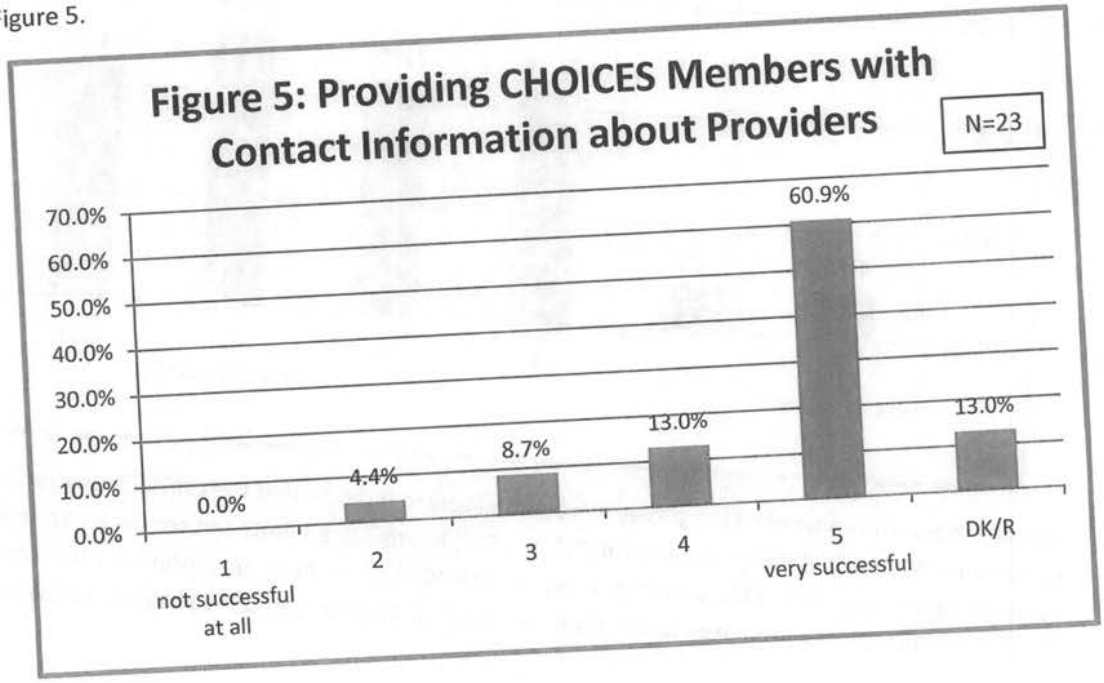
More than 90 percent (91.8%) of the surveyed enrollees selected their own primary care physician when they enrolled in the CHOICES program. Of the individuals who were assigned a physician, more than two-thirds (68.8%) kept that individual as their primary care doctor. Three-fifths of the individuals who decided to select a different doctor than the one who was assigned to them indicted that this process of choosing another physician was "Very easy."

A related aspect of assigning primary care physicians to new enrollees is to notify the provider of new enrollees that either selected or were assigned to their offices. Using a scale from 1 to 5 where 1 is "not successful at all" and 5 is "very successful," the survey of providers asked how successful the CHOICES program has been in informing them of new members. The results appear in Figure 4 below.

The results indicate that more than two-thirds of the providers rate the CHOICES program as successful in informing them of new members who were assigned to their office (rating of "4"or "5"). Less than one-tenth (8.7%) rate the CHOICES program as either a "1" or a "2" on the unsuccessful side of the scale.



Also, the providers were asked how successful (using the same scale) the CHOICES program has been in providing enrollees with contact information about the health care providers' office. The results appear in Figure 5.

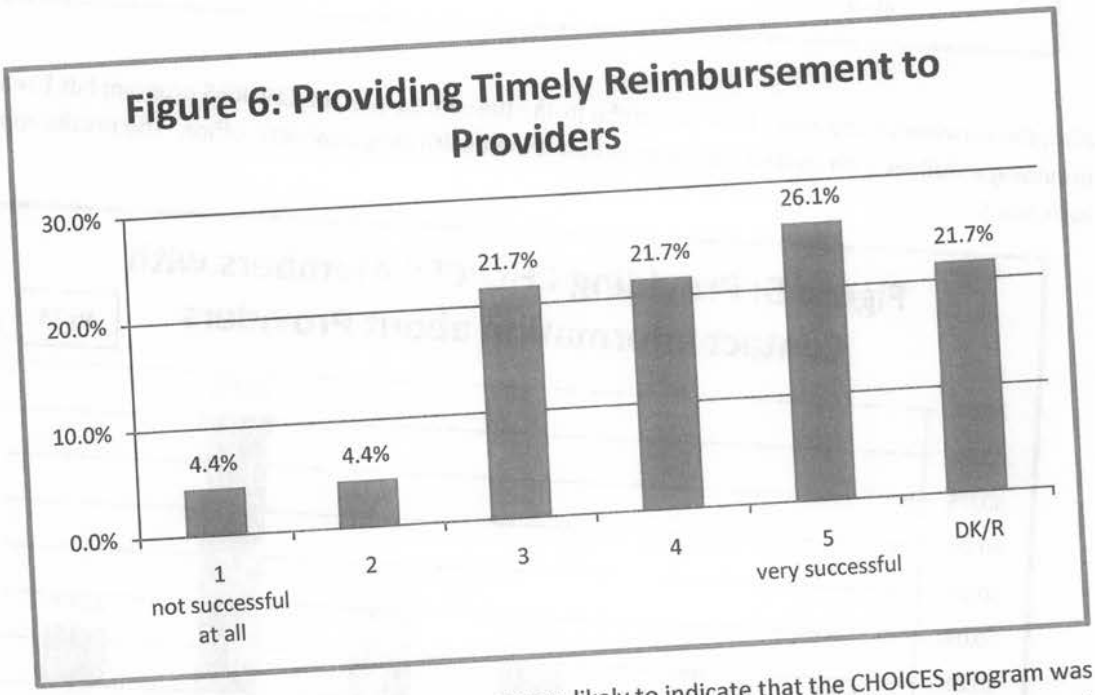


Nearly three-quarters (73.9%) of the providers rate the CHOICES program as successful (rating of "4"or "5") in providing enrollees with information about their offices. Very few (4.4%) rate the CHOICES program as either a "1" or a "2" on the unsuccessful side of the scale.

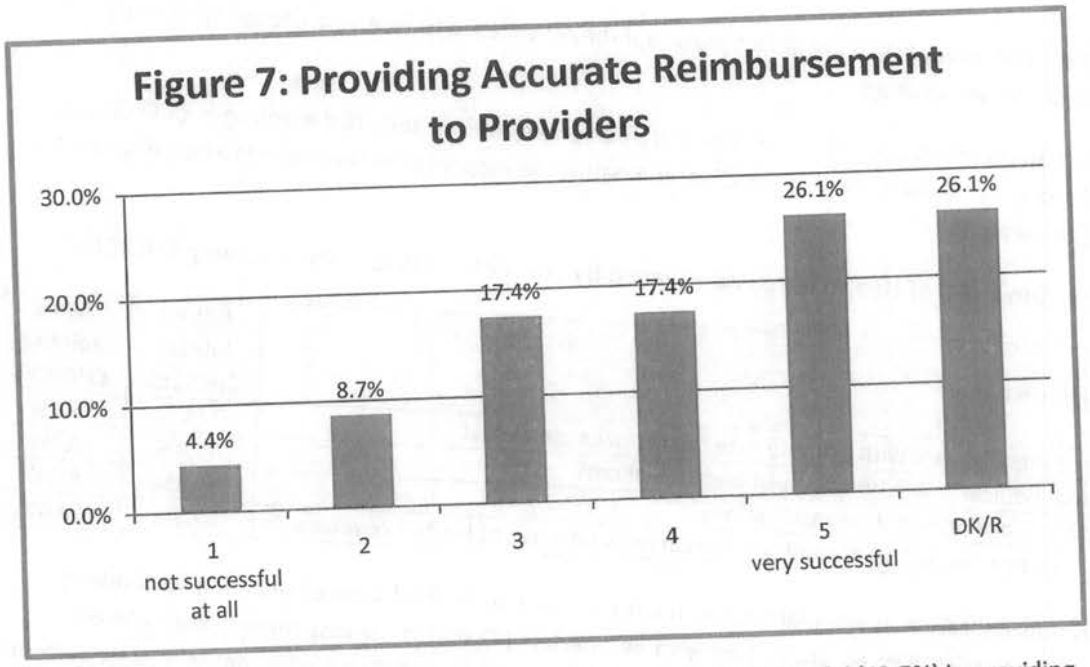
In summary, the CHOICES program has done a very good job in helping new enrollees to obtain a primary care physician. The CHOICES program has also done a good job of notifying the health care providers of new CHOICES members assigned to their offices, and in providing the new enrollees with information about primary care physicians.

Payments to Providers

An important task of the CHOICES program is to provide the health care providers with timely and accurate reimbursement for the services that they provide to enrollees. Again, using a scale from 1 to 5 where 1 is "not successful at all" and 5 is "very successful," the providers were asked to indicate how successful the CHOICES program has been in providing timely and accurate reimbursement for the services they have provided to enrollees. The results are presented in Figures 6 and 7.



The providers who completed the survey were more likely to indicate that the CHOICES program was successful ("4" or a "5") than unsuccessful ("1" or a "2") in providing timely and accurate payments for services. Nearly one-half of the providers rated the CHOICES program as successful (47.8%) in providing timely reimbursements compared to less than one-tenth (8.8%) who rated the program as unsuccessful.



More than two-fifths of the providers rated the CHOICES program as successful (43.5%) in providing accurate reimbursements compared to about one-eighth (13.1%) who rated the program as unsuccessful. It is important to note that a substantial percentage of the respondents did not know if the CHOICES program provides timely reimbursements (21.7%) or accurate reimbursements (26.1%).

In addition, the providers were asked to indicate if they encountered any problems with the CHOICES program. More than two-fifths (43.5%) of the providers noted that they encountered problems, while more than one-half (52.2%) did not encounter any problems. Of the providers who did encounter problems with the CHOICES program, 90 percent indicated that they had only one specific problem.

In sum, the CHOICES program has done a good job of reimbursing the providers in a timely and accurate manner. For the most part, providers have encountered few problems with the CHOICES program.

Program Goals: Use of Health Care Services

The key to improving the health of CHOICES enrollees, the top program goal, is to increase the use of health services.

Problems with Health Care Services: Before & Since Enrolling in Choices

The survey asked CHOICES enrollees about problems they may have encountered with several different types of health services before and after they enrolled in the program. Specifically, the survey asked about the following issues:

- Did the respondent delay *primary* medical care because of cost?
- Did the respondent delay *specialist* medical care because of cost?
- Was there a time when they could not afford *prescriptions*?

In addition, the survey asked CHOICES enrollees if they ever failed to receive a needed treatment because of limited coverage.

Since the survey asked about the use of health care services before and after enrolling in CHOICES, it is possible to assess the impact of CHOICES by comparing the responses as they relate to before and after joining the program.

Table 1: Summary of Health Care Issues Faced by Enrollees Before & Since Joining CHOICES

Health Care Issue	Before Joining CHOICES	Since Joining CHOICES
Delayed medical care with primary care doctor because of cost	72.0%	5.9%
Delayed medical care with specialist because of cost	68.4%	9.4%
Couldn't afford prescription medications	66.1%	8.3%
Didn't receive needed treatment or medical tests because of limited coverage	67.3%	10.0%

The results indicate a substantial improvement in the use of medical services since the respondents enrolled in the CHOICES program. Nearly three-quarters (72.0%) of the respondents had delayed medical care with their primary care physician before they joined CHOICES while only about six percent delayed medical care with their primary physician after they joined the CHOICES program.

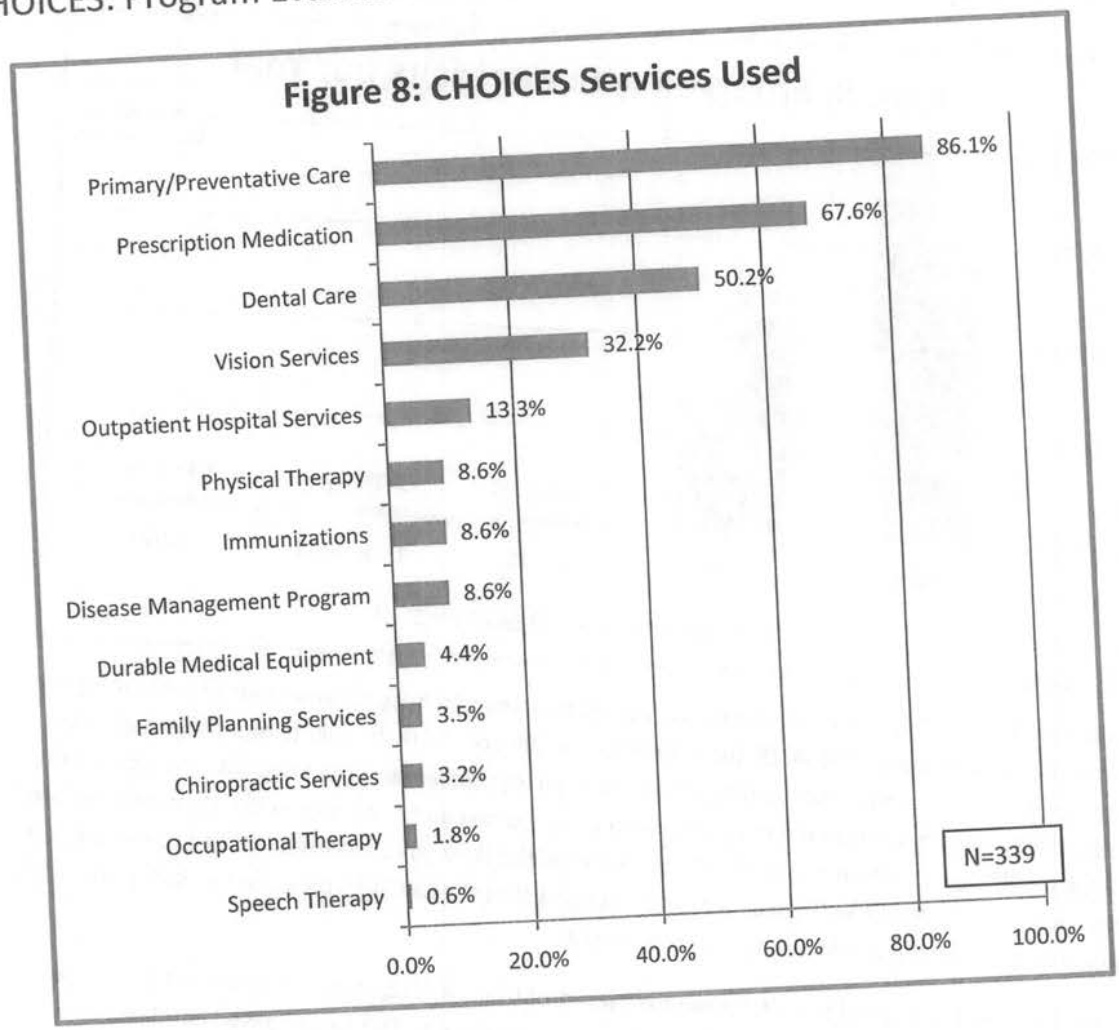
About two-thirds of the respondents delayed medical care with a specialist because of cost (68.4%); could not afford prescription medications (66.1%); or, did not receive needed treatment or medical costs because of limited coverage (67.3%) before they enrolled in the CHOICES program. After they enrolled in the CHOICES program, ten percent or fewer of the respondents indicate that they delayed a needed treatment or did not obtain prescription medications because they could not afford the cost of the service or the medication.

The results of the survey of enrollees regarding increased access to medical care since becoming a CHOICES enrollee was confirmed in the focus groups.

Choices Health Services Used

The survey asked enrollees to indicate the specific health care services covered by the CHOICES program that they have actually used. A summary of the results are presented in the following Figure.

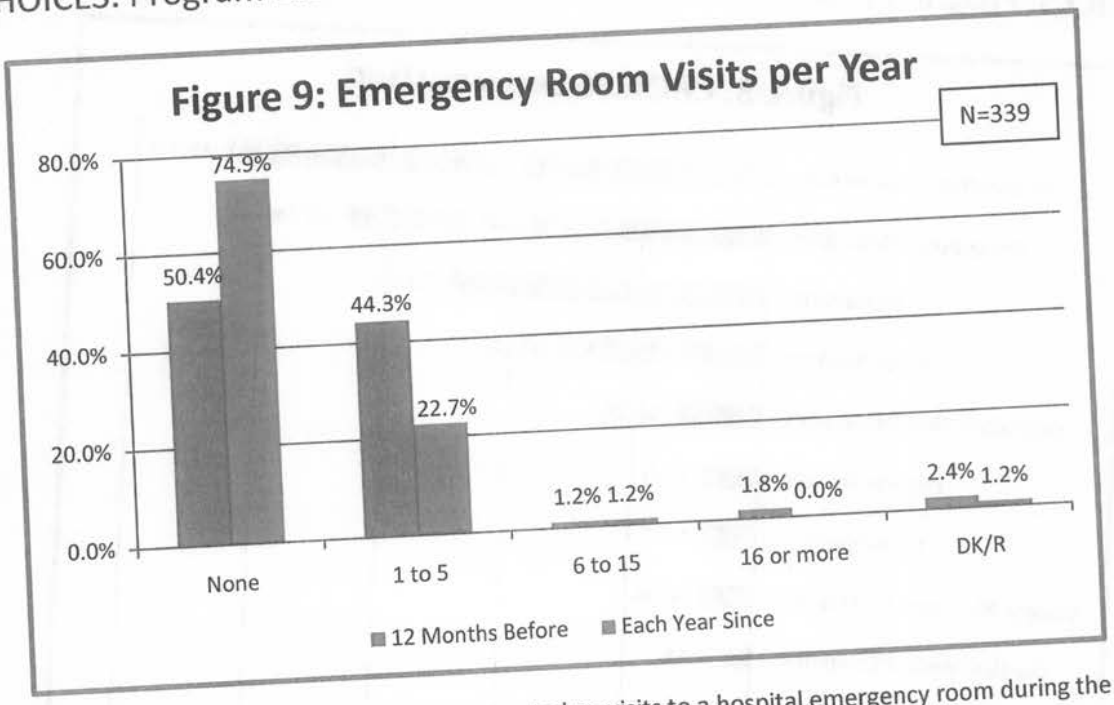
The vast majority of CHOICES enrollees use "Primary and Preventative Care" services (86.1%) and more than two-thirds use the "Prescription Medication" services. "Dental Care" services are used by half (50.2%) of the enrollees.



Use of Emergency Room and Urgent Care Facilities

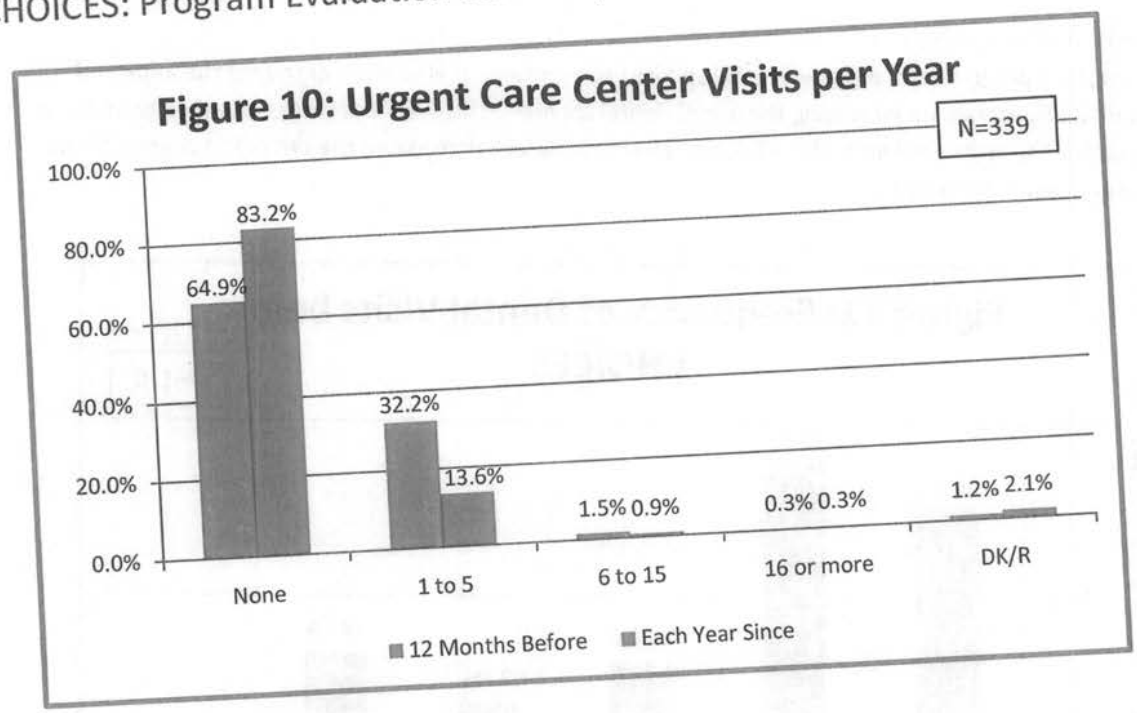
While we would reasonably expect an effective CHOCIES program to increase the use of primary and specialist physicians, it should also *reduce* the use of emergency rooms and urgent care facilities. Enrollees should obtain most of their needed medical services from their primary care physicians and then specialists, as needed.

The survey asked enrollees to indicate how many times they went to a hospital emergency room in the 12 months before they joined choices and how many times a year they go to a hospital emergency room since joining CHOICES. The results appear in Figure 9 below.



While one-half (50.4%) of the respondents reported no visits to a hospital emergency room during the 12 months prior to joining CHOICES, three-quarters (74.9%) of the respondents reported no visits to hospital emergency rooms since joining CHOICES. Similarly, while more than two-fifths (44.3%) of the respondents went to a hospital emergency room between one and five times in the 12 months before joining CHOICES, only about one-fifth (22.7%) reported the they go to a hospital ER one to five times a year since joining CHOICES. The results clearly suggest that the CHOICES program has had a substantial impact in reducing the use of emergency room visits.

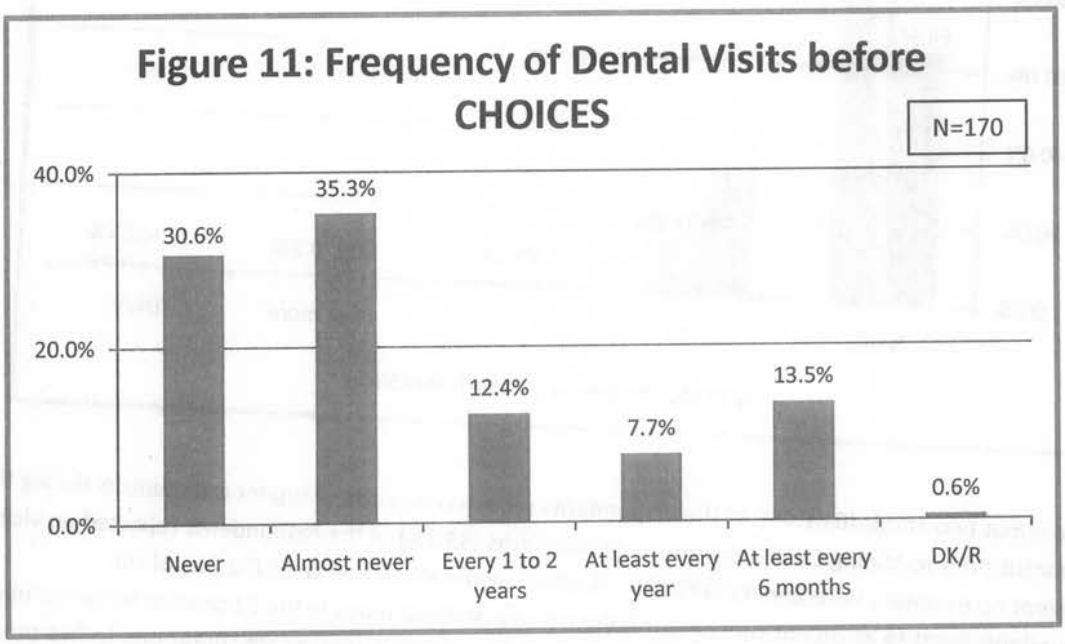
A similar analysis was used to understand the impact of the CHOICES program on the number of yearly visits to urgent care centers before and after joining the program. The survey asked enrollees to indicate how many times they went to an urgent care center in the 12 months before they joined choices and how many times they go each year since joining CHOICES. The results appear in Figure 10.



While about two-thirds (64.9.4%) of the respondents reported no visits to urgent care centers during the 12 months prior to joining CHOICES, more than four-fifths (83.2%) of the respondents reported no visits to urgent care centers since joining CHOICES. Similarly, while about one-third (32.2%) of the respondents went to an urgent care center between one and five times in the 12 months before joining CHOICES, only about one-eighth (13.6%) reported the they go to an urgent care center one to five times a year since joining CHOICES. Again, the results clearly suggest that the CHOICES program has had a substantial impact in reducing the use of visits to urgent care centers.

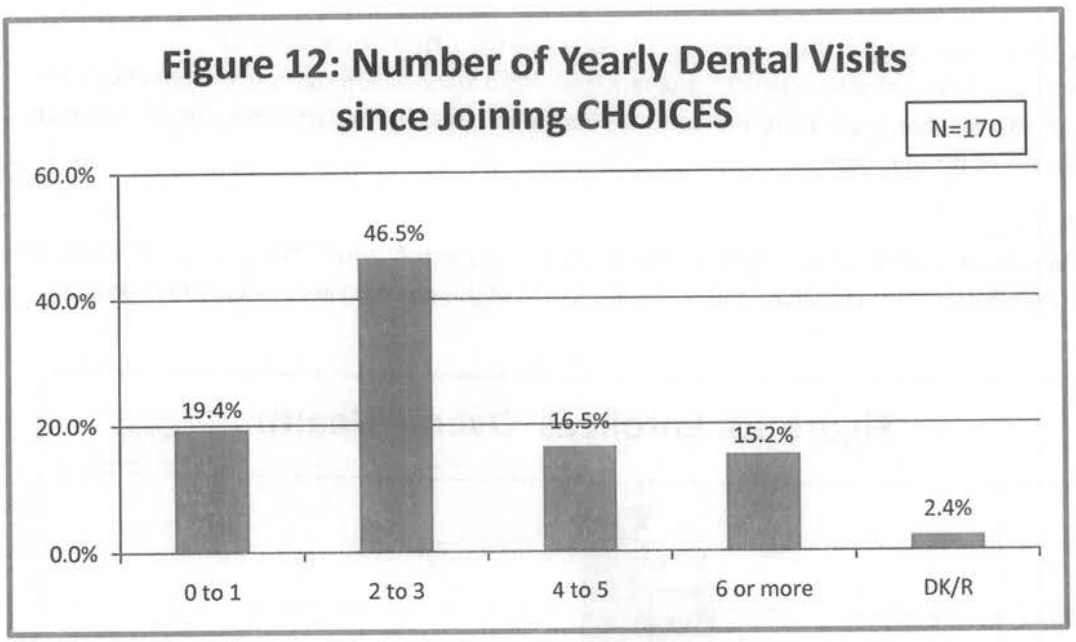
Dental Health Services

The CHOICES program also provides dental services to enrollees. This analysis examines the impact of the CHOICES program on increasing the use of dental services. The enrollees were first asked to indicate how often they visited a dentist (for all dental services) "Before they joined the CHOICES program." The results appear in Figure 11.



Nearly two-thirds (65.9%) of the surveyed CHOICES enrollees who use dental services indicate that they either "never" (30.6%) or "almost never" (35.3%) visited a dentist before joining the program. Only about one-fifth (21.2%) of the respondents who use CHOICES dental services went to the dentist "at least every year" (7.7%) or "at least every six months" (13.5%) prior to joining the program.

Enrollees were next asked: *"And, about how many times a year would you say you go to the dentist about your own dental health since joining CHOICES?"* The results appear in Figure 12 below.



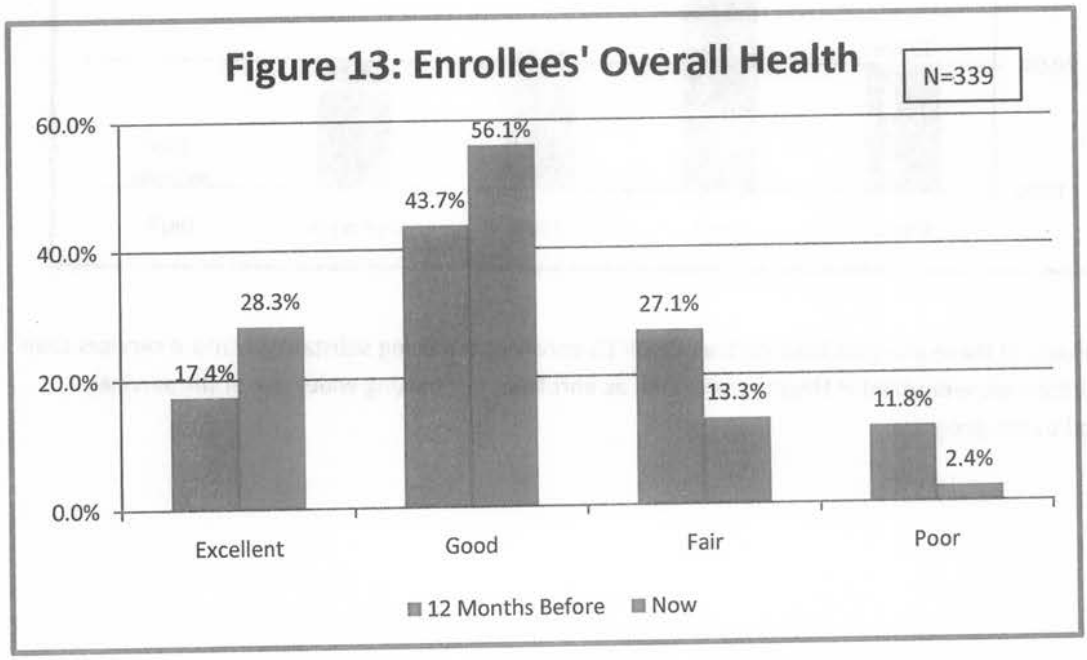
The results of these analyses indicate that CHOICES enrollees are using substantially more services than before they were enrolled in the program, and, as enrollees, are making wider use of the services offered by the program.

Program Goals: Impact of CHOICES Program on Enrollees' Health

The most important goal of the CHOICES program is to improve the health status of the enrollees. The survey asked a number of questions that make it possible to assess the impact of the CHOICES program on the health of the enrollees

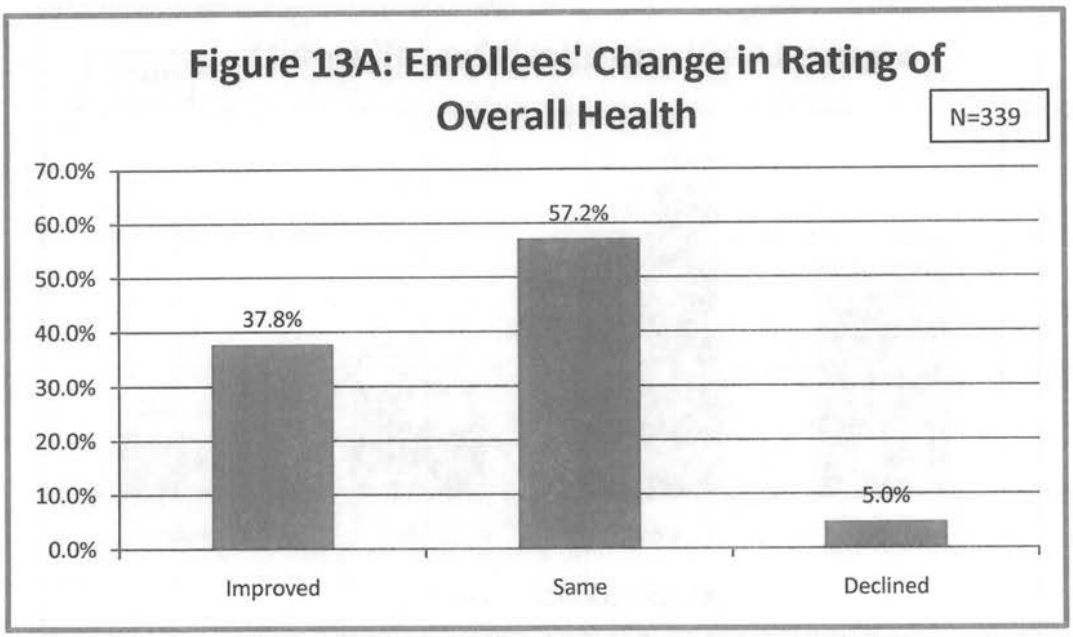
Overall Health

The survey asked enrollees to rate their overall health as "excellent," "good," "fair," or "poor" in the 12 months before enrolling in CHOICES and now. The results of this question are presented in Figure 13 below.



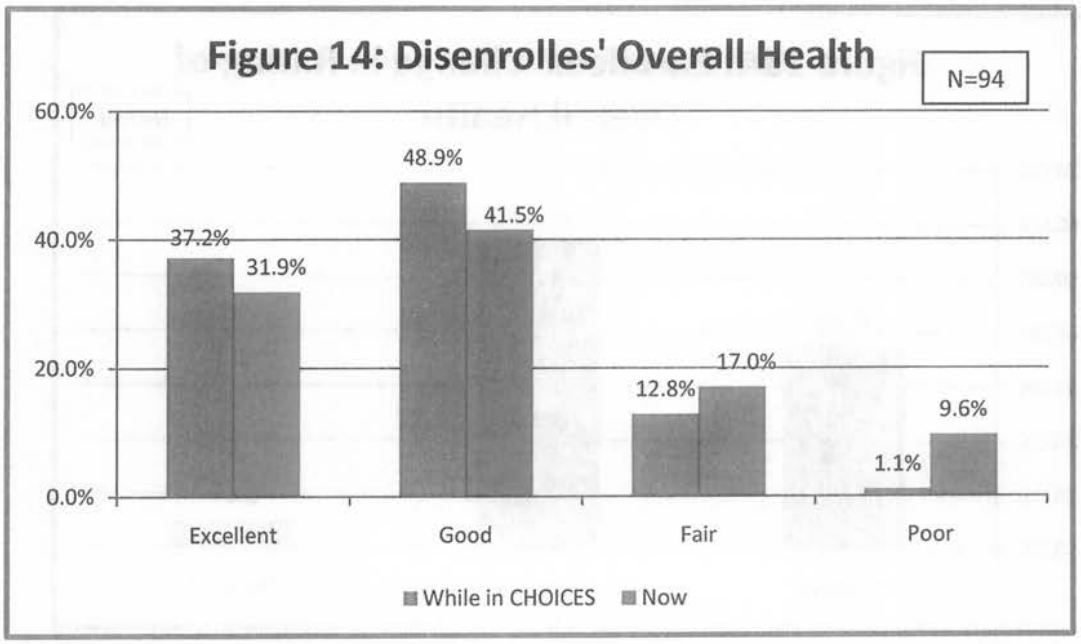
Overall, more respondents rate their health as either "excellent" or "good" now as compared to the 12 months before they enrolled in CHOICES. Using a 4-point where excellent is "4"and poor is "1," the average score before CHOICES is a 2.67 and the average rating now is 3.10.

The next analysis compares *individual responses* to assess whether a respondent rated their health as higher, the same or lower since joining CHOICES. The results are presented in Figure 13A.



The results indicate that nearly two-fifths (37.8%) of the respondents gave a higher rating for their overall health since joining CHOICES than they did for their health before joining the program while nearly three-fifths (57.2%) indicate that their health is the same since joining CHOICES. Only five percent of the respondents rated their health status as lower since joining CHOICES.

Similarly, the survey of disenrollees asked respondents to rate their overall health as either "excellent," "good," "fair," or "poor" while in CHOICES as compared to now. For the analysis presented below, the only individuals included are those who did not indicate that their reason for exiting the CHOICES program was receiving coverage from another source. The results appear in Figure 14.

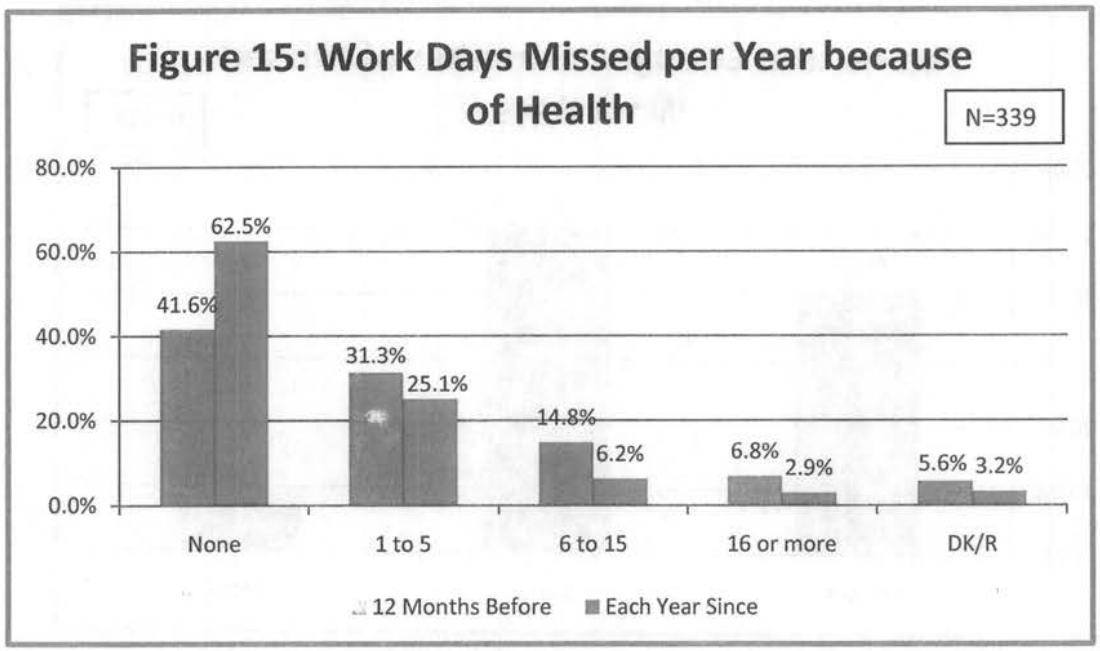


Overall, more respondents rate their health as either "excellent" or "good" while in CHOICES as compared to now, and fewer rate their health as either "fair" or "poor" while in CHOICES as compared to now.

While more than one-third (37.2%) of the respondents indicate that their health was "excellent" while they were enrolled in the CHOICES program, about 32 percent describe their health as "excellent" now. In addition, while nearly one-half (48.9%) rated their health in CHOICES as "good," about 42 percent say their health is now "good." While only about one-eighth (12.8%) of respondents rated their health as "fair" while in CHOICES, about one-sixth (17.0%) say their health is now "fair." And, while only one percent of respondents rated their health while enrolled in CHOICES as "poor," nearly one-tenth (9.6%) say their health is now "poor."

Work Days

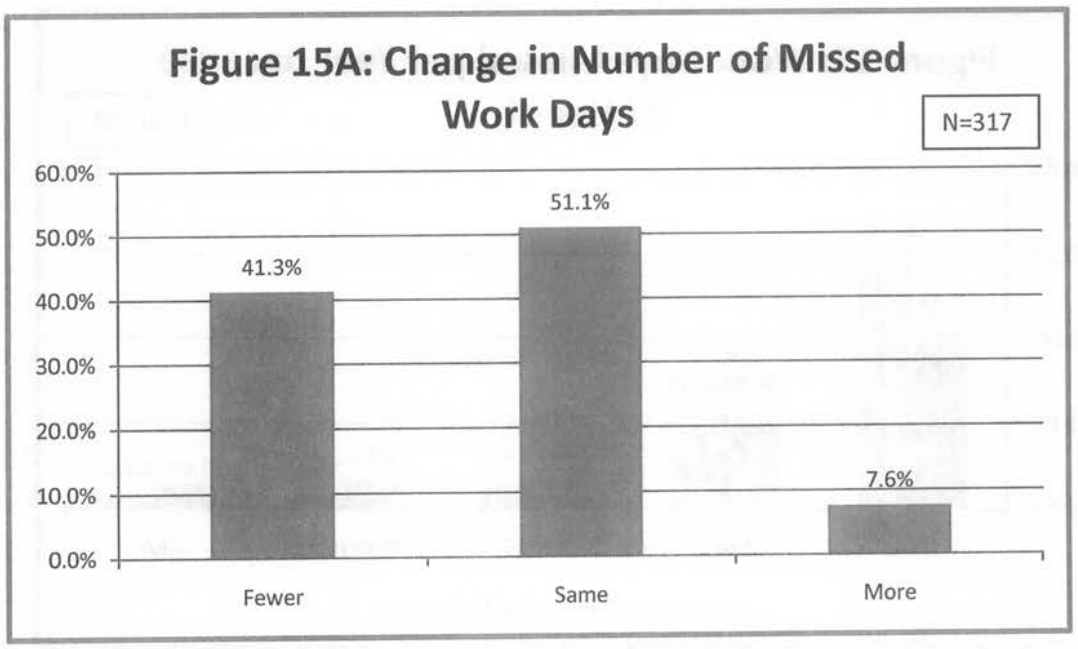
One important indicator of the impact of CHOICES on the health of enrollees is the number of missed work days per year. If the CHOICES program is indeed effective in improving the health of enrollees, then we would expect the number of work days missed each year because of health reasons to decline. The survey asked enrollees to indicate the number of days of work they missed in the 12 months before they joined CHOICES, and then how many days they miss each year since joining CHOICES. The results appear on Figure 15.



About two-fifths (41.6%) of the respondents report that they did not miss any days of work due to their health in the 12 months before they joined CHOICES, while more than three-fifths (62.5%) report that they do not miss any days of work each year because of their health since joining CHOICES. Nearly one-third (31.3%) of the surveyed enrollees report that they missed between one and five days of work because of their health before they joined CHOICES compared to one-quarter (25.1%) who miss one to five days a year because of health since joining CHOICES.

The average number of work days missed because of health in the 12 months prior to joining CHOICES was 5.56, and the average number of work days missed due to health each year since joining is 2.56.

The next analysis compares *individual responses* to assess whether a respondent misses work because of their health fewer times, the same number of times, or more times per year since joining CHOICES. The results are presented in Figure 15A.



The results indicate that more than two-fifths (41.3%) of the respondents miss work due to their health fewer times each year since joining CHOICES than they did before joining the program. About one-half (51.1%) of the enrollees miss the same number of days of work each year due to health before and after joining CHOICES. Less than one-tenth (7.6%) of the enrollees indicate that they miss more days of work each year due to health since joining CHOICES.

An analysis of the enrollees' general perception of their health status as well as the number of days of work missed before and after joining the CHOICES program indicates that CHOICES has had a positive effect on the health of enrollees.

Disease Management Program

The CHOICES Disease Management (DM) program was developed to improve the quality of life and health outcomes for individuals with chronic health conditions such as diabetes, hypertension and coronary artery disease. The DM program staff work closely with the enrollees and their primary care physicians to educate participants about the chronic medical condition, develop a treatment plan for that individual, and then monitor compliance with the plan.

This analysis provides useful, though limited, information regarding the Disease Management Program. Only 29 of the CHOICES enrollees answered questions regarding the Disease Management Program. An even smaller number answered questions regarding diabetes (N=6), heart disease (N=3), and hypertension (N=8). Because of the limited number of responses, the results should be viewed with caution; a single response can substantially affect the results presented in this section.

The survey asked several questions specifically about three chronic diseases: diabetes, heart disease and hypertension. The respondents who indicated that they use the CHOICES DM program to manage any

of these three diseases were asked to indicate how much improvement they have had in managing or controlling their disease since joining the DM program, using a scale from 1 to 5 where 1 is "no improvement at all" and 5 is a "great deal of improvement." The results in Table 2 summarize the results for all three diseases. The table combines the responses for little or no improvement (a "1" or a "2") and those who have had some or a great deal of improvement (a "4" or a "5"). Scores in the middle of the scale ("3") and any non-responses ("don't know" or refused) have been removed.

Table 2: Improvement in Managing or Controlling Chronic Diseases with CHOICES Disease Management Program

Health Care Issue	Little or No Improvement	Some or a Great Deal of Improvement
Diabetes (N=6)	0.0%	83.3%
Heart Disease (N=3)	33.3%	66.7%
Hypertension (N=8)	0.0%	87.5%

More than four-fifths of the respondents have had "some improvement" or a "great deal of improvement" in managing or controlling their diabetes (83.3%) or their hypertension (87.5%) as a result of their participation in the DM program. Two-thirds of the respondents have had "some improvement" or a "great deal of improvement" in managing or controlling their heart disease.

The respondents who indicated that they use the CHOICES DM program to manage any of these three diseases were also asked to indicate how much improvement they have had in reducing the physical problems associated with their disease since joining the DM program, using the same scale as above. The results in Table 3 summarize the results for all three diseases. The table combines the responses for little or no improvement (a "1" or a "2") and those who have had some or a great deal of improvement (a "4" or a "5"). Scores in the middle of the scale ("3") and any non-responses ("don't know" or refused) have been removed.

Table 3: Improvement in Reducing Physical Problems from Chronic Diseases with CHOICES Disease Management Program

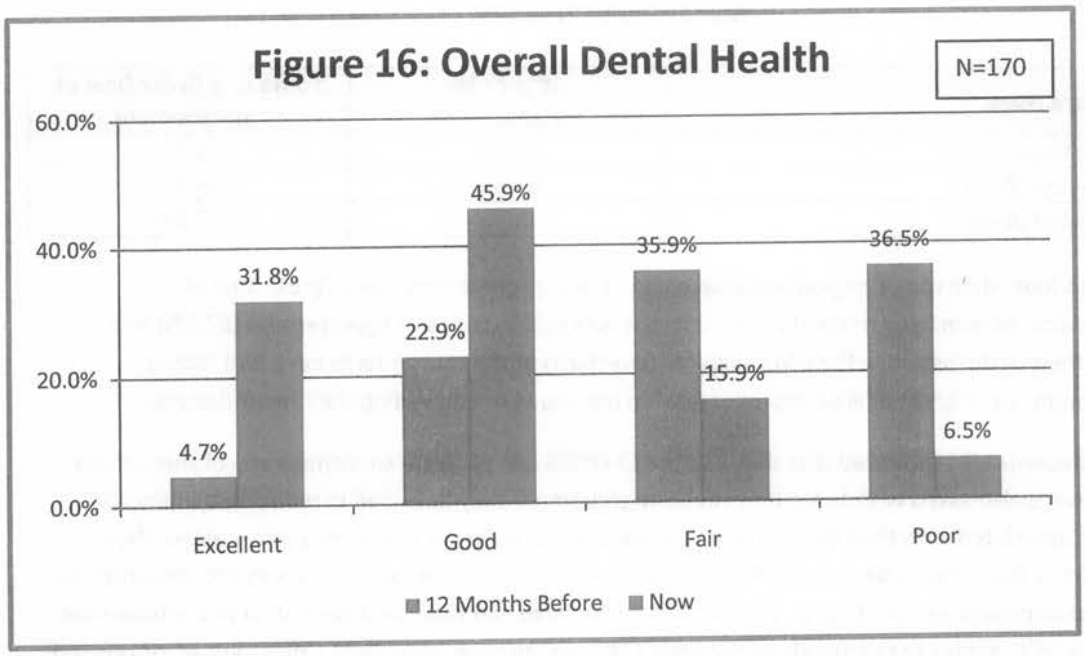
Health Care Issue	Little or No Improvement	Some or a Great Deal of Improvement
Diabetes (N=6)	0.0%	66.7%
Heart Disease (N=3)	0.0%	66.7%
Hypertension (N=8)	0.0%	62.5%

Two-thirds of the respondents have had "some improvement" or a "great deal of improvement" in reducing the physical problems from their diabetes (66.7%) or their heart disease (66.7%) as a result of their participation in the DM program. More than three-fifths (62.5%) of the respondents have had "some improvement" or a "great deal of improvement" in reducing the physical problems from their hypertension.

Overall, the Disease Management program has had a significant impact in improving the conditions of those CHOICES enrollees who have diabetes, hypertension and coronary heart disease.

Dental Health

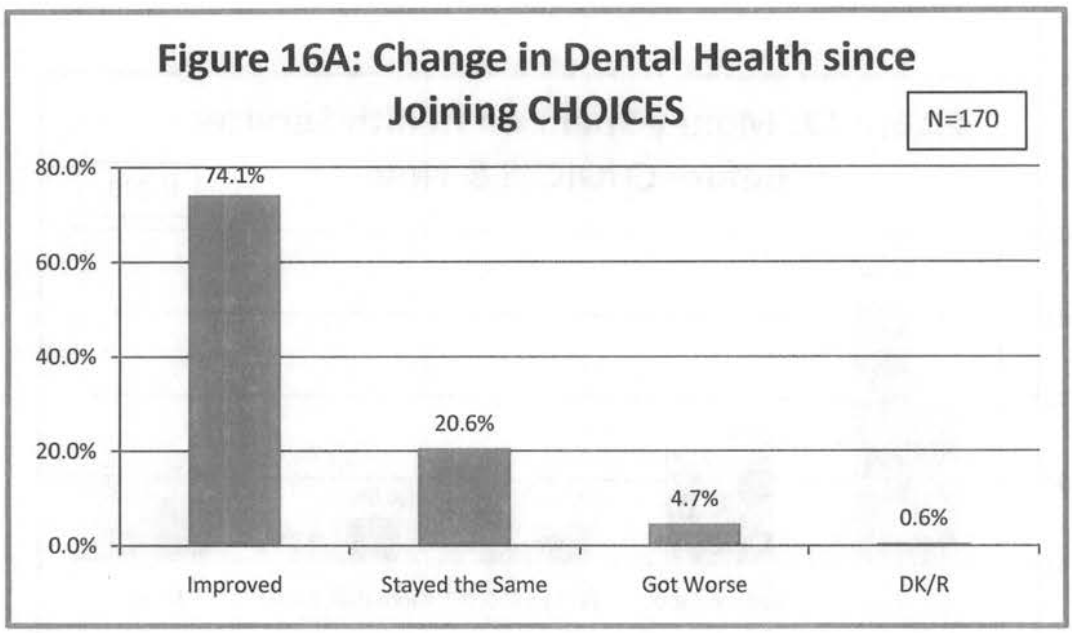
The survey asked enrollees who use CHOICES dental services to rate their overall dental health as being "excellent," "good," "fair," or "poor" in the 12 months before enrolling in CHOICES and now. The results of this question are presented in Figure 16 below.



Overall, more respondents who use CHOICES dental services rate their dental health as either "excellent" or "good" now as compared to the 12 months before they enrolled in CHOICES. Using a 4-point scale, where excellent is "4"and poor is "1," the average score before CHOICES is a 1.86 and the average rating now is 3.13.

The next analysis compares *individual responses* to assess whether a respondent rated their dental health as higher, the same, or lower since joining CHOICES. The results are presented in Figure 16A.

The results indicate that nearly three-quarters (74.1%) of the respondents indicate that their dental health has improved since joining the CHOICES dental program, while two-fifths (20.6%) indicate that their dental health is the same since joining CHOICES. Only about five percent (4.7%) of the respondents rate their dental health as "worse" since joining CHOICES.



Program Goals: The Impact of CHOICES on Quality of Life

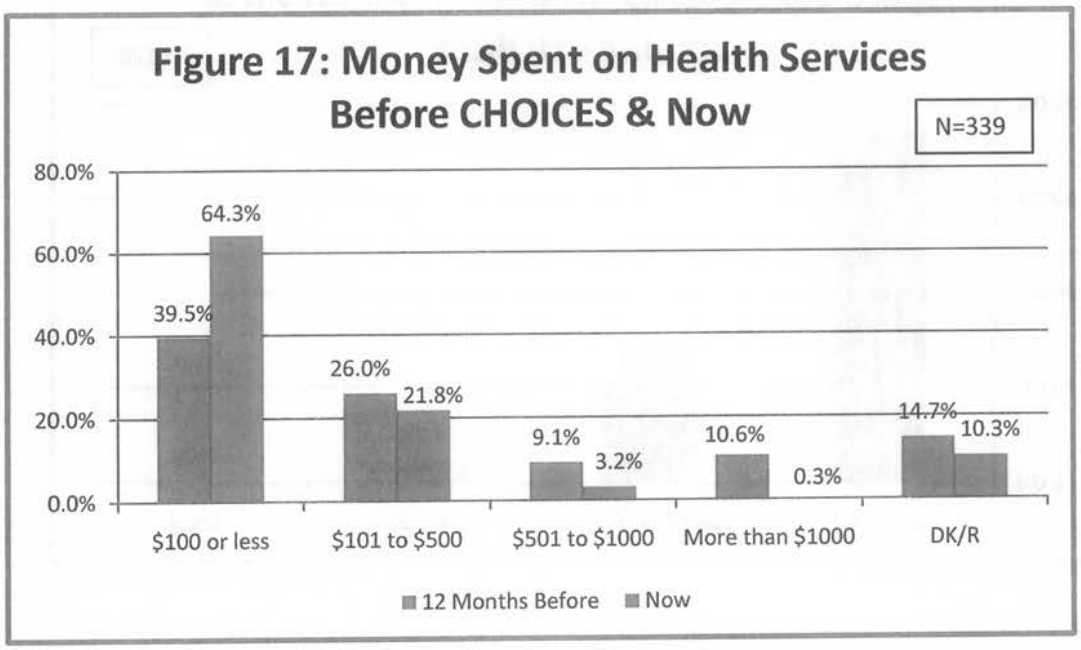
In addition to the more immediate goals of increasing enrollees' use of health services and improved health outcomes, the CHOICES program has a broader goal of increasing the enrollees' quality of life. While the term "Quality of Life" may mean many different things, for CHOICES enrollees it first suggests having additional financial resources from reduced expenditures on medical services as well as increased revenue from the ability of enrollees to work more hours and retain employment. The second aspect of quality of life is the increased ability to participate in family, social or recreational activities because of additional resources and improved health.

The information to assess the impact of CHOICES on quality of life was obtained from the survey of current enrollees' expenditures on health services before and after they joined CHOICES as well as extensive discussion in the focus groups on the impact of the CHOICES program on their lives.

Financial Impact of CHOICES: Money Spent on Health Care

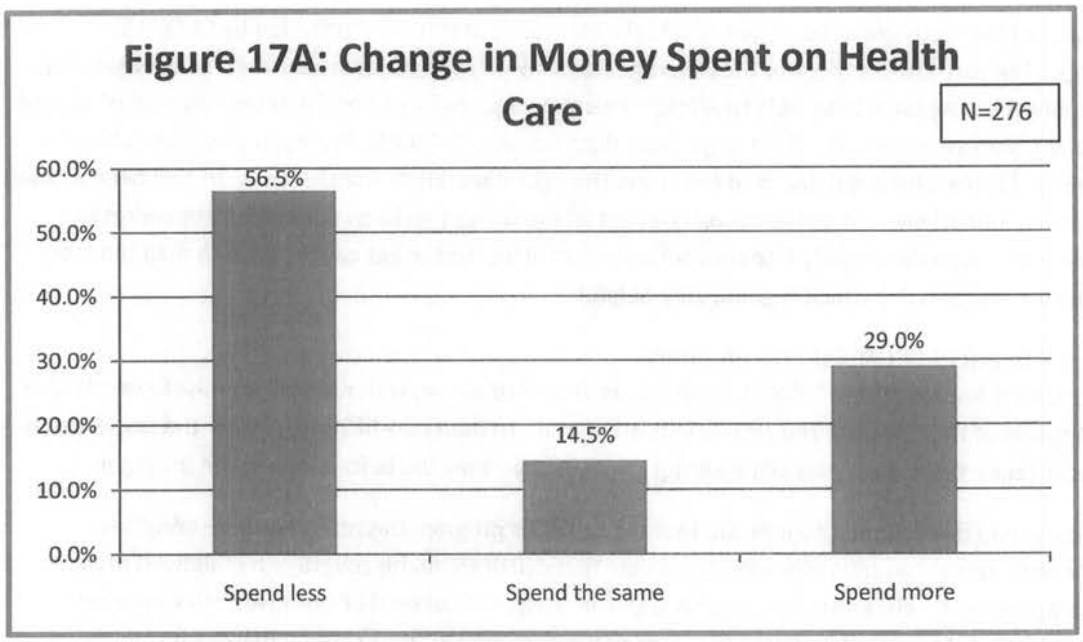
The survey asked CHOICES enrollees how much money they spent on health care for co-pays, medications, and related services (excluding dental services) in the 12 months before enrolling in CHOICES and also each year since they enrolled. The results appear tin Figure 17.

While about two-fifths (39.5%) of the enrollees spent $100 or less on their health care before joining CHOICES, more than three-fifths (64.3%) say that they now spend $100 or less a year on health care. In contrast, about one-tenth of the enrollees spent $501 to $1,000 on their health before joining CHOICES and just three percent spend that much now. About another tenth (10.6%) of the enrollees spent more than $1,000 in the year before joining CHOICES compared to almost none (0.3%) since enrolling.



The average amount of money spent per respondent on their health (excluding dental care) in the 12 months prior to joining CHOICES was $554.58, and the average amount spent per year now on health care (excluding dental care) is $133.91. This is an average reduction of $420.67 or a 76 percent reduction in health care costs per enrollee.

An analysis of *individual responses* makes it possible to determine the percentage of CHOICES enrollees who spend less money, the same amount of money, or more money on health care each year since joining CHOICES. The results are presented in Figure 17A.



The results indicate that more than half (56.5%) of the enrollees spend less on their health care since joining CHOICES. About 15 percent spend the same on their health care and nearly one-third (29.0%) spend more on their health care since joining CHOICES.

The results clearly indicate that a substantial percentage of the enrollees (more than half) are spending less now than they did before enrolling in CHOICES. Moreover, the respondents who are spending more after they joined CHOICES are spending relatively small amounts on health care of $100 or less. The average savings on health care are substantial, more than $400 per enrollee.

The focus group discussions also provide important insights into the financial impact of the CHOICES program on enrollees. Several of the participants, particularly those with chronic medical conditions like diabetes and those who were previously paying very high premiums at their jobs, note that the reduced financial burden provided by CHOICES has been a huge stress relief for them. Many credit CHOICES with allowing them to access care that they never could have paid for without the program, leading to better health. One participant says, "I would have never been able to afford the dental part because teeth cleaning today is $60, $80, a filling is over $100 ... I would have a mouth with nothing in it! So, all I can say is, thank God for CHOICES." Another tells this story:

> It's just the cost alone – it's made a huge difference. You know, I don't have to worry about, I've got a cough and I have to be careful about getting sick and stuff. About a month ago, I started having a really bad earache one night, and the next day I went to the doctor and he said it was an ear infection. Well, during the day that day, I felt a difference in how my face felt ... I went back to the doctor on Friday and I had Bell's Palsy. ... I didn't have to sit back and worry – I can't go to the doctor today, I've got to eat today. Ten dollars later and $10 of prescriptions, I was out the door. It has really relieved a lot of stress.

A number of the focus group participants told similar stories of the relief provided by CHOICES coverage. The cost-effectiveness of the coverage has allowed many to address health issues that they would not otherwise have been able to afford: "I went over a year and a half without any kind of doctors or anything because I couldn't afford to go. And since [joining CHOICES], I've been playing catch-up for the damage I caused for not going, and moving in the right direction." Another says, "It had been a huge stress for me financially, and just knowing I can get all the things I've been wanting to get addressed taken care of ... now I'm actually into preventative stuff. I worked to get caught up with maintenance, and now it's preventative which is good, very helpful."

Financial Impact of CHOICES: Employment

One important impact of the CHOICES program, as discussed above, is that enrollees miss fewer days of work because of their health. The results indicate that more than two-fifths (41.3%) of the respondents miss work fewer times each year since joining CHOICES than they did before joining the program.

The focus group discussions also indicate that the CHOICES program has affected some enrollees' employment status. Several respondents indicate that CHOICES health coverage has allowed them retain employment – either because their health care costs are covered or because their improved health has allowed them to keep working. One participant who made a career change says:

> It's a big relief – I switched careers and it was scary making x-amount of money, a serious decrease, because I have to climb the ladder all over again. Trying to pay that insurance because I do need it and it was really stressing me out. I got on CHOICES and dropped COBRA – it was the best thing I did. ... And, now I'm able to stay on this job. I really enjoy what I do and it's less money, but of course, when I balance it out, it makes it worth it.

Another participant notes that the medical care received from CHOICES allows him to work pain-free:

> I've had multiple back surgeries from wrestling in high school, so [on CHOICES] I got to see my primary care doctor and get on regular medication. It would take that back pain away so I could work and go to school and bend over and not be in pain all day. I'm not even sure I could be in the biomedical program that I'm in now at Santa Fe if it wasn't for CHOICES...if it wasn't for the medication from the CHOICES program.

Similarly, another person in the focus group says, "...I feel better to go to work." Several participants indicate having friends and family members who have taken jobs that they hated just for health insurance coverage, and are pleased to not have had to take this course of action in their lives because of CHOICES.

The survey did not provide information regarding the amount of additional money that CHOICES enrollees were able to receive from working more days or from their ability to retain employment. However, it is very reasonable to assume that there is a financial benefit for CHOICES enrollees from working more days and the ability to retain employment.

Overall Quality of Life

The focus group discussions examined the overall impact of the CHOICES program on their lives. Respondents were asked what other kinds of changes in their health, lifestyle, or 'quality of life' have happened as a result of joining CHOICES. The CHOICES program has opened new family-centered opportunities for many participants: "It opened a lot more opportunities to do things with my kids." Some of these opportunities are a direct result of the reduction in health care costs with CHOICES. For example, some participants note that they are able to take family vacations and others say they can go to the movies or out to eat with their children. Other family opportunities are an indirect benefit of improved health: "It's the quality of life; it's better for me and my family. I'm not as tired, in pain, so I can go out and do stuff with them – coaching flag football with my son, camping with Boy Scouts, hiking, just being able to get out and do stuff." Similarly, another participant says, "...when I get home, I can do things with my kids like take them to the pool."

Other participants credit joining CHOICES for helping them further their educations. One enrollee says, "It helps me save for school – for my tuition and books and stuff like that." Another says, "I'm starting college, so [CHOICES] has enabled me to feel better to do that after working a full day."

Overall, the focus group participants are very thankful for the "peace of mind" that the CHOICES program offers them and their families, and summarize their CHOICES experiences as positive. Some of these final thoughts from the groups are presented below.

> The real, honest to God truth is I would not have dental, medical, or any other kind of coverage if I didn't have this program. Plain and simple, I would not be able to afford it. I would have teeth falling out of my head. I wouldn't be able to cover my medicines; I wouldn't have my allergy medicines; I wouldn't have vision. This is saving me from that, plain and simple. I can try to pay my bills and hopefully be able to get off the program and give back to it within the next couple of years.
>
> I went a long time not having any insurance at all – just a wing and a prayer that I didn't break a leg ... But, it's [CHOICES] definitely a lot of peace of mind that if I have to go to the doctor, that I can go and get it. I won't have to basically go into a whole bunch of debt just to go and get something basic done.
>
> We're living in a healthier county as a result of [CHOICES coverage]. People are less angry and hostile. They're not going to be upset because they know that they're going to be taken care of by their county. And, people are appreciative of the County Commissioners and the people who – we have a generous county to actually make this happen. It makes me thankful to my fellow citizens.

Perhaps most succinctly, one participant summed up CHOICES by simple saying, "It was a life saver."

Program Evaluation Summary

The overall assessment of this evaluation is that the CHOICES program is successful in providing health insurance coverage for residents on Alachua County who need these services:

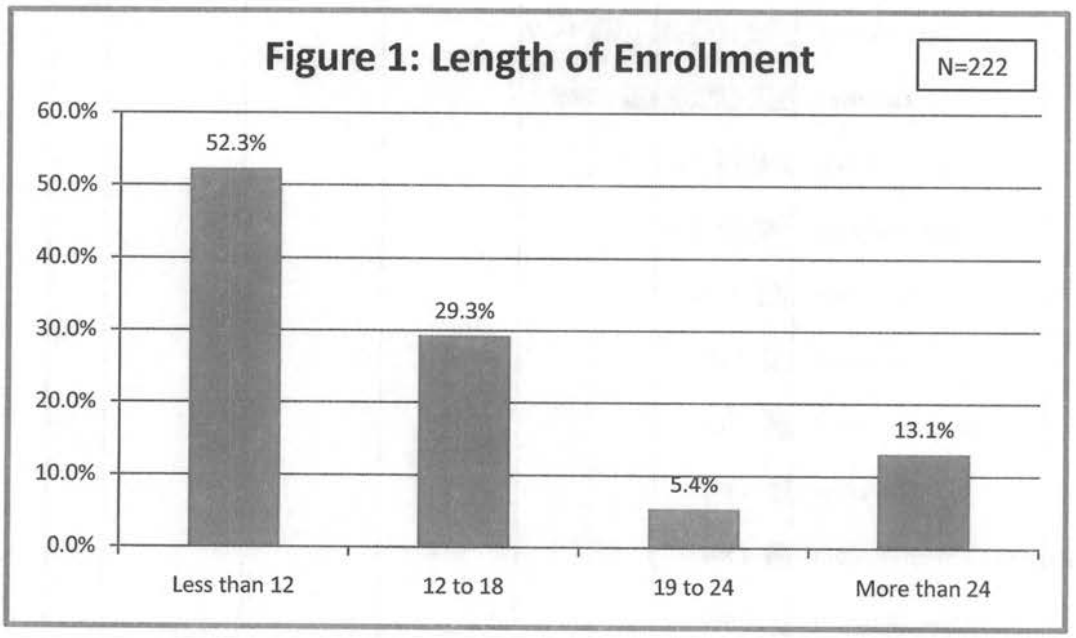
- The CHOICES program provides health insurance for individuals who previously never had coverage, did not have coverage for an extended period, and/or cannot afford alternative health insurance;
- The CHOICES program successfully enrolls individuals in the program and refers them to primary care physicians;
- The CHOICES program provides timely and accurate payments to providers of health care services;
- The CHOICES program has improved the overall health of the program enrollees and in particular those individuals with chronic conditions such as diabetes or hypertension;
- The CHOICES program reduces the number of enrollees' visits to emergency rooms and urgent care centers;
- The CHOICES program reduces the number of work days missed by enrollees because of illness;
- CHOICES enrollees spend less money on health and dental care compared to before they were enrolled;
- CHOICES enrollees have improved their quality of life as a result of having better health and more funds that they would have previously spent on health care.

Survey of Current Enrollees

Joining CHOICES

Length of Enrollment

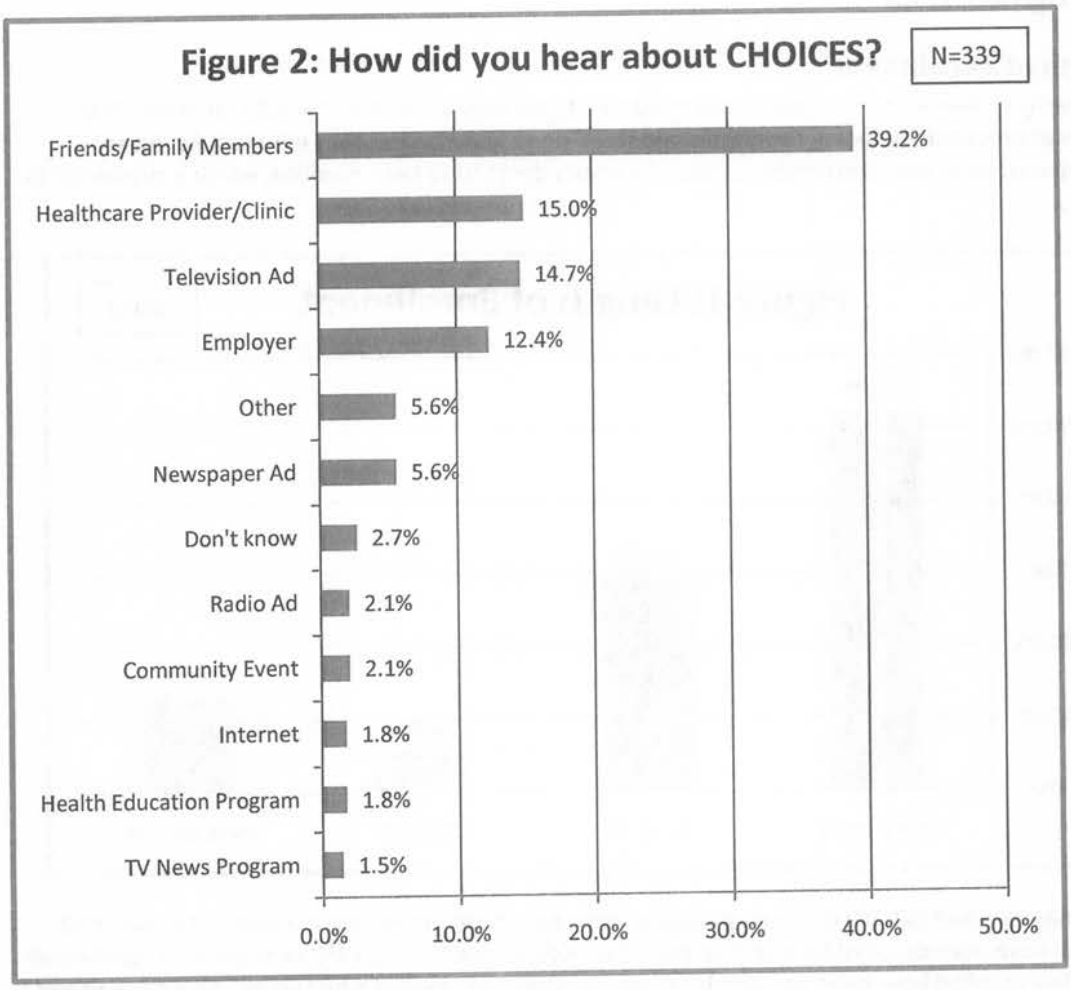
Surveyed enrollees were first asked what month and year they joined the CHOICES program. The responses provided (excluding those who said they "don't know" when they enrolled) have been converted to show the total number of months respondents have been enrolled, which is presented in Figure 1.



More than one-half (52.3%) of the respondents who could recall when they enrolled in the CHOICES program have been enrolled for less than one year. Nearly one-third (29.3%) of those who could recall when they enrolled have been enrolled between one year and one and a half years. About five percent of these respondents have been enrolled in CHOICES between a year and a half and two years, and about one-eighth (13.1%) have been enrolled for more than two years.

Finding the CHOICES Program

Next, enrollees were asked: "*How did you first hear about the CHOICES program?*" The responses are presented in Figure 2. Please note that participants could indicate multiple responses.



About two-fifths (39.2%) of the respondents indicate that they first heard about the CHOICES program from "Friends or Family Members," by far the most often cited response. Fifteen percent of those surveyed report that they first heard about the CHOICES program from a "Healthcare Provider or Health Clinic," and a similar percentage (14.7%) first heard about the program from a "Television Ad." One-eighth (12.4%) of the respondents say they first heard about CHOICES from their "Employer."

Only about six percent of the respondents say they first heard about CHOICES from a "Newspaper Ad," while about two percent cite a "Radio Ad" (2.1%); a "Community Event" (2.1%); the "Internet" (1.8%); a "Health Education Program" (1.8%); or, a "Television News Program or the Nightly News" (1.5%). Those who heard about CHOICES at a community event were asked at which event they received CHOICES information; these responses appear below. In addition, several respondents (5.6%) noted "Other" ways they first heard about CHOICES. These responses appear below.

"Community Events" at which Enrollees Learned about CHOICES:

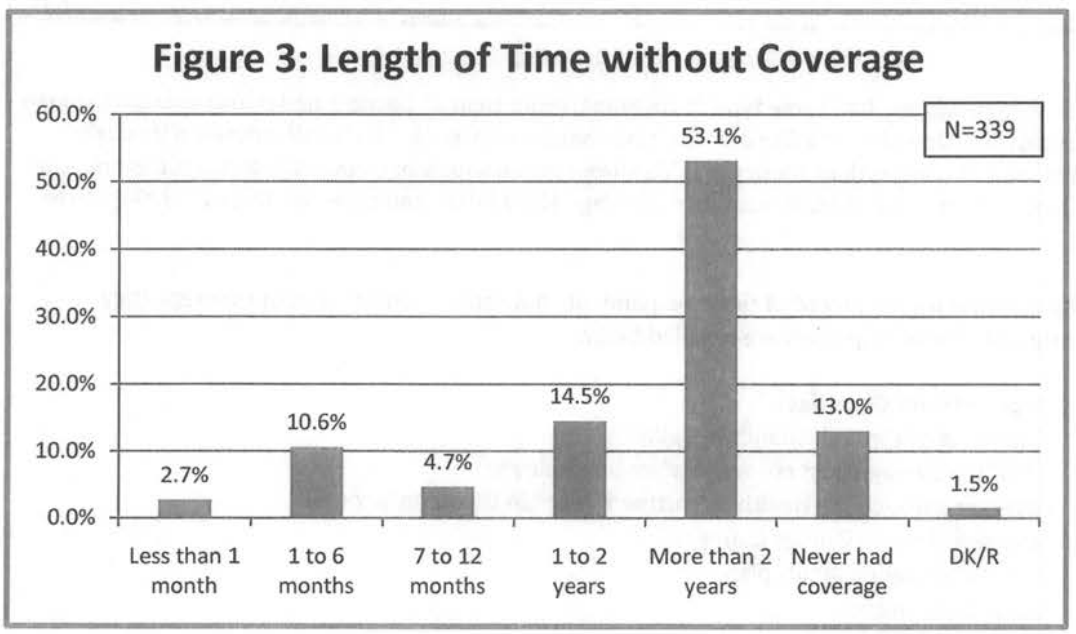
- I went to church and saw a bulletin on the wall and saw a representative in church lobby
- Martin Luther King Center
- Veteran's Memorial
- Art fair in Micanopy
- The Arts Festival
- Music festival
- Festival in Gainesville

"Other" ways Enrollees Learned about CHOICES:

- Advertisement (type unknown)
- Alachua County Democratic Party
- Brochure (N=2)
- Co-worker (N=2)
- Florida Works Office
- Flyers (N=2)
- Letter in the mail
- Library
- On the ballot while voting (N=4)
- Unemployment Office
- Walk-in
- Word of mouth (N=2)

Length of Time without Health Coverage

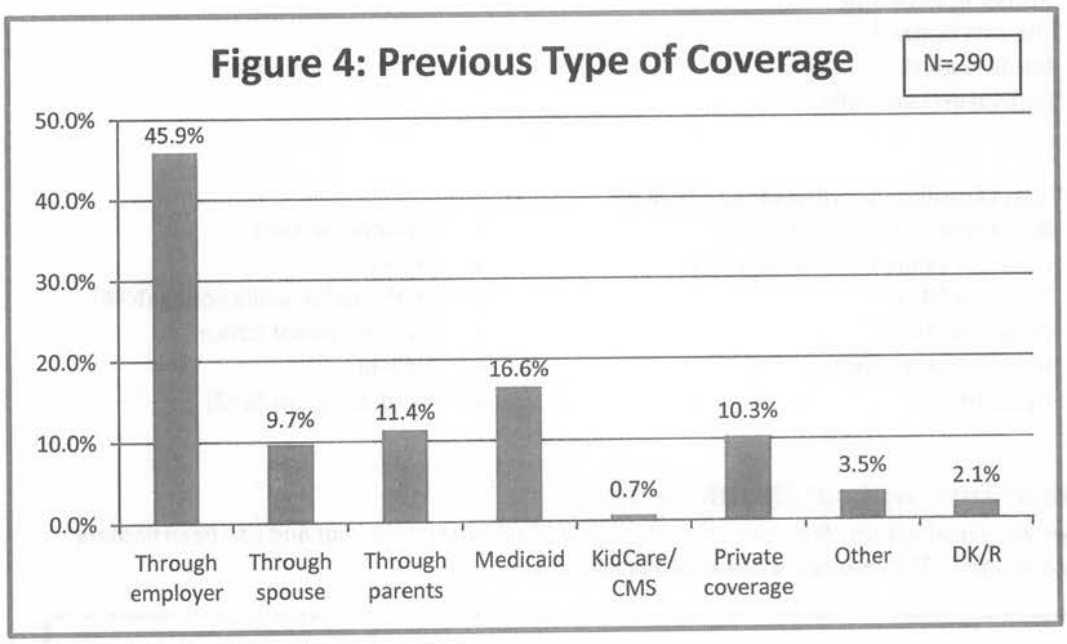
Enrollees were next asked: "*Prior to joining the CHOICES program, how long had you been without health coverage?*" The results are presented in Figure 3.



More than one-half (53.1%) of the respondents had been without health care coverage for "more than two years" prior to joining the CHOICES program, and 13 percent indicate that they had "never had health coverage before" joining CHOICES.

Previous Type of Coverage

Those respondents who indicated that they had some type of health care coverage in the past were next asked: "*Was your previous health care coverage through your employer; through your spouse or partner's insurance; through your parents' insurance; with Medicaid; with KidCare or CMS; private or individual insurance coverage; or, some other type of coverage?*" The responses appear in Figure 4.



Of those who previously had some type of coverage, more than 45 percent had prior coverage through their employers. One-sixth (16.6%) of these respondents previously had health coverage through Medicaid. About one-tenth of these CHOICES enrollees previously had coverage through their parents (11.4%); had private or individual insurance coverage (10.3%); or, had coverage through their spouse (9.7%).

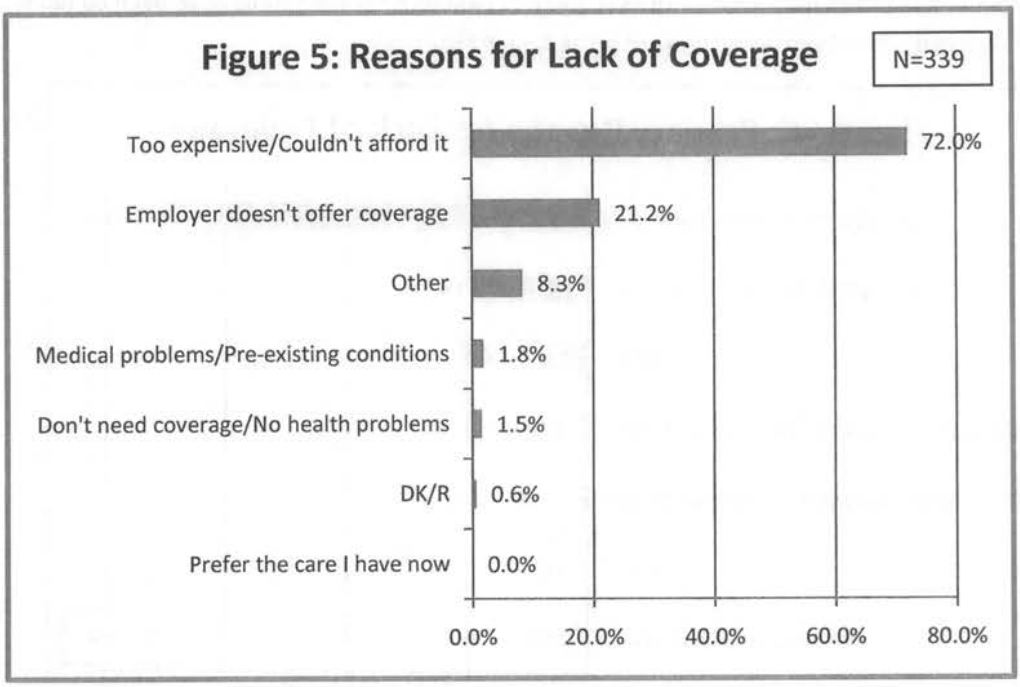
In addition, about three percent of these respondents note some "other" type of coverage they previously had. These responses are detailed below.

"Other" Types of Prior Coverage:

- 'Charity Care' through Shands Hospital
- CHOICES coverage (lost coverage when unemployed)
- Coverage through the Health Department (eligible based on income)
- Coverage through Orange County
- Covered through a family plan
- European insurance
- Paid for all doctor visits
- Self-employed
- Union coverage
- 'We Care' organization

Reasons for Lack of Coverage before CHOICES

Enrollees were next asked: "*What are the primary reasons why you didn't have health insurance before you joined CHOICES?*" The results are presented in Figure 5.



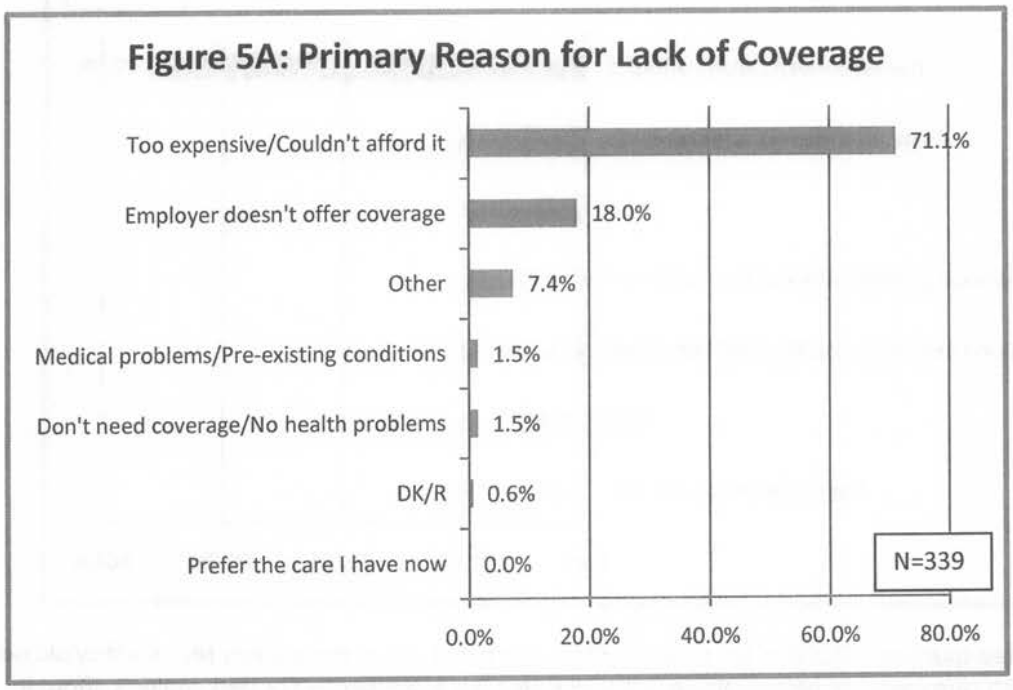
Nearly three-quarters (72.0%) of the respondents indicate that one of the primary reasons they did not have health care coverage before joining CHOICES is that it is too expensive or they couldn't afford it. More than one-fifth (21.2%) of the respondents indicate that they previously lacked coverage because it is not offered by their employers. In addition, eight percent of respondents noted "other" reasons why they didn't have coverage before CHOICES. These are presented below.

"Other" Reasons for Lack of Coverage:

- Divorce
- Drug addiction
- Employer's insurance not good enough
- Lost job / Laid-off / Unemployed (N=9)
- Medicaid ran out / Lost Medicaid (N=5)
- Missed registration at work
- Quit job (N=4)
- Self-employed (N=4)
- Single mother
- Switched jobs

Primary Reason for Lack of Coverage

In addition, those respondents who indicated that there were multiple reasons why they did not have health insurance before they joined CHOICES were asked: "And which one of these is the primary reason why you didn't have health insurance before you joined CHOICES?" These results have been combined with the single responses from above and are presented in Figure 5A.



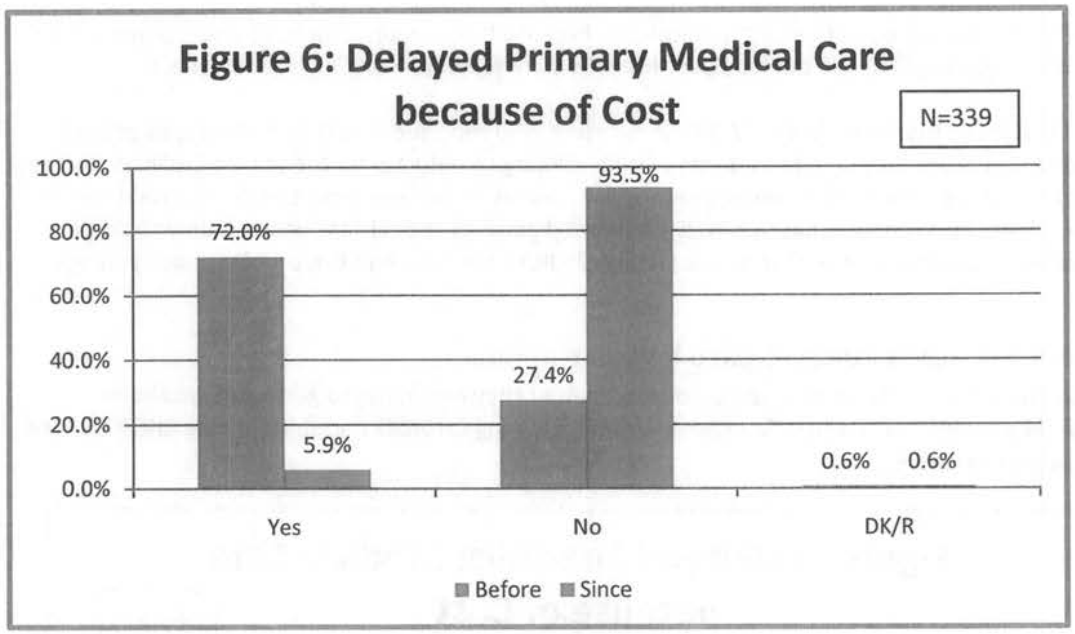
Nearly three-quarters (71.1%) of the respondents indicate that the primary reason they did not have health care coverage before joining CHOICES is that it is too expensive or they couldn't afford it. Nearly one-fifth (18.0%) of the respondents indicate that they previously lacked coverage because it is not offered by their employers.

Problems with Health Care Services: Before & Since CHOICES

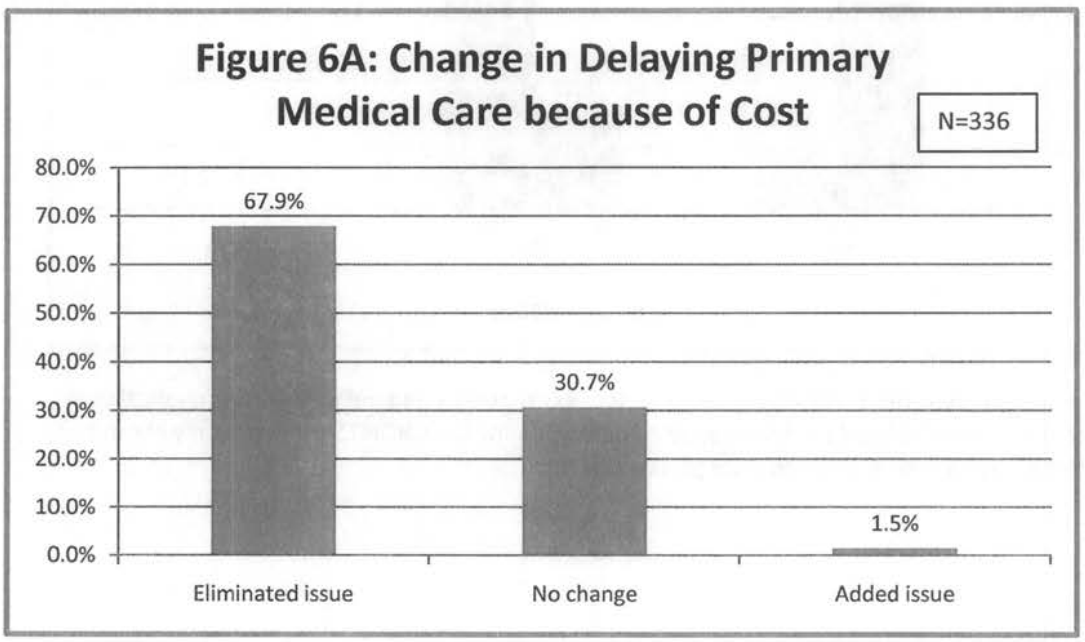
Enrollees were next asked a sequence of questions designed to evaluate whether they have experienced a series of issues related to health care services before they joined CHOICES and since joining CHOICES. The figures below compare their responses to each matched set of questions.

Delayed Primary Medical Care because of Cost

The first questions in this series asked enrollees whether they ever delayed getting medical care because they couldn't afford to visit a primary care doctor before joining CHOICES and since joining CHOICES. The results appear in Figure 6.



While nearly three-quarters (72.0%) of the enrollees say that they had delayed getting medical care because they couldn't afford to visit a primary care doctor before joining the CHOICES program, just six percent say they have done so since joining CHOICES.



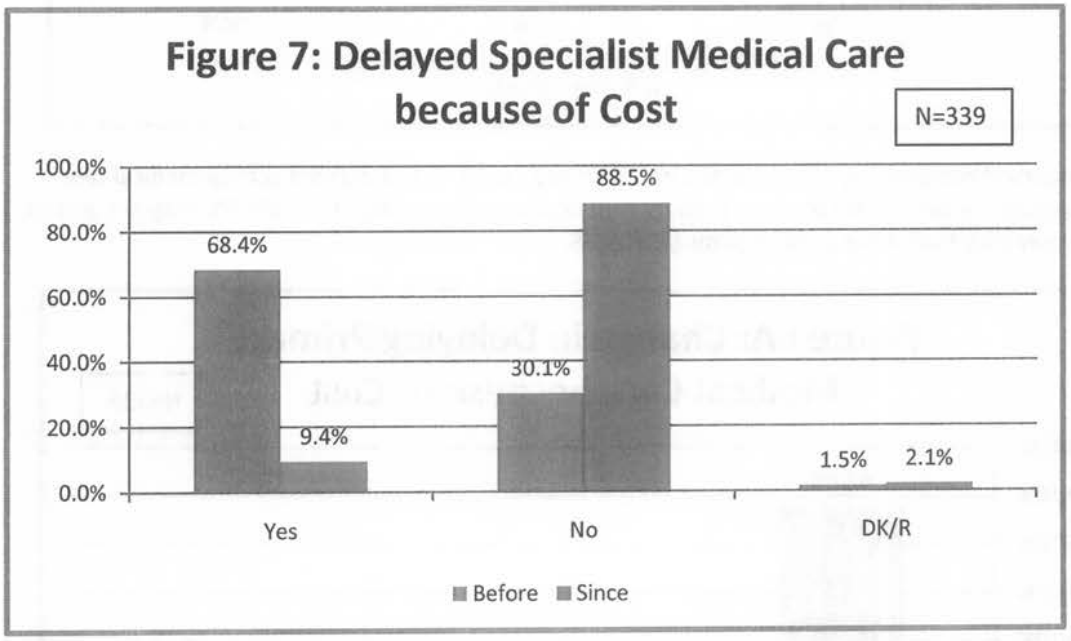
Individual responses were next compared to assess whether a respondent had delayed getting medical care because they couldn't afford to visit a primary care doctor before joining CHOICES but not since joining ("eliminated issue"); had the same experience both before and since joining CHOICES ("no

change"); or, had delayed not getting medical care because they couldn't afford to visit a primary care doctor before joining CHOICES but did have this issue since joining CHOICES ("added issue").

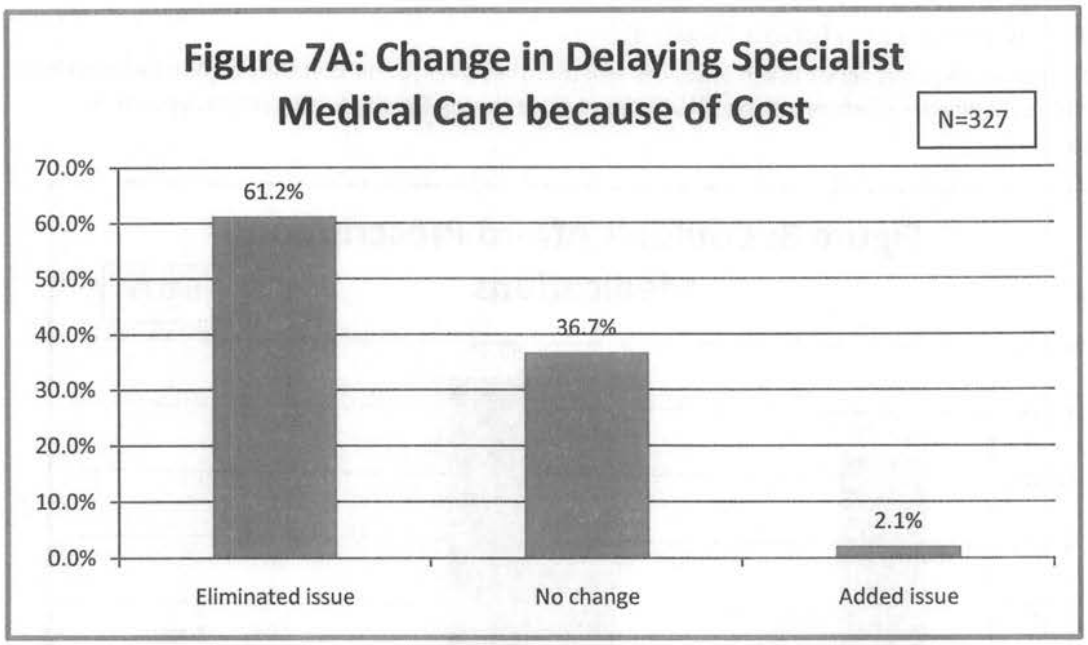
We find that more than two-thirds (67.9%) of enrollees who reported that they had delayed getting medical care because they couldn't afford to visit a primary care doctor before joining CHOICES say they have not had this problem since joining the program. About 31 percent report no change on the issue, and only about 2 percent say that they had not delayed getting medical care because they couldn't afford to visit a primary care doctor before joining CHOICES but have had this problem since joining.

Delayed Specialist Medical Care because of Cost

The next questions in this series asked enrollees whether they ever delayed getting medical care because they couldn't afford to visit a specialist before joining CHOICES and since joining CHOICES. The results appear in Figure 7.



While more than two-thirds (68.4%) of the enrollees say that they had delayed getting medical care because they couldn't afford to visit a specialist before joining the CHOICES program, only about one-tenth (9.4%) say they have done so since joining CHOICES.

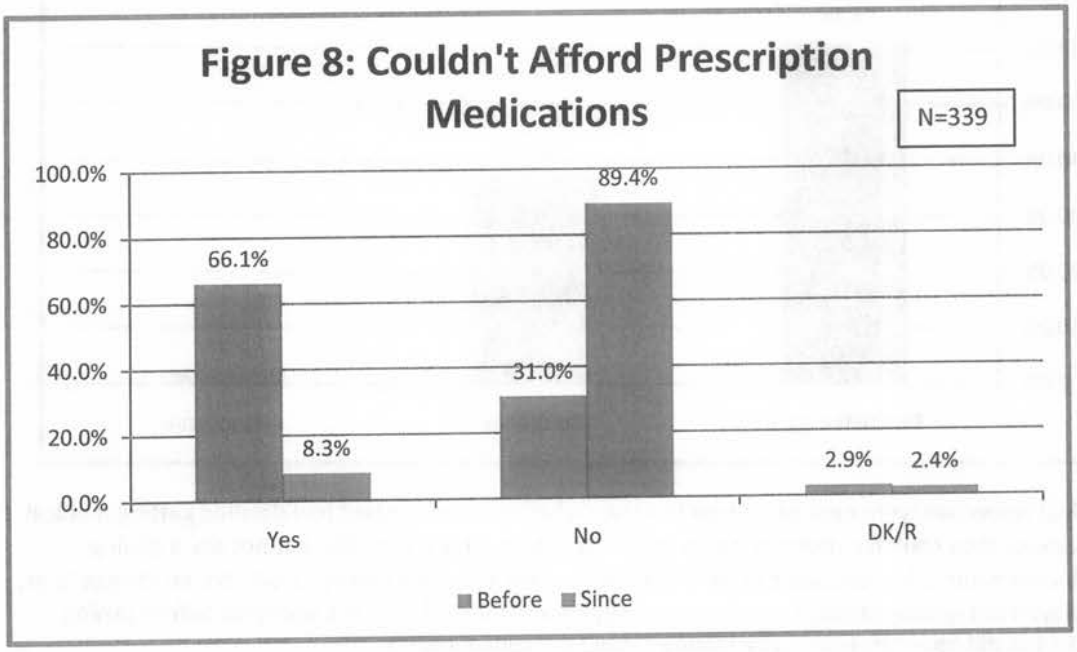


Individual responses were next compared to assess whether a respondent had delayed getting medical care because they couldn't afford to visit a specialist before joining CHOICES but not since joining ("eliminated issue"); had the same experience both before and since joining CHOICES ("no change"); or, had delayed not getting medical care because they couldn't afford to visit a specialist before joining CHOICES but did have this issue since joining CHOICES ("added issue").

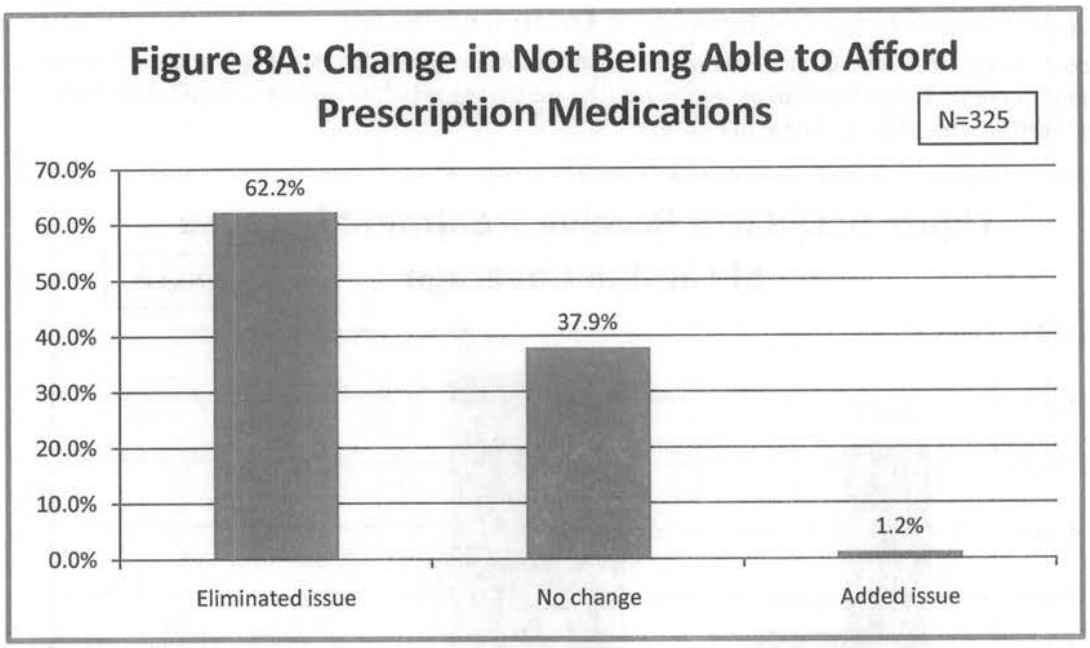
We find that more than three-fifths (61.2%) of enrollees who reported that they had delayed getting medical care because they couldn't afford to visit a specialist before joining CHOICES say they have not had this problem since joining the program. More than one-third (36.7%) report no change on the issue, and only about 2 percent say that they had not delayed getting medical care because they couldn't afford to visit a specialist before joining CHOICES but have had this problem since joining.

Couldn't Afford Prescription Medications

The next questions in this series asked enrollees whether they ever found that they couldn't afford their prescription medications before joining CHOICES and since joining CHOICES. The results appear in Figure 8.



Although about two-thirds (66.1%) of the enrollees say that they sometimes couldn't afford their prescription medications before joining the CHOICES program, only about eight percent say this is the case since joining CHOICES.

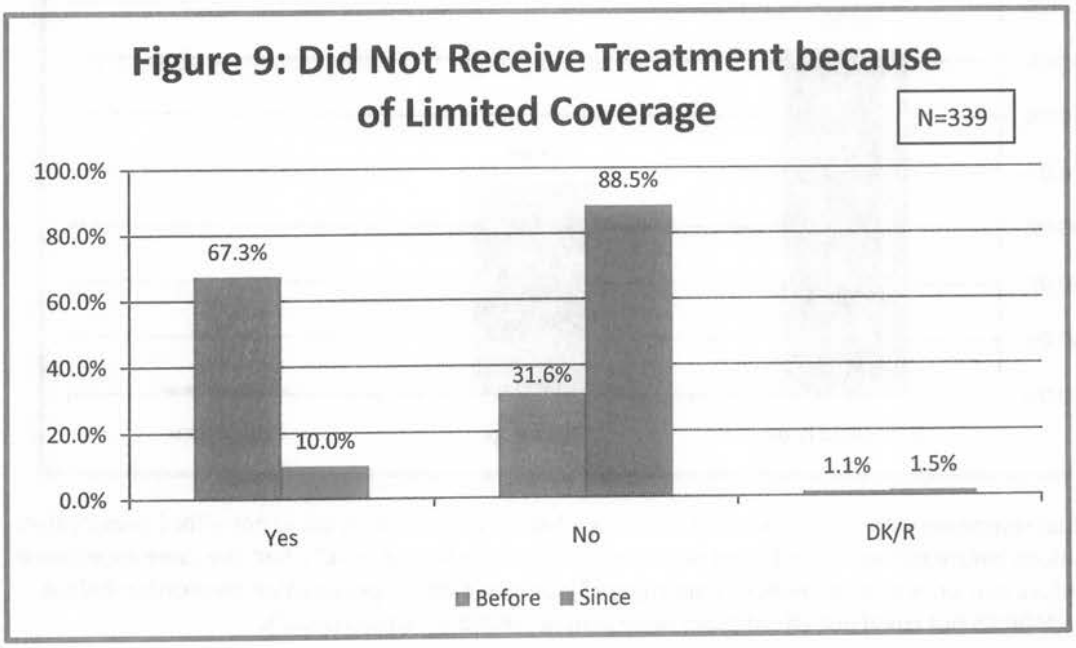


Individual responses were next compared to assess whether a respondent could not afford prescription medications before joining CHOICES but not since joining ("eliminated issue"); had the same experience both before and since joining CHOICES ("no change"); or, could afford prescription medication before joining CHOICES but could not afford them since joining CHOICES ("added issue").

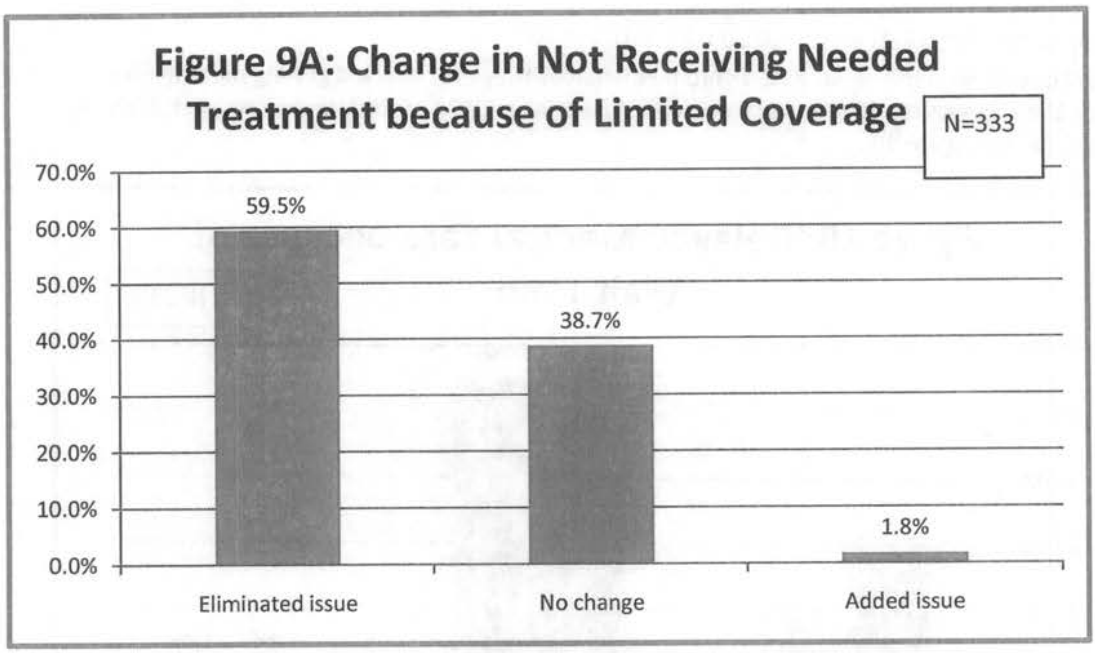
We find that more than three-fifths (62.2%) of enrollees who reported that sometimes they could not afford their prescription medications before joining CHOICES say they have not had this problem since joining the program. Nearly two-fifths (37.9%) report no change on the issue, and only about 1 percent say that they could afford their prescriptions before joining CHOICES but sometimes cannot afford them since joining.

Did Not Receive Treatment because of Limited Coverage

The next questions in this series asked enrollees whether they ever felt like they didn't receive needed treatment or medical tests because of limited health care coverage before joining CHOICES and since joining CHOICES. The results appear in Figure 9.



While about two-thirds (67.3%) of the enrollees say that they had felt like they didn't receive needed treatment or medical tests because of limited coverage before joining the CHOICES program, only one-tenth (10.0%) say they have felt this way since joining CHOICES.

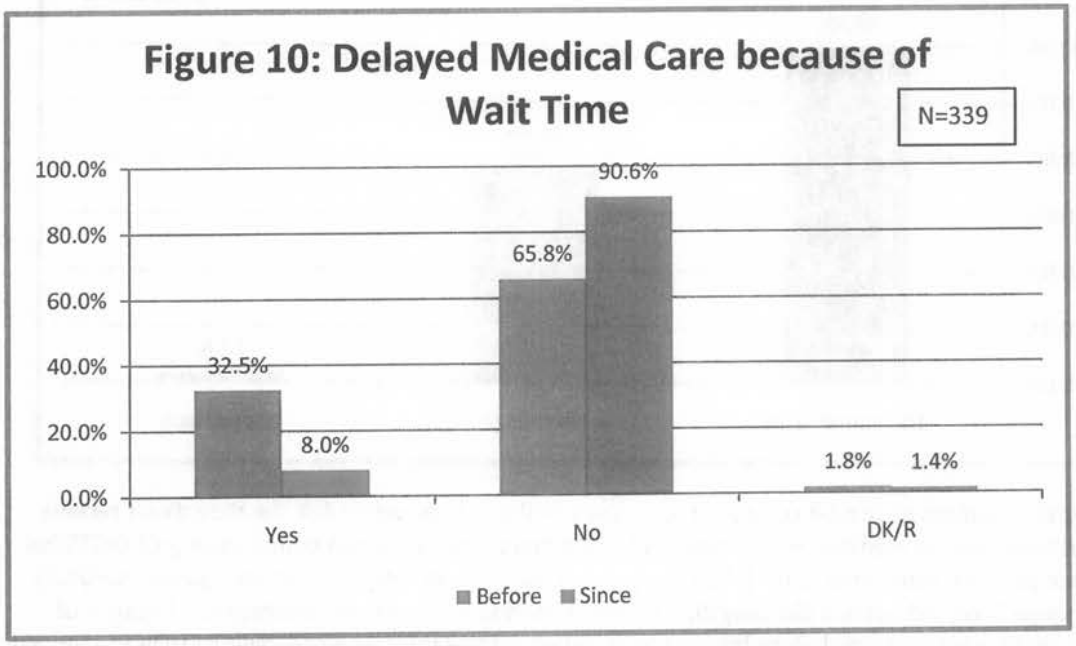


Individual responses were next compared to assess whether a respondent felt like they didn't receive needed treatment or medical tests because of limited health care coverage before joining CHOICES but not since joining ("eliminated issue"); had the same experience both before and since joining CHOICES ("no change"); or, did not feel like they didn't receive needed treatment or medical tests because of limited health care coverage before joining CHOICES but did feel this way since joining CHOICES ("added issue").

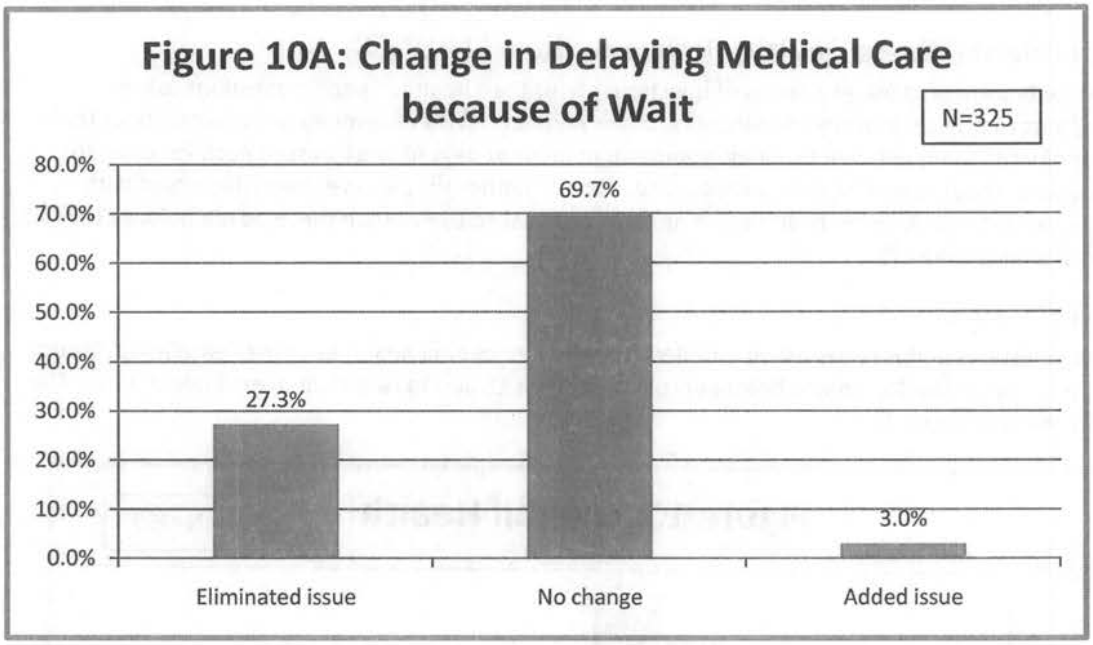
We find that three-fifths (59.5%) of enrollees who reported that they felt like they didn't receive needed treatment or medical tests because of limited health care coverage before joining CHOICES say they have not had this problem since joining the program. Nearly two-fifths (38.7%) report no change on the issue, and only about 2 percent say that they previously did not feel like they didn't receive needed treatment or medical tests because of limited health care coverage but did feel this way since joining CHOICES.

Delayed Medical Care because of Wait Time

The next questions in this series asked enrollees whether they ever delayed getting medical care because the wait was too long to see a doctor before joining CHOICES and since joining CHOICES. The results appear in Figure 10.



Although about one-third (32.5%) of the enrollees say that they had delayed getting medical care because the wait was too long to see a doctor before joining the CHOICES program, only about eight percent say they have done so since joining CHOICES.



Individual responses were next compared to assess whether a respondent had delayed getting medical care because the wait was too long to see a doctor before joining CHOICES but not since joining ("eliminated issue"); had the same experience both before and since joining CHOICES ("no change"); or, had delayed not getting medical care because wait time was too long to see a doctor before joining CHOICES but did have this issue since joining CHOICES ("added issue").

We find that more than one-quarter (27.3%) of enrollees who reported that they had delayed getting medical care because the wait time to see a doctor was too long before joining CHOICES say they have not had this problem since joining the program. More than two-thirds (69.7%) report no change on the issue, and only 3 percent say that they had not delayed getting medical care because the wait time to see a doctor was too long before joining CHOICES but have had this problem since joining.

Summary of Health Care Issues Faced by Enrollees Before & Since Joining CHOICES

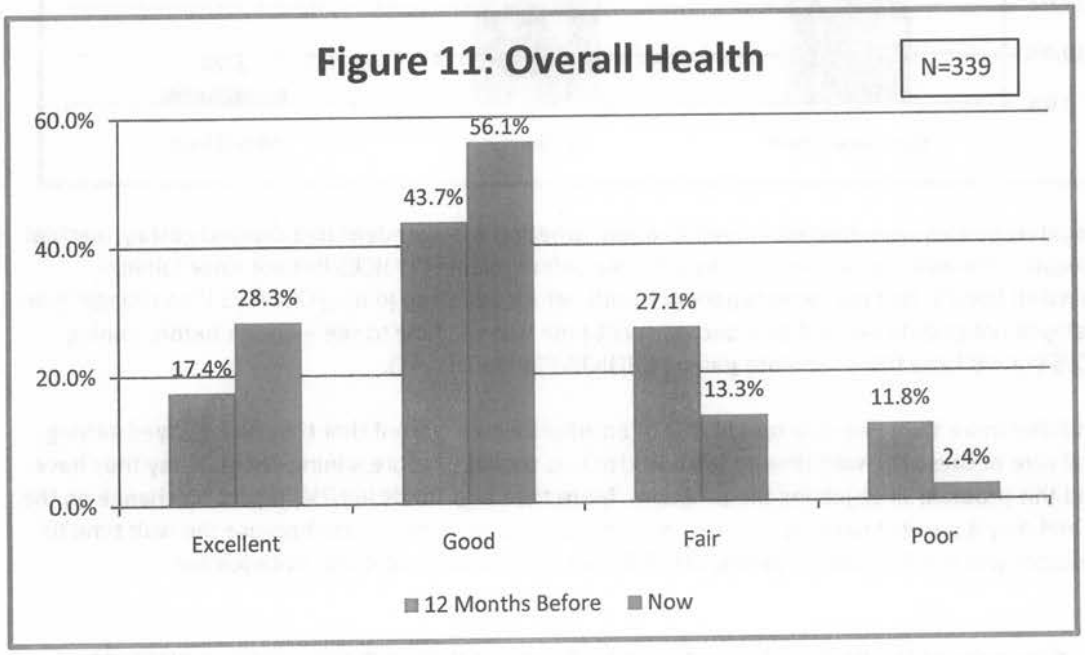
Health Care Issue	Before Joining CHOICES	Since Joining CHOICES
Delayed medical care with primary care doctor because of cost	72.0%	5.9%
Delayed medical care with specialist because of cost	68.4%	9.4%
Couldn't afford prescription medications	66.1%	8.3%
Didn't receive needed treatment or medical tests because of limited coverage	67.3%	10.0%
Delayed medical care because the wait was too long to see a doctor	32.5%	8.0%

Respondents' Basic Health: Before & Since CHOICES

Respondents were next asked a series of questions about their health. Specific questions asked respondents to rate their overall health; about their number of visits to emergency rooms; about their number of visits to urgent care facilities; about the number of days of work missed each year due to health issues; about recent hospitalizations; and, about whether they've ever been diagnosed with diabetes, hypertension, or heart disease. Enrollees were asked to evaluate these points before CHOICES and since joining CHOICES.

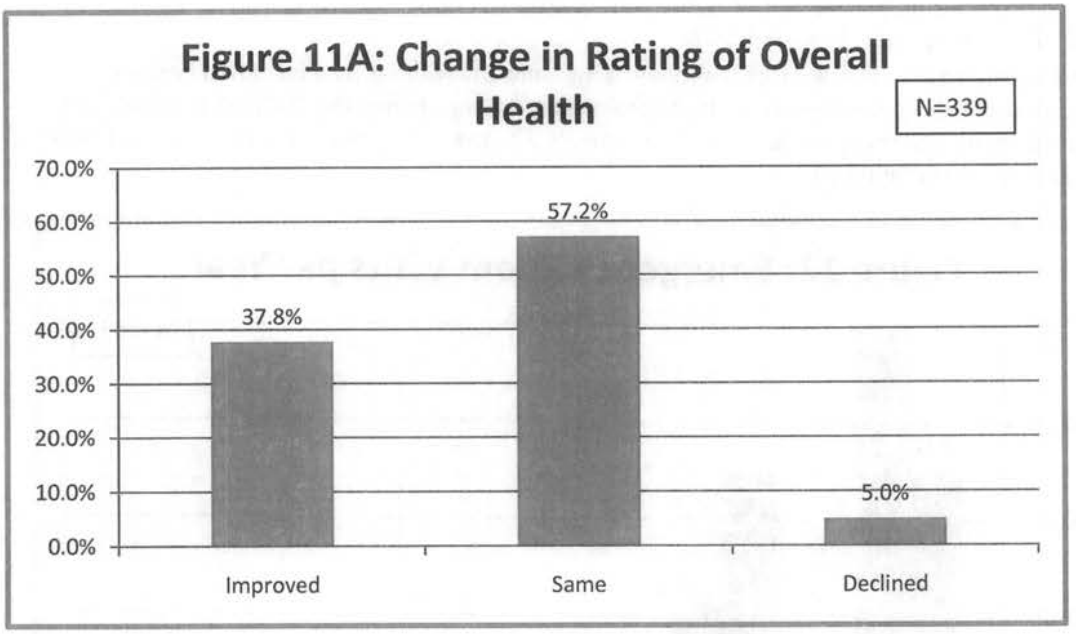
Overall Health

The first questions in this series asked enrollees to rate their overall health as either "excellent," "good," "fair," or "poor" in the 12 months before enrolling in CHOICES and to rate their overall health now. The results appear in Figure 11.



Overall, more respondents rate their health as either "excellent" or "good" now as compared to the 12 months before they enrolled in CHOICES, and fewer rate their health as either "fair" or "poor" now as compared to the 12 months before they enrolled. Using a 4-point scale, where "excellent" is 4 and "poor" is 1, the average rating before CHOICES is 2.67 and the average rating now is 3.10.

While about one-sixth (17.4%) of the respondents indicate that their health was "excellent" in the 12 months before they joined the CHOICES program, more than one-quarter (28.3%) describe their health as "excellent" now. In addition, while over two-fifths (43.7%) rated their health in the 12 months before joining CHOICES as "good," more than one-half (56.1%) say their health is now "good." Although more than one-quarter (27.1%) of enrollees surveyed say their health was "fair" before joining the CHOICES program, just one-sixth (13.3%) say their health is "fair" now. And, while about 12 percent of respondents rate their health before CHOICES as "poor," only about 2 percent say their health is now "poor."

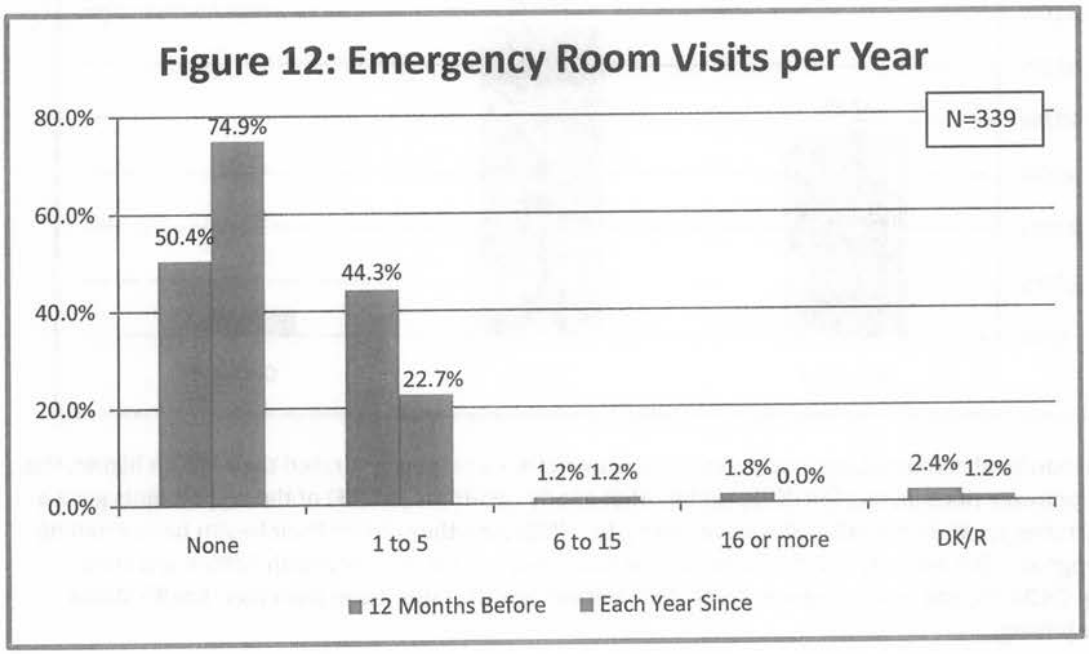


When individual responses are compared to assess whether a respondent rated their health higher, the same, or lower since joining CHOICES, we find that nearly two-fifths (37.8%) of the respondents gave a higher rating for their overall health since joining CHOICES than they did for their health before joining the program. The majority (57.2%) provided the same assessment of their health before and since joining CHOICES, and just five percent rate their current health status lower than their health status before joining.

Using a 4-point scale, where "excellent" is 4 and "poor" is 1, those who rated their health higher since joining the program (N=128) improved their overall health rating by 1.32 points.

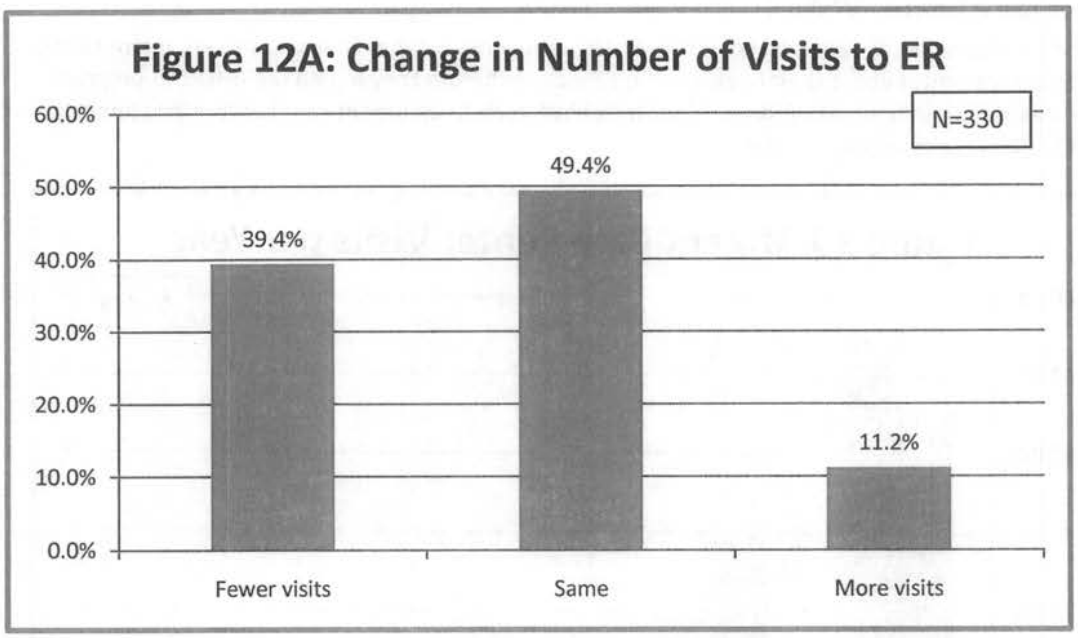
Hospital Emergency Room Visits

The next questions in this series asked enrollees about how many times they went to a hospital emergency room about their health in the 12 months before they joined the CHOICES program, and then asked about how many times a year they have gone to the emergency room since joining CHOICES. The results appear in Figure 12.



While one-half (50.4%) of the respondents reported no visits to a hospital emergency room in the 12 months prior to joining CHOICES, three-quarters (74.9%) reported no visits to a hospital emergency room per year since joining CHOICES – a marked improvement. Similarly, while more than two-fifths (44.3%) of surveyed enrollees said they went to a hospital ER between one and five times in the 12 months before they joined CHOICES, just one-fifth (22.7%) report they go to an ER one to five times a year since joining CHOICES.

Overall, the average number of visits to a hospital emergency room in the 12 months prior to joining CHOICES was 1.52, and the average number of visits to hospital ERs each year since joining is 0.50.

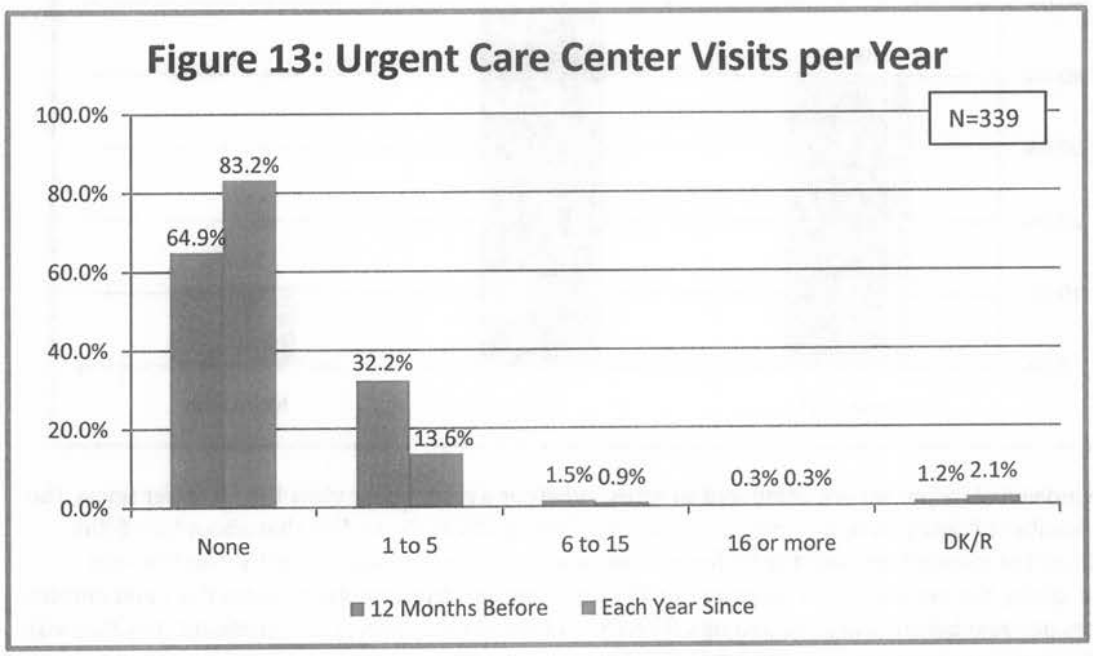


When individual responses are compared to assess whether a respondent visits the ER fewer times, the same number of times, or more times per year since joining CHOICES, we find that about two-fifths (39.4%) of the respondents visit the ER fewer times each year since joining CHOICES than they did before joining the program. The majority (49.4%) says they visit the emergency room the same number of times per year before and since joining CHOICES, and about one-tenth (11.2%) indicate that they visit the ER more times per year since joining CHOICES.

Those who indicate that they visit the ER fewer times per year since joining the program (N=130) make 3 fewer visits per year, on average, than they did before joining.

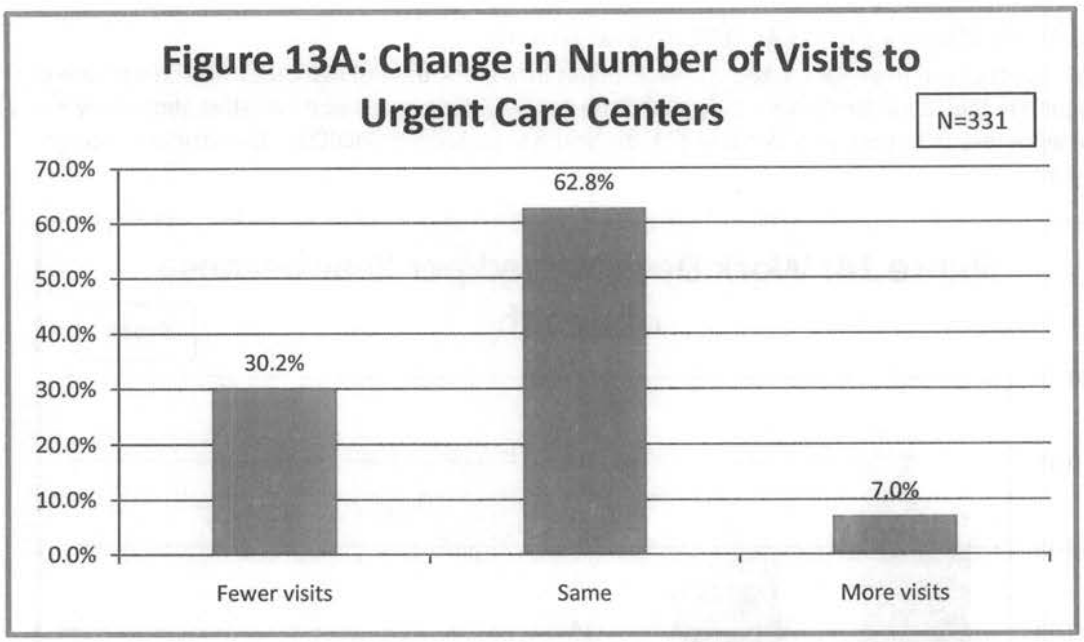
Urgent Care Center Visits

The next questions in this series asked enrollees about how many times they went to an urgent care or immediate care center about their health in the 12 months before they joined the CHOICES program, and then asked about how many times a year they have gone to an urgent care center since joining CHOICES. The results appear in Figure 13.



While about two-thirds (64.9%) of the respondents reported no visits to an urgent care center in the 12 months prior to joining CHOICES, more than four-fifths (83.2%) reported no visits to an urgent care center per year since joining CHOICES. Similarly, while nearly one-third (32.2%) of surveyed enrollees said they went to an urgent care center between one and five times in the 12 months before they joined CHOICES, only about one-eighth (13.6%) report they go to an urgent care center one to five times a year since joining CHOICES.

The average number of visits to an urgent care center in the 12 months prior to joining CHOICES was 0.88, and the average number of visits to an urgent care center each year since joining is 0.38.

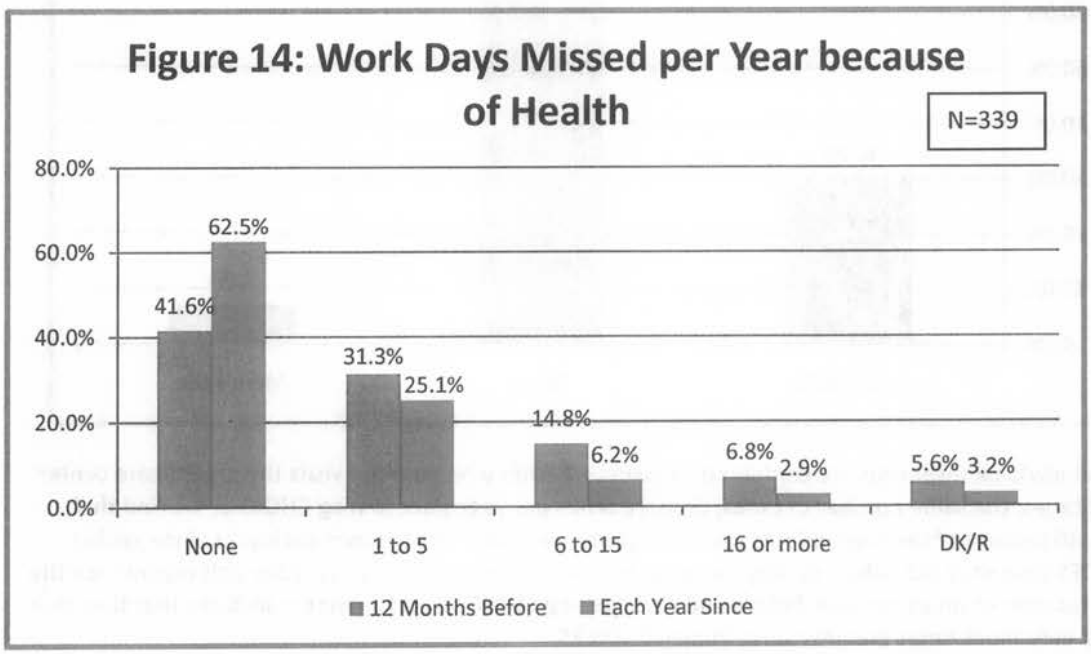


When individual responses are compared to assess whether a respondent visits the urgent care center fewer times, the same number of times, or more times per year since joining CHOICES, we find that about 30 percent of the respondents visit an urgent care center fewer times each year since joining CHOICES than they did before joining the program. The majority (62.8%) says they visit urgent care the same number of times per year before and since joining CHOICES, and 7 percent indicate that they visit urgent care more times per year since joining CHOICES.

Those who indicate that they visit an urgent care center fewer times per year since joining the program (N=100) make 2.3 fewer visits per year, on average, than they did before joining.

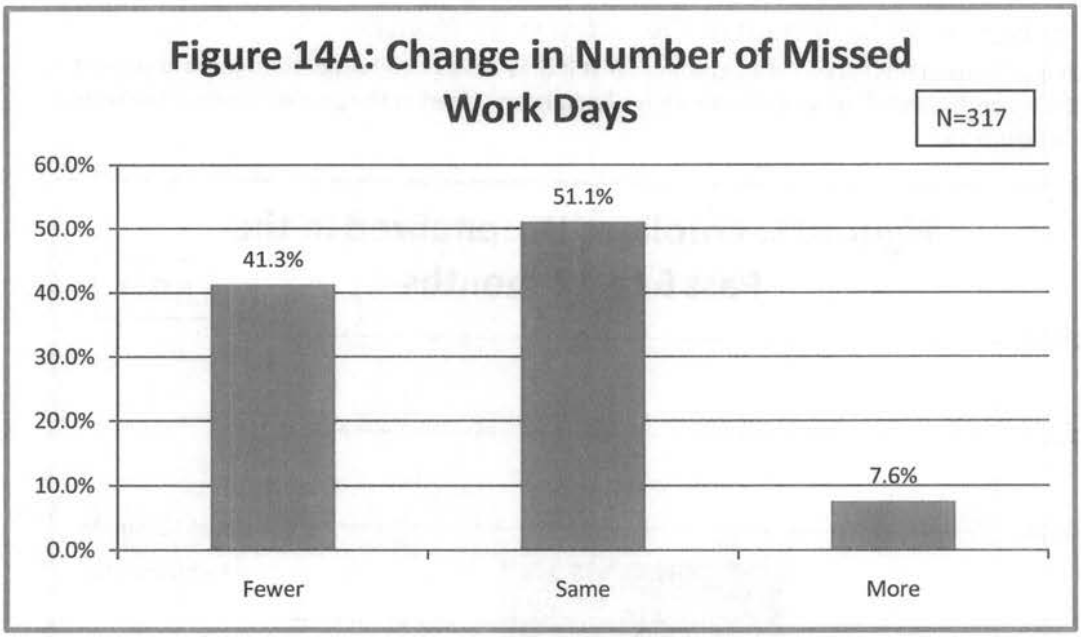
Work Days Missed per Year because of Health

The next questions in this series asked enrollees about how many days of work they missed because of their health in the 12 months before they joined the CHOICES program, and then asked about how many days of work they miss each year because of their health since joining CHOICES. The results appear in Figure 14.



While two-fifths (41.6%) of the respondents reported that they did not miss any days of work because of their health in the 12 months prior to joining CHOICES, more than three-fifths (62.5%) reported they do not miss any days of work each year because of their health since joining CHOICES – a marked improvement. About one-third (31.3%) of surveyed enrollees said they missed between one and five days of work because of their health in the 12 months before they joined CHOICES while one-quarter (25.1%) report missing one to five work days a year because of their health since joining CHOICES.

The average number of work days missed because of health in the 12 months prior to joining CHOICES was 5.56, and the average number of work days missed due to health each year since joining is 2.56.

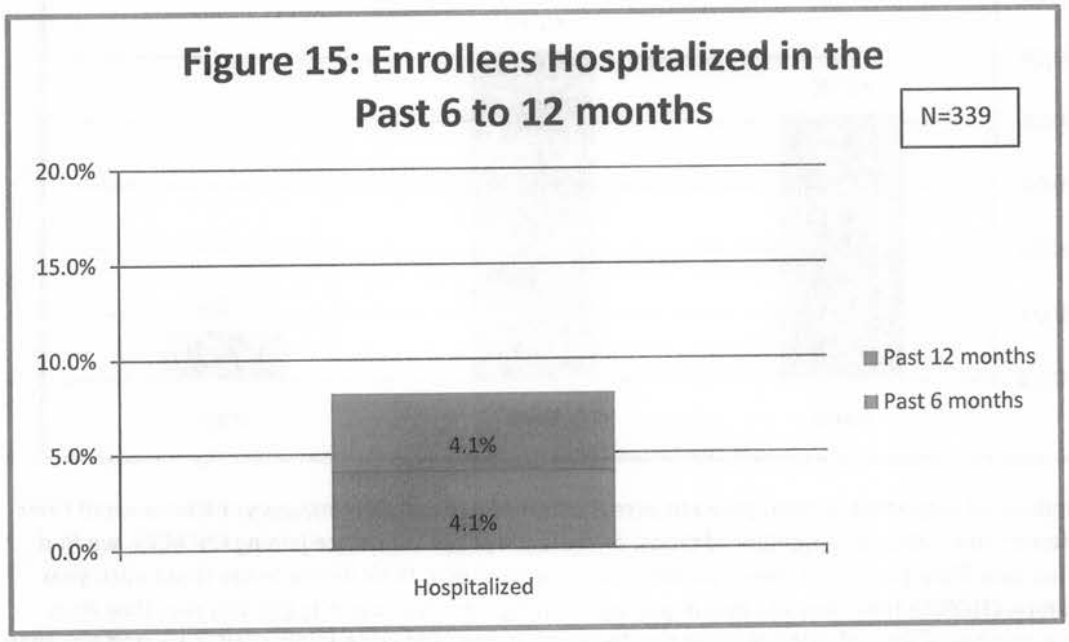


When individual responses are compared to assess whether a respondent misses work because of their health fewer times, the same number of times, or more times per year since joining CHOICES, we find that about two-fifths (41.3%) of the respondents miss work due to their health fewer times each year since joining CHOICES than they did before joining the program. The majority (51.1%) says they miss the same number of days of work per year due to health before and since joining CHOICES, and less than one-tenth (7.6%) indicate that they miss more days of work due to health per year since joining CHOICES.

Those who indicate that they miss fewer days of work due to their health per year since joining the program (N=131) miss 10.3 fewer days of work per year, on average, than they did before joining.

Hospitalized as an In-Patient in the Past 6 to 12 Months

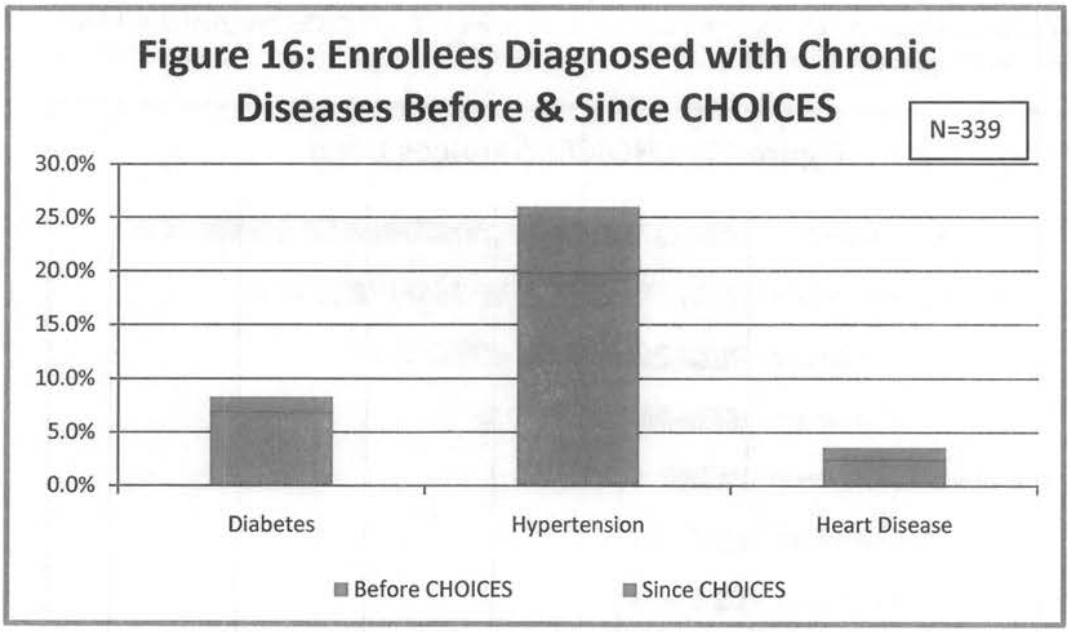
The next questions in this series asked enrollees first if they have been hospitalized as an in-patient in the past 12 months, and if so, whether they have been hospitalized in the past 6 months. The results appear in Figure 15.



Very few of those surveyed say that they have been hospitalized as an inpatient in either the past six months (4.1%) or the past 12 months (8.2%).

Chronic Disease Diagnoses

The next questions in this series asked enrollees first if they have ever been diagnosed with diabetes, hypertension, or any kind of heart disease. Respondents who indicated that they have had such a diagnosis, were next asked whether they were diagnosed before joining CHOICES or since joining CHOICES. The results appear in Figure 16.



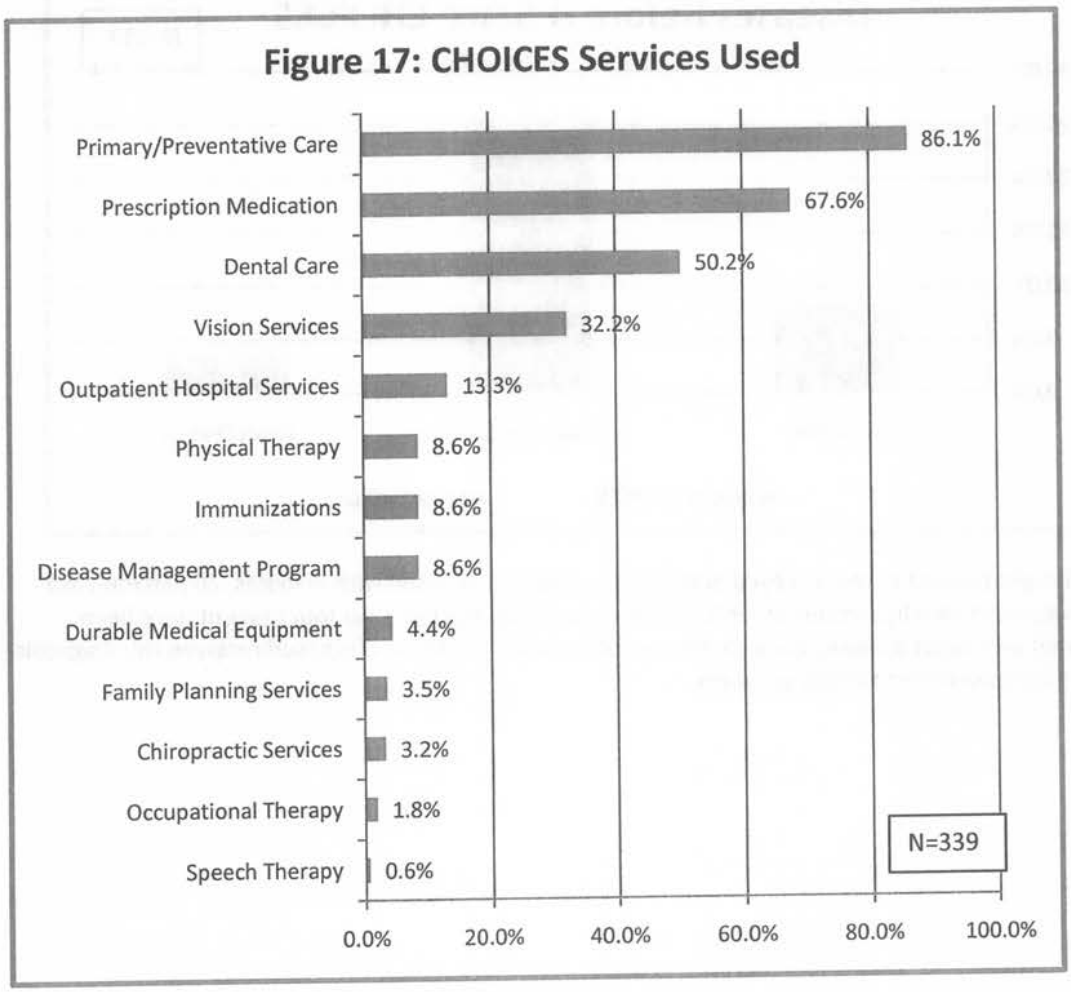
Overall, eight percent of the surveyed enrollees have been diagnosed with diabetes, 26 percent have been diagnosed with hypertension (or high blood pressure), and less than four percent have been diagnosed with heart disease. For each disease, the majority of those diagnosed received this diagnosis before they joined the CHOICES program.

Enrollee Experiences in the CHOICES Program

The next series of questions asked enrollees about their experiences in the CHOICES program. Respondents were first asked which CHOICES services they use, and were then asked follow-up questions about those services.

CHOICES Health Services Used

Enrollees were asked which of the health care services covered by the CHOICES program they have used. The results appear in Figure 17.



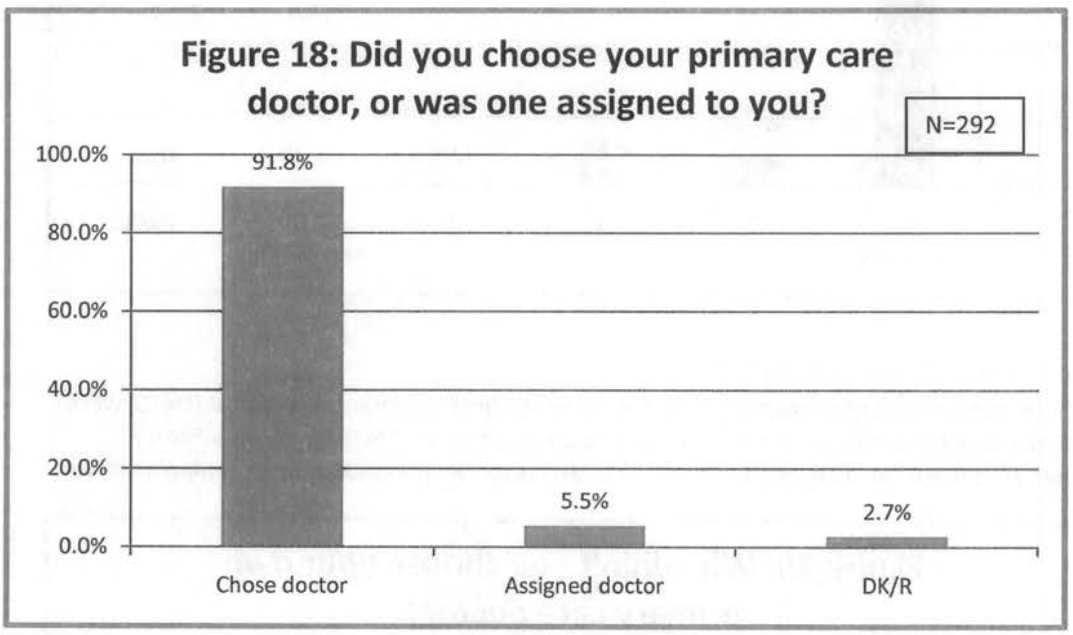
Aside from "Primary/Preventative care services" which the vast majority (86.1%) of respondents use, the most used CHOICES services are "prescription medication services," used by two-thirds (67.6%) of enrollees surveyed, and "dental care services," used by one-half (50.2%) of enrollees surveyed. The least used services are "occupational therapy" (1.8%) and "speech therapy" (0.6%).

Primary & Preventative Care

Those enrollees who use "primary and preventative care services" (N=292) were next asked a series of questions about their primary care doctor.

Provider Election Form: Choosing a Doctor

The first question in this series asked: "*When you were first accepted into the CHOICES program, you were asked to choose a primary care doctor using the 'Provider Election Form"; those who don't choose their own doctor within 30 days are automatically assigned a doctor. Did you choose your own primary care doctor, or was one assigned to you*?" The results appear in Figure 18.

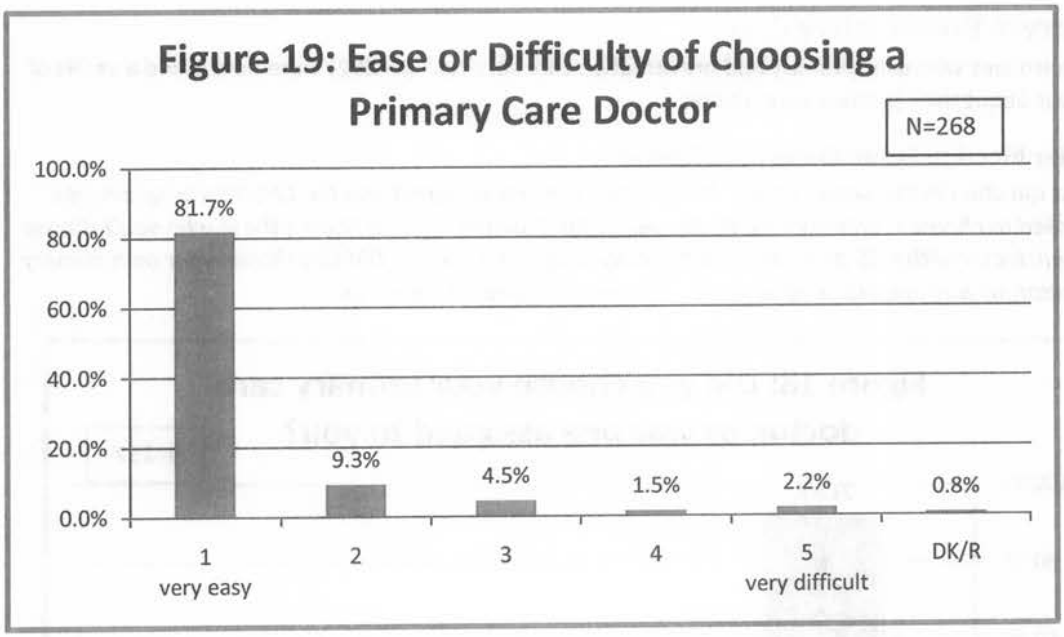


Almost all (91.8%) of the respondents who have used primary/preventative care services indicate that they chose their own primary care doctor. Only about six percent of these enrollees indicate that a doctor was assigned to them.

Ease or Difficulty of Choosing a Primary Care Doctor

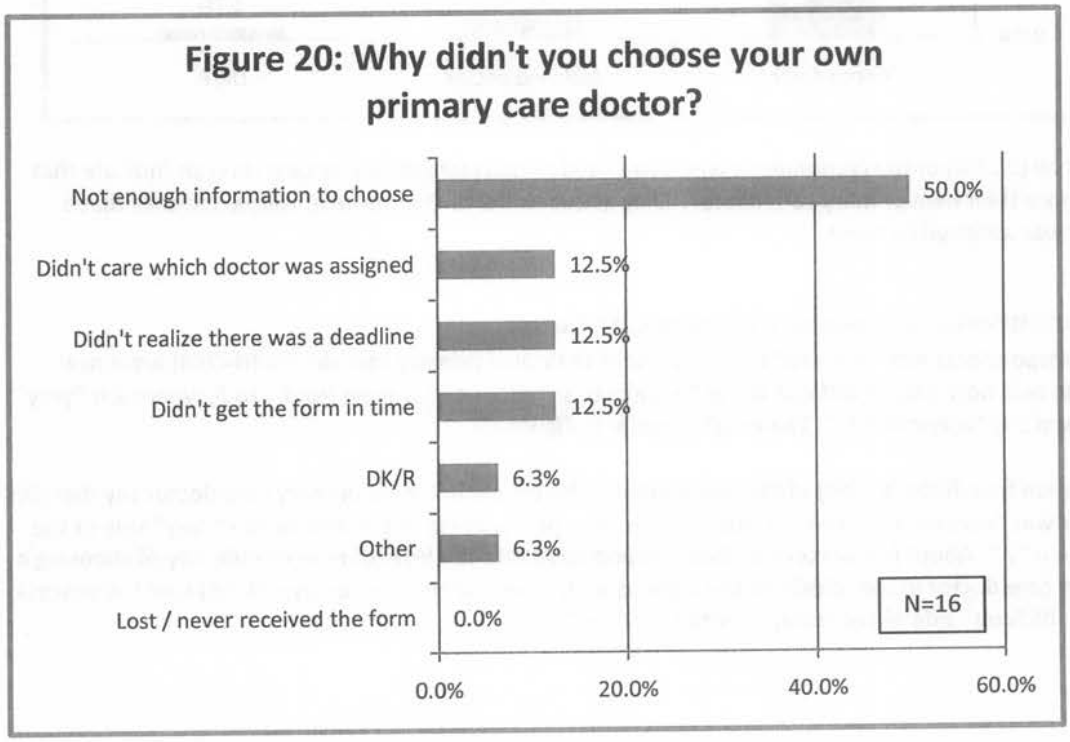
Those respondents who indicated that they chose their own primary care doctor (N=268) were next asked to rate how easy or difficult it was to make this choice using a scale from 1 to 5, where 1 is "very easy" and 5 is "very difficult." The results appear in Figure 19.

More than four-fifths (81.7%) of the respondents who chose their own primary care doctor say that this process was "very easy" (rating=1), and another nine percent rate the choice on the "easy" side of the scale, as a "2." About five percent of these respondents rate the level of ease or difficulty of choosing a primary care doctor in the middle of the scale as a "3," and a similar percentage (3.7%) rate the process on the "difficult" side of the scale, as either a "4" or "5."



Reasons for Not Choosing a Doctor

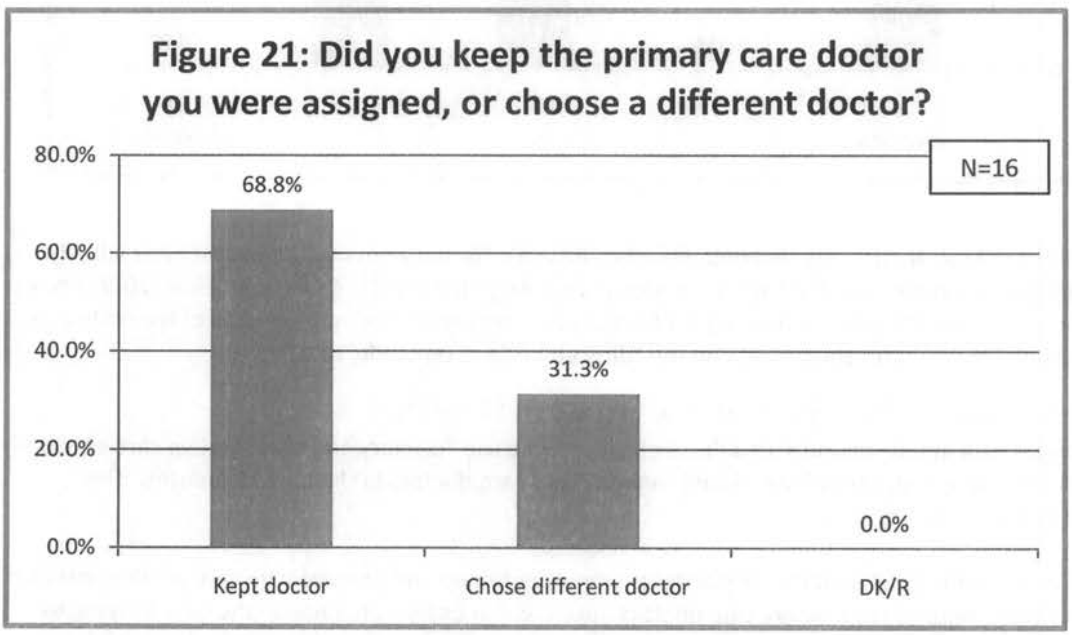
Next, those respondents who indicated that they were assigned a primary care doctor (N=16) were asked: *"Why didn't you choose your own primary care doctor on the 'Provider Election Form'?"* Responses are presented in Figure 20. Please note that respondents could provide multiple answers.



Half (50.0%) of the survey enrollees who indicated that they were assigned a primary care physician rather than choosing their own with the Provider Election Form (N=8) say that they "didn't have enough information to make a choice" – by far the most cited response. Equal numbers (N=2, 12.5%) of these respondents indicate that they did not choose their own primary care doctor for the following reasons: "didn't care which doctor was assigned"; "didn't realize there was a deadline to return the form / make a choice"; and, "didn't get the form in time." In addition, one respondent indicates this "other" response: "my girlfriend recommended the doctor."

Keep Assigned Doctor or Choose a Different Doctor

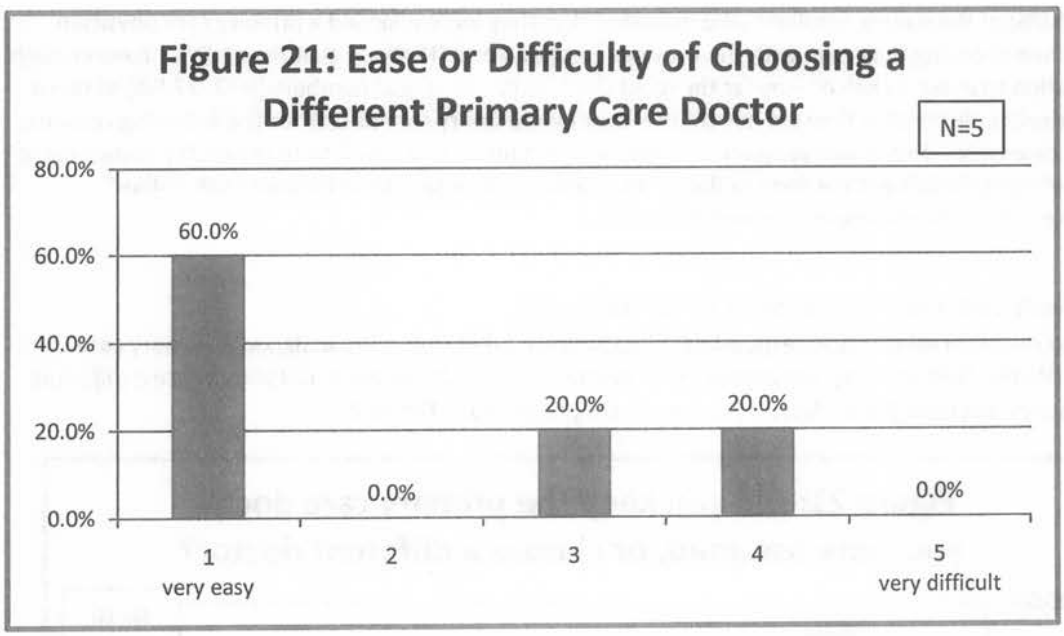
The next question asked those respondents who indicated that they were assigned a primary care doctor (N=16): "*Did you keep the primary care doctor you were assigned, or did you choose a different primary care doctor after 30 days?*" Responses are presented in Figure 21.



About two-thirds (68.8%, N=11) of the respondents who indicated that they were assigned a primary care doctor report that they kept the primary care doctor they were assigned. About one-third (31.3%, N=5) of these respondents chose a different primary care doctor after 30 days.

Ease or Difficulty of Choosing a Different Primary Care Doctor

Those respondents who indicated that they were assigned a primary care doctor but then chose a different primary care doctor after 30 days (N=5) were next asked to rate how easy or difficult it was to make this choice using a scale from 1 to 5, where 1 is "very easy" and 5 is "very difficult." The results appear in Figure 22.

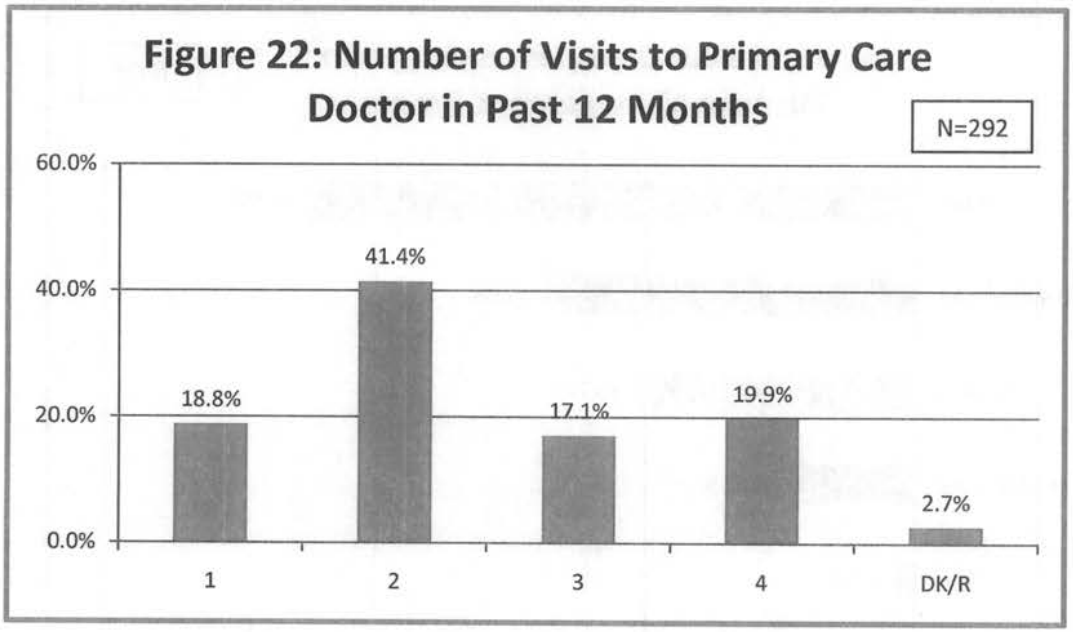


Three-fifths (60.0%, N=3) of the respondents who chose a different primary care doctor after initially being assigned a doctor, say that this process was "very easy" (rating=1). One respondent (20.0%) rates the level of ease or difficulty of choosing a different primary care doctor in the middle of the scale as a "3," and one (20.0%) rates the process on the "difficult" side of the scale, as a "4."

Number of Visits to Primary Care Doctor in the Past 12 Months

The last question in this section asked those enrollees who use "primary and preventative care services" (N=292) how many times they have visited their primary care doctors in the past 12 months. The responses appear in Figure 22.

Overall, three-fifths (60.3%) of the respondents who use primary and preventative care services indicate that they have visited their primary care doctors once (18.8%) or twice (41.4%) in the past 12 months. About one-sixth (17.1%) of these respondents say they have visited their primary care doctor three times in the past 12 months, and one-fifth (19.9%) report visiting their primary care doctor four times in the past 12 months.

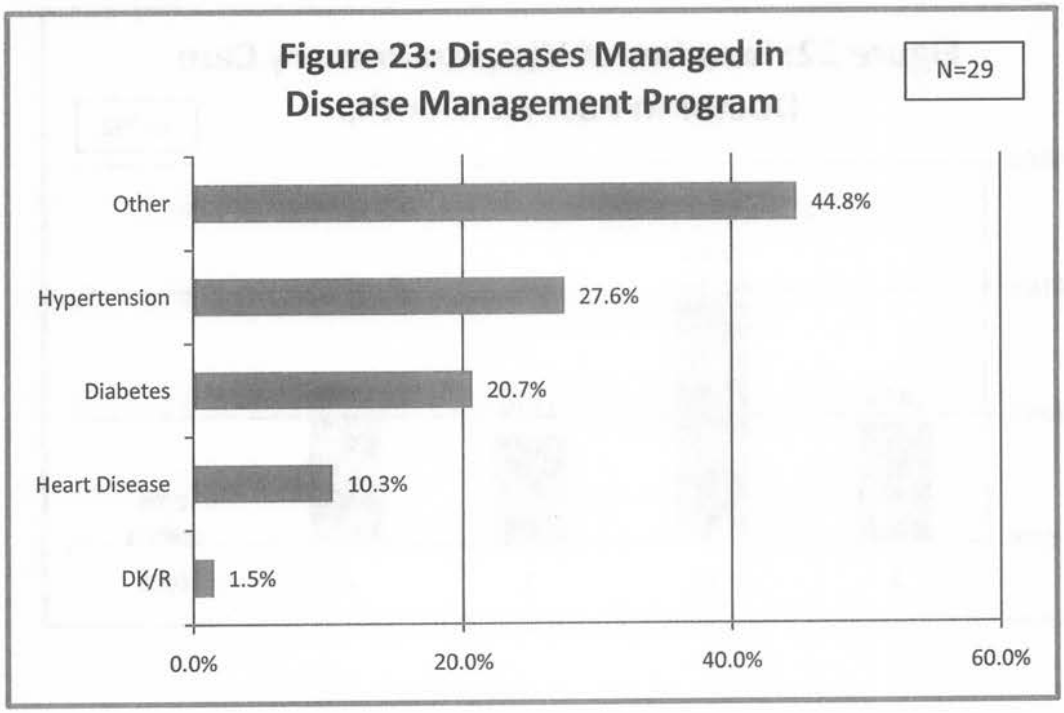


Disease Management Program

Those enrollees who use the "Disease Management Program" (N=29) were next asked a series of questions about this CHOICES program.

Disease(s) Currently Managed in Program

The first question in this series asked: "*What disease or diseases are you currently managing in the 'Disease Management Program'?*" The responses are presented in Figure 23. Please note that respondents could indicate multiple responses.



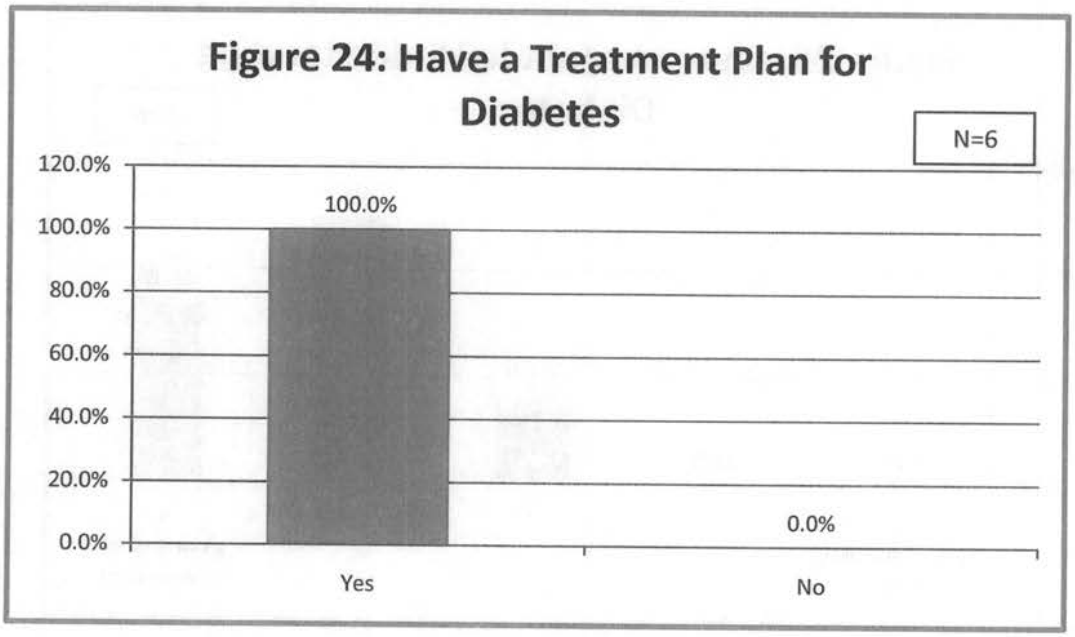
More than one-quarter (27.6%, N=8) of the respondents who indicate that they participate in the Disease Management Program indicate that they are using the program to manage hypertension (high blood pressure). One-fifth of these respondents (20.7%, N=6) are using the program to manage diabetes, and one-tenth (10.3%, N=3) are managing heart disease. In addition, more than two-fifths (44.8%, N=13) of surveyed CHOICES enrollees who participate in the Disease Management Program note "other" diseases they're managing with the program. These responses are listed below.

"Other" Diseases Managed in Disease Management Program:

- Asthma
- Down's Syndrome
- Hepatitis
- Hypoglycemia
- Internal Cystitis
- Live cancer cells on cervical walls
- Low blood pressure
- Mental health
- Rheumatoid arthritis
- Smoking cessation
- Thyroid condition (N=2)
- Tumor on ovary
- Weight loss
- Wound care

Disease Management Program: Treatment Plan for Diabetes

The respondents who indicated that they use the CHOICES Disease Management Program to manage their diabetes (N=6) were next asked whether they have a treatment plan for this disease. The results appear in Figure 24.

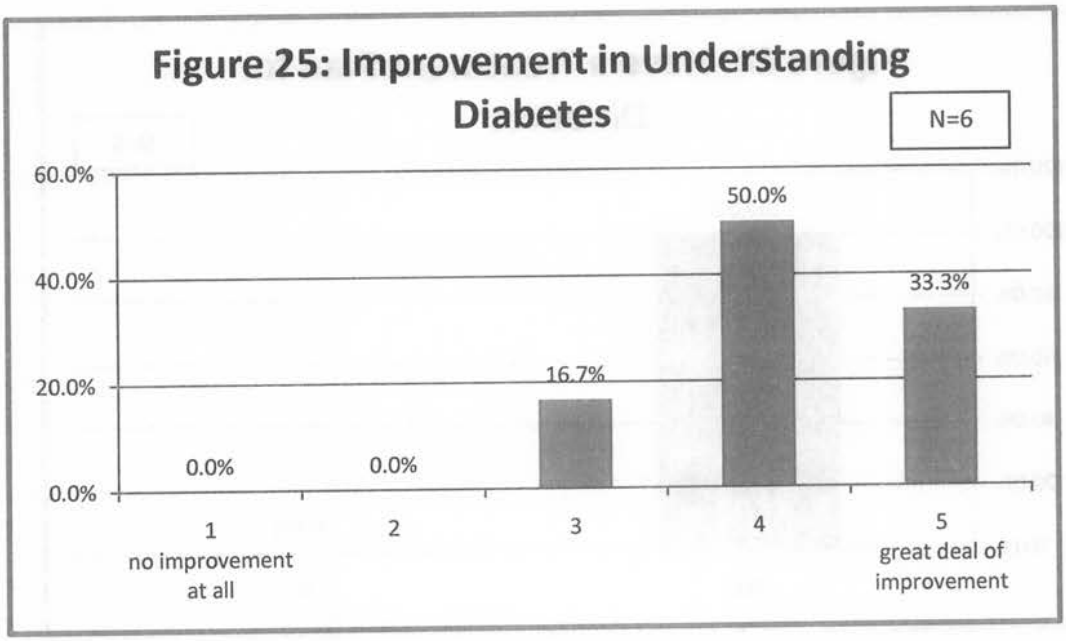


All (100.0%, N=6) of the respondents who indicated that they use the CHOICES Disease Management Program to manage their diabetes say they have a treatment plan for this disease.

Disease Management Program: Improvement in Understanding Diabetes

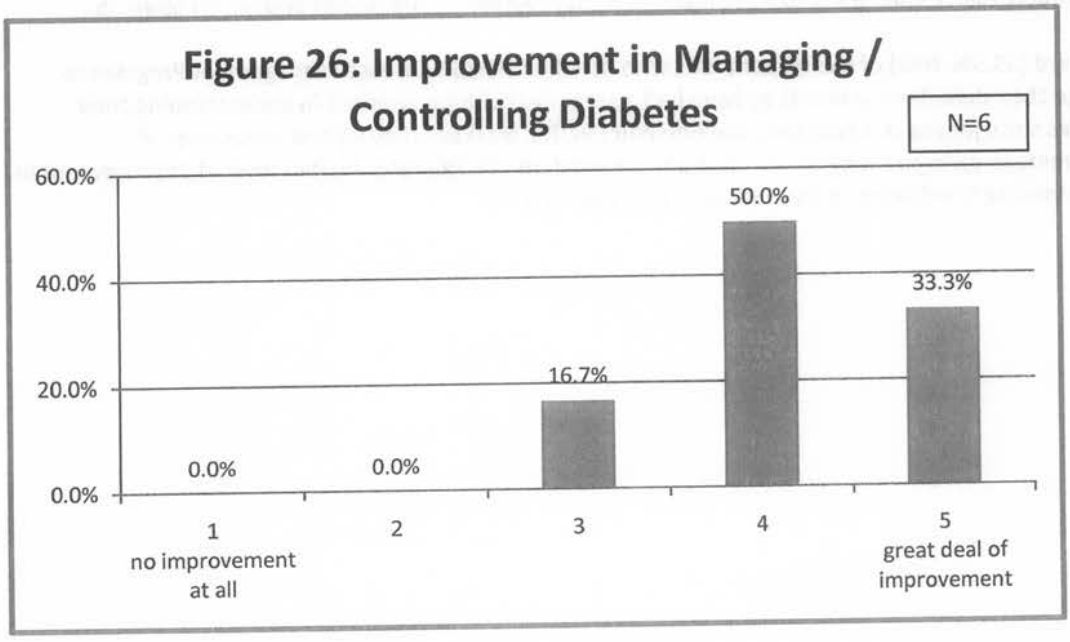
The respondents who indicated that they use the CHOICES Disease Management Program to manage their diabetes (N=6) were next asked: "*Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in understanding your diabetes since joining the Disease Management Program.*" The results appear in Figure 25.

One-third (33.3%, N=2) of the respondents who use the CHOICES Disease Management Program to manage their diabetes say that they have had a great deal of improvement in understanding their diabetes since joining the program, and one-half (50.0%, N=3) say they've had some level of improvement, giving a rating of "4." Just one respondent (16.7%) rates his/her level of improvement in understanding the disease in the middle of the scale as a "3."



Disease Management Program: Improvement in Managing/Controlling Diabetes

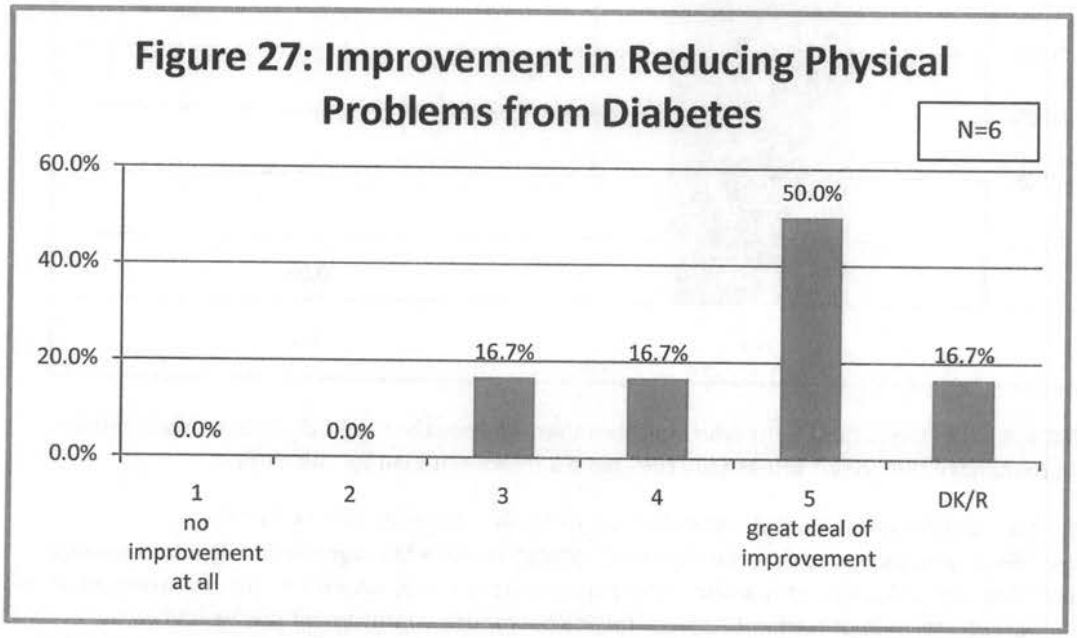
The respondents who indicated that they use the CHOICES Disease Management Program to manage their diabetes (N=6) were next asked: "*Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in managing or controlling your diabetes since joining the Disease Management Program.*" The results appear in Figure 26.



One-third (33.3%, N=2) of the respondents who use the CHOICES Disease Management Program to manage their diabetes say that they have had a great deal of improvement in managing or controlling their diabetes since joining the program, and one-half (50.0%, N=3) say they've had some level of improvement, giving a rating of "4." Just one respondent (16.7%) rates his/her level of improvement in managing/controlling the disease in the middle of the scale as a "3."

Disease Management Program: Improvement in Reducing Physical Problems from Diabetes

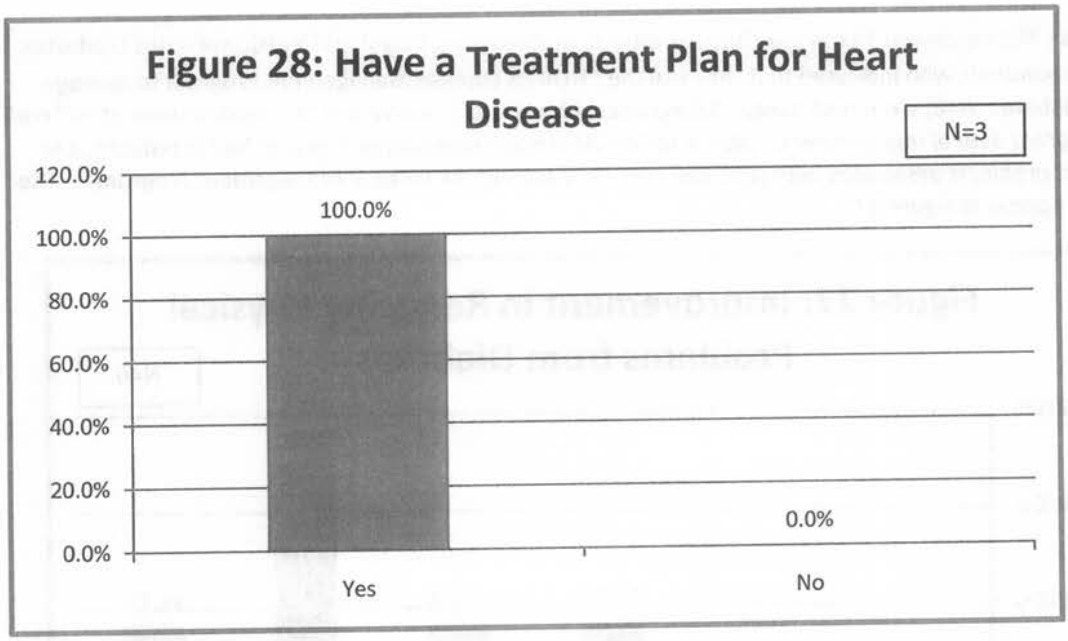
The respondents who indicated that they use the CHOICES Disease Management Program to manage their diabetes (N=6) were next asked: "*Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in reducing the physical problems associated with your diabetes since joining the Disease Management Program.*" The results appear in Figure 27.



One-half (50.0%, N=3) of the respondents who use the CHOICES Disease Management Program to manage their diabetes say that they have had a great deal of improvement in reducing the physical problems associated with their diabetes since joining the program, and one respondent (16.7%) says he or she has had some level of improvement, giving a rating of "4." Just one respondent (16.7%) rates his/her level of improvement in reducing the physical problems associated with the disease in the middle of the scale as a "3."

Disease Management Program: Treatment Plan for Heart Disease

The respondents who indicated that they use the CHOICES Disease Management Program to manage their heart disease (N=3) were next asked whether they have a treatment plan for this disease. The results appear in Figure 28.

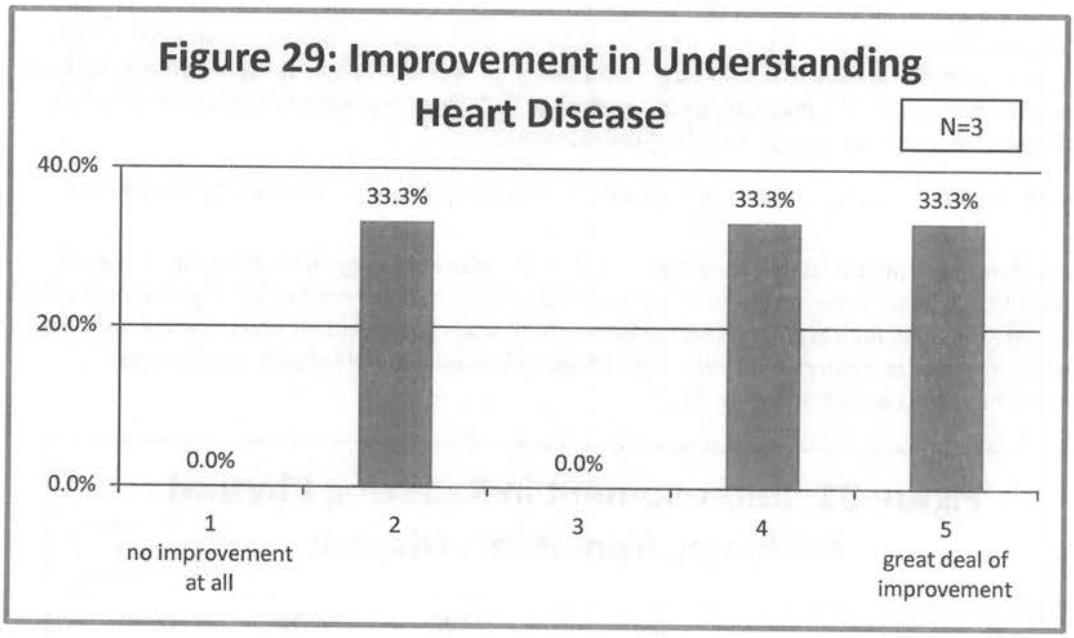


All (100.0%, N=3) of the respondents who indicated that they use the CHOICES Disease Management Program to manage their heart disease say they have a treatment plan for this disease.

Disease Management Program: Improvement in Understanding Heart Disease

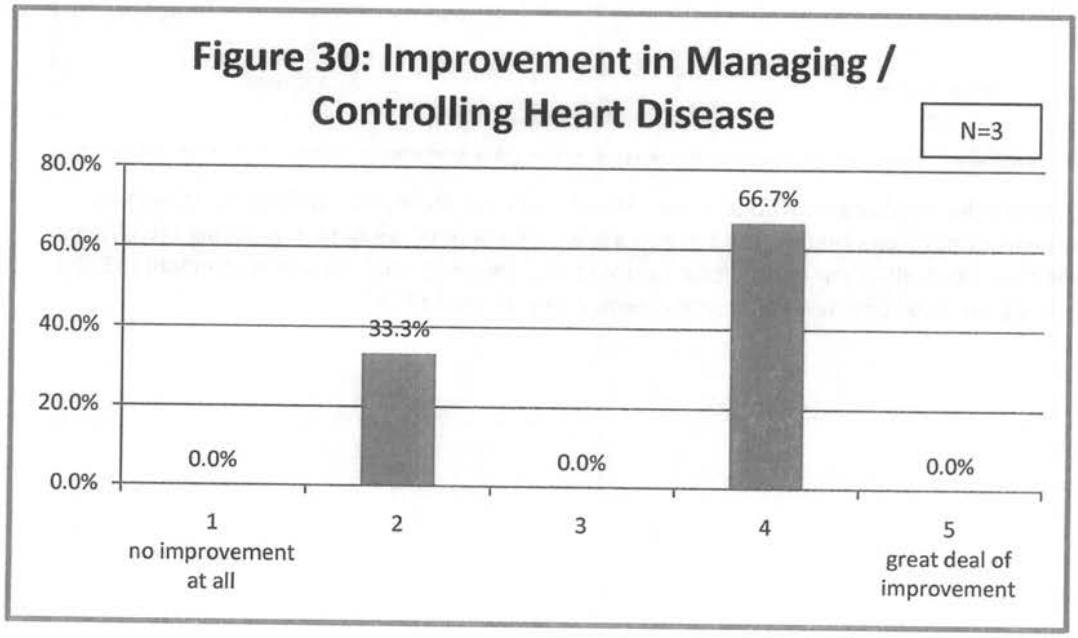
The respondents who indicated that they use the CHOICES Disease Management Program to manage their heart disease (N=3) were next asked: *"Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in understanding your heart disease since joining the Disease Management Program."* The results appear in Figure 29.

One (33.3%) of the respondents who uses the CHOICES Disease Management Program to manage his/her heart disease says that he/she has had a great deal of improvement in understanding their heart disease since joining the program, and one (33.3%) says he/she has had some level of improvement, giving a rating of "4." One respondent (33.3%) rates his/her level of improvement in understanding the disease on the negative side of the scale as a "2."



Disease Management Program: Improvement in Managing/Controlling Heart Disease

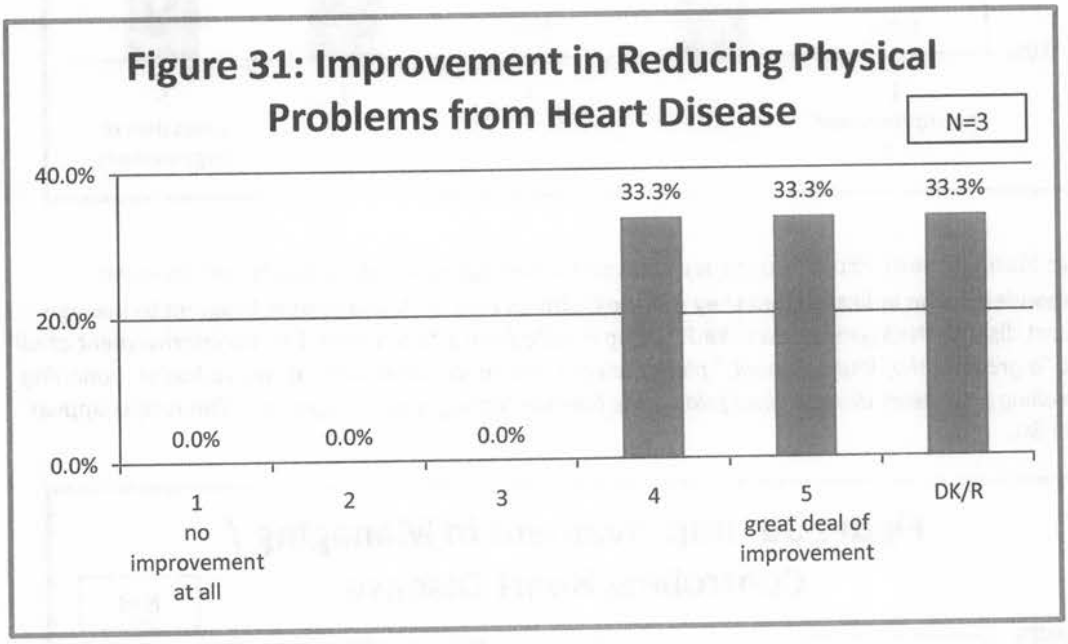
The respondents who indicated that they use the CHOICES Disease Management Program to manage their heart disease (N=3) were next asked: "*Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in managing or controlling your heart disease since joining the Disease Management Program.*" The results appear in Figure 30.



Two-thirds (66.7%, N=2) of the respondents who use the CHOICES Disease Management Program to manage their heart disease say that they have had some improvement in managing or controlling their heart disease since joining the program, giving a rating of "4." One respondent (33.3%) rates his/her level of improvement in managing/controlling the disease as a "2."

Disease Management Program: Improvement in Reducing Physical Problems from Heart Disease

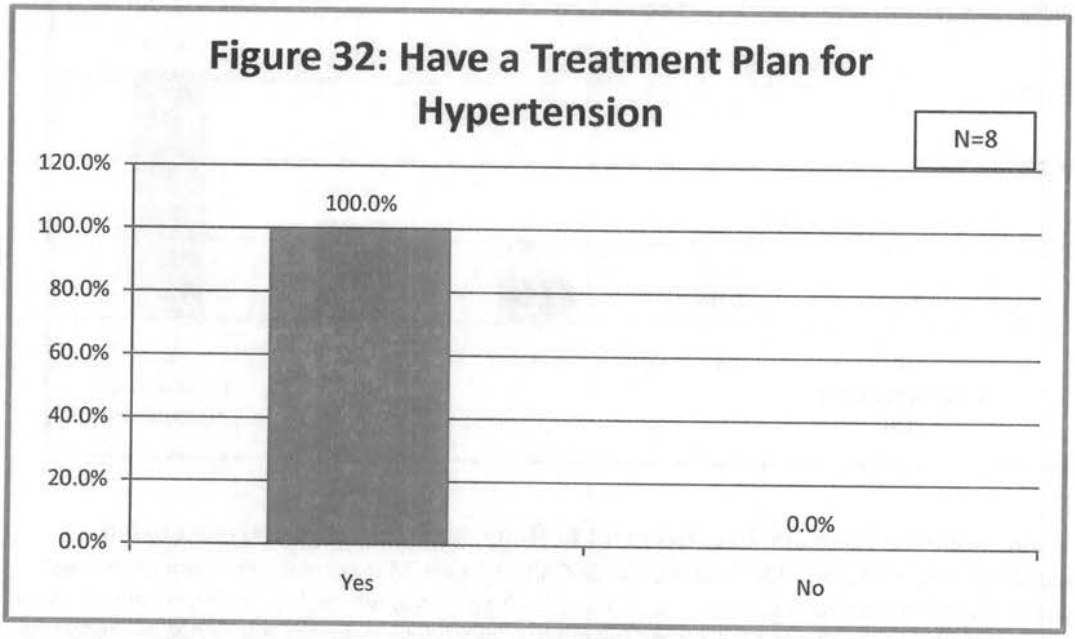
The respondents who indicated that they use the CHOICES Disease Management Program to manage their heart disease (N=3) were next asked: *"Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in reducing the physical problems associated with your heart disease since joining the Disease Management Program."* The results appear in Figure 31.



One (33.3%) of the respondents who uses the CHOICES Disease Management Program to manage his/hear heart disease says that he/she has had a great deal of improvement in reducing the physical problems associated with their heart disease since joining the program, and one respondent (33.3%) says he or she has had some level of improvement, giving a rating of "4."

Disease Management Program: Treatment Plan for Hypertension

The respondents who indicated that they use the CHOICES Disease Management Program to manage their hypertension (N=8) were next asked whether they have a treatment plan for this disease. The results appear in Figure 32.

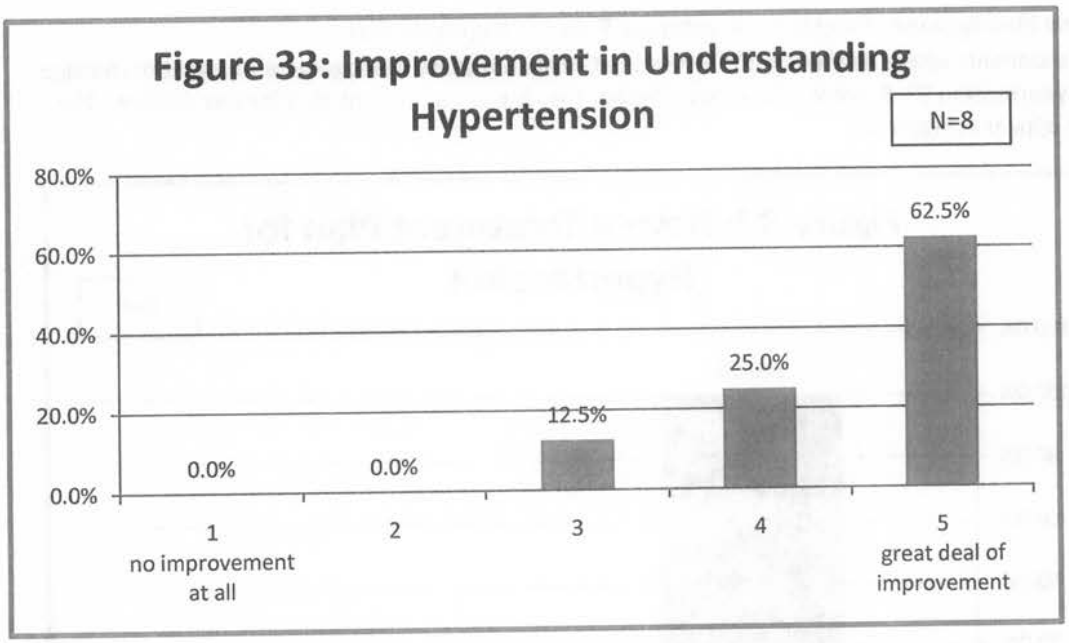


All (100.0%, N=8) of the respondents who indicated that they use the CHOICES Disease Management Program to manage their hypertension say they have a treatment plan for this disease.

Disease Management Program: Improvement in Understanding Hypertension

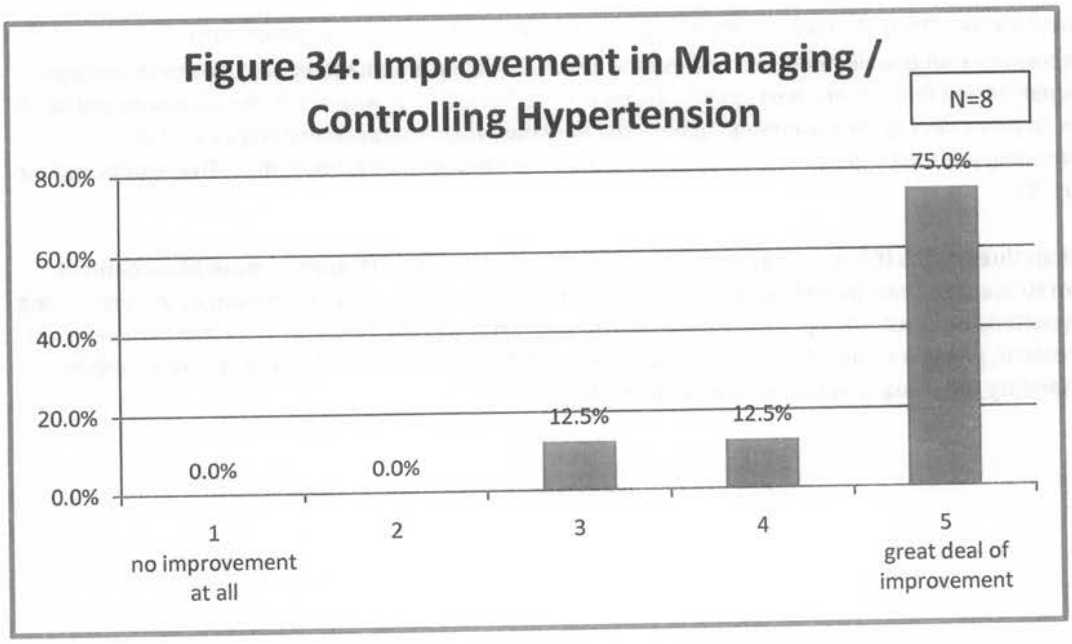
The respondents who indicated that they use the CHOICES Disease Management Program to manage their hypertension (N=8) were next asked: *"Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in understanding your hypertension since joining the Disease Management Program."* The results appear in Figure 33.

More than three-fifths (62.5%, N=5) of the respondents who use the CHOICES Disease Management Program to manage their hypertension say that they had a great deal of improvement in understanding their hypertension since joining the program, and one-quarter (25.0%, N=2) say they had some level of improvement, giving a rating of "4." One respondent (12.5%) rates his/her level of improvement in understanding the disease in the middle of the scale as a "3."



Disease Management Program: Improvement in Managing/Controlling Hypertension

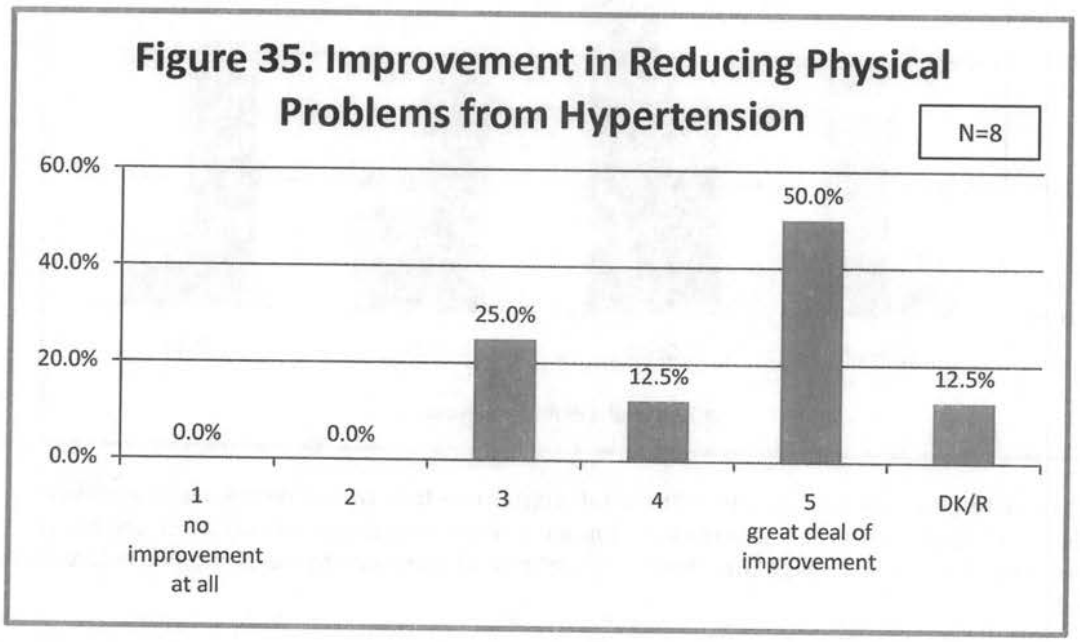
The respondents who indicated that they use the CHOICES Disease Management Program to manage their hypertension (N=8) were next asked: *"Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in managing or controlling your hypertension since joining the Disease Management Program."* The results appear in Figure 34.



Three-quarters (75.0%, N=6) of the respondents who use the CHOICES Disease Management Program to manage their hypertension say that they have had a great deal of improvement in managing or controlling their disease since joining the program, and one (12.5%) says he/she had some level of improvement, giving a rating of "4." One respondent (12.5%) rates his/her level of improvement in managing/controlling the disease in the middle of the scale as a "3."

Disease Management Program: Improvement in Reducing Physical Problems from Hypertension

The respondents who indicated that they use the CHOICES Disease Management Program to manage their hypertension (N=8) were next asked: *"Using a scale from 1 to 5, where 1 is "no improvement at all" and 5 is "a great deal of improvement," please tell me how much improvement you've had in reducing the physical problems associated with your hypertension since joining the Disease Management Program."* The results appear in Figure 35.



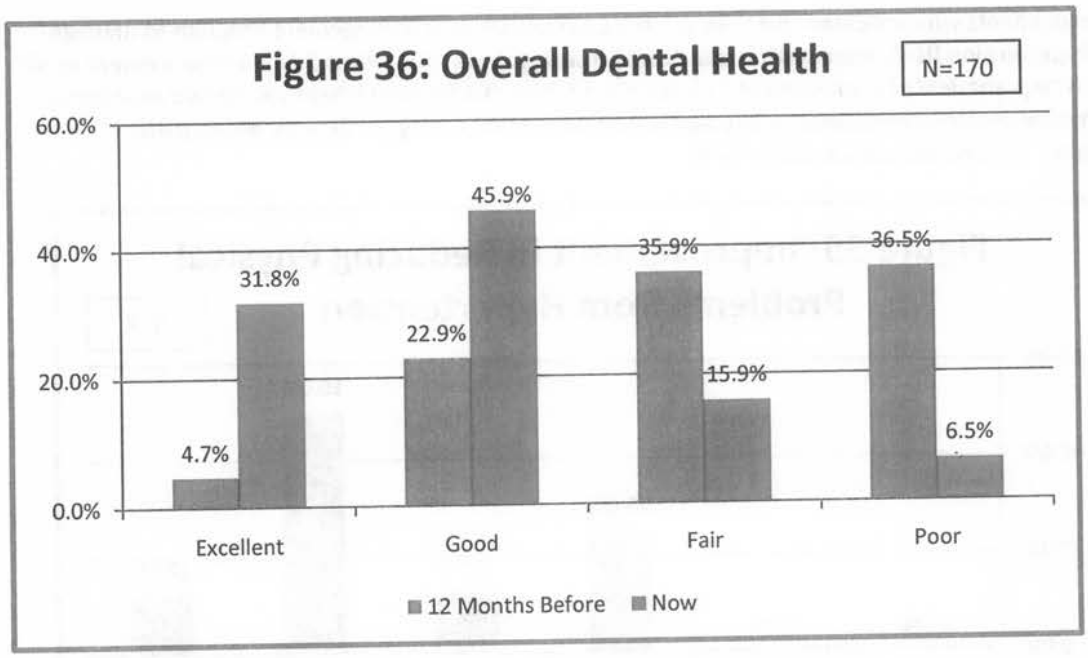
One-half (50.0%, N=4) of the respondents who uses the CHOICES Disease Management Program to manage their hypertension say that they had a great deal of improvement in reducing the physical problems associated with their hypertension since joining the program, and one respondent (12.5%) says he or she has had some level of improvement, giving a rating of "4." One-quarter (25.0%, N=2) of these respondents rate their level of improvement in the middle of the scale as a "3."

Dental Services

Those enrollees who use "Dental Services" (N=170) were next asked a series of questions about this CHOICES program.

Overall Dental Health Before & Since CHOICES

The first questions in this series asked enrollees to rate their overall dental health as either "excellent," "good," "fair," or "poor" in the 12 months before enrolling in CHOICES and to rate their overall dental health now. The results appear in Figure 36.

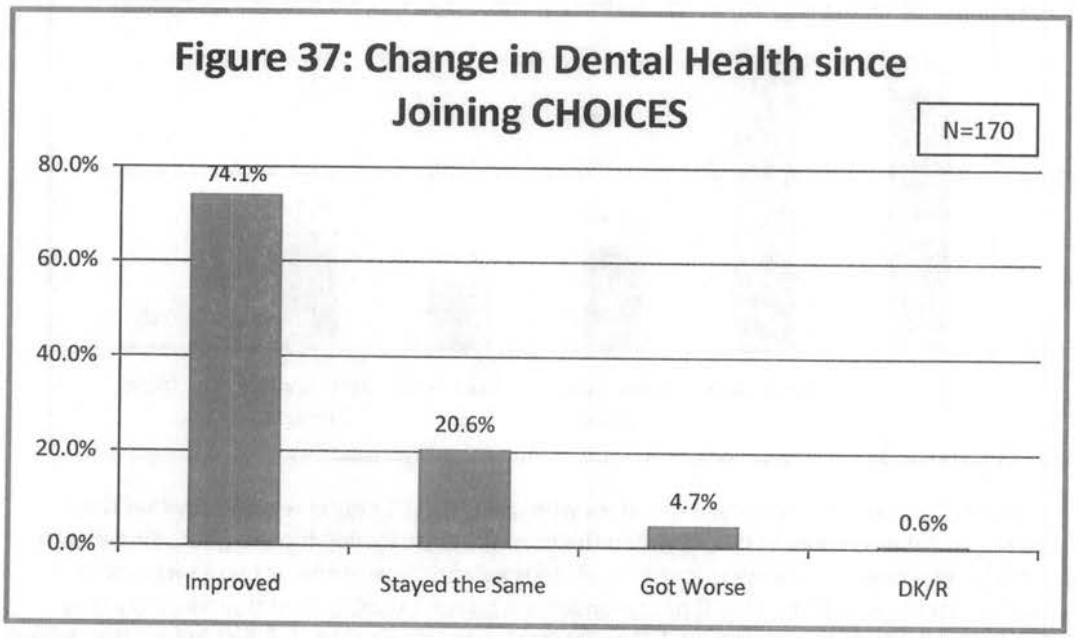


Overall, more respondents who use CHOICES dental services rate their overall dental health as either "excellent" or "good" now as compared to the 12 months before they enrolled in CHOICES, and fewer rate their overall dental health as either "fair" or "poor" now as compared to the 12 months before they enrolled.

While only about five percent of these respondents indicate that their dental health was "excellent" in the 12 months before they joined the CHOICES program, almost one-third (31.8%) describe their dental health as "excellent" now. In addition, while over one-fifth (22.9%) rated their dental health in the 12 months before joining CHOICES as "good," 46 percent say their overall dental health is now "good." Although more than one-third (35.9%) of surveyed enrollees who use dental services say their dental health was "fair" before joining the CHOICES program, less than one-sixth (15.9%) say their dental health is "fair" now. And, while more than one-third (36.5%) of these respondents rate their dental health before CHOICES as "poor," only about 7 percent say their dental health is now "poor."

Change in Dental Health since Joining CHOICES

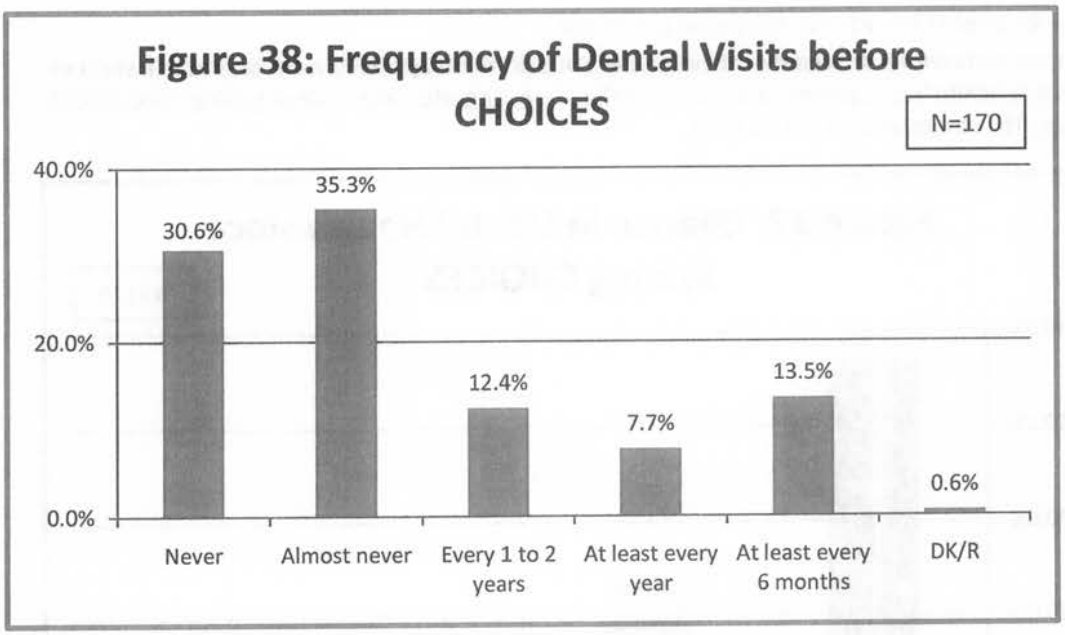
The respondents who indicated that they use the CHOICES dental (N=170) were next asked whether their dental health has improved, stayed about the same, or gotten worse since joining the CHOICES program. The results appear in Figure 37.



Nearly three-quarters (74.1%) of the surveyed enrollees who use CHOICES dental services say that their dental health has "improved" since they joined the program. One-fifth (20.6%) of these respondents indicate that their dental health has "stayed the same," and less than five percent say that their dental health has "gotten worse."

Frequency of Dental Visits before CHOICES

The respondents who indicated that they use the CHOICES dental (N=170) were next asked: "*Before you joined the CHOICES program, how often would you say you visited a dentist for your own dental health (including all kinds of dental services – orthodontists, oral surgeons, dental hygienists, etc.)? Did you visit at least every 6 months; at least every year; every 1 or 2 years; almost never; or, never?*" The results appear in Figure 38.



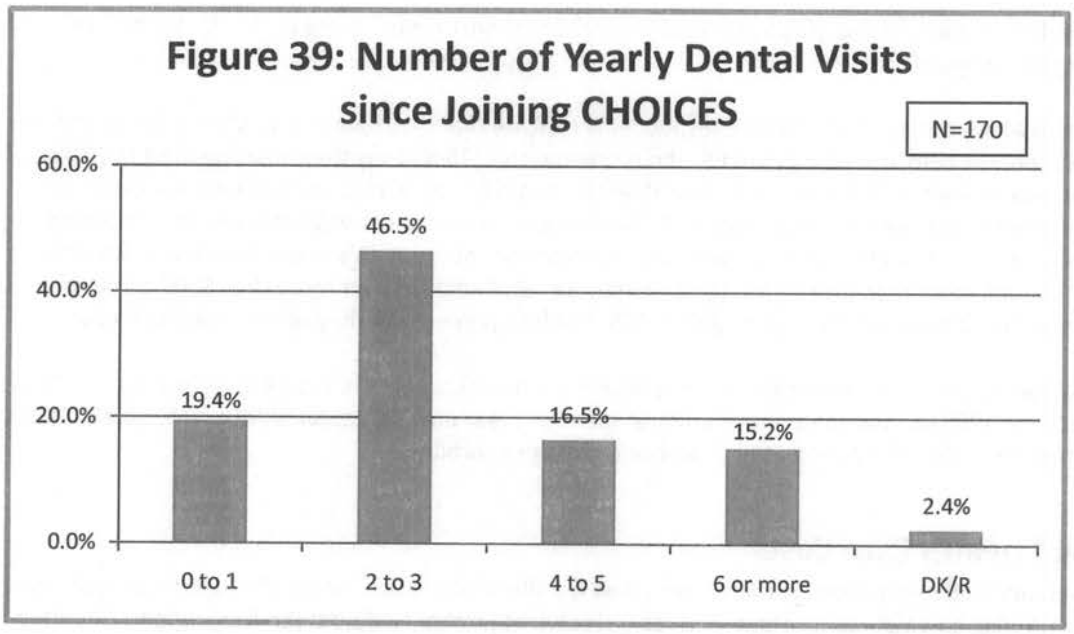
Nearly two-thirds (65.9%) of the surveyed enrollees who use CHOICES dental services say that they "never" (30.6%) or "almost never" (35.3%) visited the dentist before joining the program. One-eighth (12.4%) of these respondents indicate that they went to the dentist every one or two years before joining CHOICES. About one-fifth (21.2%) of respondents who use CHOICES dental services say they went to the dentist "at least every year" (7.7%) or "at least every six months" (13.5%) before they joined the program.

Number of Yearly Dental Visits since Joining CHOICES

The respondents who indicated that they use the CHOICES dental (N=170) were next asked: "*And, about how many times a year would you say you go to the dentist about your own dental health since joining CHOICES?*" Please note that respondents who have been in CHOICES for less than one year were asked the number of times they've visited the dentist since joining the program. The results are presented in Figure 39.

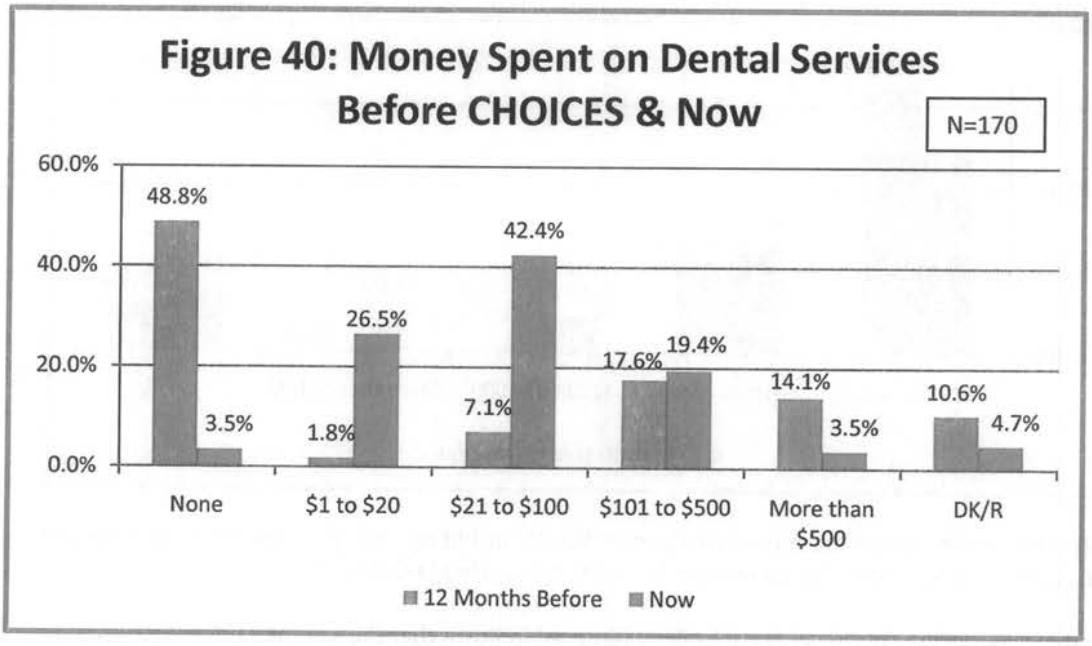
One-fifth (19.4%) of the respondents who use CHOICES dental services say that since joining the program they go to the dentist about once a year (or have gone once since joining). Almost one-half (46.5%) of these respondents say they go to the dentist two or three times a year since joining CHOICES. One-eighth (16.5%) of the surveyed enrollees who use dental services say they go to the dentist four or five times a year since joining, and similar percentage go six or more times.

The average number of dental visits per year (or since joining CHOICES) for this group of respondents is 3.48.



Money Spent on Dental Services Before & After Joining CHOICES

The final questions in this series asked enrollees how much money they spent on their own dental health including co-pays, medications, and related services in the 12 months before enrolling in CHOICES and how much they spend each year now. The results appear in Figure 40.



About one-half (48.8%) of the respondents who use CHOICES dental services indicate that in the 12 months prior to joining they did not spend any money on dental services. This is not surprising given

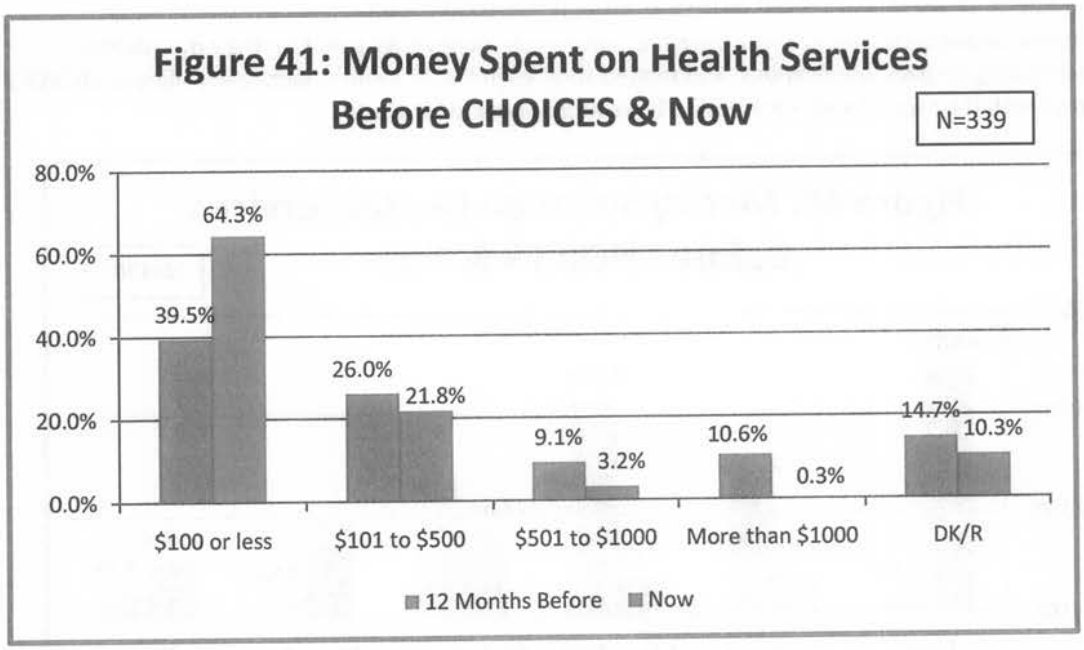
that nearly two-thirds of this group reported "never" or "almost never" going to the dentist before entering the program.

While only about two percent of these respondents indicate that they spent $1 to $20 on dental services in the 12 months before joining CHOICES, about one-quarter (26.5%) say they now spend $1 to $20 per year on dental services. Similarly, while less than one-tenth (7.1%) of respondents who use CHOICES dental care say they spent between $21 and $100 on dental services in the 12 months prior to joining the program, more than two-fifths (42.4%) indicate that they now pay this amount each year for dental care. Although more than one-eighth (14.1%) of these respondents spent more than $500 on dental services in the 12 months before joining CHOICES, just four percent say they spend that much now.

The average amount of money spent per respondent on dental services in the 12 months prior to joining CHOICES was $269.05, and the average amount spent per year now on dental services is $134.26. This is an average reduction of 50 percent in dental care costs per enrollee.

Annual Health Care Costs

The final substantive questions in the survey asked enrollees how much money they spent on their own health including co-pays, medications, and related services (excluding dental services) in the 12 months before enrolling in CHOICES and how much they spend each year now. The results appear in Figure 41.

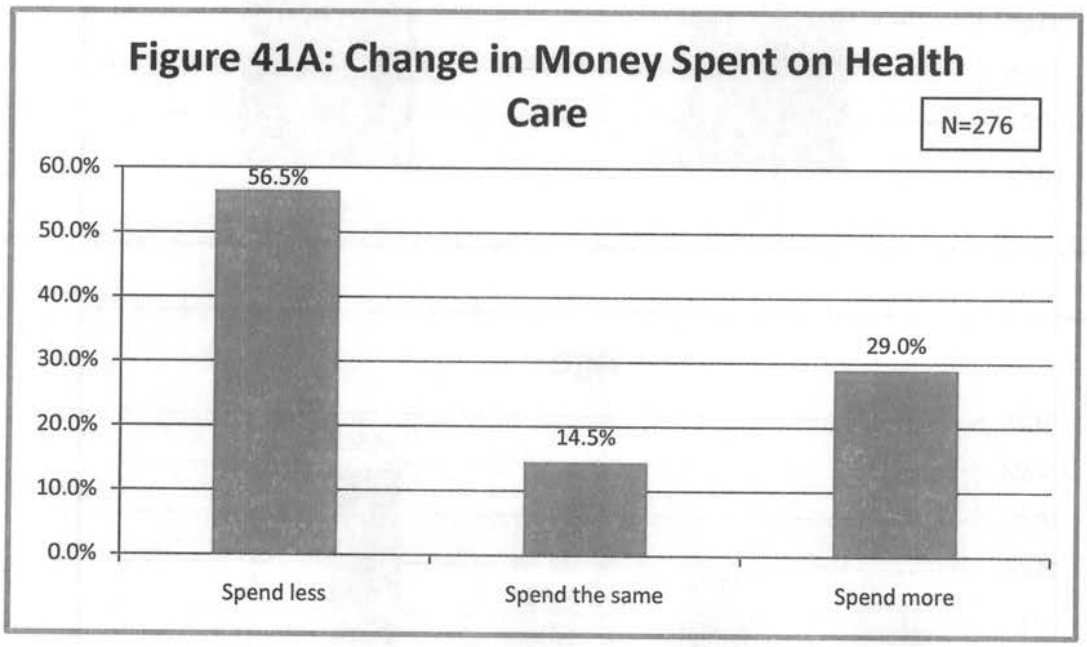


Overall, respondents spend less money on the own health, including co-pays, medications and related services now as compared to the 12 months before they enrolled in CHOICES.

While about two-fifths (39.5%) of the enrollees surveyed indicate that they spent $100 or less on their health in the 12 months before joining CHOICES, more than three-fifths (64.3%) say they now spend $100 or less per year on health services. While more than one-quarter (26.0%) of respondents say they

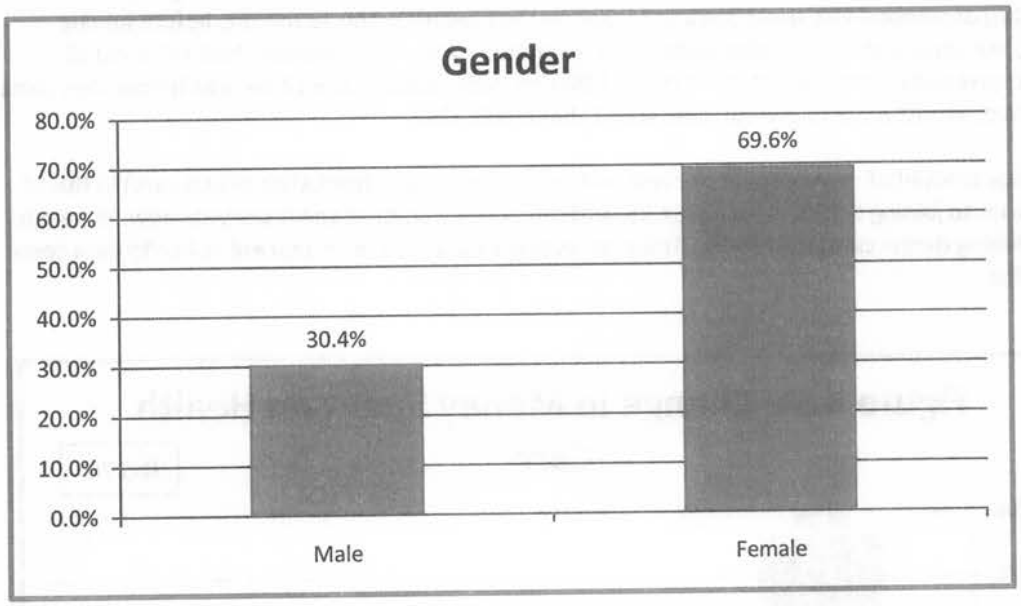
spent between $101 and $500 on their health in the 12 months prior to joining the program, about one-fifth (21.8%) indicate that they now pay this amount each year for health care. Although about one-tenth (9.1%) of respondents spent $501 to $1,000 on their health in the 12 months before joining CHOICES, just three percent say they spend that much now. And, while another tenth (10.6%) of enrollees surveyed say they spent more than $1,000 on their health in the 12 months before they joined the program, almost none (0.3%) say they spend that much now.

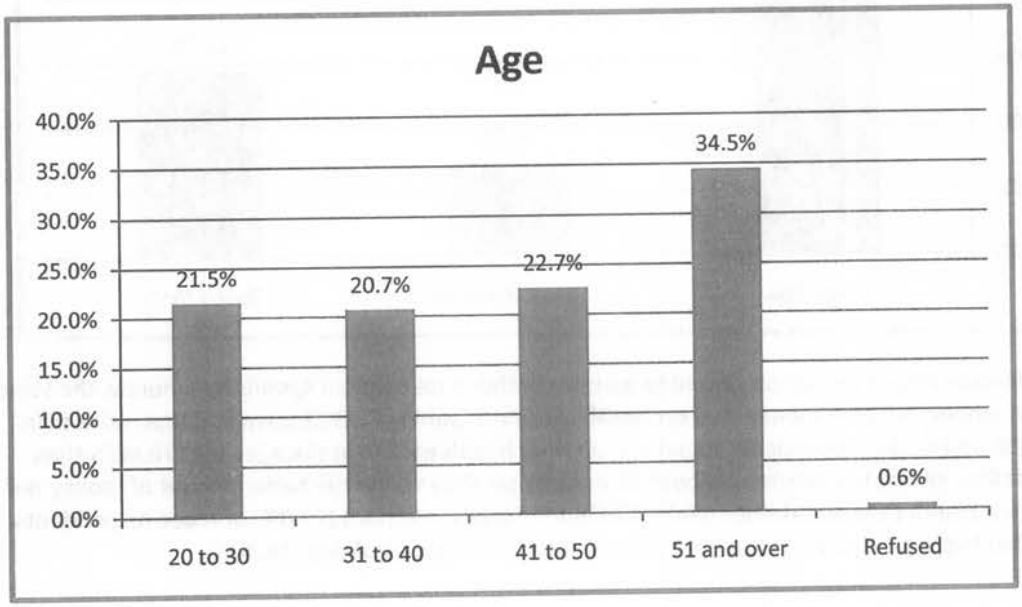
The average amount of money spent per respondent on their health (excluding dental care) in the 12 months prior to joining CHOICES was $554.58, and the average amount spent per year now on health care (excluding dental care) is $133.91. This is an average reduction of 76 percent in health care costs per enrollee.

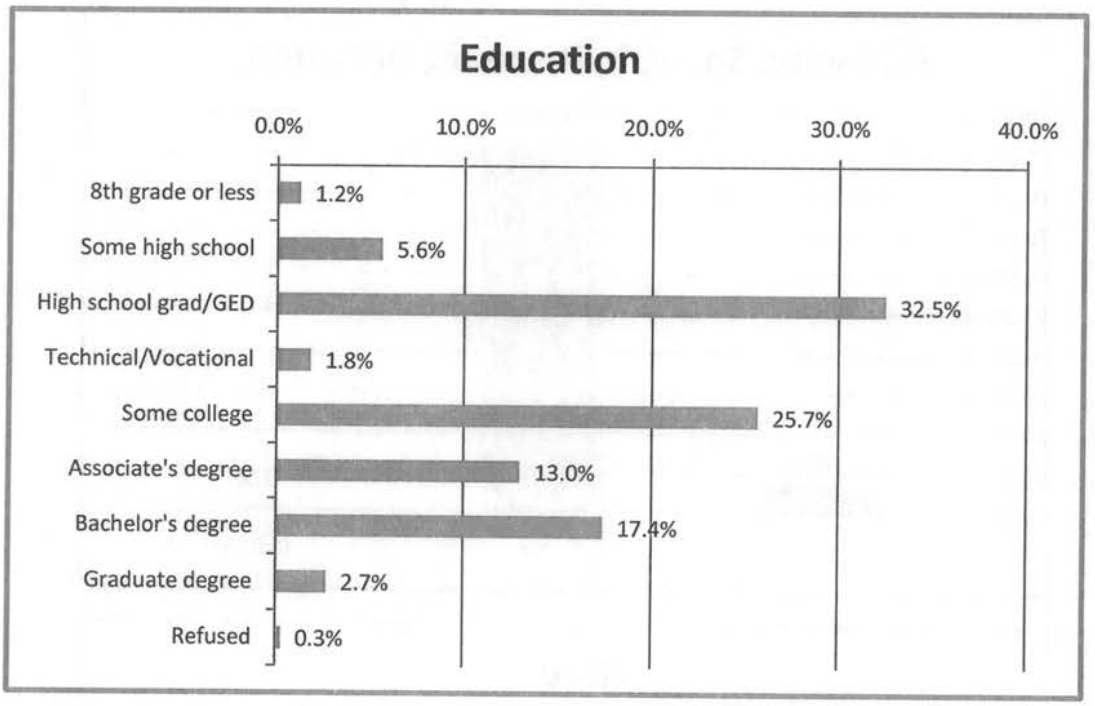


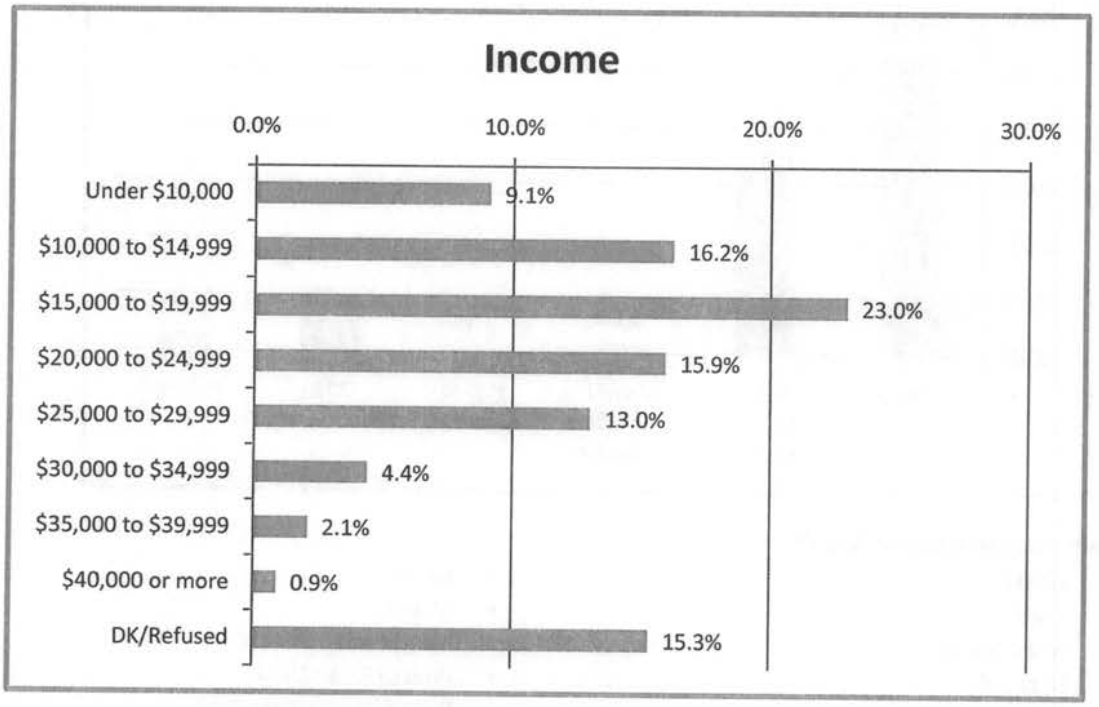
When individual responses are compared to assess whether a respondent spends less money, the same amount of money, or more money year on health care since joining CHOICES, we find that more than one-half (56.5%) of the respondents spend less on their health each year since joining CHOICES than they did before joining the program. About 15 percent say they spend the same amount of money per year on their health before and since joining CHOICES. Nearly one-third (29.0%) of these respondents indicate that they spend more money per year on their health since joining CHOICES.

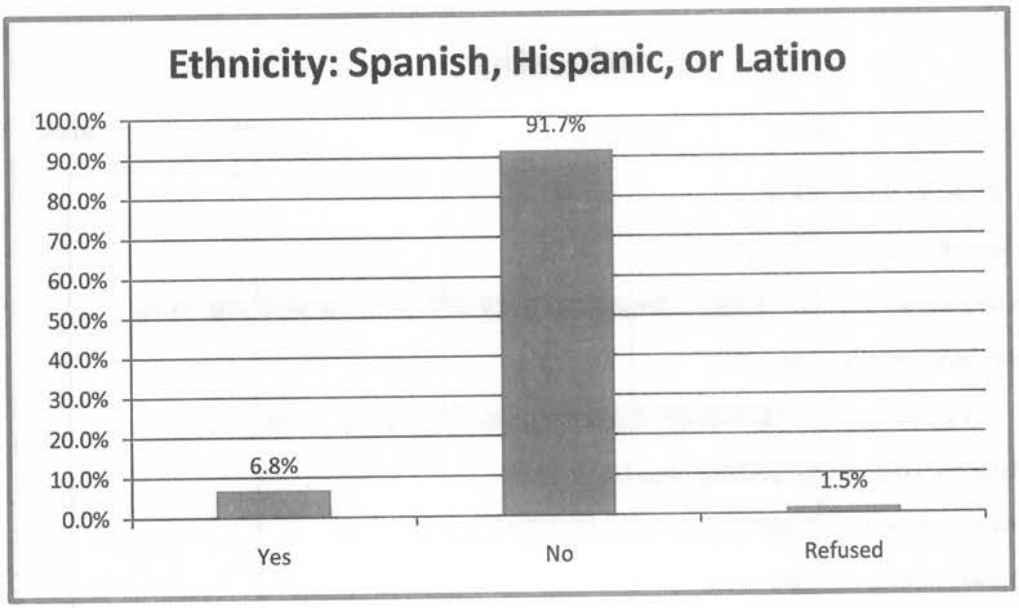
Demographics

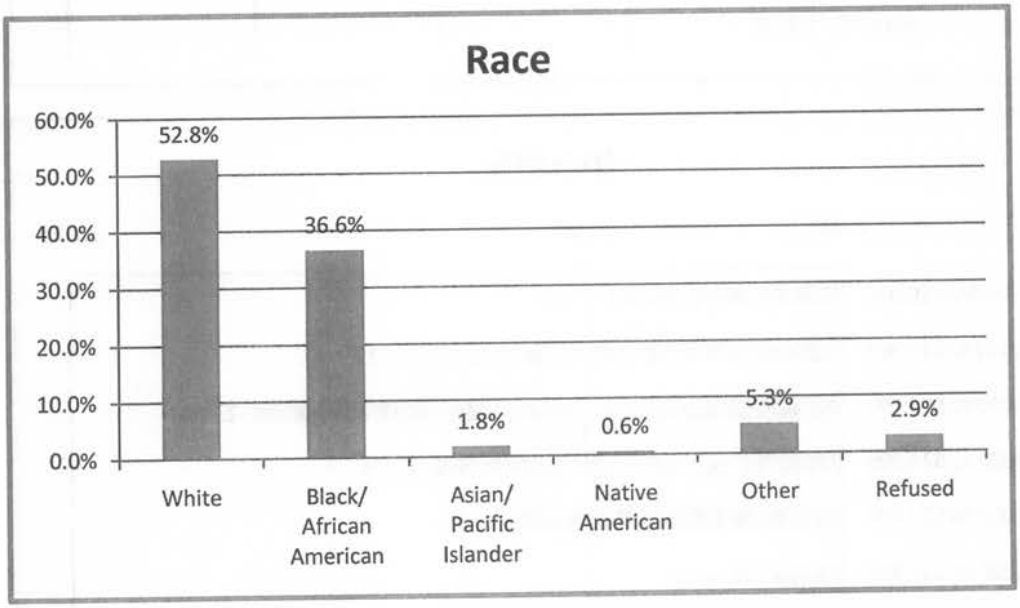





Education
0.0%
10.0%
20.0%
30.0%
40.0%
8th grade or less
1.2%
Some high school
5.6%
High school grad/GED
32.5%
Technical/Vocational
1.8%
Some college
25.7%
Associate's degree
13.0%
Bachelor's degree
17.4%
Graduate degree
2.7%
Refused
0.3%

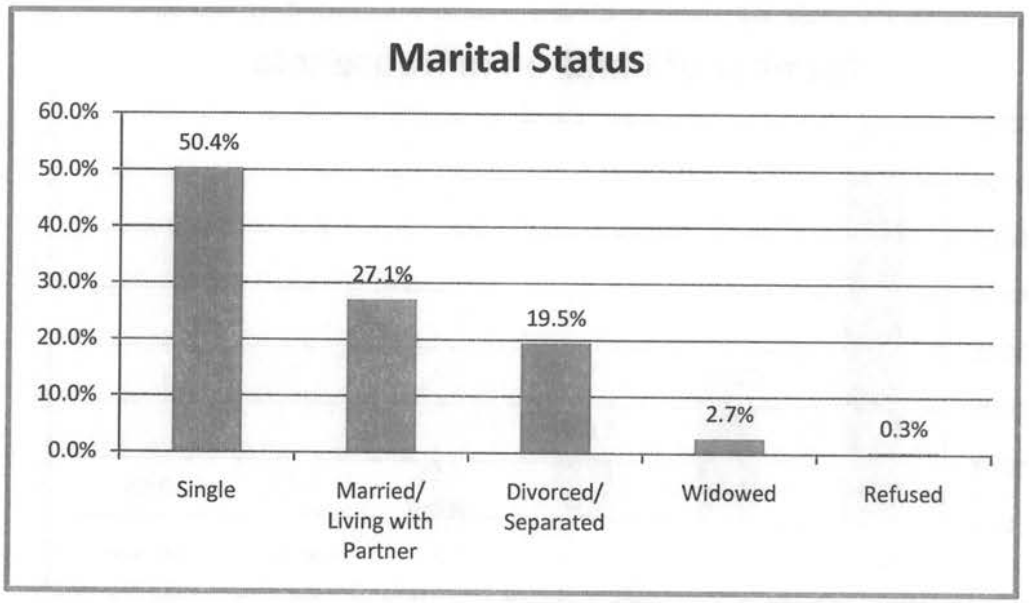

Income
0.0%
10.0%
20.0%
30.0%
Under $10,000
9.1%
$10,000 to $14,999
16.2%
$15,000 to $19,999
23.0%
$20,000 to $24,999
15.9%
$25,000 to $29,999
13.0%
$30,000 to $34,999
4.4%
$35,000 to $39,999
2.1%
$40,000 or more
0.9%
DK/Refused
15.3%

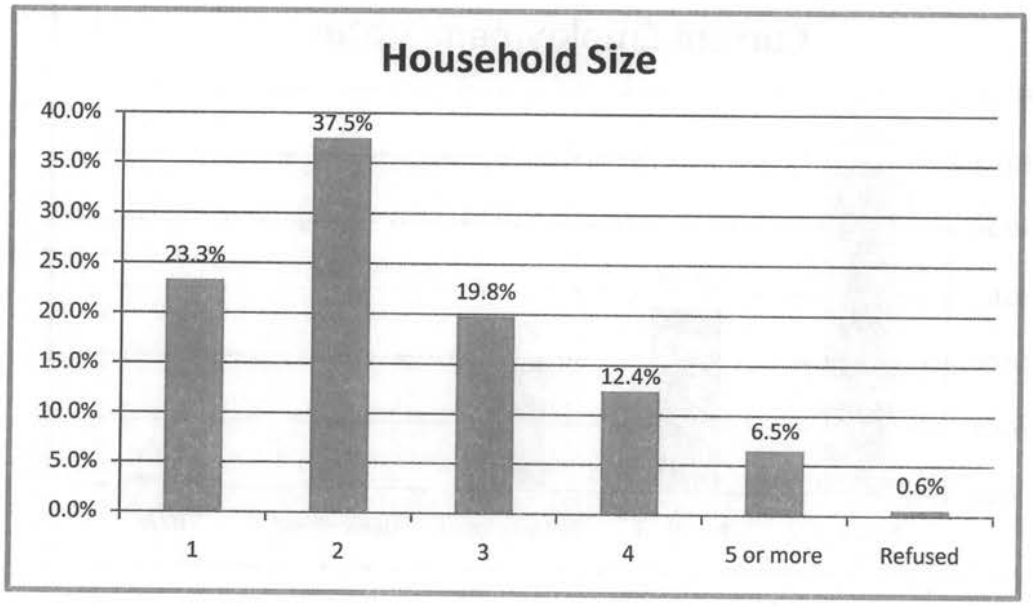


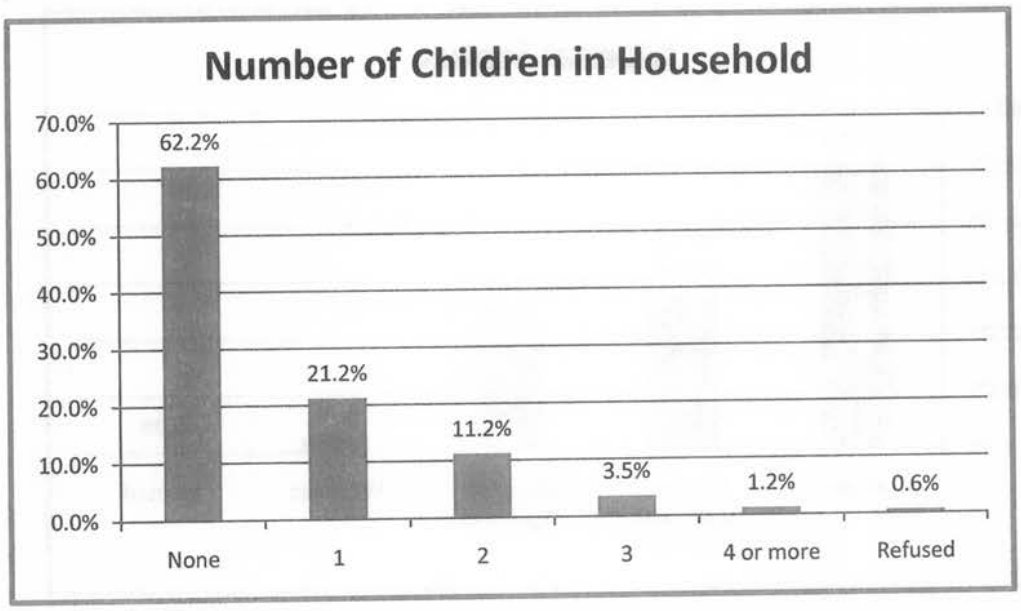


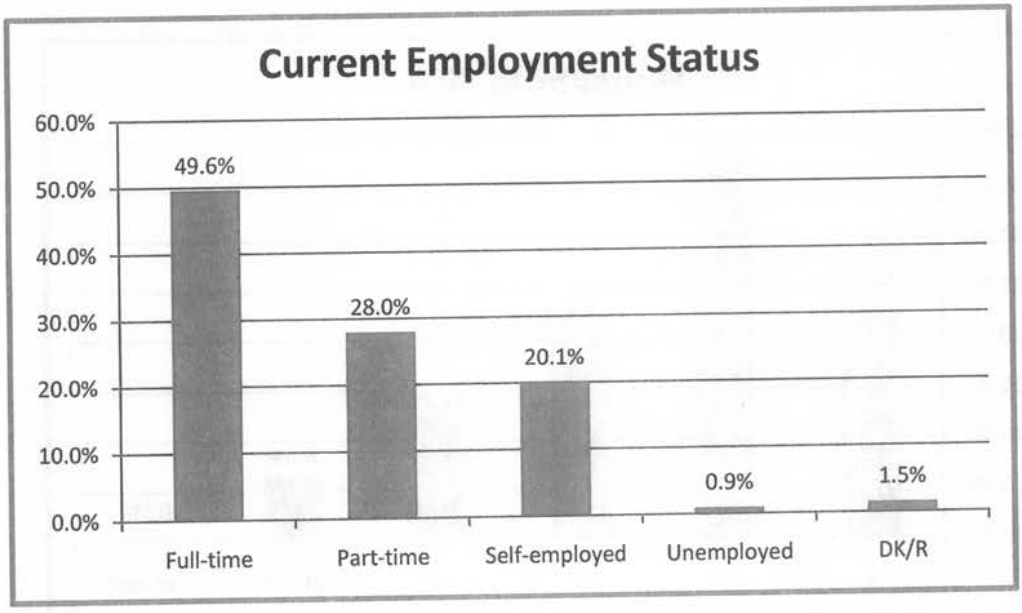
"Other" Races/Ethnicities Noted:

- Alaskan
- Arabic
- Asian Indian
- Bi-racial
- Cuban
- English
- Greek
- Hispanic (N=2)
- Indian
- Latino
- Mixed
- Multi-racial
- Puerto Rican (N=4)
- White/Native American


Marital Status
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
50.4%
27.1%
19.5%
2.7%
0.3%
Single
Married/ Living with Partner
Divorced/ Separated
Widowed
Refused


Household Size
40.0%
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
23.3%
37.5%
19.8%
12.4%
6.5%
0.6%
1
2
3
4
5 or more
Refused


Number of Children in Household
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
62.2%
21.2%
11.2%
3.5%
1.2%
0.6%
None
1
2
3
4 or more
Refused


Current Employment Status
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
49.6%
28.0%
20.1%
0.9%
1.5%
Full-time
Part-time
Self-employed
Unemployed
DK/R

Employment Status: Type of Business

Business Category	N	% (N=336)
Agriculture, Forestry, & Fishing	0	0.0%
Construction	17	5.1%
Educational Services	31	9.2%
Food Services	50	14.9%
Health Care & Social Assistance	65	19.3%
Manufacturing	2	0.6%
Professional/Technical Services	35	10.4%
Retail	43	12.8%
Support Services (including custodial, waste management, etc.)	69	20.5%
Transportation	4	1.2%
Other	16	4.8%
Refused	4	1.2%

"Other" Types of Employment/Businesses:

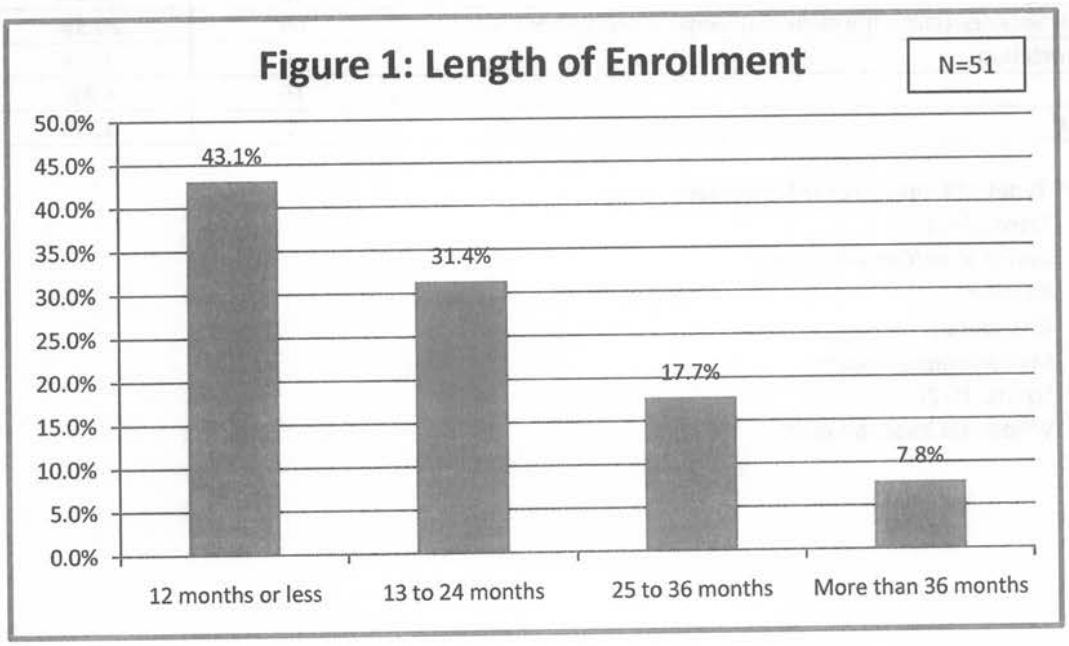
- Artist (N=3)
- Automotive/Car sales (N=7)
- Banking
- Distribution
- Mini-storage company
- Sports (N=2)
- Wholesale import/export

Survey of Disenrollees

Joining & Leaving CHOICES

Length of Enrollment

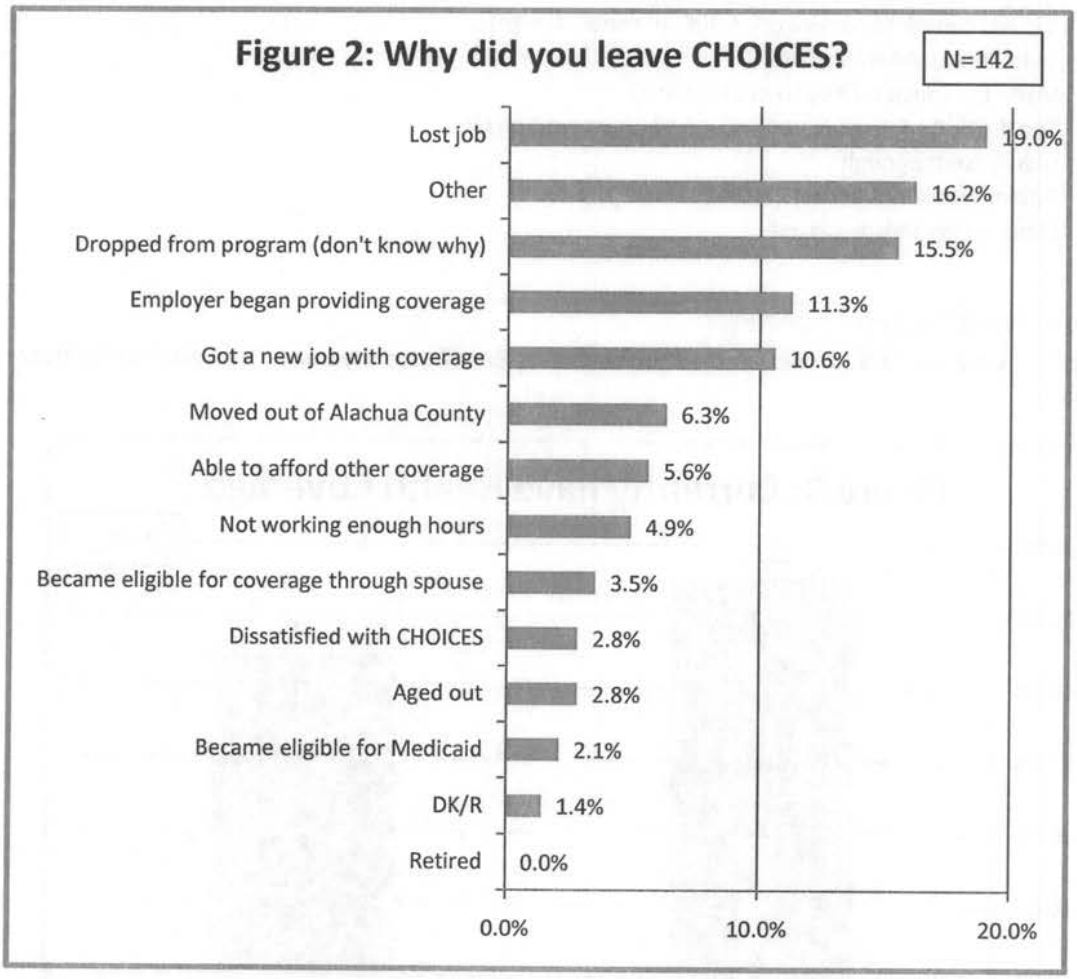
Surveyed disenrollees were first asked what month and year they joined the CHOICES program and then what month and year they left the CHOICES program. The responses provided (excluding those who said they "don't know" when they enrolled) have been converted to show the total number of months respondents were enrolled, which is presented in Figure 1.



More than two-fifths (43.1%) of the respondents who could recall when they enrolled in and exited the CHOICES program were enrolled for one year or less. Nearly one-third (31.4%) of those who could recall when they enrolled and exited were enrolled between one and two years. More than one-sixth (17.7%) of these respondents were enrolled in CHOICES between two and three years, and less than one-tenth (7.8%) were enrolled for more than three years.

Reasons for Leaving the CHOICES Program

Next, disenrollees were asked: "*Why did you leave the CHOICES program?*" The responses are presented in Figure 2. Please note that participants could indicate multiple responses.



Nearly one-fifth (19.0%) of the respondents indicate that they left the CHOICES program because they lost their job, and another five percent say that say they were not working enough hours to qualify for the program. Almost one-sixth (15.5%) of the survey disenrollees indicate that they were dropped from the program, but they are unaware of why this happened. Only about three percent of those surveyed who left the program indicate that they discontinued CHOICES because they were dissatisfied with the program or services.

On the positive, more than one-tenth (11.3%) of the disenrollees say that they left the program because their employer began providing insurance coverage, and a similar percentage (10.6%) indicate that they exited the program when they got new jobs that provided health care coverage. In addition, about six percent say they left CHOICES because they were able to afford other health care coverage or insurance.

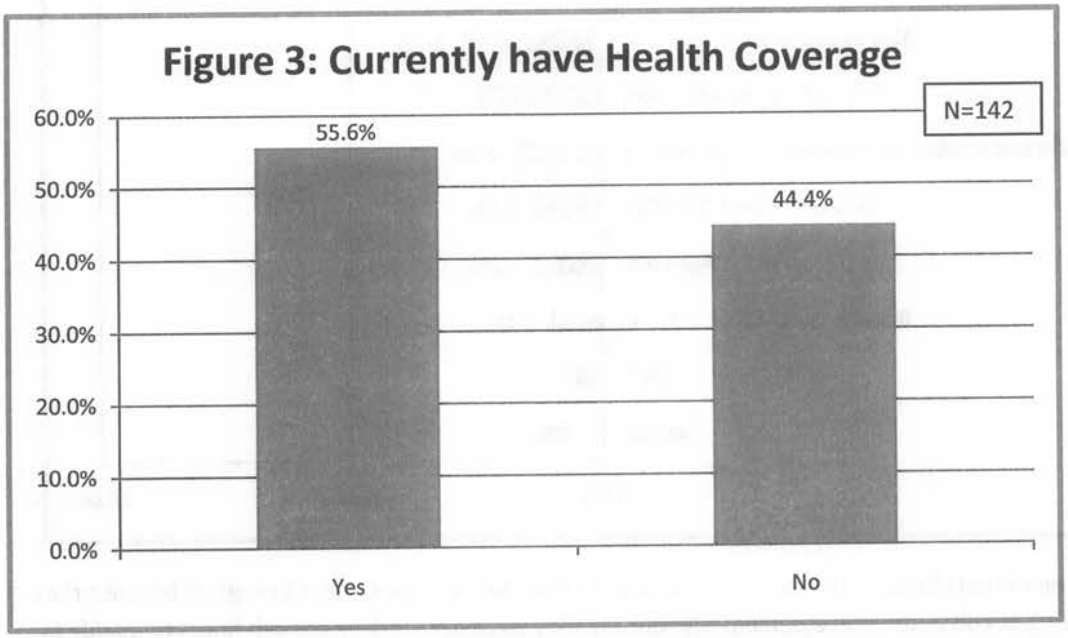
In addition, about one-sixth (16.2%) of the respondents indicated "other" reasons for leaving CHOICES. These responses are grouped and presented below.

"Other" Reasons for Leaving CHOICES Program:

- Did not complete paperwork / Did not renew (N=14)
- Switched to Veteran's care
- Made too much money to qualify (N=3)
- Too difficult to provide verification of hours worked (N=2)
- Didn't use it enough
- Doctor would not accept CHOICES
- Clinic in Hawthorne closed

Current Health Care Coverage

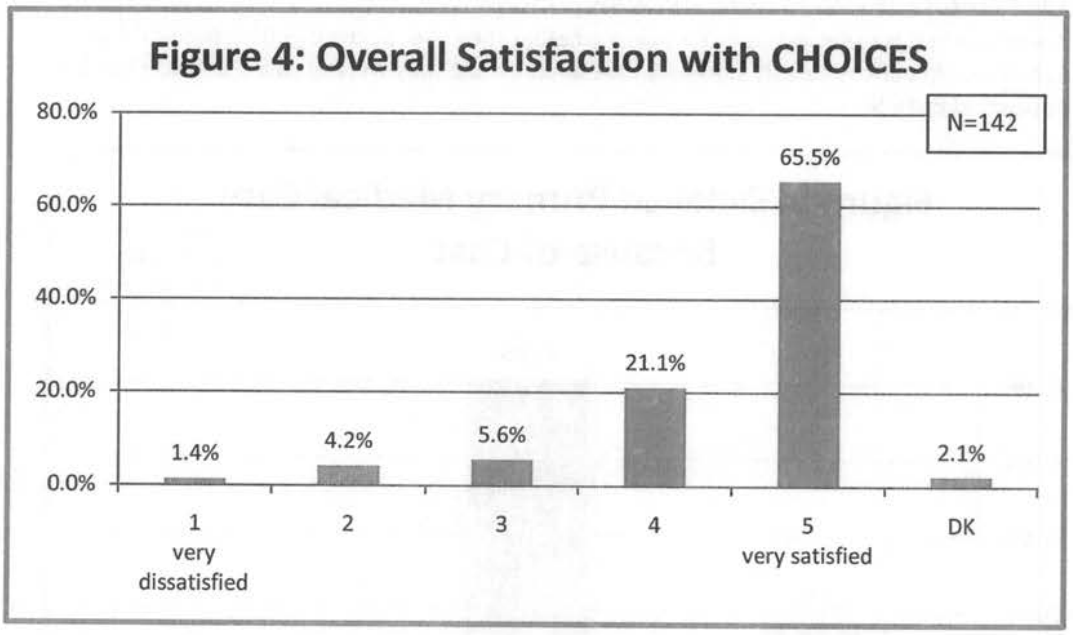
Disenrollees were next asked whether they currently have health care coverage. The responses appear in Figure 3.



Nearly three-fifths (55.6%) of the disenrollees indicate that they currently have health care coverage, while more than two-fifths (44.4%) say they do not have coverage.

Overall Satisfaction with CHOICES Program

Disenrollees were next asked: "Using a scale from 1 to 5, where 1 is 'very dissatisfied' and 5 is 'very satisfied,' how satisfied would you say you were with the CHOICES program overall?" The results appear in Figure 4.



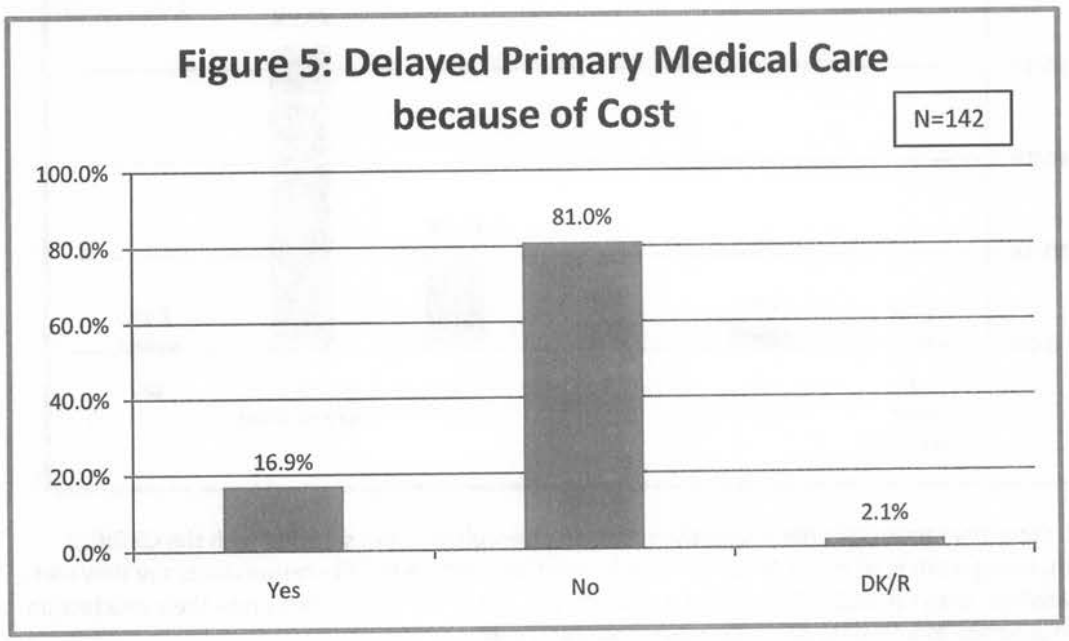
Overall, more than four-fifths (86.6%) of the surveyed disenrollees were satisfied with the CHOICES program, giving a rating of either '4' or '5.' Nearly two-thirds (65.5%) of the respondents say they were "very satisfied" with CHOICES. Only about one-tenth (11.2%) of the respondents rate their satisfaction with the program as a '3' or lower. The average rating is 4.48.

Problems with Health Care Services While Enrolled in CHOICES

Disenrollees were next asked a sequence of questions designed to evaluate whether they experienced a series of issues related to health care services while they were enrolled in CHOICES.

Delayed Primary Medical Care because of Cost

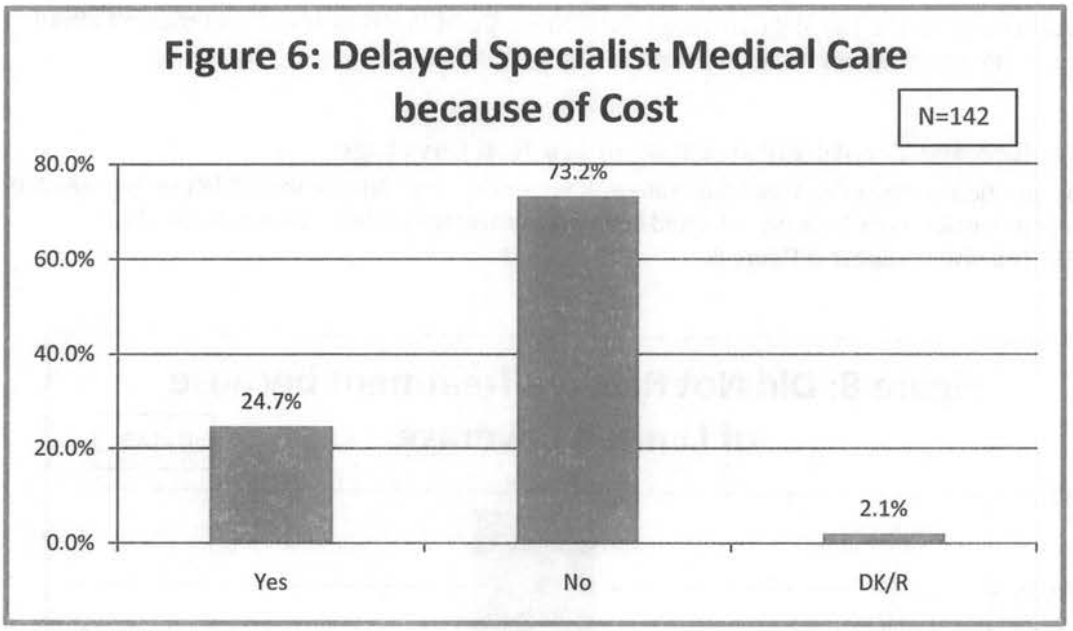
The first question in this series asked disenrollees whether they ever delayed getting medical care because they couldn't afford to visit a primary care doctor while they were enrolled in CHOICES. The results appear in Figure 5.



About one-sixth (16.9%) of the surveyed disenrollees report that they delayed getting medical care because they couldn't afford to visit a primary care doctor while they were enrolled in CHOICES.

Delayed Specialist Medical Care because of Cost

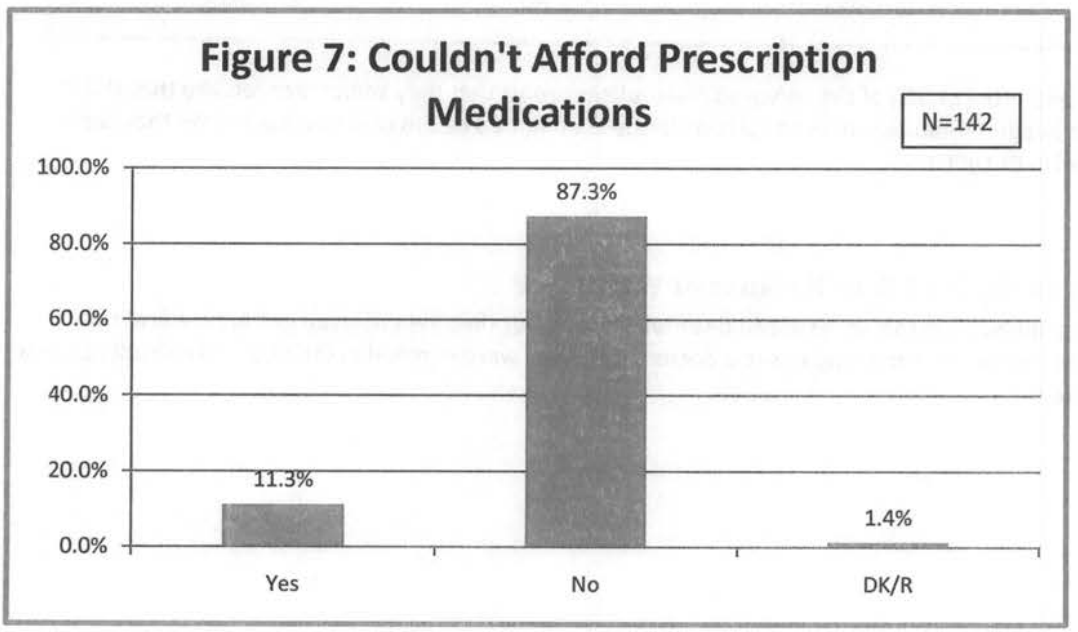
The next question in this series asked disenrollees whether they ever delayed getting medical care because they couldn't afford to visit a specialist while they were enrolled in CHOICES. The results appear in Figure 6.



Nearly one-quarter (24.7%) of the surveyed disenrollees report that they delayed getting medical care because they couldn't afford to visit a specialist while they were enrolled in CHOICES.

Couldn't Afford Prescription Medications

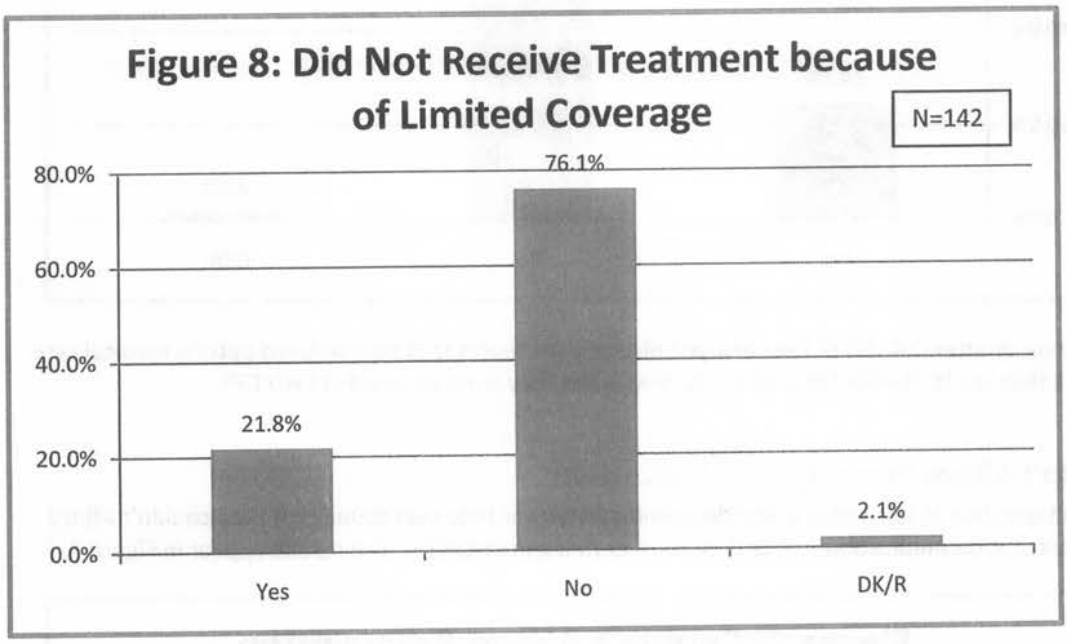
The next question in this series asked disenrollees whether they ever found that they couldn't afford their prescription medications while they were enrolled in CHOICES. The results appear in Figure 7.



Only about one-tenth (11.3%) of the surveyed disenrollees report that they sometimes couldn't afford their prescription medications while they were enrolled in CHOICES.

Did Not Receive Treatment because of Limited Coverage

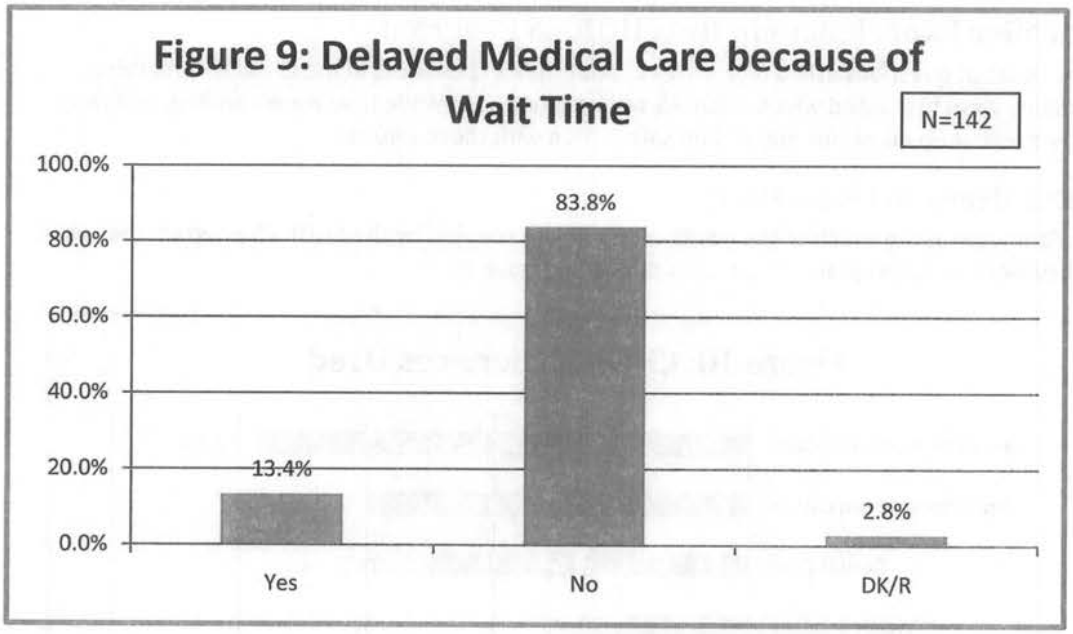
The next question in this series asked disenrollees whether they ever felt like they didn't receive needed treatment or medical tests because of limited health care coverage while they were enrolled in CHOICES. The results appear in Figure 8.



About one-fifth (21.8%) of the surveyed disenrollees report that they sometimes felt like they didn't receive needed treatment or medical tests because of limited health care coverage while they were enrolled in CHOICES.

Delayed Medical Care because of Wait Time

The next question in this series asked disenrollees whether they ever delayed getting medical care because the wait was too long to see a doctor while they were enrolled in CHOICES. The results appear in Figure 9.



Only about one-eighth (13.4%) of the surveyed disenrollees report that they delayed getting medical care because the wait was too long to see a doctor while they were enrolled in CHOICES.

Summary of Health Care Issues Faced by Disenrollees while in CHOICES

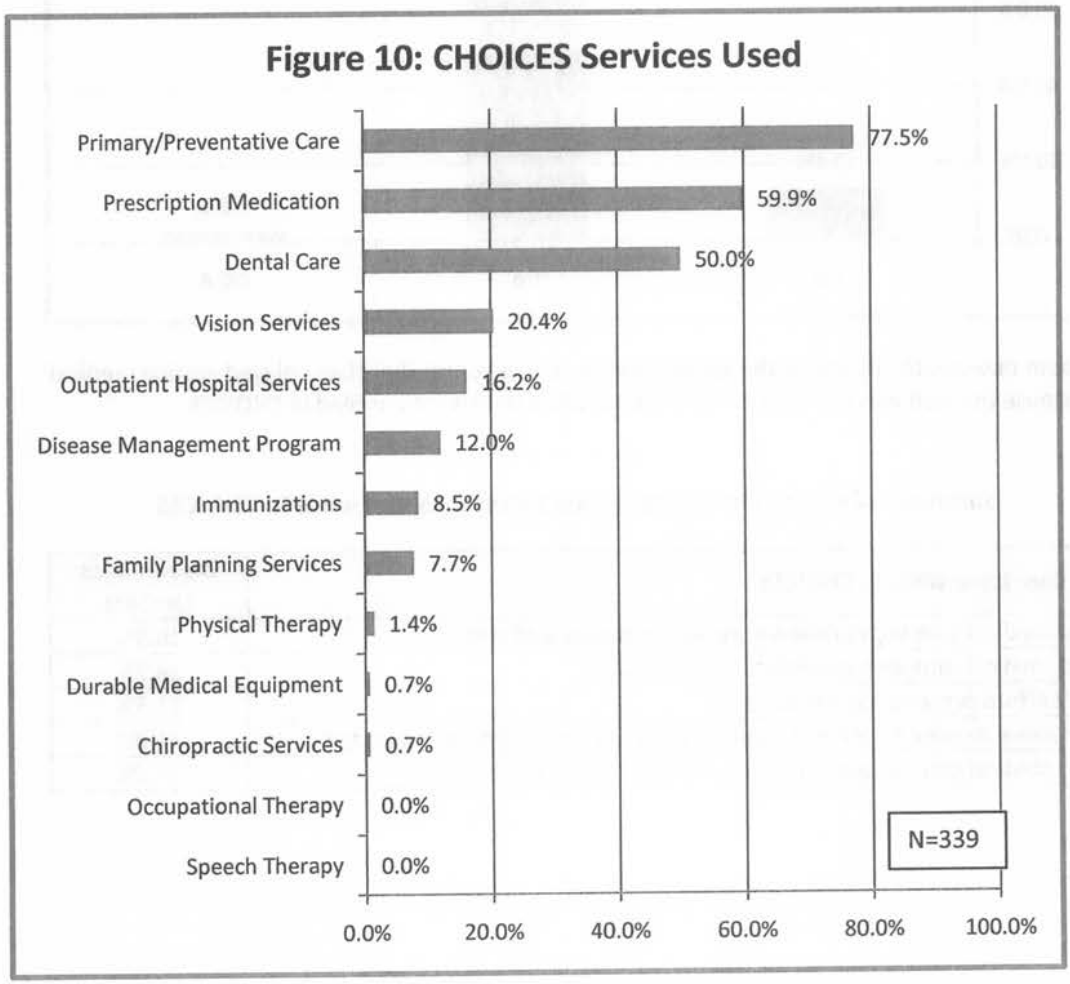
Health Care Issue while in CHOICES	Disenrollees (N=142)
Delayed medical care with primary care doctor because of cost	16.9%
Delayed medical care with specialist because of cost	24.7%
Couldn't afford prescription medications	11.3%
Didn't receive needed treatment/medical tests because of limited coverage	21.8%
Delayed medical care because the wait was too long to see a doctor	13.4%

Disenrollee Experiences in the CHOICES Program

The next series of questions asked disenrollees about their experiences in the CHOICES program. Respondents were first asked which CHOICES services they used while they were enrolled, and were then asked follow-up questions about their satisfaction with those services.

CHOICES Health Services Used

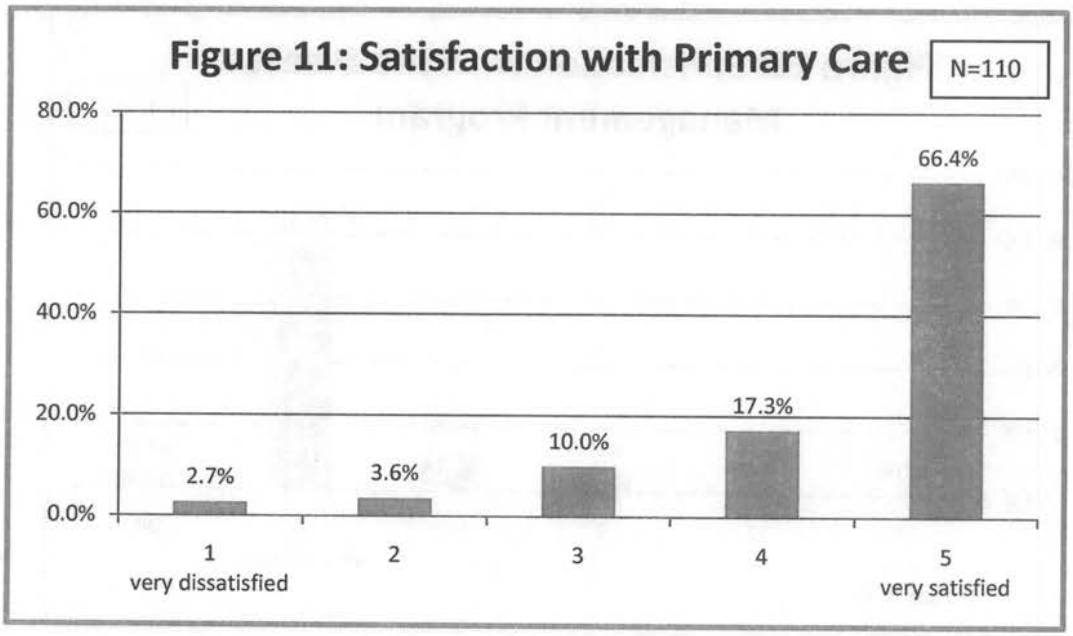
Disenrollees were asked which of the health care services covered by the CHOICES program they used while they were in the program. The results appear in Figure 10.



Aside from "Primary/Preventative care services" which more than three-quarters (77.5%) of respondents used while enrolled, the most used CHOICES services were "prescription medication services," used by three-fifths (59.9%) of disenrollees surveyed, and "dental care services," used by one-half (50.0%) of disenrollees surveyed. The least used services were "occupational therapy" (0.0%) and "speech therapy" (0.0%).

Satisfaction with Primary & Preventative Care

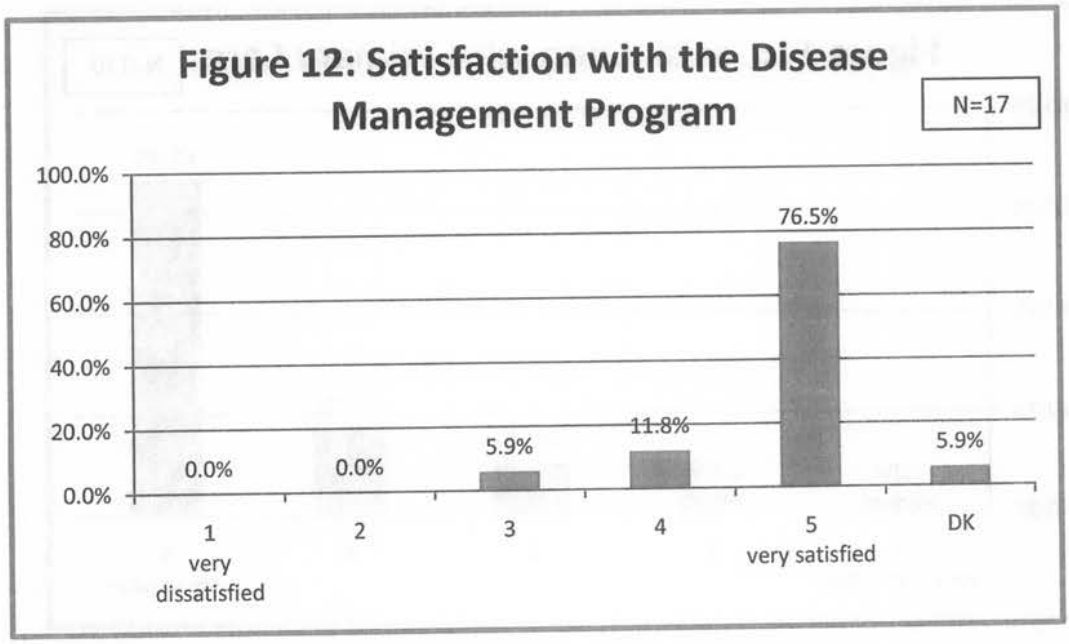
Those disenrollees who used "primary and preventative care services" (N=110) while they were enrolled in CHOICES were next asked: "*Using a scale from 1 to 5, where 1 is 'very dissatisfied' and 5 is 'very satisfied,' how satisfied would you say you were with the primary care services you received while enrolled in the CHOICES program?*" The results appear in Figure 11.



Overall, more than four-fifths (83.7%) of the surveyed disenrollees who used primary/preventative care services while in the CHOICES program were satisfied with these services, giving a rating of either '4' or '5.' Two-thirds (66.4%) of these respondents say they were "very satisfied" with primary care. One-tenth (10.0%) of these respondents rate their satisfaction in the middle of the scale, as a '3,' and just six percent say they were dissatisfied, giving ratings of '2' or '1.'

Satisfaction with Disease Management Program

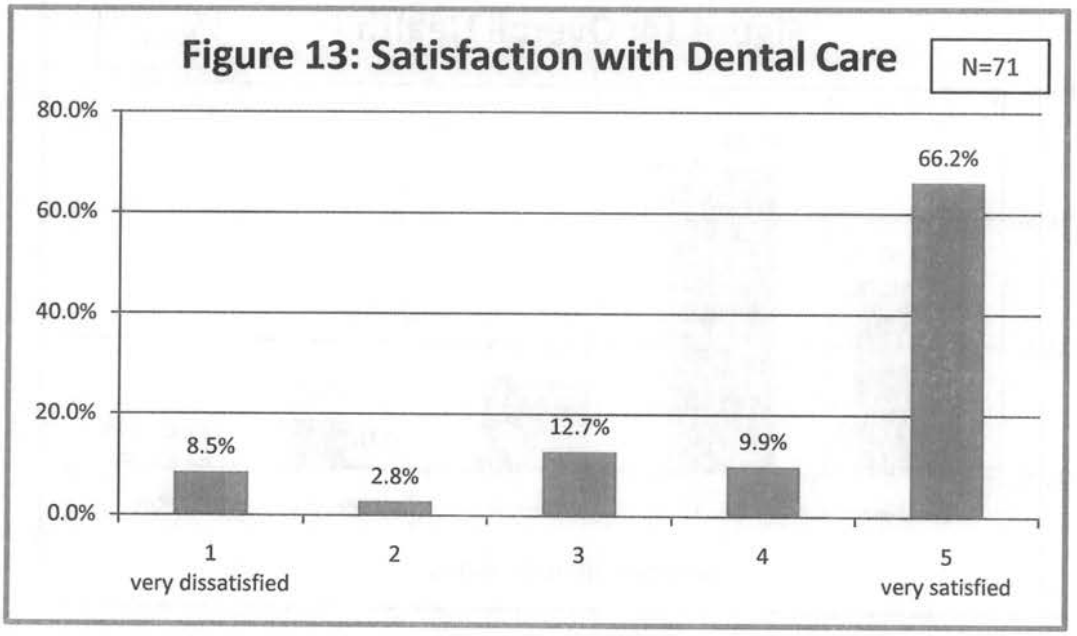
Those disenrollees who used the Disease Management Program (N=17) while they were enrolled in CHOICES were next asked: *"Using a scale from 1 to 5, where 1 is 'very dissatisfied' and 5 is 'very satisfied,' how satisfied would you say you were with the Disease Management Program while enrolled in the CHOICES program?"* The results appear in Figure 12.



Overall, nearly 90 percent of the surveyed disenrollees who used the Disease Management Program while in CHOICES were satisfied with these services, giving a rating of either '4' or '5.' More than three-quarters (76.5%) of these respondents say they were "very satisfied" with the Disease Management Program. Six percent of these respondents rate their satisfaction in the middle of the scale, as a '3.'

Satisfaction with Dental Care Services

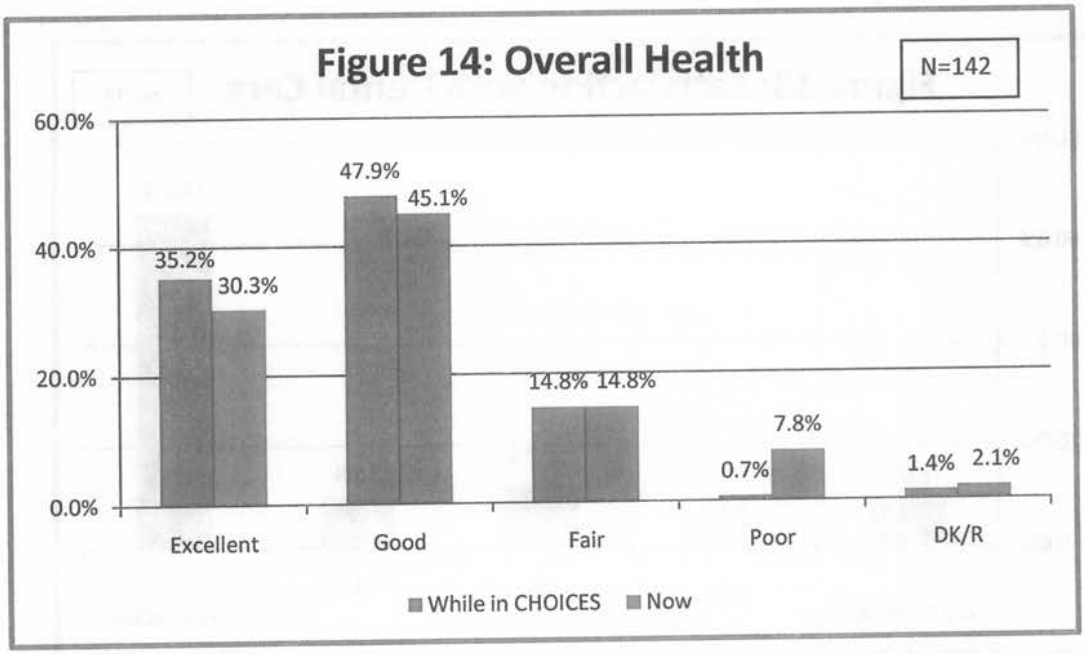
Those disenrollees who used "dental care services" (N=71) while they were enrolled in CHOICES were next asked: "*Using a scale from 1 to 5, where 1 is 'very dissatisfied' and 5 is 'very satisfied,' how satisfied would you say you were with the dental care services you received while enrolled in the CHOICES program?*" The results appear in Figure 13.



Overall, more than three-quarters (76.1%) of the surveyed disenrollees who used dental care services while in the CHOICES program were satisfied with these services, giving a rating of either '4' or '5.' Two-thirds (66.2%) of these respondents say they were "very satisfied" with CHOICES dental care. One-eighth (12.7%) of these respondents rate their satisfaction in the middle of the scale, as a '3,' and a similar percentage (11.3%) say they were dissatisfied, giving ratings of '2' or '1.'

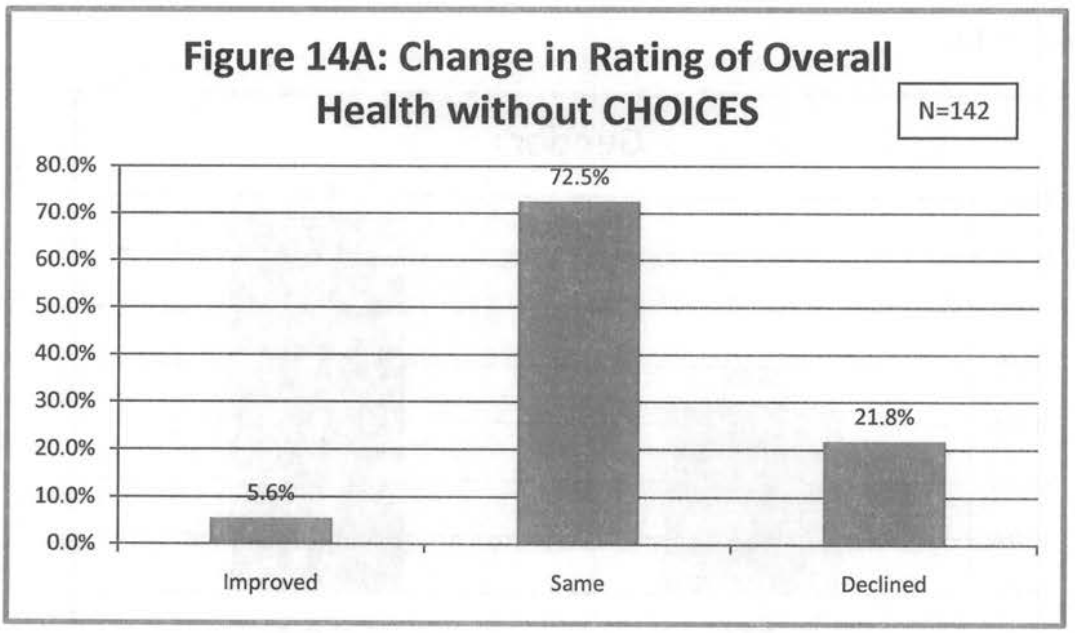
Respondents' Overall Health: While in CHOICES & Now

The questions in this series asked disenrollees to rate their overall health as either "excellent," "good," "fair," or "poor" while they were enrolled in CHOICES and to rate their overall health now. The results appear in Figure 14.



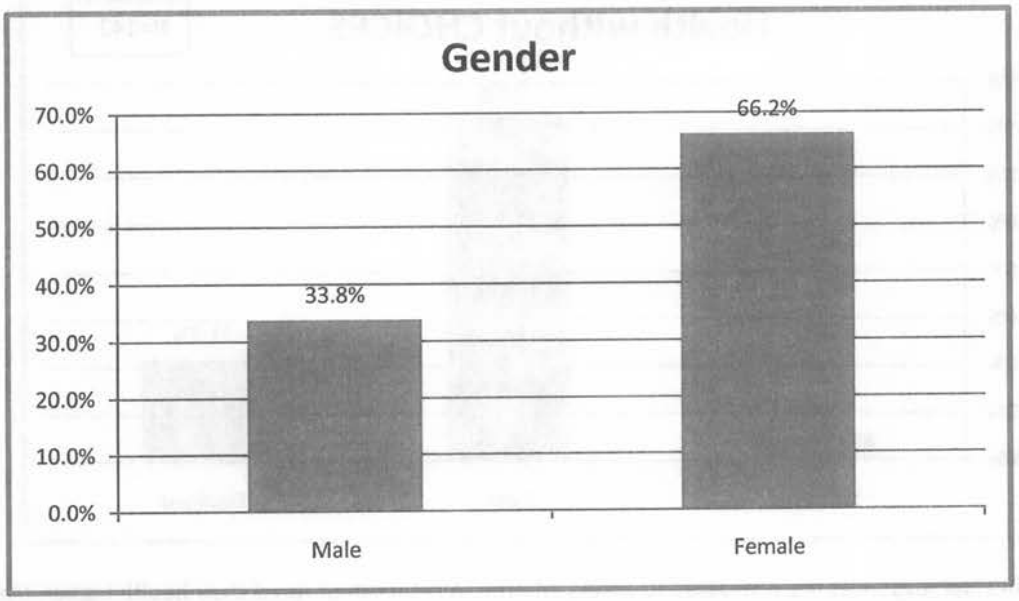
Overall, more respondents rate their health as either "excellent" or "good" while in CHOICES as compared to now, and fewer rate their health as either "fair" or "poor" while in CHOICES as compared to now. Using a 4-point scale, where "excellent" is 4 and "poor" is 1, the average rating with CHOICES was 3.19 and the average rating now is 3.00.

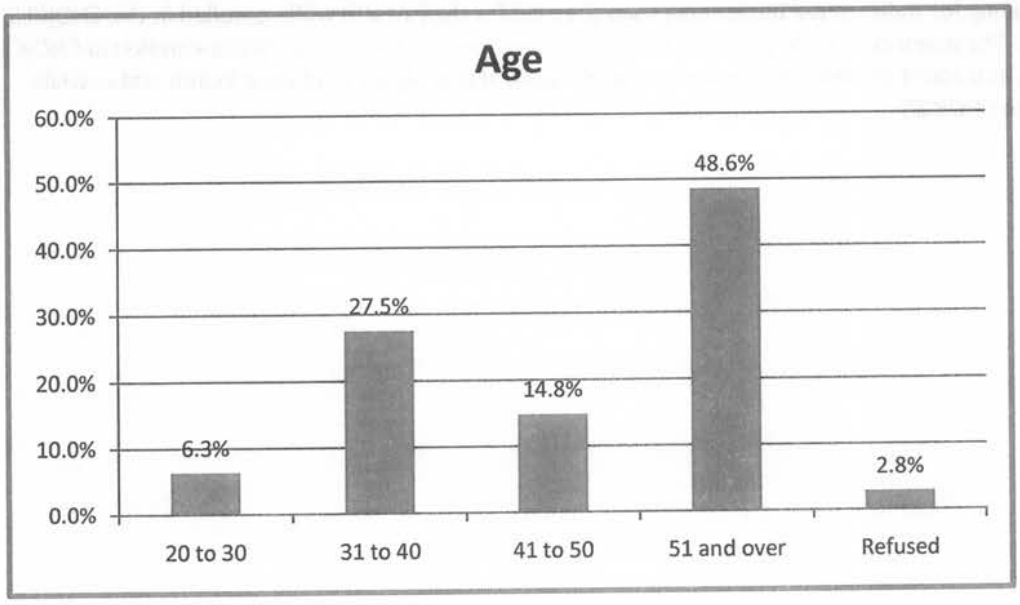
While more than one-third (35.2%) of the respondents indicate that their health was "excellent" while they were enrolled in the CHOICES program, about 30 percent describe their health as "excellent" now. In addition, while nearly one-half (47.9%) rated their health in CHOICES as "good," about 45 percent say their health is now "good." Equal percentages (14.8%) of respondents rate their health as "fair" while in CHOICES and now. However, while only one percent of respondents rated their health while enrolled in CHOICES as "poor," nearly one-tenth (7.8%) say their health is now "poor."

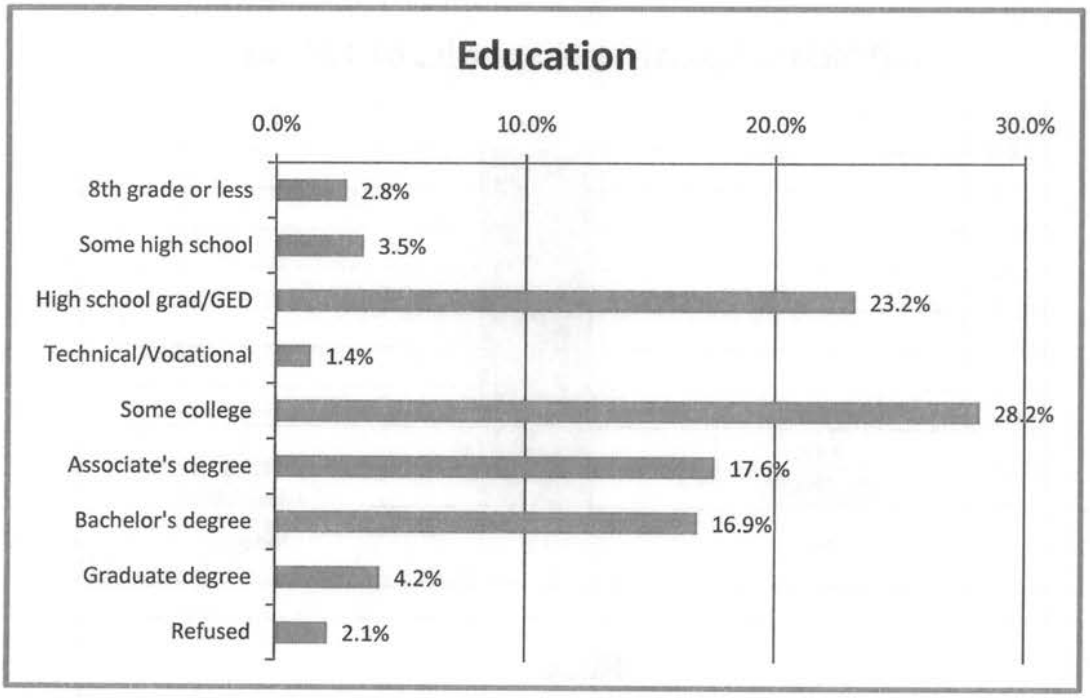


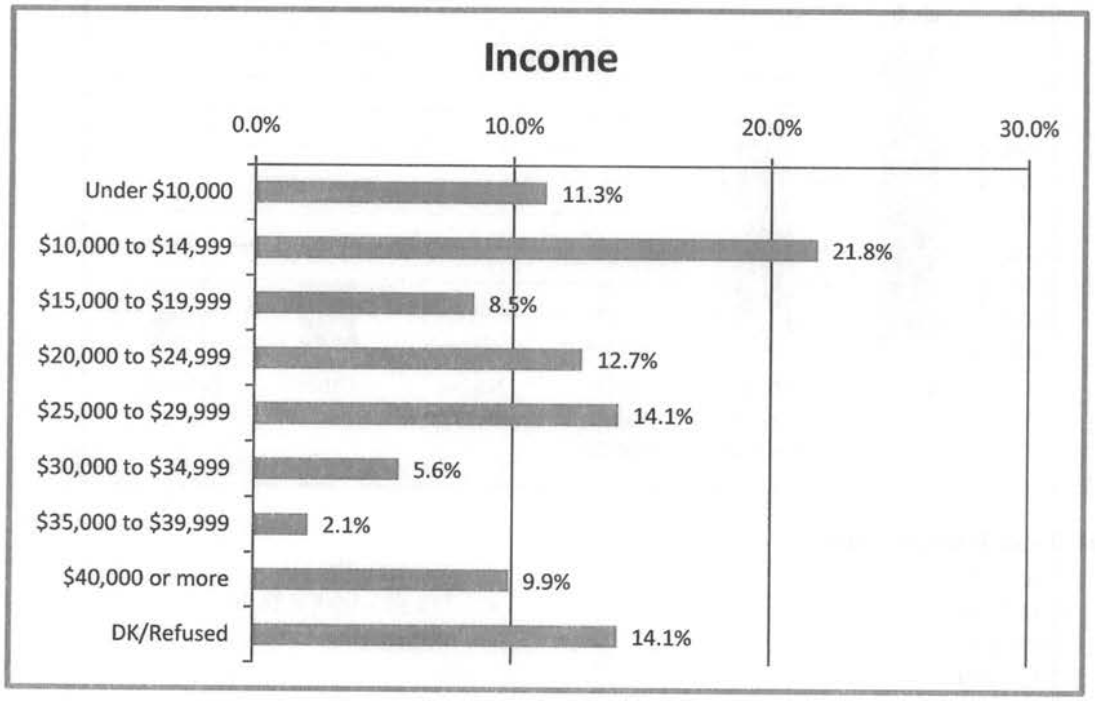
When individual responses are compared to assess whether a respondent rated their health higher, the same, or lower since leaving CHOICES, we find that more than one-fifth (21.8%) of the respondents gave a lower rating for their overall health now than they did for their health while enrolled in the CHOICES program. The majority (72.5%) provided the same assessment of their health while enrolled in CHOICES and now, and about six percent rate their current health status higher than their health status while enrolled in CHOICES.

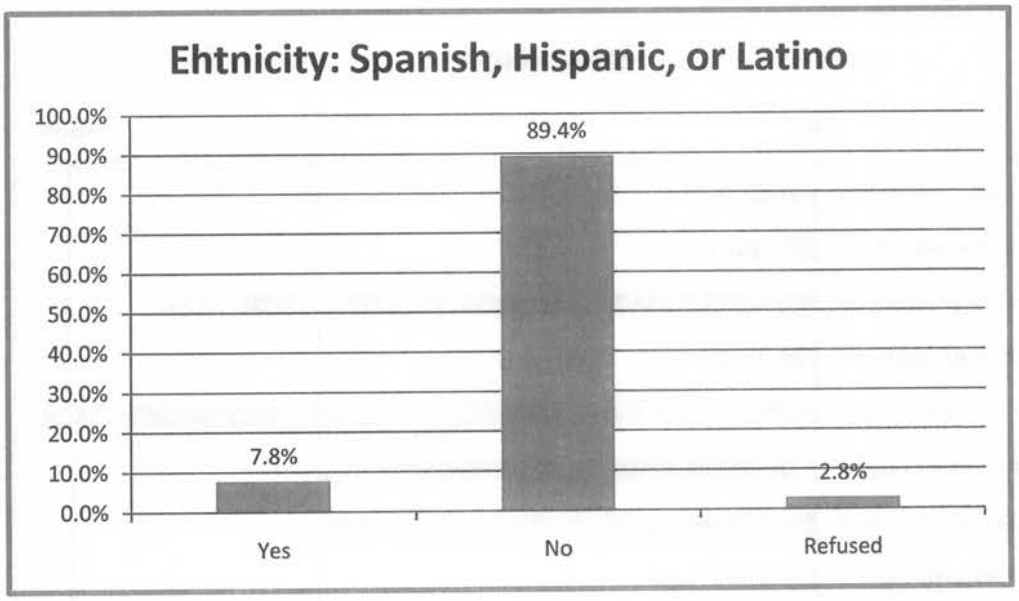
Demographics

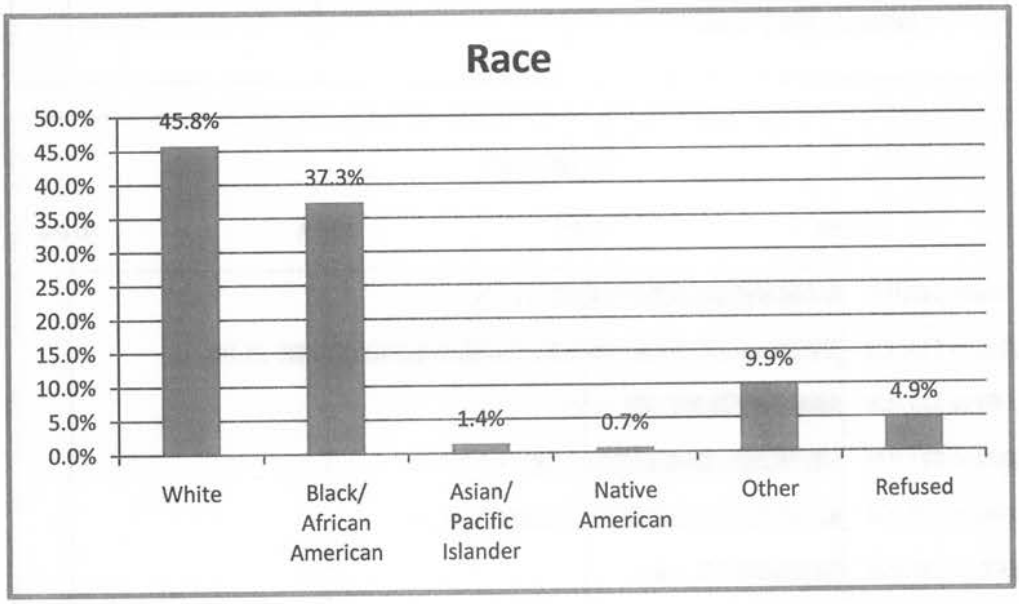





Education
0.0%
10.0%
20.0%
30.0%
8th grade or less
2.8%
Some high school
3.5%
High school grad/GED
23.2%
Technical/Vocational
1.4%
Some college
28.2%
Associate's degree
17.6%
Bachelor's degree
16.9%
Graduate degree
4.2%
Refused
2.1%

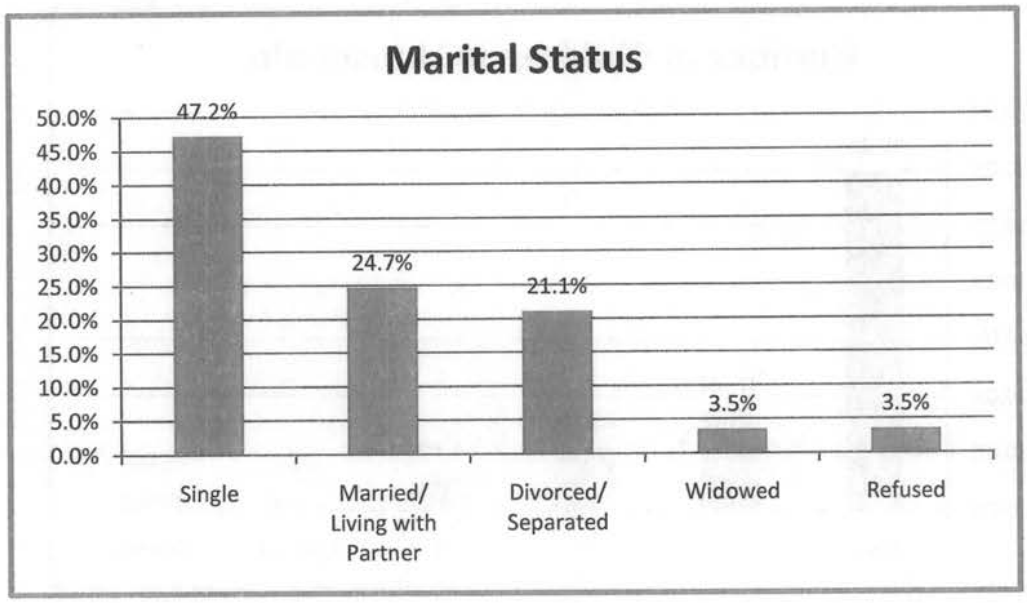

Income
0.0%
10.0%
20.0%
30.0%
Under $10,000
11.3%
$10,000 to $14,999
21.8%
$15,000 to $19,999
8.5%
$20,000 to $24,999
12.7%
$25,000 to $29,999
14.1%
$30,000 to $34,999
5.6%
$35,000 to $39,999
2.1%
$40,000 or more
9.9%
DK/Refused
14.1%

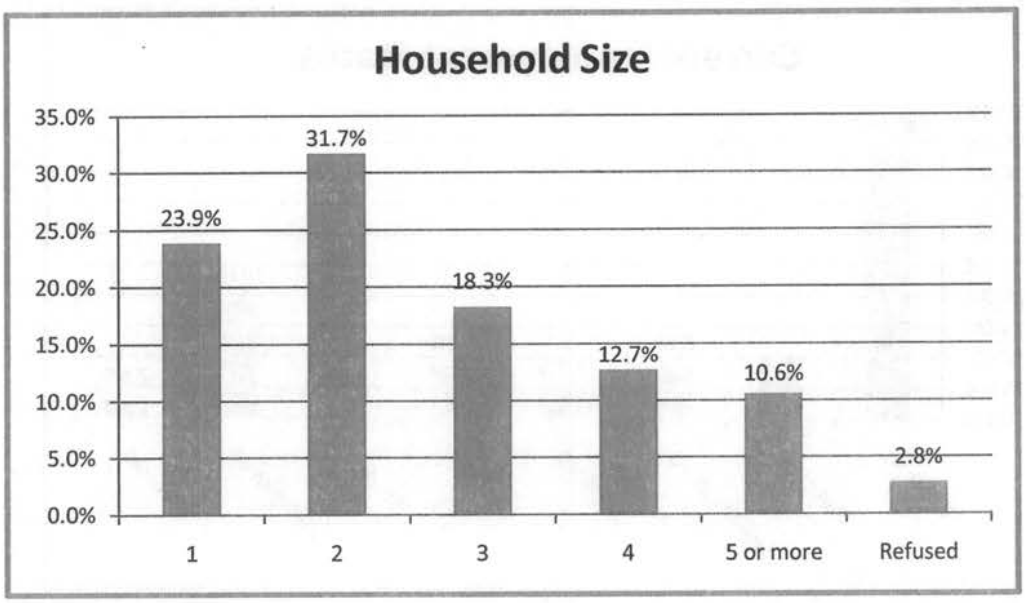


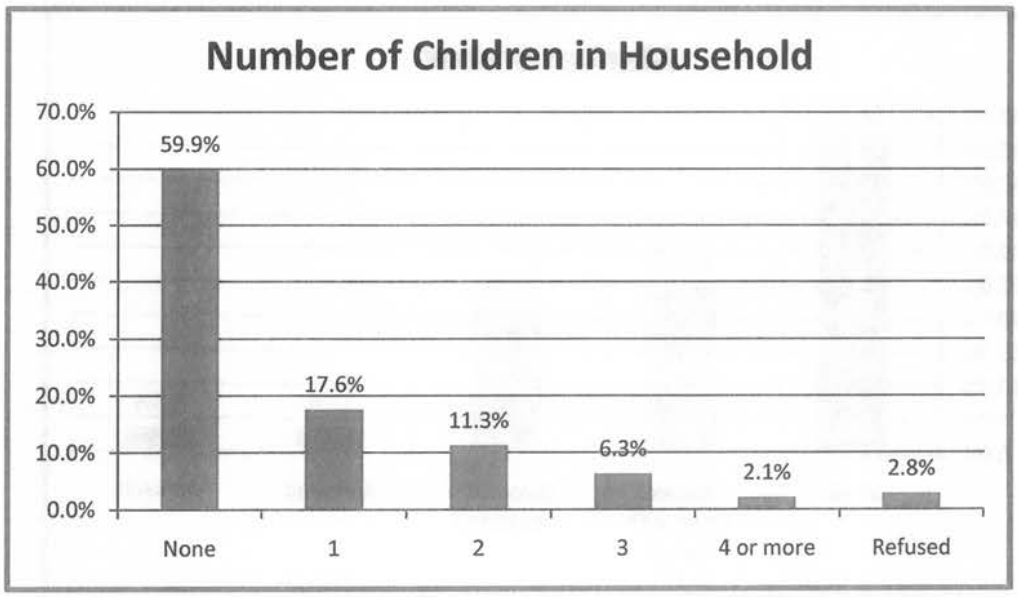


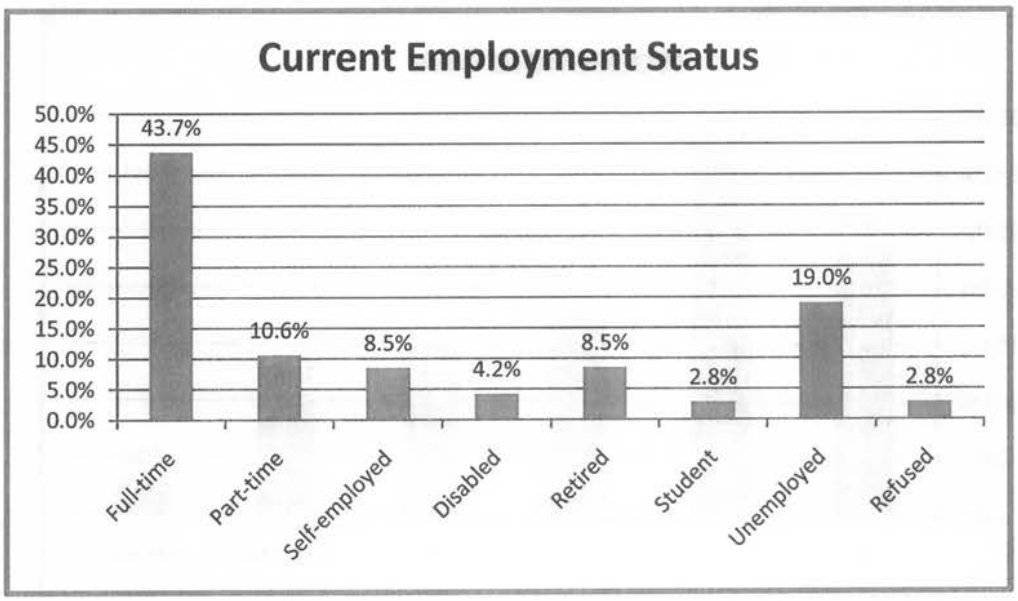
"Other" Races/Ethnicities Noted:

- American
- Bi-racial (N=2)
- Black & White
- Columbian
- Cuban
- Dominican
- Italian
- Irish
- Jewish
- Mexican (N=2)
- Mixed – Irish & Latin
- Venezuelan


Marital Status
50.0%
45.0%
40.0%
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
47.2%
24.7%
21.1%
3.5%
3.5%
Single
Married/ Living with Partner
Divorced/ Separated
Widowed
Refused


Household Size
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
23.9%
31.7%
18.3%
12.7%
10.6%
2.8%
1
2
3
4
5 or more
Refused


Number of Children in Household
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
59.9%
17.6%
11.3%
6.3%
2.1%
2.8%
None
1
2
3
4 or more
Refused


Current Employment Status
50.0%
45.0%
40.0%
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
43.7%
10.6%
8.5%
4.2%
8.5%
2.8%
19.0%
2.8%
Full-time
Part-time
Self-employed
Disabled
Retired
Student
Unemployed
Refused

Employment Status: Type of Business

Business Category	N	% (N=89)
Agriculture, Forestry, & Fishing	2	2.2%
Construction	4	4.5%
Educational Services	16	18.0%
Food Services	8	9.0%
Health Care & Social Assistance	16	18.0%
Manufacturing	0	0.0%
Professional/Technical Services	10	11.2%
Retail	9	10.1%
Support Services (including custodial, waste management, etc.)	16	18.0%
Transportation	3	3.4%
Other	4	4.5%
Refused	1	1.1%

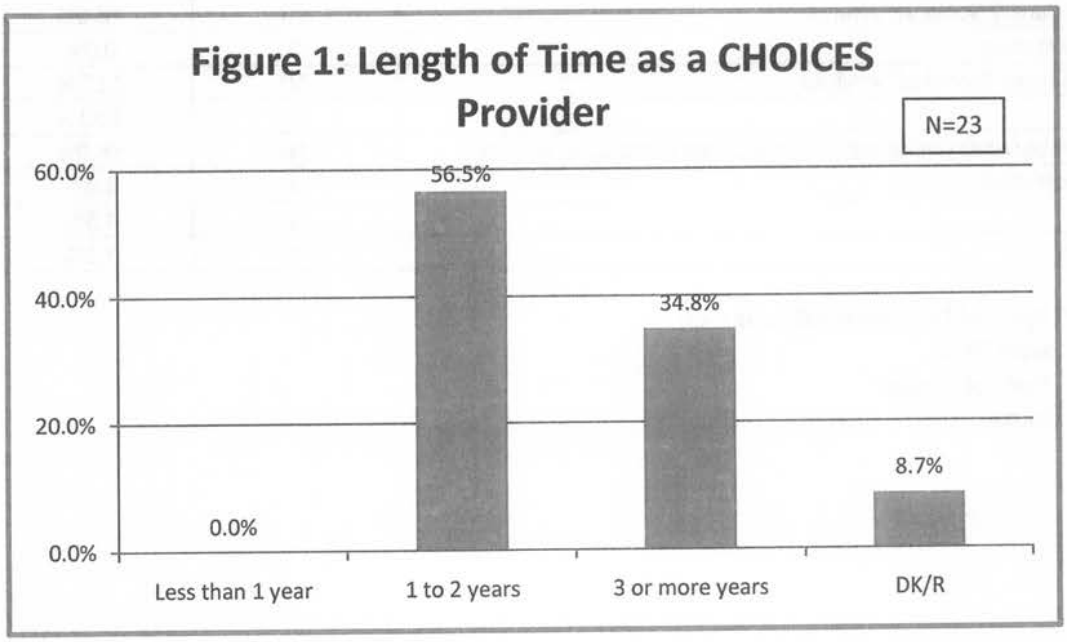
"Other" Types of Employment/Businesses:

- Artist (N=2)
- 'State of Florida'
- Studio

Survey of Providers

Length of Time as a CHOICES Provider

Providers were first asked: "How long has your office been a provider with the CHOICES program?" The responses appear in Figure 1.



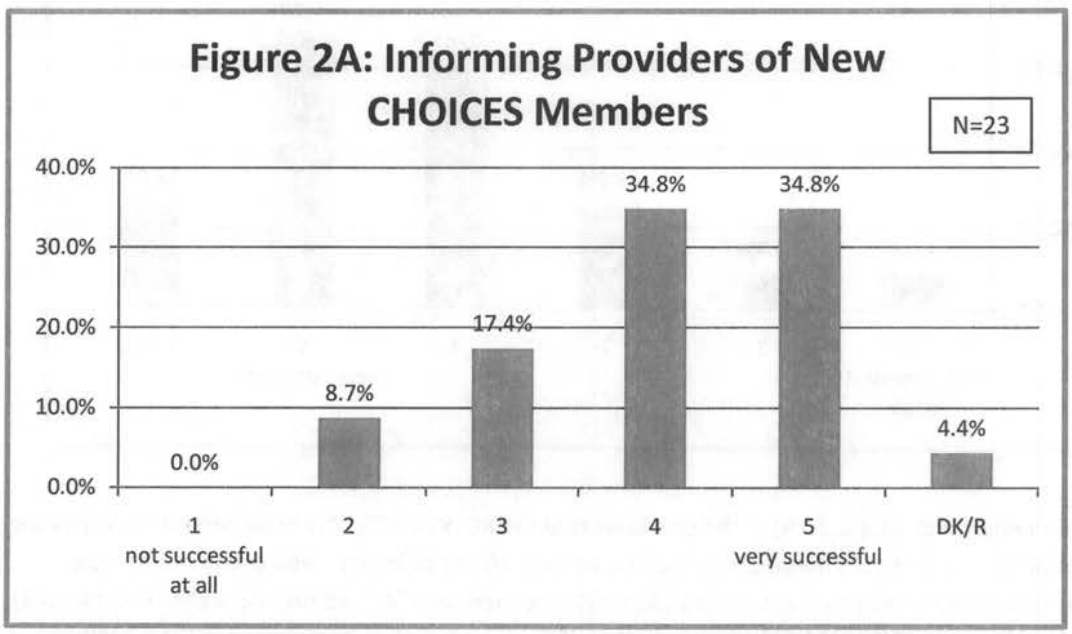
More than one-half (56.5%, N=13) of the respondents have been providers with the CHOICES program for one to two years. More than one-third (34.8%, N=8) of the respondents have been providers for three years or more.

Perceptions of the CHOICES Program

The surveyed providers were next asked a series of questions about their general perceptions of the CHOICES program. Respondents were read a list of various management aspects of the CHOICES program and were asked to rate how successful they think the CHOICES program has been in meeting their expectations using a scale from 1 to 5, where 1 is "not successful at all" and 5 is "very successful."

Informing Providers of New Members Assigned to Their Offices

The first question in this series asked providers how successful CHOICES has been in informing them of new CHOICES members assigned to their offices. The responses appear in Figure 2A.



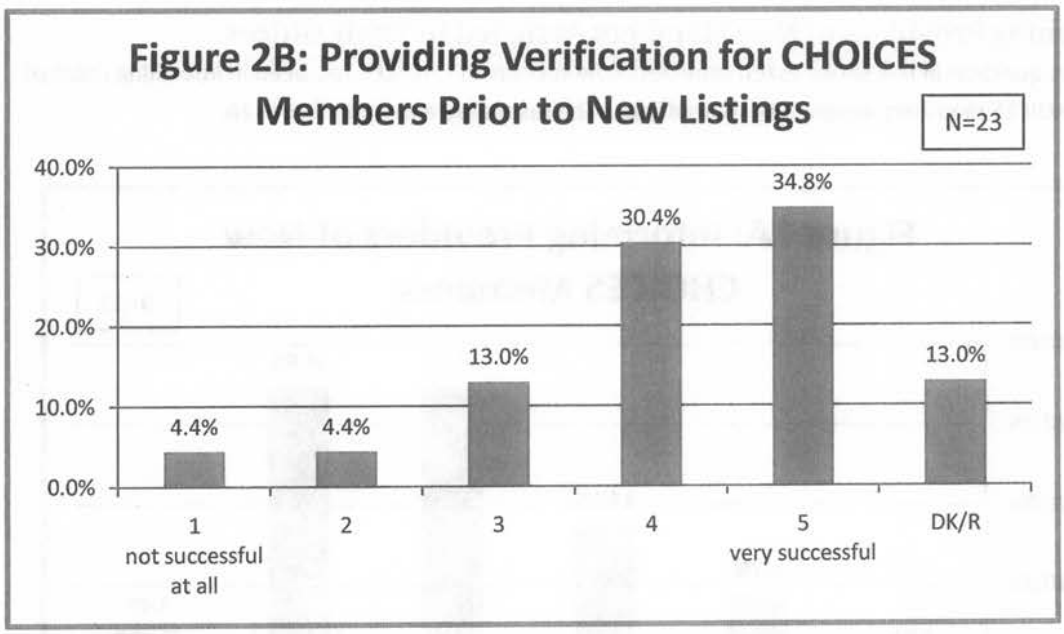
More than one-third (34.8%, N=8) of the providers rate CHOICES as a "5," "very successful," in informing them of new CHOICES members who are assigned to their offices, and the same percentage (34.8%, N=8) rate them as a "4." About one-sixth (17.4%, N=4) of the providers rate CHOICES level of success at providing new member information in the middle of the scale as a "3." Less than one-tenth (8.7%, N=2) of the surveyed providers rate CHOICES on the unsuccessful side of the scale as a "2."

Reasons for Lack of Success in Informing Providers of New Members

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=2) were next asked why they believe the program has been unsuccessful in informing providers about new members assigned to their offices. One provider who rates CHOICES as unsuccessful in this regard is not sure why that is, but the other says: "I am unsure of how they are being assigned."

Providing Verification for CHOICES Members Prior to New Listings

The next question in this series asked providers how successful CHOICES has been in providing verification for any CHOICES members who arrive at their offices before the end of the month new listing is sent. The responses appear in Figure 2B.



More than one-third (34.8%, N=8) of the providers rate CHOICES as a "5," "very successful," in providing verification for any CHOICES members who arrive at their offices before the end of the month new listing is sent, and a similar percentage (30.4%, N=7) rate them as a "4." About one-eighth (13.0%, N=3) of the providers rate CHOICES level of success at verifying new member information in the middle of the scale as a "3." Less than one-tenth (8.7%, N=2) of the surveyed providers rate CHOICES on the unsuccessful side of the scale as either a "2" or a "1."

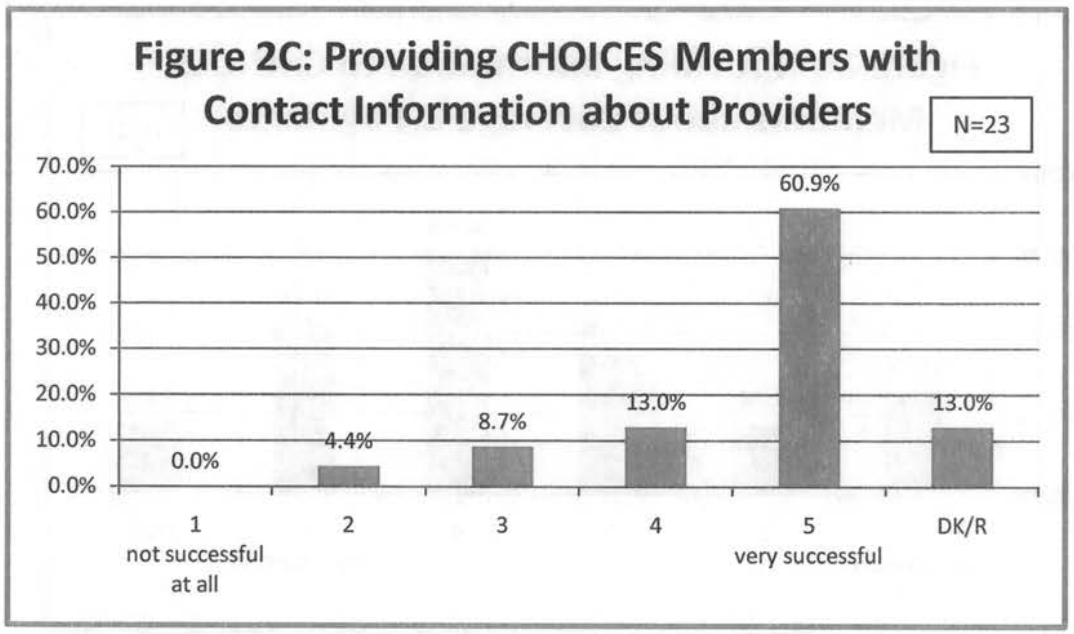
Reasons for Lack of Success in Providing Verification for CHOICES Members

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=2) were next asked why they believe the program has been unsuccessful in providing verification for any CHOICES members who arrive before the end of the month new listing is sent. The responses are listed below:

- "It's just sporadic when I get it faxed to me."
- "The list is good, but to call up services is cumbersome."

Providing Contact & Other Information about Providers

The next question in this series asked providers how successful CHOICES has been in providing CHOICES members with contact information about their offices. The responses appear in Figure 2C.



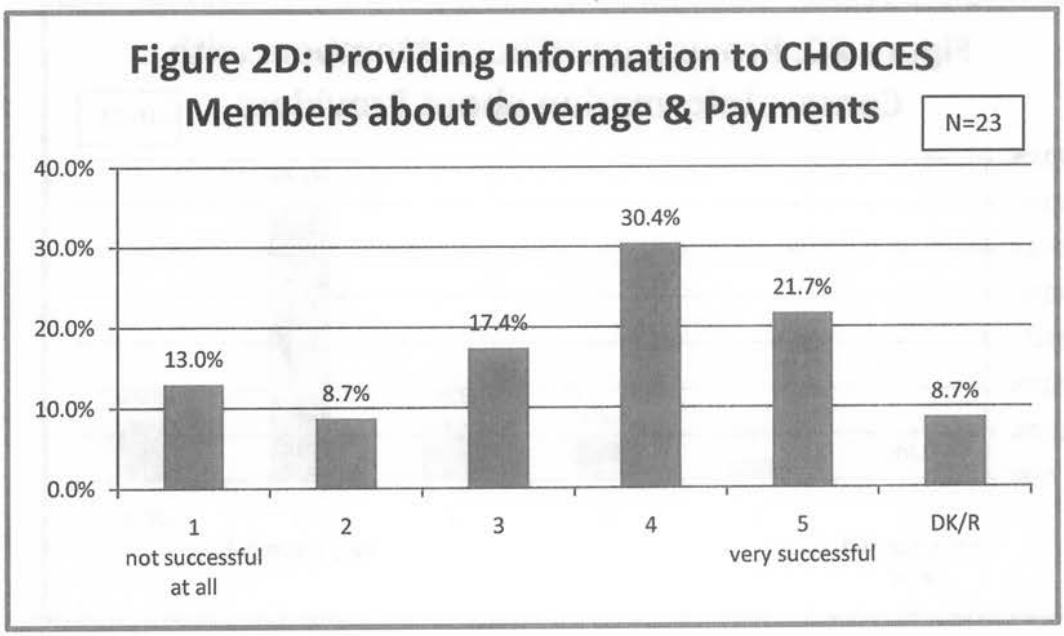
About three-fifths (60.9%, N=14) of the providers rate CHOICES as a "5," "very successful," in providing CHOICES members with contact and other information about their offices, and another one-sixth (13.0%, N=3) rate them as a "4." Less than one-tenth (8.7%, N=2) of the providers rate CHOICES level of success at providing information about their offices in the middle of the scale as a "3." Just one (4.4%) of the surveyed providers rates CHOICES on the unsuccessful side of the scale as either a "2."

Reasons for Lack of Success in Providing Contact & Other Information about Providers

Those respondent who rated CHOICES as unsuccessful (either a "1" or a "2," N=1) was next asked why he or she believes the program has been unsuccessful in providing contact and other information about their office to CHOICES members. The respondents says, "We're open seven days a week and people have to go to the CHOICES office to get an okay unless they're assigned to this office."

Providing Information about Coverage & Payments

The next question in this series asked providers how successful CHOICES has been in providing CHOICES members with information about coverage and payments. The responses appear in Figure 2D.



Only about one-fifth (21.7%, N=5) of the providers rate CHOICES as a "5," "very successful," in providing CHOICES members with information about coverage and payments, while nearly one-third (30.4%, N=7) rate them as a "4." About one-sixth (17.4%, N=4) of the providers rate CHOICES level of success at providing information about coverage and payments in the middle of the scale as a "3." About one-fifth (21.7%, N=5) of the surveyed providers rate CHOICES on the unsuccessful side of the scale as either a "2" or a "1" – with one-eighth (13.0%, N=3) rating them as "not successful at all."

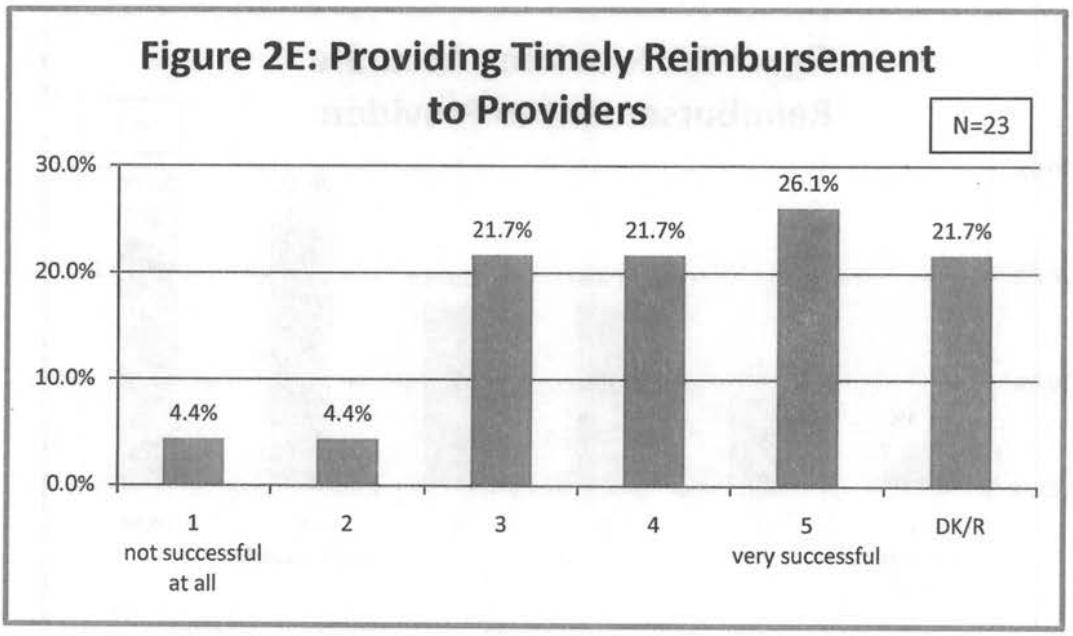
Reasons for Lack of Success in Providing Information about Coverage and Payments

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=5) were next asked why they believe the program has been unsuccessful in providing CHOICES members with information about coverage and payments. The responses are listed below:

- "I think the patients don't fully understand what is covered and what is not."
- "The patients aren't knowledgeable about their coverage and co-pay amount."
- "The patients don't really know and don't have a high dental IQ and don't know what's going on."
- "They aren't familiar with some of the services provided, and they tell patients to call me to get that information – they refer questions to me."
- "We have to constantly provide information on coverage and benefits, but we tell patients to call CHOICES for up-to-date information."

Providing Timely Reimbursement to Providers

The next question in this series asked providers how successful CHOICES has been in providing their offices with timely reimbursement. The responses appear in Figure 2E.



More than one-quarter (26.1%, N=6) of the providers rate CHOICES as a "5," "very successful," in providing timely reimbursement, and one-fifth (21.7%, N=5) rate them as a "4." About one-fifth (21.7%, N=5) of the providers rate CHOICES level of success at providing timely reimbursement in the middle of the scale as a "3." Less than one-tenth (8.7%, N=2) of the surveyed providers rate CHOICES on the unsuccessful side of the scale as either a "2" or a "1."

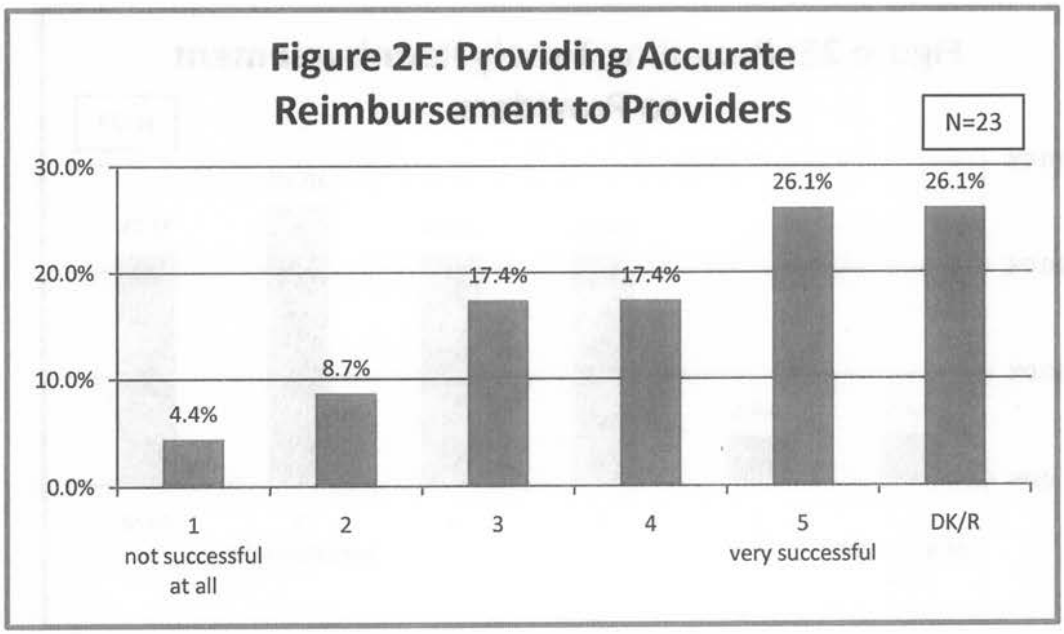
Reasons for Lack of Success in Providing Timely Reimbursement

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=2) were next asked why they believe the program has been unsuccessful in providing timely reimbursement. The responses are listed below:

- "It takes six to eight weeks to get reimbursement. Some claims fall between the cracks; some claims don't get reimbursed without follow-up."
- "They tell me to fax and then they don't follow-up."

Providing Accurate Reimbursement to Providers

The last question in this series asked providers how successful CHOICES has been in providing their offices with accurate reimbursement. The responses appear in Figure 2F.



More than one-quarter (26.1%, N=6) of the providers rate CHOICES as a "5," "very successful," in providing accurate reimbursement, and one-sixth (17.4%, N=4) rate them as a "4." About one-sixth (17.4%, N=4) of the providers rate CHOICES level of success at providing accurate reimbursement in the middle of the scale as a "3." About one-eighth (13.1%, N=3) of the surveyed providers rate CHOICES on the unsuccessful side of the scale as either a "2" or a "1."

Reasons for Lack of Success in Providing Accurate Reimbursement

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=2) were next asked why they believe the program has been unsuccessful in providing accurate reimbursement. The responses are listed below:

- "It's okay."
- "Sometimes the billing confuses medical patients with dental patients."
- "We know our fee schedule and I haven't found a consistent payback from CHOICES."

Summary of General Perception of CHOICES Management Tasks

The following table provides a summary of the providers' ratings of CHOICES successfulness in the six management tasks evaluated. The data in the table show the total percentage of respondents who rate CHOICES as "successful" (providing a rating of either "4" or "5") and the total percentage of respondents who rate CHOICES as "unsuccessful" (providing a rating of either "2" or "1"). Those who provided a middle rating of "3" and those who either did not provide a rating or who were unsure of the rating to provide are excluded from this analysis.

Table 1: Percentage of Successful & Unsuccessful Ratings for Management Tasks

Task	Successful	Not Successful
Providing CHOICES members with contact & other information about providers	73.9%	4.4%
Informing providers of new CHOICES members assigned to their offices	69.6%	8.7%
Providing verification for CHOICES members who arrive before the new listing	65.2%	8.7%
Providing CHOICES members with information about coverage & payments	52.2%	21.7%
Providing timely reimbursement to providers	47.8%	8.7%
Providing accurate reimbursement to providers	43.5%	13.1%

The providers who completed the survey were most likely to rate CHOICES as "successful" in providing CHOICES members with contact and other information about their offices (73.9%); informing them of new CHOICES members assigned to their offices (69.6%); and, providing verification for any CHOICES members who arrive at their offices before the end of the month new listing is sent (65.2%).

Only about half of the providers rate CHOICES as "successful" in providing CHOICES members with information about coverage and payments. Less than one-half of the providers rate CHOICES as "successful" in providing their offices with timely reimbursement (47.8%) or accurate reimbursement (43.5%).

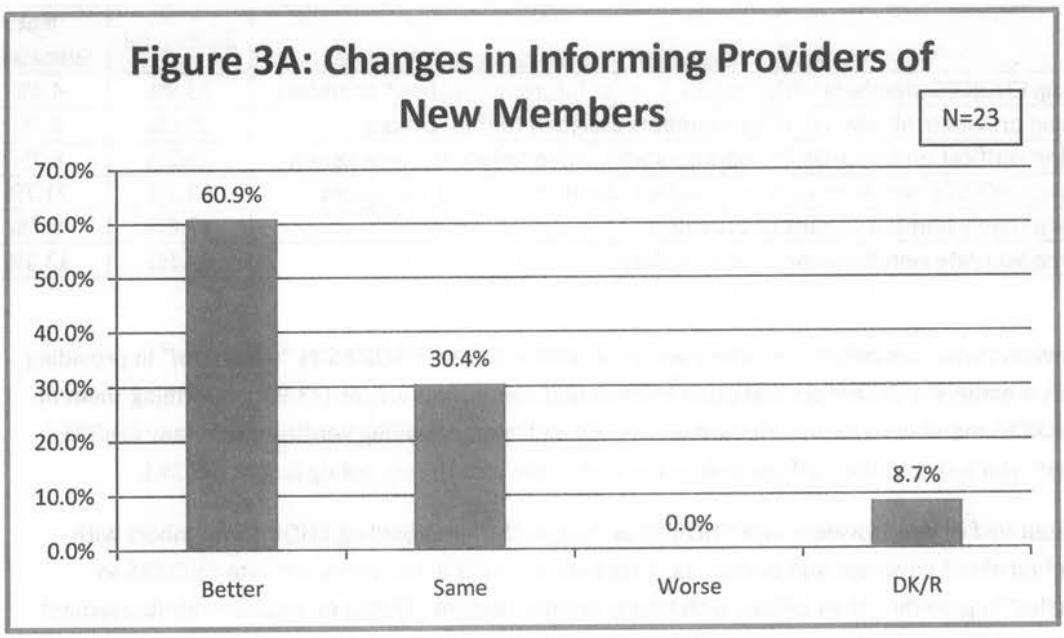
Providers were most likely to rate CHOICES as "unsuccessful" in providing CHOICES members with information about coverage and payments – more than one-fifth (21.7%) provide "unsuccessful" ratings for this task.

Changes in CHOICES Management Tasks

The surveyed providers were next read the same list of management aspects of the CHOICES program and were asked whether they think CHOICES is doing a better job, about the same job, or a worse job today than when their offices became CHOICES providers.

Changes in Informing Providers of New Members Assigned to Their Offices

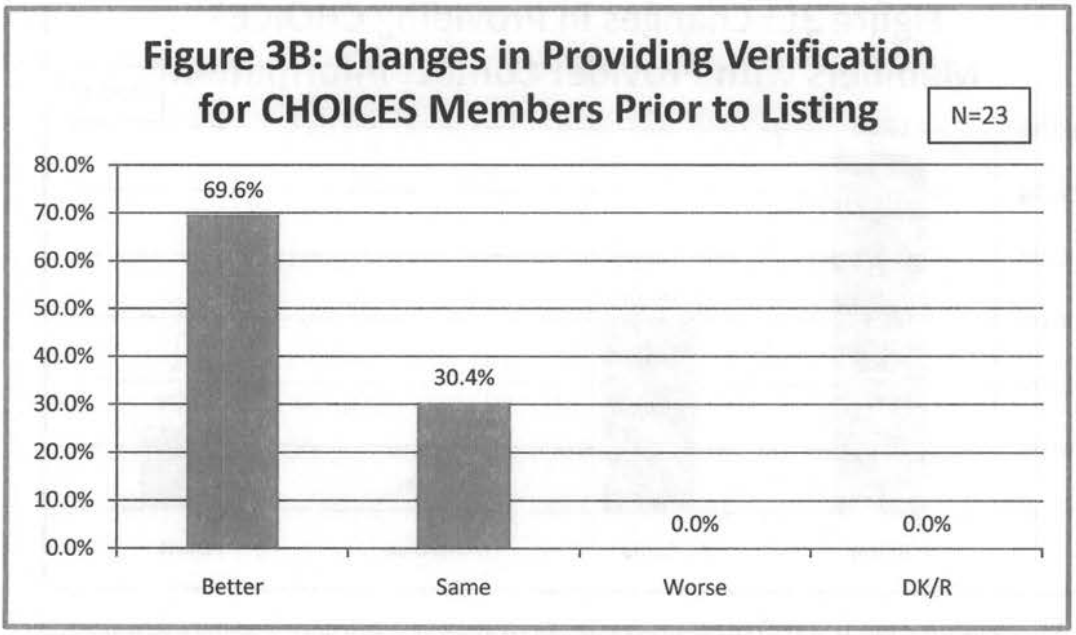
The first question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today in informing them of new CHOICES members assigned to their offices than when their offices became CHOICES providers. The responses appear in Figure 3A.



Three-fifths (60.9%, N=14) of the surveyed providers think that CHOICES is doing a better job today in informing them of new members assigned to their offices. About 30 percent of the respondents think CHOICES is doing about the same job of informing them of new members as when they joined, and none feels they are doing a worse job.

Changes in Providing Verification for CHOICES Members Prior to New Listings

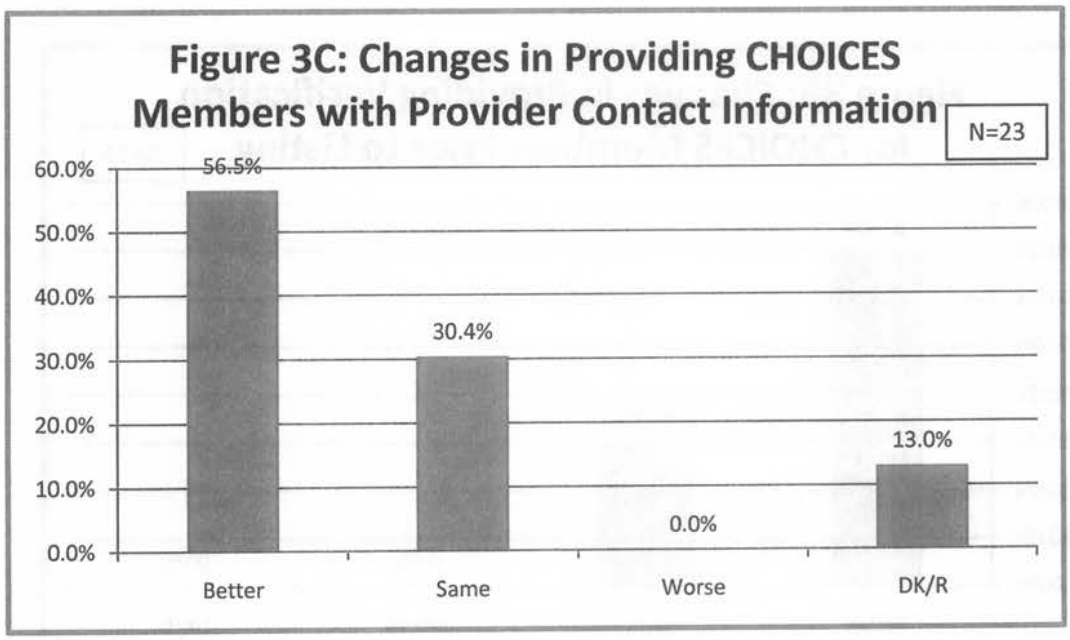
The next question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today in providing verification for any CHOICES members who arrive at their offices before the end of the month new listing is sent than when their offices became CHOICES providers. The responses appear in Figure 3B.



More than two-thirds (69.6%, N=14) of the surveyed providers think that CHOICES is doing a better job today in providing verification for any CHOICES members who arrive at their offices before the end of the month new listing is sent. About 30 percent of the respondents think CHOICES is doing about the same job of providing verification for any CHOICES members who arrive before the end of the month as when they joined, and none feels they are doing a worse job.

Changes in Providing Contact & Other Information about Providers

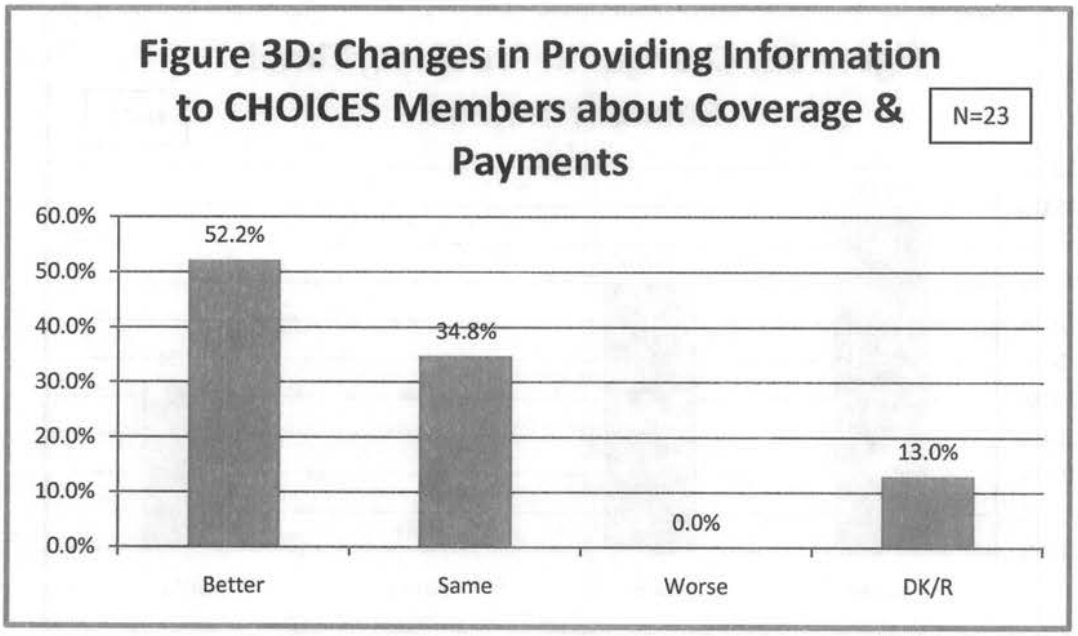
The next question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today in providing CHOICES members with contact and other information about their offices than when their offices became CHOICES providers. The responses appear in Figure 3C.



Nearly three-fifths (56.5%, N=13) of the surveyed providers think that CHOICES is doing a better job today in providing CHOICES members with contact and other information about their offices. About 30 percent of the respondents think CHOICES is doing about the same job of providing information about their offices as when they joined, and none feels they are doing a worse job.

Changes in Providing Information about Coverage & Payments

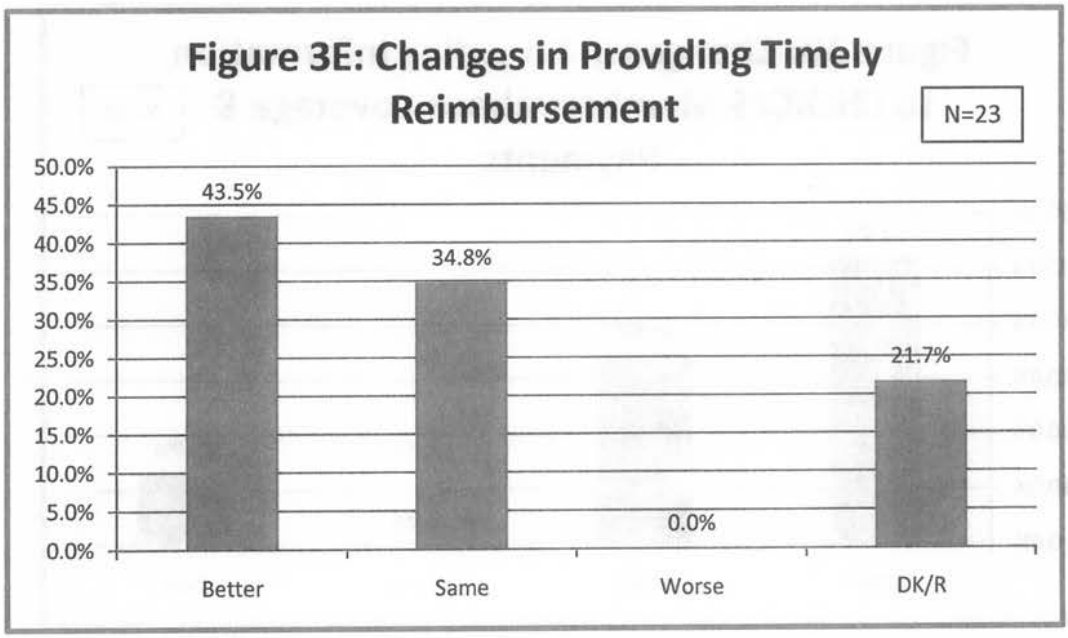
The next question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today providing CHOICES members with information about coverage and payments than when their offices became CHOICES providers. The responses appear in Figure 3D.



About one-half (52.2%, N=12) of the surveyed providers think that CHOICES is doing a better job today in providing CHOICES members with information about coverage and payments. More than one-third (34.8%, N=8) of the respondents think CHOICES is doing about the same job of providing information on coverage and payments as when they joined, and none feels they are doing a worse job.

Changes in Providing Timely Reimbursement to Providers

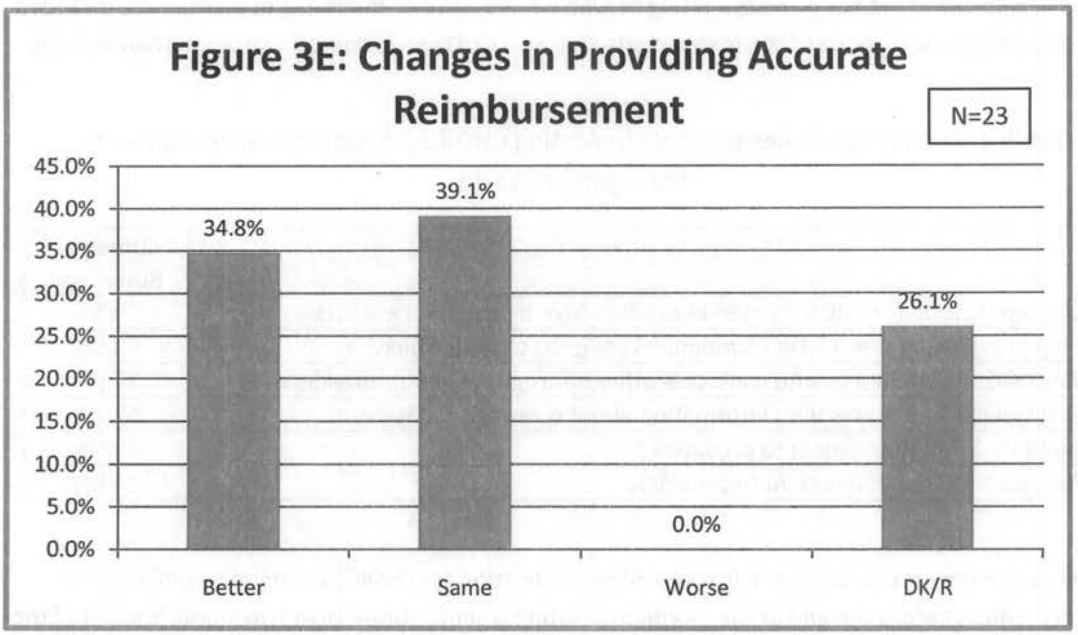
The next question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today in providing timely reimbursement to providers than when their offices became CHOICES providers. The responses appear in Figure 3E.



About two-fifths (43.5%, N=10) of the surveyed providers think that CHOICES is doing a better job today in providing their offices with timely reimbursement. More than one-third (34.8%, N=8) of the respondents think CHOICES is doing about the same job of providing timely reimbursement as when they joined, and none feels they are doing a worse job.

Changes in Providing Accurate Reimbursement to Providers

The last question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today in providing accurate reimbursement than when their offices became CHOICES providers. The responses appear in Figure 3F.



About one-third (34.8%, N=8) of the surveyed providers think that CHOICES is doing a better job today in providing their offices with accurate reimbursement. Two-fifths (39.1%) of the respondents think CHOICES is doing about the same job of providing them with accurate reimbursement as when they joined, and none feels they are doing a worse job.

Summary of Perceptions of Changes in CHOICES Management Tasks

The following table provides a summary of the providers' assessment of whether CHOICES is doing a better job, about the same job, or a worse job in the six management tasks evaluated. The data in the table show the total percentage of respondents who think CHOICES is doing a better job now than when the respondent became a CHOICES provider. Those who say that CHOICES is doing about the same job and those who either did not provide a rating or who were unsure of the rating to provide are excluded from this analysis (note: none of the respondents indicates CHOICES is doing a worse job than before).

Table 2: Percentage of Respondents Indicating CHOICES is 'Doing a Better Job' with Management Tasks

Task	Doing a Better Job
Providing verification for CHOICES members who arrive before the new listing	69.6%
Informing providers of new CHOICES members assigned to their offices	60.9%
Providing CHOICES members with contact & other information about providers	56.5%
Providing CHOICES members with information about coverage & payments	52.2%
Providing timely reimbursement to providers	43.5%
Providing accurate reimbursement to providers	34.8%

The highest improvement scores are for "providing verification for CHOICES members who arrive at providers' offices before the end of the month new listing is sent." More than two-thirds (69.6%) of the surveyed providers say that CHOICES is doing a better job now in providing verification for CHOICES members who arrive at providers' offices before the end of the month new listing is sent than when their offices became CHOICES providers. Similarly, more than three-fifths (60.9%) of the respondents indicate that CHOICES is now doing a better job of informing them of new CHOICES members assigned to their offices.

In contrast, one about one-third (34.8%) of these providers say that currently CHOICES is doing a better job of providing accurate reimbursement to their offices than when they joined the program as providers.

Best Aspects of the CHOICES Program

Providers were next asked what they think the best aspects of the CHOICES program are. The responses, grouped by subject, are presented in Table 3. (Note: respondents could provide multiple responses.)

Table 3: Best Aspects of the CHOICES Program

Responses	Frequency
Provides Needed Coverage	
"It does help people get coverage who don't have insurance."	1
"It provides insurance for the working poor."	1
"To be able to provide for the working poor."	1
"Giving patients who don't have insurance a chance to have coverage."	1
"Providing benefits to people who need it."	1
"It's there for people who need it."	1
"Providing health benefits to people who make too much for Medicaid, but not enough for private insurance."	1
"It reaches out to community who can't afford dental care."	1
"It provides for working people who can't afford insurance."	1
"I think it's great that working citizens have an option to have insurance coverage when it's not supplied through work."	1
"I think it helps out a lot of people and they can get work done that they wouldn't be able to before CHOICES."	1
"I think it's a great program because they're helping a lot of people."	1
Subtotal	**12**
Services/Benefits Provided by the Program	
"Easy co-pay – the co-pay is the same for everyone, which makes it easy for us."	1
"They are covering more specialty care."	1
"It's very heavily aimed at prevention and has adequate coverage for hygiene services."	1
"They cover a lot of services for patients without being referred and have straight-forward benefits."	1
"It's great to provide patients with eyeglasses."	1
"Dental care, specialty referrals, prescription coverage – especially for diabetics."	1
"They have good coverage, better than most insurances."	1
"It covers office visits and patients know what their co-pay is."	1
"It allows people access to dental care who would not have it – the coverage is terrific."	1
"The scope of the services."	1
Subtotal	**10**
CHOICES Staff/Enrollees	
"Patients are better informed than most."	1
"The communication we get from CHOICES."	1
"The dedication of their overwhelmed staff."	1
Subtotal	**3**

Many of the providers surveyed cite the fact that CHOICES provides health coverage for working citizens who cannot otherwise afford insurance as the best aspect of the program. A similar number of respondents note specific services or benefits provided under CHOICES coverage as the best aspect of the program.

Aspects of the CHOICES Program in Need of Improvement or Change

Providers were next asked what aspects of the CHOICES program they believe are most in need of improvement, change, or elimination. The responses, grouped by subject, are presented in Table 4. (Note: respondents could provide multiple responses.)

Table 4: Aspects of the CHOICES Program in Need of Improvement or Change

Responses	Frequency
Expanded Services/Benefits	
"It could use more diagnostic testing on their coverage."	1
"They need to cover pain management better."	1
"They don't cover pain management, depression, or weight loss. They could add this."	1
"Offer more services like crowns."	1
"To extend coverage to include emergency room visits and specialists."	1
"It seems unfair that people with medical coverage without dental can't always get covered under CHOICES for dental."	1
Subtotal	**6**
Program Management	
"We can't get our patients referrals to UF."	1
"They need to improve billing procedures (claim reimbursements)."	1
"We need higher annual maximum benefits and a wider range of restorative options, like crowns."	1
"I wish they would reimburse faster."	1
"We need to have our CHOICES representative come back to our office to answer questions and enroll people."	1
"They have a lot of administrative people, but they're doing okay."	1
"Be able to let specialists make their own referrals."	1
"The third-party payer has difficulty looking up patients for verification of coverage."	1
"They need to pay doctors more money and in a timely manner."	1
"Communication of updated information to providers; communicating with third-party administrator."	1
Subtotal	**10**
CHOICES Enrollees	
"Patients who do not show up for appointments should be dismissed."	1
"There could be improvement in patients' knowing and understanding their benefits."	1
Subtotal	**2**
None/Not sure	6

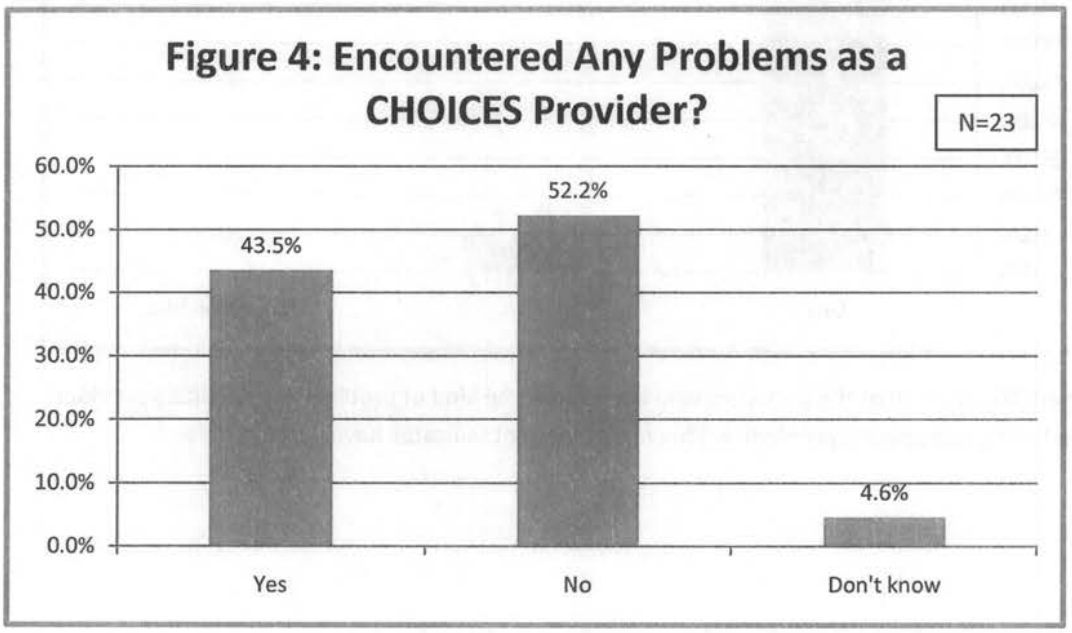
The surveyed providers offer a range of possible improvements in which they are interested – most relate to program management (reimbursement, referrals, third-party administrators, etc.) or enhanced benefits (e.g. additional types services to cover).

Issues in Serving CHOICES Participants

The final section of the survey asked providers about any problems they may have encountered in serving CHOICES participants, and what they think could be done to correct these issues.

Problems as a CHOICES Provider

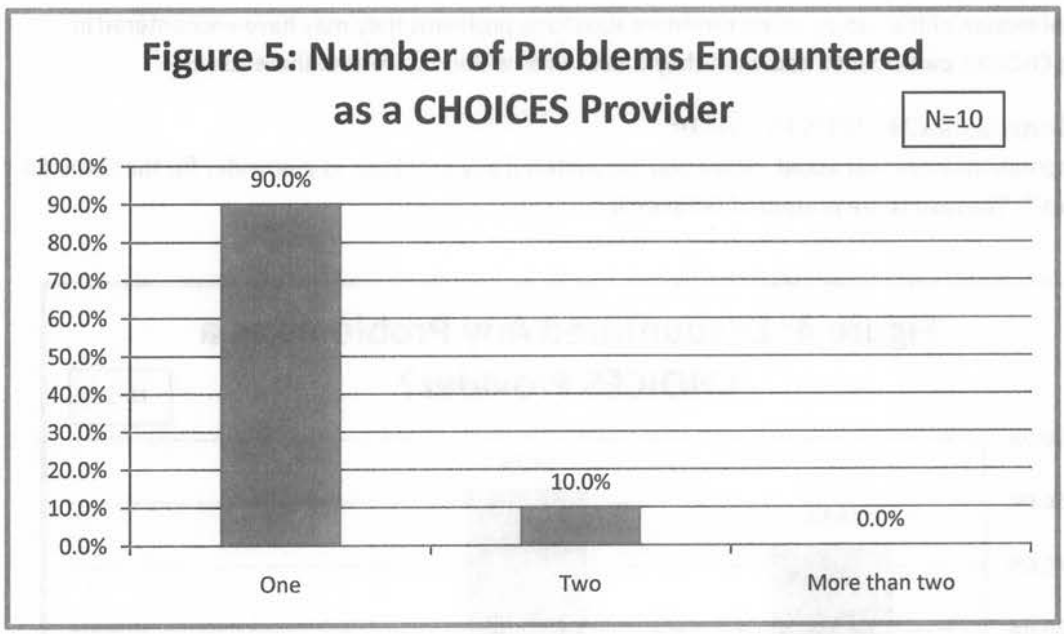
The respondents were first asked, "Have you encountered any problems as a provider for the CHOICES program?" The results are presented in Figure 4.



About two-fifths (43.5%, N=10) of the providers have encountered problems as a provider for CHOICES, while more than one-half (52.2%, N=12) have not.

Number of Problems Encountered

Those respondents who indicated that they have encountered problems as a CHOICES provider (N=10) were next asked whether they encountered one specific problem, two problems, or more than two problems. The results appear in Figure 5.



Almost all (90.0%, N=9) of the providers who have had some kind of problem as a CHOICES provider indicate having one specific problem, while one respondent indicates having two problems.

Types of Problems & Suggested Solutions

Those respondents who indicated having problems as a CHOICES provider were next asked to describe the types of problems they have encountered. Then, they were asked what they believe could be done to correct the problem. The problems, and the corresponding suggested solutions, are presented in Table 5.

Table 5: Problems Encountered by Providers with Suggested Solutions

Problem Encountered	Suggested Solution
"Getting patients seen by UF."	"UF needs to admit patients in a timely manner, particularly in orthopedic surgery."
"It can be difficult to calculate if someone has met their maximum."	"It's getting better and doable."
"It's a problem collecting co-pays."	"Educate patients and tell them how it works."
"Our main problem is a billing problem."	"They have gotten better, but I don't know why because we have electronic billing."
"Problems with the patient pool – some are not pleased because expectations are too high, or they don't show up."	"Eliminate patients who don't use the program properly."
"Referring patients to other specialties that don't accept CHOICES."	"They could insure that all specialties needed are covered."
"We did have a problem referring patients to Shands in a timely manner."	"Obtain additional providers to cover referrals."
"When CHOICES changes things, they don't notify me (i.e. referrals)."	"Notify our office of changes."
"When I refer to a specialist, they refer to another specialist, and it comes back to my office."	"Be sure the paperwork is timely to look up original referrals, and specialists should be able to contact CHOICES directly."
"Problems with recertified members not appearing on monthly member list, and TPA is unaware they have been recertified."	"I don't know their process, so I don't know."
"Having patients understand their benefits."	"Educate the CHOICES staff."

Additional Comments

Finally, providers were asked if they had any other comments about the CHOICES program that they would like to add. These comments (N=11), appear below.

- "I don't think it's a good idea to switch to Blue Cross."
- "I like it the way it is; don't go to Blue Cross."
- "When Blue Cross takes over, are CHOICES patients going to be accepted by contracted Blue Cross specialists?"
- "I like CHOICES a lot."
- "I think that the coverage is pretty comprehensive and has been expanded over the years. I really appreciate CHOICES."
- "It's a wonderful program; for the most part, the patients are considerate."
- "It's the best program in meeting unmet needs for groups that have not seen a dentist regularly."
- "My physicians also like the aspect of coverage for working people."
- "People are very happy and we love working with them."
- "The nursing on-call is very helpful for education and talking to patients."
- "They could add more dental procedures and more money for the limit."

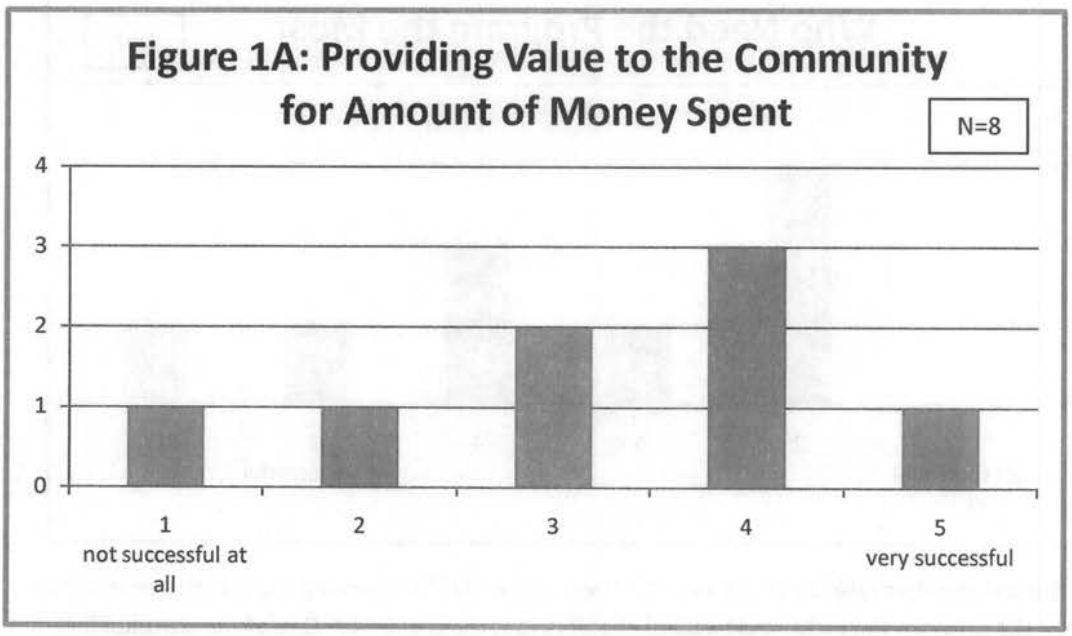
Survey of Stakeholders

Perceptions of the CHOICES Program

The surveyed stakeholders were first asked a series of questions about their general perceptions of the CHOICES program. Respondents were read a list of various management aspects of the CHOICES program and were asked to rate how successful they think the CHOICES program has been in meeting their expectations using a scale from 1 to 5, where 1 is "not successful at all" and 5 is "very successful."

Providing Value to the Community for the Amount of Money Spent

The first question in this series asked stakeholders how successful CHOICES has been in providing value to the community for the amount of money spent. The responses appear in Figure 1A.



One of the stakeholders rates CHOICES as a "5," "very successful," in providing value to the community for the amount of money spent, and three stakeholders rate them as a "4." Two of the stakeholders rate CHOICES level of success at providing value to the community for the amount of money spent in the middle of the scale as a "3." Two of the surveyed stakeholders rate CHOICES on the unsuccessful side of the scale as either a "2" or a "1."

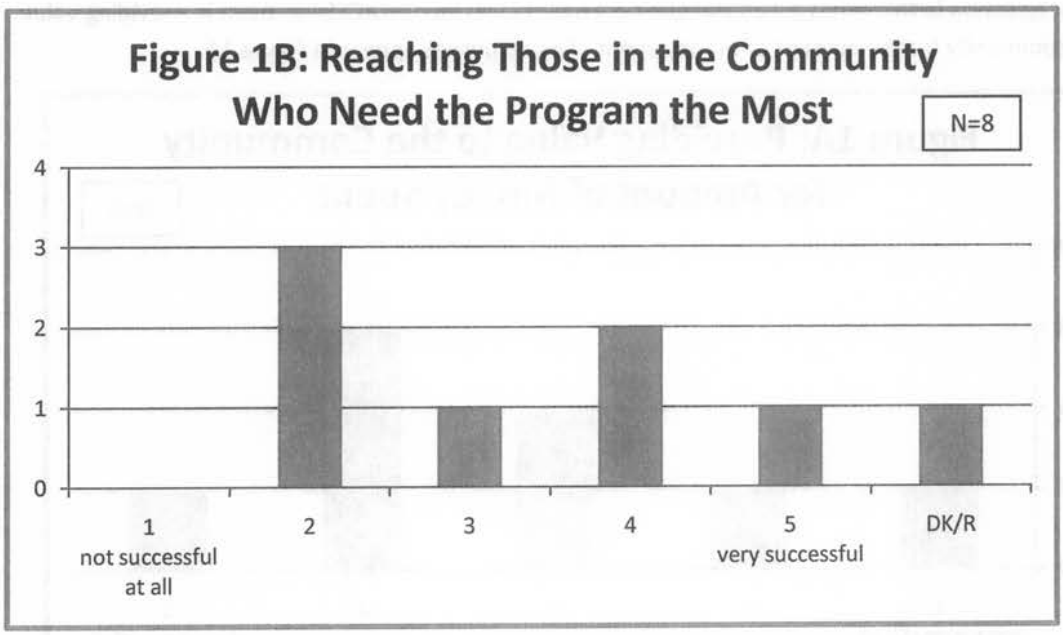
Reasons for Lack of Success in Providing Value to the Community for Amount of Money Spent

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=2) were next asked why they believe the program has been unsuccessful in providing value to the community for amount of money spent. These responses appear below.

- "It is an interesting idea and program but the county is outside of their area of expertise. Government is not good at running a novel program because it involves making changes on the fly. Government lacks the flexibility – it is better at fixed programs."
- "The target doesn't have enough population or misjudged people's desire to have healthcare. The requirements are too stringent."

Reaching Those in the Community Who Need the Program the Most

The next question in this series asked stakeholders how successful CHOICES has been in reaching those in the community who need the program the most. The responses appear in Figure 1B.



One of the stakeholders rates CHOICES as a "5," "very successful," in reaching those in the community who need the program the most, and two stakeholders rate them as a "4." One of the stakeholders rates CHOICES level of success at reaching those in the community who need the program the most in the middle of the scale as a "3." Three of the surveyed stakeholders rate CHOICES on the unsuccessful side of the scale as a "2."

Reasons for Lack of Success in Reaching Those Who Need the Program the Most

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=3) were next asked why they believe the program has been unsuccessful in reaching those in the community who need the program the most. These responses appear below.

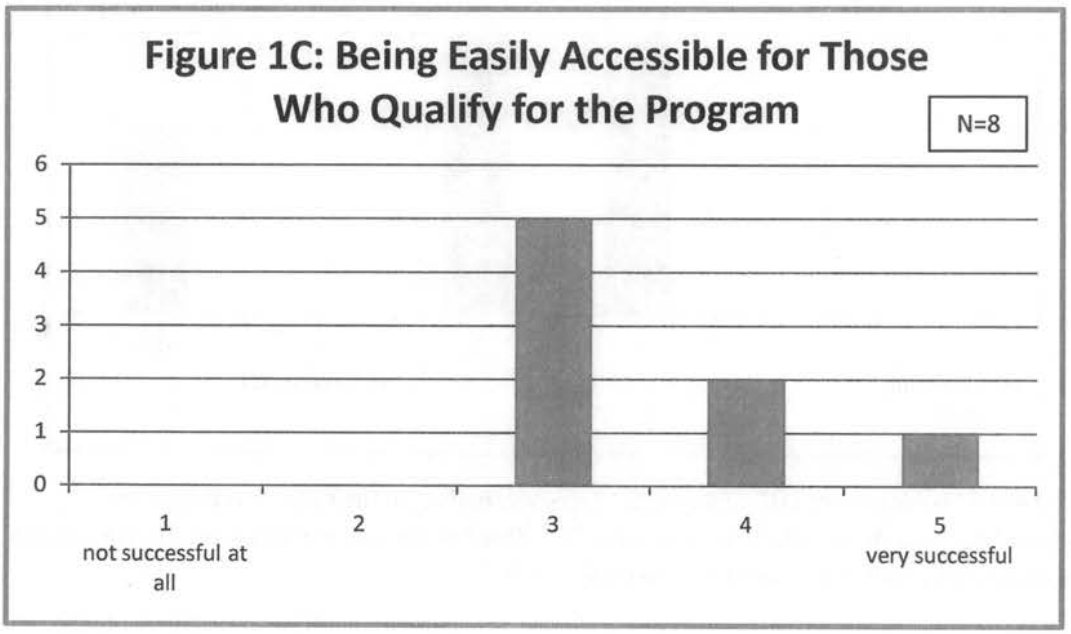
- "There was a change in three or four [CHOICES] Directors and it takes consistency and time to grow; it needs continuing outreach."
- "Could have utilized resources better than they have – advertising is too broad, it could have been directed to where possible participants are. For example, drive a bus to functions such as

high school games or large employers, rather than neighborhoods in the daytime where they only reach a few who are eligible (employed)."

- "Disconnect between population in need and satisfying strict eligibility requirements – the government wants people in need, but they haven't been able to get help."

Being Easily Accessible for Those Who Qualify for the Program

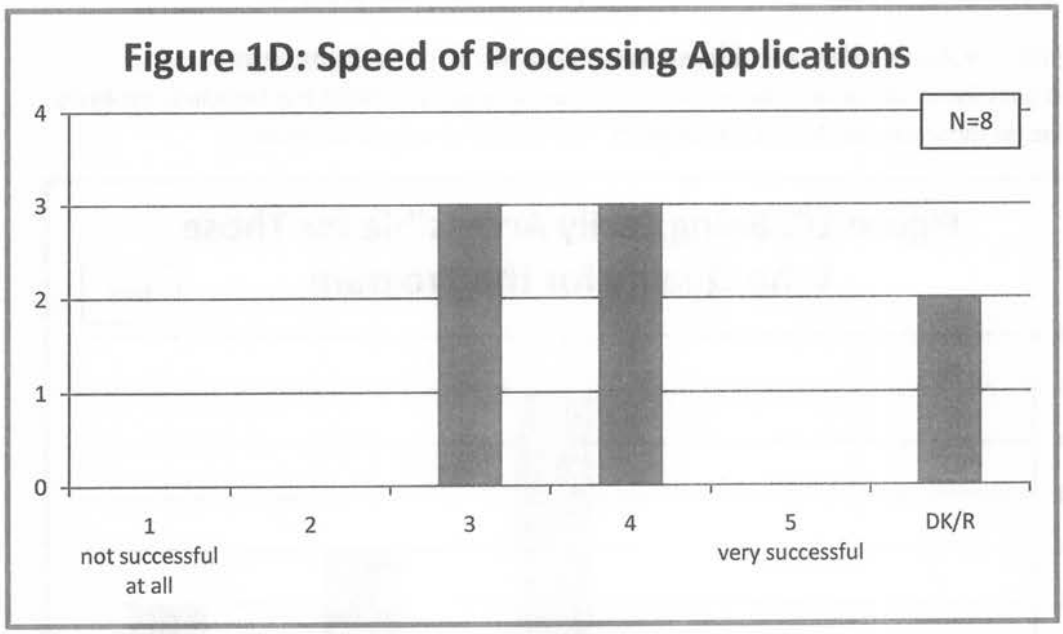
The next question in this series asked stakeholders how successful CHOICES has been in being easily accessible for those who qualify for the program. The responses appear in Figure 1C.



One of the stakeholders rates CHOICES as a "5," "very successful," in being easily accessible for those who qualify for the program, and two stakeholders rate them as a "4." Five of the stakeholders rate CHOICES level of success at being easily accessible to those who qualify for the program in the middle of the scale as a "3."

Speed of Processing Applications

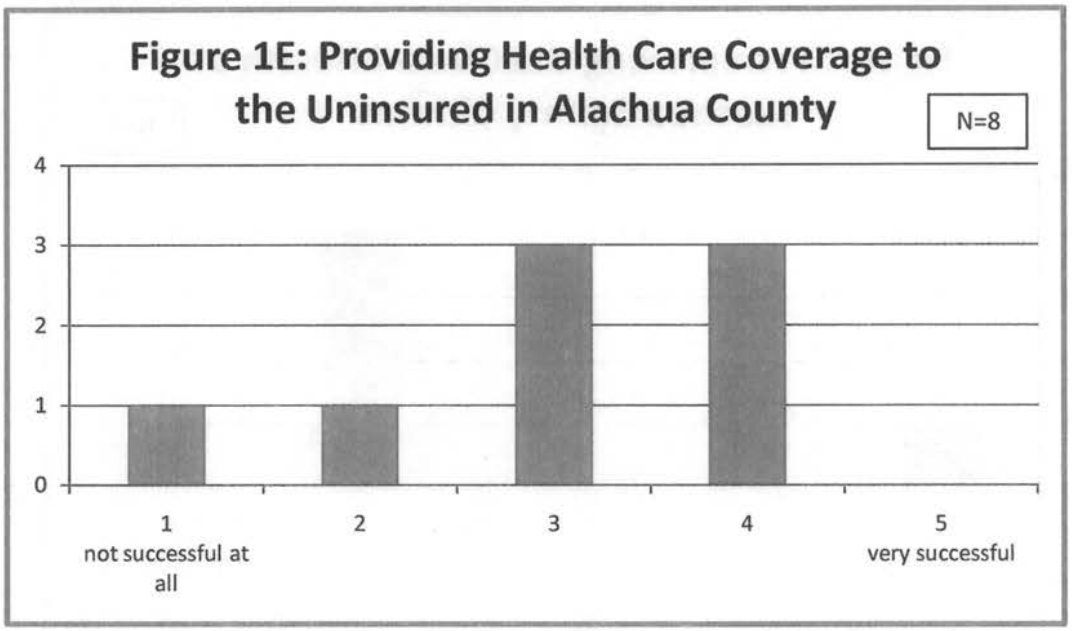
The next question in this series asked stakeholders how successful CHOICES has been in their speed of processing applications. The responses appear in Figure 1D.



None of the stakeholders rates CHOICES as a "5," "very successful," in their speed of processing applications, but three stakeholders rate them as a "4." Three of the stakeholders rates CHOICES speed of processing applications in the middle of the scale as a "3."

Providing Health Care Coverage to the Uninsured in Alachua County

The next question in this series asked stakeholders how successful CHOICES has been in providing health care coverage to the uninsured in Alachua County. The responses appear in Figure 1E.



None of the stakeholders rates CHOICES as a "5," "very successful," in providing health care coverage to the uninsured in Alachua County, but three stakeholders rate them as a "4." Three of the stakeholders rate CHOICES level of success in providing health care coverage to the uninsured in Alachua County in the middle of the scale as a "3." Two of the surveyed stakeholders rate CHOICES on the unsuccessful side of the scale as either a "2" or a "1."

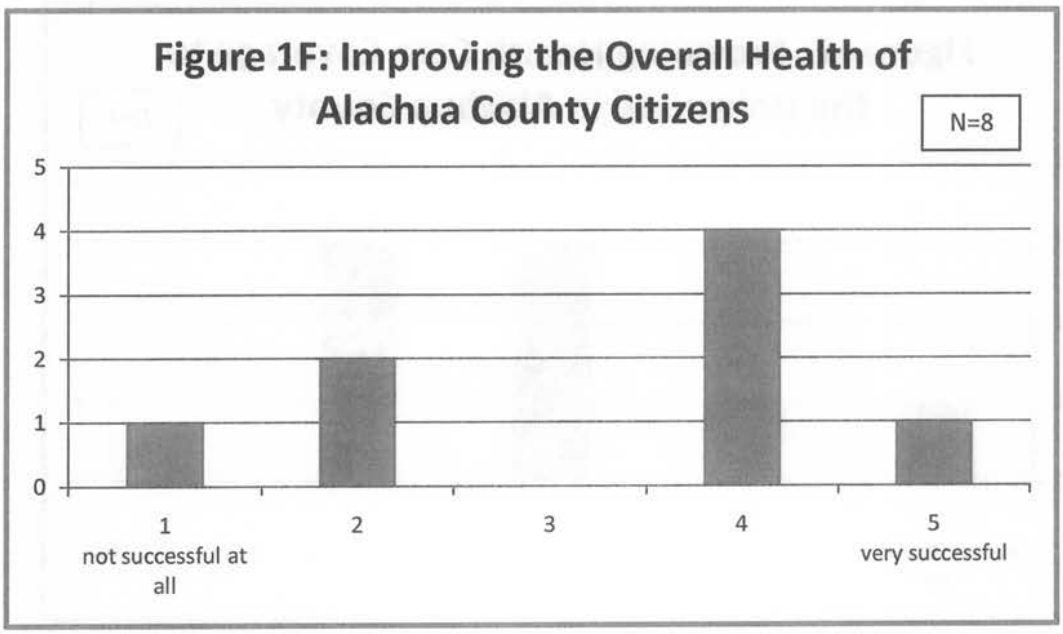
Reasons for Lack of Success in Providing Health Care Coverage to the Uninsured in Alachua County

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=2) were next asked why they believe the program has been unsuccessful in providing health care coverage to the uninsured in Alachua County. These responses appear below.

- "The program applies to only the working uninsured, which leaves out a large chunk of the population, and it has an hours requirement."
- "The eligibility criteria as written and interpreted exclude most of the uninsured."

Improving the Overall Health of Alachua County Citizens

The next question in this series asked stakeholders how successful CHOICES has been in improving the overall health of Alachua County citizens. The responses appear in Figure 1F.



One of the stakeholders rates CHOICES as a "5," "very successful," in improving the overall health of Alachua County citizens, and four stakeholders rate them as a "4." Three of the surveyed stakeholders rate CHOICES on the unsuccessful side of the scale as either a "2" or a "1."

Reasons for Lack of Success in Improving the Overall Health of Alachua County Citizens

Those respondents who rated CHOICES as unsuccessful (either a "1" or a "2," N=3) were next asked why they believe the program has been unsuccessful in improving the overall health of Alachua County citizens. These responses appear below.

- "The original target population hasn't enrolled."
- "The majority of citizens aren't eligible to be CHOICES members. It is a small percentage of the county population, but it has improved [the health] for CHOICES participants."
- "It has not been successful in covering the uninsured. It's hard to move the needle on health on the whole population. For example, if you wanted to provide free mammograms, you would have to diagnose 50 cases before making a difference in that population's health – you would have to see thousands of women. Exercising classes are nice, but they don't improve the population's health."

Summary of General Perception of CHOICES Management Tasks

The following table provides a summary of the stakeholders' ratings of CHOICES successfulness in the six management tasks evaluated. The data in the table show the total number of respondents who rate CHOICES as "successful" (providing a rating of either "4" or "5") and the total number of respondents who rate CHOICES as "unsuccessful" (providing a rating of either "2" or "1"). Those who provided a middle rating of "3" and those who either did not provide a rating or who were unsure of the rating to provide are excluded from this analysis.

Table 1: Number of Successful & Unsuccessful Ratings for Management Tasks

Task	Successful	Not Successful
Improving the overall health of Alachua County citizens	5	3
Providing value to the community for the amount of money spent	4	2
Reaching those in the community who need the program the most	3	3
Being easily accessible for those who qualify for the program	3	0
Their speed of processing applications	3	0
Providing health care coverage to the uninsured in Alachua County	3	2

The stakeholders who completed the survey were most likely to rate CHOICES as "successful" in improving the overall health of Alachua County citizens (N=5, 62.5%), and providing value to the community for the amount of money spent (N=4, 50.0%).

Only three out of eight stakeholders rate CHOICES as "successful" in reaching those in the community who need the program the most; being easily accessible for those who qualify for the program; their speed of processing applications; and providing health care coverage to the uninsured in Alachua County.

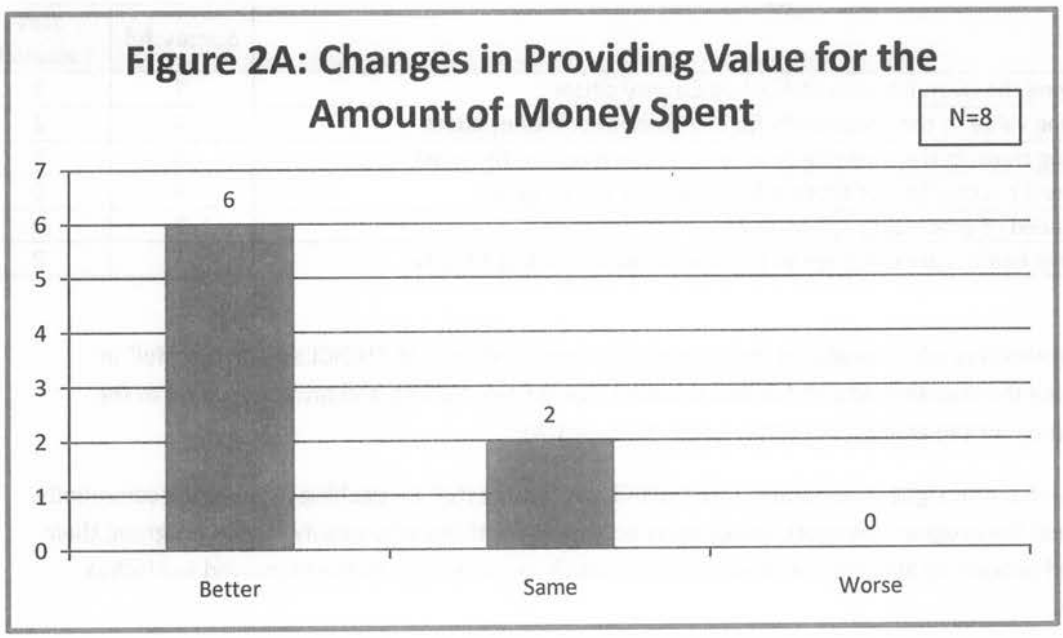
Providers were most likely to rate CHOICES as "unsuccessful" in improving the overall health of Alachua County citizens and reaching those in the community who need the program most – three stakeholders provide "unsuccessful" ratings for each of these tasks.

Changes in CHOICES Management Tasks

The surveyed stakeholders were next read the same list of management aspects of the CHOICES program and were asked whether they think CHOICES is doing a better job, about the same job, or a worse job today than when the program started.

Changes in Providing Value to the Community for the Amount of Money Spent

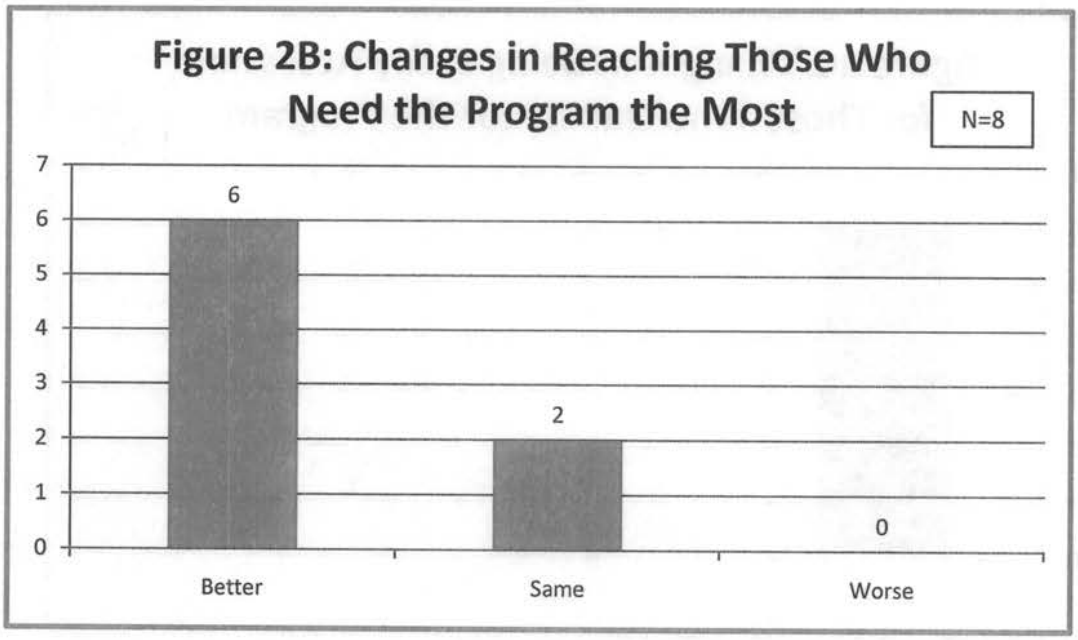
The first question in this series asked stakeholders whether CHOICES is doing a better job, about the same job, or a worse job today in providing value to the community for the amount of money spent than when the program started. The responses appear in Figure 2A.



Six of the eight surveyed stakeholders think that CHOICES is doing a better job today in providing value to the community for the amount of money spent than they were when the program started. Just two of the respondents think CHOICES is doing about the same job of providing value for the amount of money spent, and none feels they are doing a worse job.

Changes in Reaching Those in the Community Who Need the Program the Most

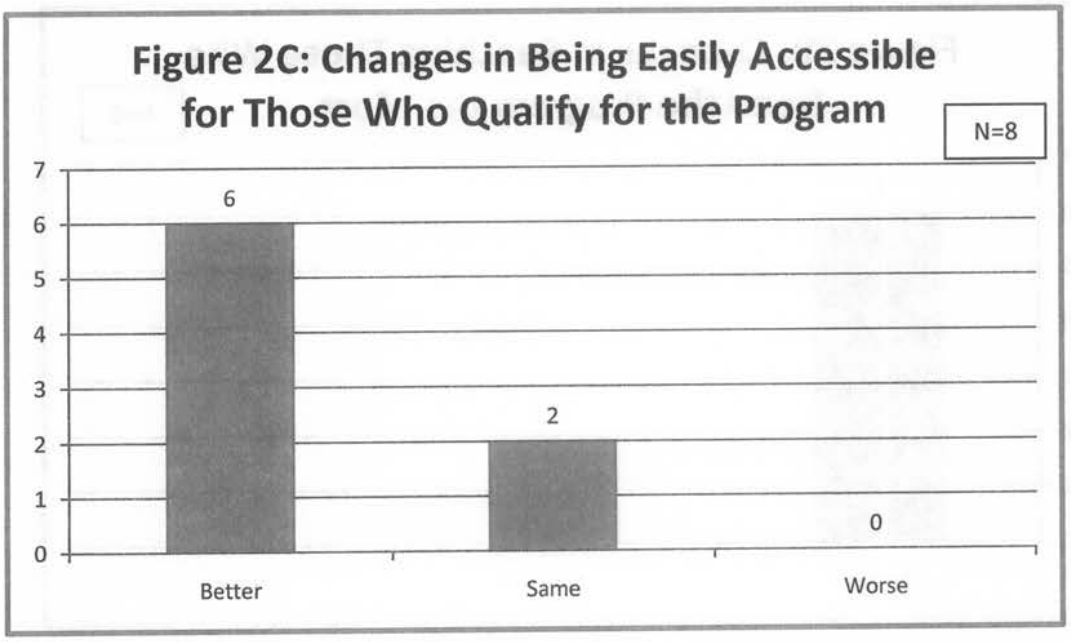
The next question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today in reaching those in the community who need the program the most than when the program started. The responses appear in Figure 2B.



Six of the eight surveyed stakeholders think that CHOICES is doing a better job today in reaching those in the community who need the program the most than they were when the program started. Just two of the respondents think CHOICES is doing about the same job of reaching those who need the program the most and none feels they are doing a worse job.

Changes in Being Easily Accessible for Those Who Qualify for the Program

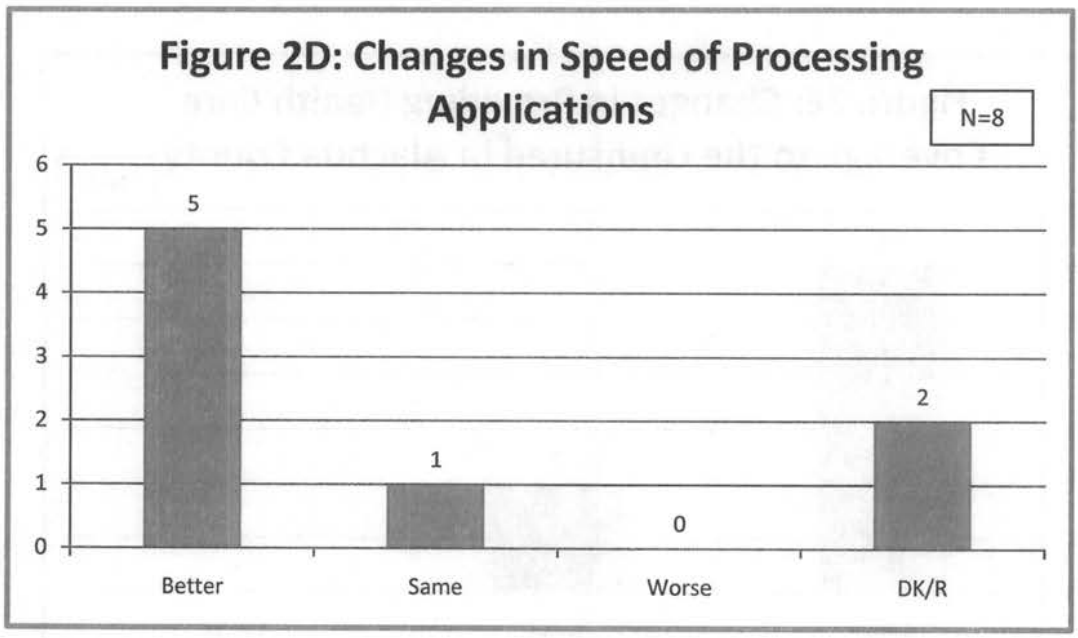
The next question in this series asked stakeholders whether CHOICES is doing a better job, about the same job, or a worse job today in being easily accessible for those who qualify for the program than when the program started. The responses appear in Figure 2C.



Six of the eight surveyed stakeholders think that CHOICES is doing a better job today in being easily accessible for those who qualify for the program than they were when the program started. Just two of the respondents think CHOICES is doing about the same job of being easily accessible for qualified individuals, and none feels they are doing a worse job.

Changes in Speed of Processing Applications

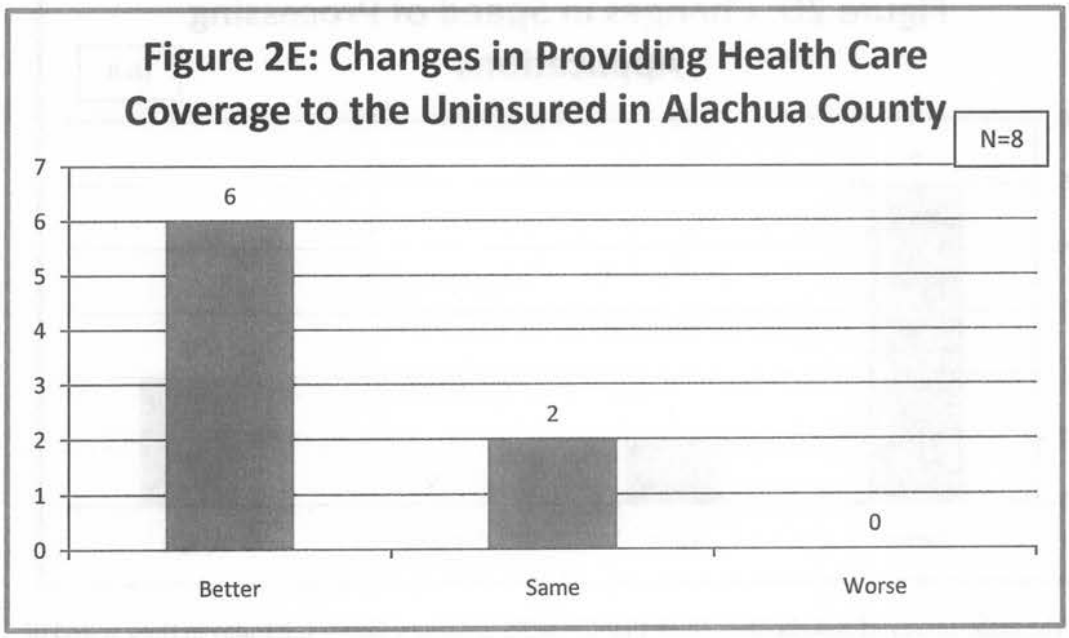
The next question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today providing CHOICES members with their speed of processing applications than when the program began. The responses appear in Figure 2D.



Five of the eight surveyed stakeholders think that CHOICES is doing a better job today in their speed of processing applications than they were when the program started. Just one of the respondents thinks CHOICES is doing about the same job in their speed of processing applications, and none feels they are doing a worse job. Two of the stakeholders are unsure of possible change in this regard.

Changes in Providing Health Care Coverage to the Uninsured in Alachua County

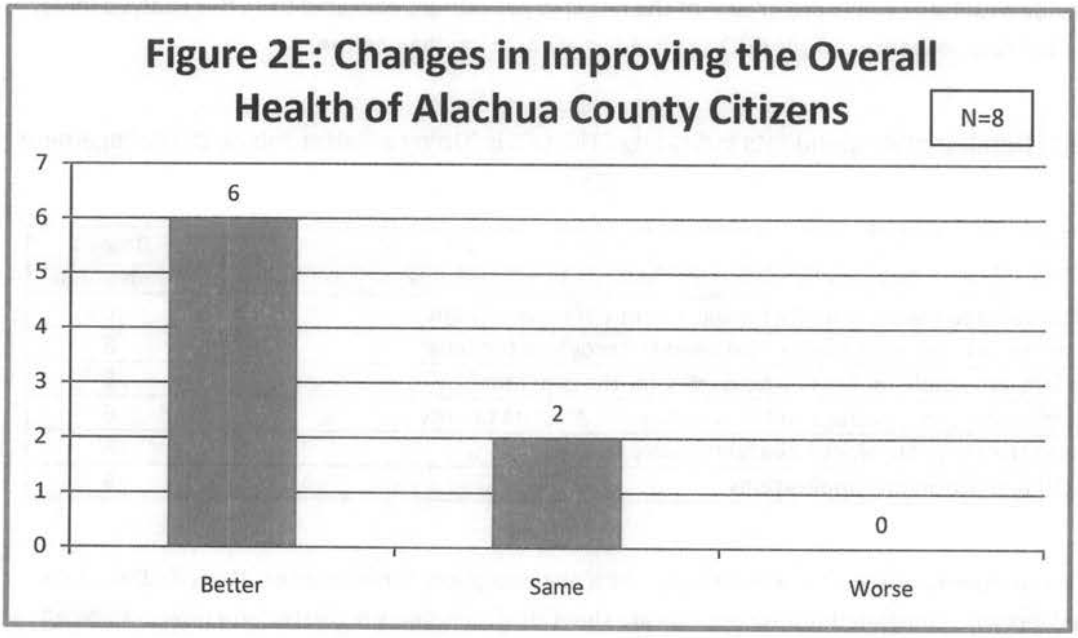
The next question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today in providing health care coverage to the uninsured in Alachua County than when the program began. The responses appear in Figure 2E.



Six of the eight surveyed stakeholders think that CHOICES is doing a better job today in providing health care coverage to the uninsured in Alachua County than they were when the program started. Just two of the respondents think CHOICES is doing about the same job of providing health care coverage for the uninsured in Alachua County, and none feels they are doing a worse job.

Changes in Improving the Overall Health of Alachua County Citizens

The last question in this series asked providers whether CHOICES is doing a better job, about the same job, or a worse job today in improving the overall health of Alachua County citizens than when the program started. The responses appear in Figure 2F.



Six of the eight surveyed stakeholders think that CHOICES is doing a better job today in improving the overall health of Alachua County citizens than they were when the program started. Just two of the respondents think CHOICES is doing about the same job of improving the overall health of Alachua County citizens, and none feels they are doing a worse job.

Summary of Perceptions of Changes in CHOICES Management Tasks

The following table provides a summary of the stakeholders' assessment of whether CHOICES is doing a better job, about the same job, or a worse job in the six management tasks evaluated. The data in the table show the total number of respondents who think CHOICES is doing a better job now than when the program started. Those who say that CHOICES is doing about the same job and those who either did not provide a rating or who were unsure of the rating to provide are excluded from this analysis (note: none of the respondents indicates CHOICES is doing a worse job than before).

Table 2: Number of Respondents Indicating CHOICES is 'Doing a Better Job' with Management Tasks

Task	Doing a Better Job
Providing value to the community for the amount of money spent	6
Reaching those in the community who need the program the most	6
Being easily accessible for those who qualify for the program	6
Providing health care coverage to the uninsured in Alachua County	6
Improving the overall health of Alachua County citizens	6
Their speed of processing applications	5

All of the improvement scores are quite high. With one exception, three-quarters (N=6, 75.0%) of the stakeholders who completed the survey indicate that CHOICES is doing a "better" job now than when they started with key management tasks.

Best Aspects of the CHOICES Program

Stakeholders were next asked what they think the best aspects of the CHOICES program are. The responses, grouped by subject, are presented in Table 3. (Note: respondents could provide multiple responses.)

Table 3: Best Aspects of the CHOICES Program

Responses	Frequency
Provides Needed Coverage	
"Improving access and availability and providing healthcare to the uninsured."	1
"Someone can get health insurance who couldn't afford it."	1
"Providing care for the working poor."	1
"CHOICES is there for those who truly need insurance and are not looking for a handout; for those who are working (because ineligible are taken off the list)."	1
"Providing access to care for the working poor."	1
Subtotal	**5**
Services/Benefits Provided by the Program	
"The nutrition wellness program."	1
"The health and wellness program."	1
"Providing access to oral health services (dental), primary care home-base, some specialty medical services, and community health programs."	1
"Health and wellness education outreach component – the Health Department in partnership with Shands Healthcare – because that's what the community sees."	1
Subtotal	**4**
Other	
"Good that the County populace is willing to try an experiment to improve health – it is a noble attempt."	1
"Money has gone to CHOICES and has not been diverted by the County to other programs. Grant money was given to programs such as the FluMist vaccine program, which benefitted members and others."	1
Subtotal	**2**

Many of the stakeholders surveyed cite the fact that CHOICES provides health coverage for working citizens who cannot otherwise afford insurance as the best aspect of the program. A similar number of respondents note specific CHOICES programs as the best aspect of the program.

Aspects of the CHOICES Program in Need of Improvement or Change

Stakeholders were next asked what aspects of the CHOICES program they believe are most in need of improvement, change, or elimination. The responses, grouped by subject, are presented in Table 4. (Note: respondents could provide multiple responses.)

Table 4: Aspects of the CHOICES Program in Need of Improvement or Change

Responses	Frequency
Expanded Services/Benefits	
"Access to in-patient hospital services, behavioral health services."	1
Subtotal	**1**
Program Management	
"Concentrate more on recruitment efforts – though Maurice Small is very visible in the community at events, he needs help. The program is under-staffed – it would improve processing time of applications – they could recruit more participants if there were more staff."	1
"Continue focus on the original mission vs. diluting the mission by continuing to expand, including programs and organizations that are outside the mission."	1
"Eligibility criteria; methodologies for delivering resources."	1
"Reaching those who qualify for enrollment."	1
"If allowed to sunset, resources should be restricted to allow the program to continue as long as possible to provide care for the working uninsured."	1
"The program has moved very slowly to providing care to the working poor – it took a long time for implementation."	1
Subtotal	**6**
Not sure	1

The surveyed stakeholders offer a range of possible improvements in which they are interested – most relate to program management and focus on recruitment, a focused mission, and allocating resoures.

Specific Suggestions for Improving CHOICES

Stakeholders were next asked whether they had specific suggestions for ways that the CHOICES program could improve its performance in the six management tasks previously noted. Those respondents who indicated that they had specific suggestions were asked to detail those ideas, which are presented in the sections that follow.

Suggested Improvements for Providing Value to the Community for the Amount of Money Spent

Six of the eight stakeholders indicated that they had specific suggestions for ways CHOICES could provide better value to the community for the amount of money spent. These ideas are presented below.

- "Make requirements less strict to increase enrollment."
- "Need to get more people enrolled because the funding is there."
- "Improve the recruitment process and process applications in a more timely manner."
- "Providing help with prescription medication if they're not already doing it; providing mental health services."
- "Tightening of services so they last as long as possible; funding from philanthropy rather than tax money; invest funds in something at a higher rate of return so that it can be funded from interest."
- "Spend the money on public health issues, i.e. immunization for children and adults, diabetes and hypertension screenings; reaching the population rather than the individual is more effective in improving the overall health of the County; provide insurance through programs in existence rather than administered by County government."

Three of the six responses focus on increasing or improving the program's enrollment and recruitment, so that more people in the community are served for the money spent. One response focuses on increasing value by expanding the services offered. Two of the ideas are linked specifically to funding sources and use of funds.

Suggested Improvements for Reaching Those in the Community Who Need the Program the Most

Five of the eight stakeholders indicated that they had specific suggestions for ways CHOICES could reach those in the community who need the program most. These ideas are presented below.

- "As the criteria is [sic] 20 hours a week, target small businesses where there are a greater number of part time people employed."
- "Work with churches to raise awareness and increase enrollment; more money spent on general advertisement."
- "Expand on advertising and have physicians refer patients without insurance to the program."
- "Target individuals – go to employers in the community."

- "Set up gatherings in community centers, grocery stores, churches; media campaign to make sure that all who are eligible are aware of it; establish a presence in elementary schools in order to enroll families."

Two if the ideas suggest targeting employers in the community; two suggest additional advertising; one suggests working with churches; one suggests physician referrals; and, one suggests community-based events.

Suggested Improvements for Being Easily Accessible for Those Who Qualify for the Program

Three of the eight stakeholders indicated that they had specific suggestions for ways CHOICES could be more easily accessible for those who qualify for the program. These ideas are presented below.

- "Taking applications to where people are; more fairs, though they probably already do that; go outside Gainesville to rural areas."
- "More places to enroll; more manpower to assist."
- "Continue to keep the sign-up process streamlined."

Suggested Improvements for Speed of Processing Applications

Just one of the eight stakeholders indicated that he or she had specific suggestions for ways CHOICES could improve the speed of processing applications. These ideas are presented below.

- "More staff processing applications; cut back on the amount of paperwork required."

Suggested Improvements for Providing Health Care Coverage to the Uninsured in Alachua County

Four of the eight stakeholders indicated that they had specific suggestions for ways CHOICES could provide health care coverage to the uninsured in Alachua County. These ideas are presented below.

- "Would have to change eligibility requirements again and lower the number of hours working."
- "Reduce the requirements, reducing the amount of salary earned."
- "Easing up on eligibility requirements."
- "Expanded to cover more people – those who become unemployed could continue in the program for a certain amount of time, but not indefinitely. It could act as an incentive to find another job."

Three of the four ideas focus on making CHOICES eligibility requirements less stringent than they currently are, and one suggests allowing participants who become unemployed to remain in the program for some span of time.

Suggested Improvements for Improving the Overall Health of Alachua County Citizens

Five of the eight stakeholders indicated that they had specific suggestions for ways CHOICES could improve the overall health of Alachua County citizens. These ideas are presented below.

- "More help for safety-net organizations."
- "Address obesity and smoking."
- "Need larger presence in the media."
- "Partner with area hospitals, health clubs, employers, etc. to provide education. For example, smoking cessation – if they have a class for members, non-members can also attend at no cost. Weight loss programs, screening for diabetes, learning self-exams, etc. can improve the health of the entire county."
- "Could never be substantial enough to accomplish that goal."

Other Suggested Changes for the CHOICES Program

Beyond the specific list of management tasks, stakeholders were also asked if there are any other ways they would change the CHOICES program to make it more effective. Two of the eight stakeholders offered suggestions, which are presented below.

- "Cover hospitalization."
- "Add hospital-based services."

Other Comments about CHOICES

Finally, the stakeholders were asked if they would like to add any other comments about the CHOICES program. Four of the eight stakeholders contributed additional comments, which appear below.

- "It is a positive effort and it is worthwhile to help those in need."
- "I think after voting on it in a popular election, changes shouldn't be made by County Commissioners that expand the original mission of the program and overall use of funds or change in scope."
- "Great program – I wish it would continue beyond December 2011. It should be a model for other communities."
- "CHOICES staff has been professional and diligent in improving the program over the last five years."

Focus Groups with Enrollees

Joining CHOICES

The first section of the focus group discussion protocol included questions about how and why participants joined the CHOICES program. Specifically, the moderator asked participants to discuss any issues they had with getting health coverage before joining CHOICES; any issues they had with applying to the program, being accepted, or filling out the initial paperwork; and, any problems they may have had with completing the 'Provider Election Form' to choose a primary care doctor.

Lack of Coverage before CHOICES

The moderator began the discussion by asking the participants to talk about how and why they joined the CHOICES program, prompting specifically for information about why they didn't have insurance prior to joining the program and how they heard about CHOICES.

- *Most of the participants did not have health care coverage prior to joining CHOICES because either the insurance offered by their employers was too expensive for them to purchase, or because their employers did not offer insurance at all.*

The current enrollees' most frequently cited reason for not having health insurance coverage before joining CHOICES is that the insurance plans offered by their employers were beyond their means to buy. At least six of the participants note that although their employers do offer insurance coverage to employees, it is simply too expensive for them to afford. One participant notes, "My insurance at my job was way too much; it was more than accidental insurance. It wasn't something that benefitted me. I'm a single mom, two kids, no other support, so I couldn't afford it." Another group member says, "...at my job the insurance was too high. For the first nine months, you had to pay $393 and then it dropped down to $97." Prior to joining CHOICES, one participant was "paying $400 a month" for insurance through his/her employer, and another says "...almost a quarter of my check would have gone to health insurance, which is prohibitively expensive for me."

Several other participants indicate that they did not have coverage prior to CHOICES because their employers do not offer coverage at all, and a few who are self-employed could not afford to buy private insurance.

Finding Out About CHOICES

The focus group participants found out about the CHOICES program in a number of ways. Many first heard about the program from co-workers who were already participants. Others report finding out about the program from posters, commercials, or from friends and family members.

Applying to the Program & Initial Paperwork

The moderator next asked if the participants had any problems applying to the CHOICES program, being accepted, or filling out the initial paperwork, and then asked follow-up questions about any issues noted.

- *Very few of the participants indicate any kind of issues with applying to the CHOICES program or completing the initial paperwork. The vast majority of participants note a smooth and simple process for application and acceptance. One person who had an issue with their paperwork reports that the problem was fixed right away and that the staff was very helpful in completing the forms and resolving the issue. Another participant notes that he or she attempted to apply to the program very early in its existence and found it too complicated, but upon reapplication in 2009, found the process much easier and issue-free.*

Overall, the vast majority of the focus group participants report no issues in applying to CHOICES, being accepted into the program, or in completing the required initial paperwork. Several participants note that they filled out the paperwork (either in-person or on-line) and then called for follow-up confirmations and additional information and found the CHOICES staff very "helpful" and "knowledgeable about what they're doing."

Only three of the participants cite any kind of issue with applying for the program or the associated paperwork. One person, who has an unusual social security number, had an issue with his or her paperwork, but notes: "I only had to make one phone call and the girl was like, 'Oh, I'm sorry,' and she fixed it right away." Another participant moved in the course of beginning the program and had to make a change to the paperwork after providing confirmation of the new address. He or she says, "...I came up there and fixed it. The lady was really nice and I took care of it really fast."

One other group participant notes that he or she first attempted to apply to CHOICES near the program's inception in 2004, but did not complete the process because of the complication: "...because of the stipulations they put on it, I just felt it wasn't worth my time. I just pushed it to the side." However, the process was much improved by the second time the person applied in 2009: "...when I signed up the second time, they didn't do that they changed. I had no problem; it went straight through."

Choosing a Primary Care Physician

The moderator next transitioned the conversation to the process of choosing a primary care doctor and completing the "Provider Election Form," and then asked follow-up questions about any issues noted.

- *None of the participants report having trouble selecting a primary care doctor, although some do note that they had to choose a new primary practice when certain clinics closed. Those who did have to make a change say that it was a smooth process to transition. Many of the enrollees report that they chose their primary care physician via a phone call to CHOICES rather than completing the "Provider Election Form" by hand. In addition, many participants seemed to have a perception that provider options were more limited in the past, but are better now.*

Overall, none of the enrollees reports having difficulty selecting a primary care physician. Many of the focus group participants indicate that the primary physicians they were already seeing prior to joining CHOICES were providers with the program, so they simply retained their current doctors. Others selected a primary care provider they knew (a spouse's doctor, a friend of the family, etc.).

Many participants, however, chose a primary care doctor based on convenience. Some chose based on geography – selecting the closest provider to their homes, and other chose based on scheduling. For example, several participants said they selected the "After Hours Clinic" as their provider because they offer appointments later than many other practices and on Saturdays.

When asked more specifically about the process of indicating their provider option to CHOICES, many participants say they simply indicated their choice while on the phone with the CHOICES office rather than completing the "Provider Election Form" by hand and submitting it. For example, one participant says: "I never saw one [a 'Provider Election Form']. I was on the phone and I inquired about who or what doctor ... for a provider list and who I could go to. I just picked on the phone who I wanted." Those who did complete the form did not report issues with understanding or completing it.

Additionally, some focus group participants who have been enrolled in the CHOICES program for longer spans of time expressed a feeling that provider options were more limited in the past, but that this has improved. One person notes, "I kind of wished at the time [two years ago], that there had been more of a selection because it was kind of limited..."; but when asked if this has changed, he or she says "it has" and specifies that more "convenient" options are available now.

CHOICES Services

The next section of the focus group discussion protocol included questions about the CHOICES services the participants use and their experiences with those services. First, the moderator focused on "Primary & Preventative" care services, prompting for participants' satisfaction with the care provided, any problems enrollees may have encountered, and any changes they might suggest. Next, the moderator shifted the focus to the other types of services CHOICES provides, such as the Disease Management Program, Dental services, and Prescription Drug coverage, again prompting for participants' satisfaction with the care provided, any problems enrollees may have encountered, and any changes they might suggest.

Primary & Preventative Care Services

Participants were first asked to discuss any issues they might have with scheduling, appointments, or care from their primary care providers; their satisfaction with primary and preventative care through CHOICES; and, any changes they think might improve these services.

- *Overall, participants are very pleased with the primary and preventative care services they receive from CHOICES providers. A few participants note that they sometimes have difficulty getting in to see their primary care doctors when immediate sicknesses, the flu, etc. occur, and one notes that is sometimes difficult to get health questions answered by the doctor outside of regularly scheduled appointments. One participant suggests reduced-cost gym memberships as a potential improvement to the "preventative care" services CHOICES offers, noting that weight loss is required to improve his health and access to a gym would aid in this cause.*

On the whole, the focus group participants are very pleased with the primary and preventative care services they receive from their CHOICES providers. Most echoed this participant's sentiment: "I haven't had any problems...the office I go to is very, very capable and there are never any problems there at all." A few participants note that while they do not have problems scheduling regular appointments, they do sometimes have trouble getting in to see the doctor when an immediate care problem such as the flu arises: "You get sick one day and need to talk to him and see him and find out what's wrong with you and then you can't get scheduled. The line is full." Another participant says that he or she sometimes has an issue with getting an answer to questions from the doctor outside of regular appointments. Both of these issues, participants note, are unique to the doctor/practice and not direct problems with CHOICES.

The moderator also asked participants what other types of primary or preventative care services they might be interested in CHOICES providing, or what changes might improve the program. One participant is interested in regular exercise as part of a "preventative" care regimen and is interested in CHOICES sponsoring reduced-cost gym memberships, perhaps based on a recommendation by a primary care doctor. Several others in the group agreed that it was a service they would also access, if available.

Other CHOICES Services

Participants were next asked to focus on any other CHOICES services they may use, such as the Disease Management Program, Dental services, and Prescription services. They were asked talk about any issues they might have with scheduling, appointments, or care from specialists or in these specialized programs; their satisfaction with these CHOICES services; and, any changes they think might improve these services.

- *Participants report using a wide array of CHOICES services, including the Disease Management Program, Dental services, Medical Specialists, Prescription Services, and health and wellness exercise classes. Overall, they are very satisfied with these services, but do note a few issues. Some participants indicate that specialists they have been referred to by their primary care doctors are not aware of the co-pay structure of CHOICES and may charge incorrect or varying amounts for appointments. Similarly, some dentists that participants have visited are uninformed of the price structure for some services.*
- *The most notable issue for many of the focus group participants is lack of coverage for emergency room visits. Although most knew that urgent care is covered rather than emergency room care, several of the participating enrollees were unaware of this condition of the CHOICES program. At least one participant visited an ER (at NFRMC) and was told the care would be covered, only to later receive a $1,000 bill. Most participants would like some type of ER coverage (even partial coverage) through CHOICES for times when urgent care centers and similar clinics are not open and an emergency room may be the only viable option.*

Almost all of the focus group participants utilize CHOICES dental services and prescription drug services, and are very pleased with these services. One participant notes, "...the dental, I had a lot of work done on my teeth, I've taken advantage of it and had a great experience everywhere I've gone." Those with chronic diseases, such as diabetes, that require regular maintenance medications were helped the most by the prescription services. One participant who is diabetic says: "I've had insurance before that would not cover injectibles. ... [On CHOICES] I took it to the pharmacy and I checked out, it was $5 a piece. And I was like, wow! Even the test strips, two boxes – which off the counter are close to $30 a box on the low-end – it was $5 for two boxes." Another participant notes, "I was paying $70 for a prescription and when I got on CHOICES, I was paying $5. So, it's really good." A participant who works for CVS pharmacy and sees many coverage plans adds: "...when you see CHOICES insurance, this is one of the best insurances there is."

Several of the participants also use the CHOICES Disease Management Program (one for weight management, one for a liver condition, and several for diabetes), and report positive outcomes: "I had to lose a lot of weight. I was a size 22; now I got down to a size 14 ... I changed the way I eat." Participants who use the Disease Management Program indicate solid follow-up and guidance. One participant says, "You have the coach, the diabetes coach, the nutritionist [to help you through the regimen of what you need]," and another notes, "I have a nurse that calls me once a month."

There are, however, a few issues that participants raise about other CHOICES services. Some participants indicate that specialists they have been referred to by their primary care doctors are not

aware of the co-pay structure of CHOICES and may charge incorrect or varying amounts for appointments. One participant notes: "I've used several different specialists ... the only problems I've had is some of them don't know what your co-pay is. One time I might pay $10, another time it's $25." Similarly, some dentists that participants have visited are uninformed of the price structure for some services. A participant explains: "When I went to the dentist, to get a cleaning and they needed to do something special. ...And I called CHOICES to see and she couldn't figure out how much. It took a period of two weeks of them trying to figure out how much this was going to be ... CHOICES couldn't figure it out."

The most notable issue for many of the focus group participants is lack of coverage for emergency room visits. Although most knew that urgent care is covered rather than emergency room care, several of the participating enrollees were unaware of this condition of the CHOICES program. One participant recounts this story:

> I had to go to the emergency room because my knee was swelling up and it wasn't right...but I got there and [they told] me that CHOICES didn't cover it. And I was like, "Yes it does, it covers everything." And they [said], "No, it doesn't." ... And, so, I'm in pain, on the phone calling CHOICES and ... I had to go back and apologize, I was freaking out because I didn't know they didn't cover that.

Another focus group participant in a similar situation went to the ER, but wound up paying out-of-pocket because he or she was unaware as well:

> The only problem I had was when I went to the emergency room once because I had this horrible ear infection and I asked the lady before I went in, "is this covered by CHOICES?" And there was some kind of miscommunication over at NFRMC, I guess...the lady said, "Yeah, you're covered." ...So, I said, "Okay, let's do it," because I couldn't get in to see my primary. It was just one of those things, it was on the weekend...and she said CHOICES covers it and then I get this bill for $1,000. I mean, I was like, wow!

After hearing the stories, several other participants indicated that they were also unaware of the lack of ER coverage, though many did say they know that only emergency visits to urgent care are covered under the program. Most participants indicate that they would like some type of ER coverage (even partial coverage) through CHOICES for times when urgent care centers and similar clinics are not open and an emergency room may be the only viable option.

One participant also expressed interest in CHOICES providing other types of partially subsidized programs for those in the community whose incomes are too high to qualify for CHOICES, but who still cannot afford private insurance. He or she suggests higher co-pays or premium payments for these participants, to make the plan equitable.

Quality of Life

The final section of the discussion protocol focused on the impact the CHOICES program may have had on the participants' quality of life. The moderator asked specifically about any reduction in participants' health care costs; any impact on employment; and, any changes in health, lifestyle, or quality of life as a result of joining the CHOICES program.

- *On the whole, the participants report that joining the CHOICES program has greatly improved their quality of life. Several people note that having CHOICES health coverage has relieved a lot of stress in their everyday lives. Many participants have improved their health substantially, and progressed to preventative initiatives, having taken care of lingering medical maintenance issues. CHOICES has also opened new opportunities for many participants – several enrollees have saved enough money to go on more family outings, to start attending college, and to retain jobs that do not offer health coverage.*

Health Care Costs

Several of the participants, particularly those with chronic medical conditions like diabetes and those who were previously paying very high premiums at their jobs, note that the reduced financial burden provided by CHOICES has been a huge stress relief for them. Many credit CHOICES with allowing them to access care that they never could have paid for without the program, leading to better health. One participant says, "I would have never been able to afford the dental part because teeth cleaning today is $60, $80, a filling is over $100 ... I would have a mouth with nothing in it! So, all I can say is, thank God for CHOICES." Another tells this story:

> It's just the cost alone – it's made a huge difference. You know, I don't have to worry about, I've got a cough and I have to be careful about getting sick and stuff. About a month ago, I started having a really bad earache one night, and the next day I went to the doctor and he said it was an ear infection. Well, during the day that day, I felt a difference in how my face felt ... I went back to the doctor on Friday and I had Bell's Palsy. ... I didn't have to sit back and worry – I can't go to the doctor today, I've got to eat today. Ten dollars later and $10 of prescriptions, I was out the door. It has really relieved a lot of stress.

A number of the focus group participants told similar stories of the relief provided by CHOICES coverage. The cost-effectiveness of the coverage has allowed many to address health issues that they would not otherwise have been able to afford: "I went over a year and a half without any kind of doctors or anything because I couldn't afford to go. And since [joining CHOICES], I've been playing catch-up for the damage I caused for not going, and moving in the right direction." Another says, "It had been a huge stress for me financially, and just knowing I can get all the things I've been wanting to get addressed taken care of ... now I'm actually into preventative stuff. I worked to get caught up with maintenance, and now it's preventative which is good, very helpful."

Retaining Employment

Several respondents indicate that CHOICES health coverage has allowed them retain employment – either because their health care costs are covered or because their improved health has allowed them to keep working. One participant who made a career change says:

> It's a big relief – I switched careers and it was scary making x-amount of money, a serious decrease, because I have to climb the ladder all over again. Trying to pay that insurance because I do need it and it was really stressing me out. I got on CHOICES and dropped COBRA – it was the best thing I did. ... And, now I'm able to stay on this job. I really enjoy what I do and it's less money, but of course, when I balance it out, it makes it worth it.

Another participant notes that the medical care received from CHOICES allows him to work pain-free:

> I've had multiple back surgeries from wrestling in high school, so [on CHOICES] I got to see my primary care doctor and get on regular medication. It would take that back pain away so I could work and go to school and bend over and not be in pain all day. I'm not even sure I could be in the biomedical program that I'm in now at Santa Fe if it wasn't for CHOICES...if it wasn't for the medication from the CHOICES program.

Similarly, another person in the focus group says, "...I feel better to go to work." Several participants indicate having friends and family members who have taken jobs that they hated just for health insurance coverage, and are pleased to not have had to take this course of action in their lives because of CHOICES.

Changes in Lifestyle & Quality of Life

Finally, respondents were asked what other kinds of changes in their health, lifestyle, or 'quality of life' have happened as a result of joining CHOICES. The CHOICES program has opened new family-centered opportunities for many participants: "It opened a lot more opportunities to do things with my kids." Some of these opportunities are a direct result of the reduction in health care costs with CHOICES. For example, some participants note that they are able to take family vacations and others say they can go to the movies or out to eat with their children. Other family opportunities are an indirect benefit of improved health: "It's the quality of life; it's better for me and my family. I'm not as tired, in pain, so I can go out and do stuff with them – coaching flag football with my son, camping with Boy Scouts, hiking, just being able to get out and do stuff." Similarly, another participant says, "...when I get home, I can do things with my kids like take them to the pool."

Other participants credit joining CHOICES for helping them further their educations. One enrollee says, "It helps me save for school – for my tuition and books and stuff like that." Another says, "I'm starting college, so [CHOICES] has enabled me to feel better to do that after working a full day."

Overall, the focus group participants are very thankful for the "peace of mind" that the CHOICES program offers them and their families, and summarize their CHOICES experiences as positive. Some of these final thoughts from the groups are presented below.

> The real, honest to God truth is I would not have dental, medical, or any other kind of coverage if I didn't have this program. Plain and simple, I would not be able to afford it. I would have teeth falling out of my head. I wouldn't be able to cover my medicines; I wouldn't have my allergy medicines; I wouldn't have vision. This is saving me from that, plain and simple. I can try to pay my bills and hopefully be able to get off the program and give back to it within the next couple of years.
>
> I went a long time not having any insurance at all – just a wing and a prayer that I didn't break a leg ... But, it's [CHOICES] definitely a lot of peace of mind that if I have to go to the doctor, that I can go and get it. I won't have to basically go into a whole bunch of debt just to go and get something basic done.
>
> We're living in a healthier county as a result of [CHOICES coverage]. People are less angry and hostile. They're not going to be upset because they know that they're going to be taken care of by their county. And, people are appreciative of the County Commissioners and the people who – we have a generous county to actually make this happen. It makes me thankful to my fellow citizens.

Perhaps most succinctly, one participant summed up CHOICES by simple saying, "It was a life saver."

Alachua County CHOICES Program Evaluation

Dr. Michael Scicchitano,
Director – Florida Survey Research Center

UF UNIVERSITY of FLORIDA

FSRC Florida Survey Research Center

CHOICES Program Evaluation

- Florida Survey Research Center at the University of Florida
- Program Evaluation
  - Needs Assessment
  - Program Process Analysis
  - Program Goal Analysis
- Extensive & varied data collection
  - August 7, 2010 through September 13, 2010

CHOICES Program Evaluation

- Focus Groups with Enrollees
  - Two groups, 8 enrollees in each group
- Telephone Survey of Enrollees
  - 339 Completions
  - Provides +/- 5% margin of error at 95% CL
- Telephone Survey of Disenrollees
  - 142 Completions
  - Provides +/- 8% margin of error at 95% CL

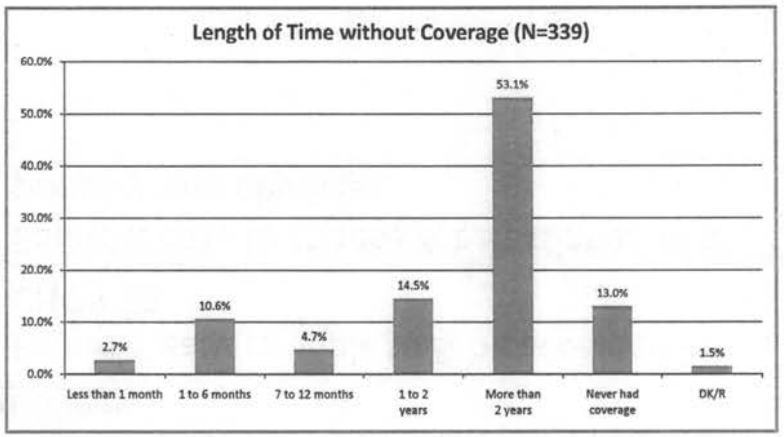
CHOICES Program Evaluation

- Structured Telephone Interviews with Providers
  - 23 Completions (out of 27 total Providers)
  - Includes Primary care, Dental care, Vision care
- Structured Telephone Interviews with Stakeholders
  - 8 completions with Advisory Board Members & Members of the Alachua County Board of County Commissioners

CHOICES Program Evaluation

KEY FINDINGS

CHOICES: Needs Assessment



Florida Survey Research Center – University of Florida

CHOICES: Needs Assessment

Reasons for Lack of Coverage

- 72% Could not afford coverage
- 21% Employer does not offer coverage

- *US Census Bureau: 18.1% of Alachua County residents who are age 18 to 64 and employed in the labor force have no health insurance coverage*

CHOICES: Program Process Analysis

Enrollees

- Found it easy to apply to & be accepted in CHOICES
- Found it easy to choose & be assigned to a primary care physician

CHOICES: Program Process Analysis

Providers

- CHOICES is successful in informing providers of new enrollees
- CHOICES provides timely & accurate reimbursement
- Have few, if any, problems with the CHOICES program

CHOICES: Program Goal Analysis

Use of Health Care Services by Enrollees

- 86% use Primary/Preventative Care
- 68% use Prescription Medication Services
- 50% use Dental Care Services
- 32% use Vision Care Services

CHOICES: Program Goal Analysis

Summary of Health Care Issues Faced by Enrollees Before & Since Joining CHOICES

Health Care Issue	Before Joining CHOICES	Since Joining CHOICES
Delayed medical care with primary care doctor because of cost	72.0%	5.9%
Delayed care with specialist because of cost	68.4%	9.4%
Could not afford prescription medication	66.1%	8.3%
Did not receive needed treatment/medical tests because of limited coverage	67.3%	10.0%

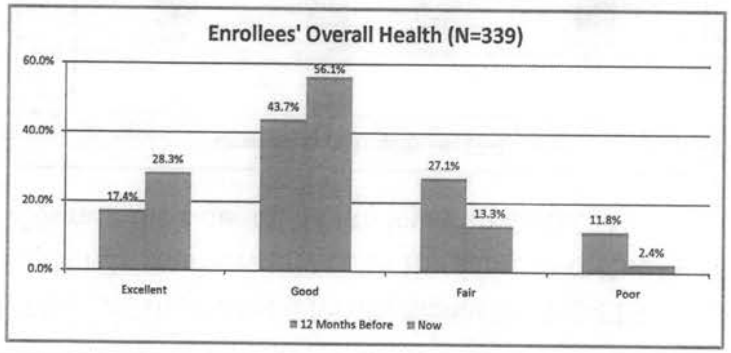
CHOICES: Program Goal Analysis

- Results suggest CHOICES has a significant impact on reducing visits to Emergency Rooms & Urgent Care Centers

	12 months Before CHOICES	Per Year Since Joining CHOICES
No Emergency Room Visits	50.4%	74.9%
No Urgent Care Center Visits	64.9%	83.2%
1 to 5 Emergency Room Visits	44.3%	22.7%
1 to 5 Urgent Care Center Visits	32.2%	13.6%

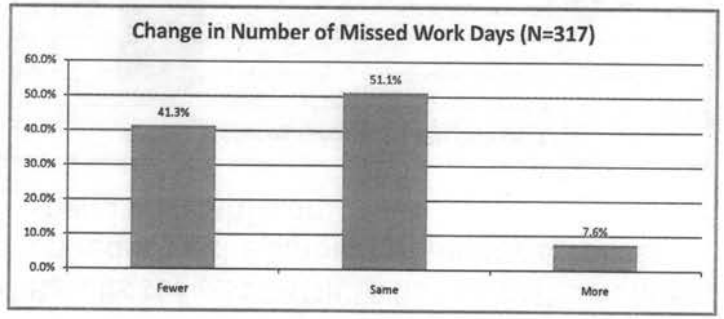
CHOICES: Program Goal Analysis

- 38% rate their overall health higher in CHOICES
- 57% rate their overall health the same in CHOICES
- 5% rate their overall health lower in CHOICES



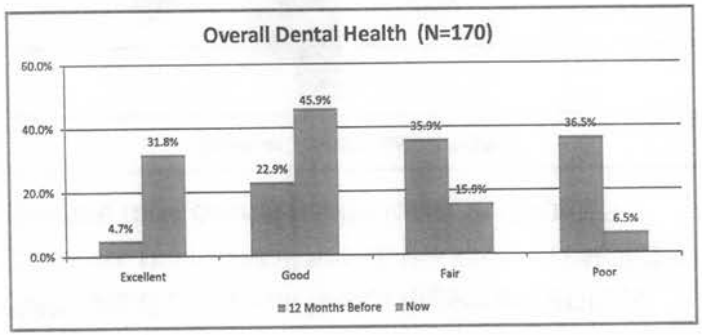
CHOICES: Program Goal Analysis

- Results suggest CHOICES has a significant impact on reducing enrollees' number of work days missed due to health problems



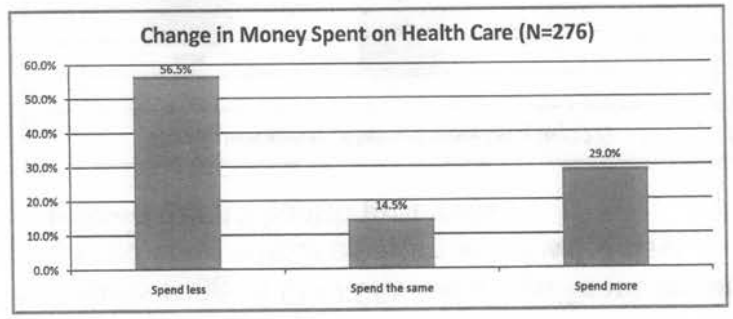
CHOICES: Program Goal Analysis

- 74% rate their dental health higher in CHOICES
- 21% rate their dental health the same in CHOICES
- 5% rate their dental health lower in CHOICES



CHOICES: Program Goal Analysis

- Results suggest CHOICES has a significant impact on reducing the amount of money enrollees' spend on health care



CHOICES: Program Goal Analysis

Quality of Life

- Better overall health
- Reduced stress
- "Peace of mind"
- More family-centered activities
- Opportunities for educational advancement
- More job security & job satisfaction

CHOICES Evaluation Summary

- The CHOICES program provides health insurance for individuals who previously never had coverage, did not have coverage for an extended period, and/or cannot afford alternative health insurance
- The CHOICES program successfully enrolls individuals in the program and refers them to primary care physicians
- The CHOICES program provides timely and accurate payments to providers of health care services
- The CHOICES program has improved the overall health of the program enrollees and in particular those individuals with chronic conditions such as diabetes or hypertension

CHOICES Evaluation Summary

- The CHOICES program reduces the number of enrollees' visits to emergency rooms and urgent care centers
- The CHOICES program reduces the number of work days missed by enrollees because of illness
- CHOICES enrollees spend less money on health and dental care compared to before they were enrolled
- CHOICES enrollees have improved their quality of life as a result of having better health and more funds that they would have previously spent on health care

Questions?

FSRC
Florida Survey Research Center

Florida Survey Research Center – University of Florida

January 25, 2011 Regular BoCC Meeting
Agenda Item #16

Title
Interlocal Agreement with City of Gainesville (COG) and Alachua County Housing Authority (ACHA) for Office on Homelessness (OOH) (Amended)

Amount
$72,000.00

Description
Request Approval to Amendment One to the Interlocal Agreement with City of Gainesville (COG) and Alachua County Housing Authority (ACHA) for Office on Homelessness (OOH) .Adequate funding exists within the Poverty Reduction Program Budget.

Recommendation
Approve and execute Amendment One to the Interlocal Agreement among the City Of Gainesville, Alachua County Housing Authority and Alachua County for the Office on Homelessness.

Alternative(s)
Do not approve and execute Amendment One to the Interlocal Agreement among the COG, ACHA and Alachua County. Adequate funding exists within the Poverty Reduction Program Budget.

Requested By
Elmira K Warren/John Skelly/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Amendment One

Documents Requiring Action
Amendment One to the Interlocal Agreement among City of Gainesville, Alachua County Housing Authority, and Alachua County. Original interlocal agreement for OOH for the period October 1, 2008 through September 30, 2009.

Executive Summary
Amendment One extends the term of the original agreement for 2 years with an end date of September 30, 2011.

Background
The most recent Interlocal Agreement for the OOH among the three parties was executed in April, 2009 and it covered a one year period starting October 1, 2008 and ending September 30, 2009. The Amendment One extends the term of the agreement to September 30, 2011 so as to cover the 2 year period of October 1, 2009 through September 30, 2011. Execution of the amendment would allow the COG to invoice the BOCC for $36,000 for the period October 1, 2009 through September 30, 2010, and upon receipt of the $36,000 from the BOCC, COG could then pay ACHA for OOH ixpenses incurred in the period October 1, 2009 through September 30, 2010. Similarly, execution of the Amendment One would allow the COG to invoice the BOCC for $36,000 for the period October 1, 2010 through September 30, 2011, per terms of the agreement. This in turn would allow the COG to compensate the ACHA for expenses incurred in the first quarter of the last year of the overall amended period of the amended agreement (October 1, 2011 through December 30, 2010. BOCC allocated $36,000 in the 2009-2010 FY

Budget for funding of the OOH, and again allocated an additional $36,000 for the same purpose for FY 2010-2011, so BOCC has allocated a total of $72,000 for the purpose of providing OOH services for the period October 1, 2009 through September 30, 2011. In January, 2010 COG presented the Amendment One to the ACHA. ACHA took nine months to execute the amendment and provided the document back to the COG in September, 2010. COG transmitted the Amendment One to the County staff on Nov. 30, 2010. Once the amendment is fully executed and the BOCC has paid $72,000 to the COG, and COG has paid ACHA for invoiced expenses incurred to operate the OOH, the COG will return to the BOCC approximately $33,000, which represents funds left unexpended for services provided by the OOH during the period October 1, 2007 through September 30, 2010. See attached the COG October 8, 2010 letter to Manager Reid which addresses the matter of the incomplete use of funding made available by both the COG and BOCC during the period October 1, 2007 through September 30, 2010.

Issues
The amendment once fully executed will establish the funding from COG and Alachua County for the OOH for the period of the extended agreement which will end September 30, 2011. Full execution of Amendment One will allow the COG to compensate the ACHA for OOH services provided between October 1, 2009 and September 30, 2010. It will also allow the COG to compensate the ACHA for ongoing expenses incurred to operate the OOH during this current FY.

Fiscal Recommendation
Approve the expenditures authorized by the BOCC in their FY 2009-2010 and FY 2010-2011 Budgets.

Fiscal Alternative(s)
Do not approve the expenditures .

Funding Sources
General Fund

Account Code(s)
001-2950-564.34-10

Attachment: COG 1st Amend Office of Homelessness Final.pdf
Attachment: OOH City of G letter Oct 8 2010 status of funds.pdf

CITY OF GAINESVILLE
every path starts with passion
FLORIDA

COPY

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October 18, 2010

Randall Reid, County Manager
Alachua County
12 SE 1st Street
Gainesville, FL 32601

Gail Monahan, Executive Director
Alachua County Housing Authority
703 NE 1st Street
Gainesville, FL 32601

Re: Office on Homelessness- Status of Funds

Dear Mr. Reid and Ms. Monahan:

This letter serves to clarify recent discussions regarding the status of City and County funds allocated through Interlocal Agreements to the Alachua County Housing Authority (ACHA) for operation of the Office on Homelessness from March 30, 2006-September 30, 2010.

Per our discussions, City staff has informed County staff and the ACHA that although the Office on Homelessness has provided some level of services during the above period of time, ACHA has not provided the invoices and quarterly reports required by the Interlocal Agreements in order to receive payment. City staff proposes to offer the ACHA a limited period of time to remedy its failure to comply with the Interlocal Agreements. In addition, given the on-going compliance issues, the City has not executed the most recent First Amendment (nor has the County) and the City has drafted a Second Amendment to same intended to make clear that the ACHA is not authorized to continue work under the Interlocal Agreement if it does not timely submit invoices and quarterly reports.

For your reference, the following is a summary of the status of the Interlocal Agreements for the Office on Homelessness:

No	Interlocal Agreement	Contract End Date	Contract Amount	Payment Requested by ACHA for Services	Payment Paid by the City to ACHA	Contract Balance	Contract Status
1	March 30, 2006	September 30, 2006	$72,000	$61,061.21 (October 2006-September 2007)	$61,061.21 (Paid $27,627.42 on May 28,2007); (Paid $16,318.14 on January 13, 2008); and (Paid $17,115.65 on April 6, 2008).	$10,938.79	Expired. See Summary Below.
2	September 26, 2006; and December 12th 2006 (Amended)	September 30, 2008	$72,000	$15,966.82 (October 2007-December 2007	15,966.82. (Paid April 6, 2008)	$56,033.18	Expired. See Summary Below.
3	April 8, 2009 (Amended)	September 30, 2009	$72,000	$0	$0	$72,000	Expired. See Summary Below.
4	October 1, 2009-September 30, 2011	September 30, 2011	$72,000 (per year)	$43,453.75 (October 2009-April 2010)	$0	$28,546.25	See Summary Below.

In summary, the City proposes the following with respect to the funds for the Office on Homelessness:

- As to Interlocal Agreement #1, given the time that has elapsed and the fact that the ACHA invoiced and was paid $61,061.21 for services. The City considers this Agreement performed and expired. The balance on account ($10,938.79) will be refunded equally ($5,469.39 each) to the City and the County.

- As to Interlocal Agreement #2, as amended, ACHA invoiced and was paid $15,966.82 for services. ACHA will have 45 calendar days from the date of this letter to provide invoices and quarterly reports that are satisfactory to the City in order to be paid any portion of the balance that remains on account ($56,033.18.) At the end of the 45 days, any funds not paid due to continued non-compliance by the ACHA will be refunded equally to the City and County.

- As to Interlocal Agreement #3, ACHA has submitted no invoices or reports. ACHA will have 45 calendar days from the date of this letter to provide invoices and quarterly reports that are satisfactory to the City in order to be paid any portion of the balance that remains on account ($72,000.) At the end of the 45 days, any funds not paid due to continued non-compliance by the ACHA will be refunded equally to the City and County.

- As to First Amendment to Interlocal Agreement, the City has received an invoice in the amount of $43,453.75 from the ACHA for two quarters (October 2009-March 2010.) The City is holding the payment of this invoice until the First and Second Amendments (included with this letter) are fully executed by ACHA and the County. At that time, the City will sign the First and Second Amendments and will process the request for payment. ACHA will have 45 days to submit the invoice and report for the remaining quarters of the last fiscal year (April 2010 – September 2010). At the end of the 45 days, any funds not paid due to non-compliance by the ACHA will be refunded equally to the City and County.

Please advise me promptly if either of you object to the above outlined course of action. In addition, the Alachua County Housing Authority please execute and return the Second Amendment to me no later than October 27, 2010. Upon receipt, the City will execute both the First Amendment and Second Amendment and forward the documents to the County for execution and recording.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Fred Murry
Assistant City Manager

Enclosures

Cc: Theresa Lowe, Director, Office on Homelessness
John Skelly, Director Alachua County Poverty Reduction Program
Russ Blackburn, City Manager
Jacqueline Richardson, HCD Manager
Nicolle Shalley, Sr. Assistant City Attorney

INTERLOCAL AGREEMENT

This Agreement is entered into this 8th day of April, 2009, by and between Alachua County, a charter county and political subdivision of the state of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the Alachua County Housing Authority, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes, hereinafter referred to as "ACHA".

WITNESSETH:

WHEREAS, the County and the City and the ACHA are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, on behalf of the citizens of the City of Gainesville and Alachua County, the parties hereto desire to cooperate in the provision of administrative staff services pursuant to implementing elements of the City of Gainesville-Alachua County 10-Year Plan to End Homelessness (hereinafter referred to as the "Plan");

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term - This Agreement is effective on the 1st day of October, 2008 and shall continue to September 30, 2009, at which time the Agreement will be terminated or amended to extend the Agreement along with other possible modifications, consistent with Section 18. Amendments of this Agreement. Pursuant to §163.01 (11), Florida Statutes, this Agreement shall be deemed effective upon the official recording of the fully executed Agreement with the Alachua County Clerk of Courts.

2. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to the City and the ACHA:
   (a) Provide to the City $36,000 within 30 days of the execution of this Agreement by all parties hereto as the County's contribution towards this Agreement; and
   (b) Provide access to County resources and services, such as lobbying for financial assistance from the state and federal governments, as may be reasonable and necessary, for implementation of the Plan and performance of this Agreement.

3. Duties of the City - The City shall have and perform the following duties, obligations, and responsibilities to the County and the ACHA:

   (a) Compensate the ACHA $18,000 per quarter in accordance with Section 5. Method of Payment of this Agreement (total not to exceed $72,000);

(b) Monitor the ACHA's performance and expenditure of funds under this Agreement; and

(c) Provide access to City resources and services, such as lobbying for financial assistance from the state and federal governments, as may be reasonable and necessary for implementation of the Plan and performance of this Agreement.

Section 4. Duties of the ACHA: The ACHA shall have and perform the following duties, obligations, and responsibilities to the County and the City: The ACHA shall employ and supervise a Director of the City of Gainesville-Alachua County Office on Homelessness (hereinafter referred to as the "Director of Homeless Services") and other personnel as necessary for performance of this Agreement. The ACHA shall report to the City and County on a quarterly basis regarding the work activities and accomplishments of the Director of Homeless Services. Such quarterly reports shall be submitted to the City within 15 days of the end of each calendar quarter during the term of this Agreement.

The duties and responsibilities of the Director of Homeless Services shall include but not be limited to:

- Oversight and implementation of the City of Gainesville-Alachua County 10-Year Plan to End Homelessness (the Plan), including prioritization and execution of Plan goals and objectives, and the research and development of new alternatives and resources to implement the Plan.
- Development of measurable outcomes for plan goals and objectives from which progress can be gauged within 90 days of the effective date of this Agreement.
- Prepare and issue a request for proposals (RFP) for the establishment of a one-stop homeless assistance center to be funded by the County and City with the review and concurrence of the County and City. Conduct contract administration including fiscal and programmatic monitoring of selected service provider(s) which will operate of the One Stop Homeless Assistance Center.
- Collaborate with the County and City in the dissemination of accurate information concerning and/or affecting homeless persons or agencies that provides services to the homeless. Inform the Implementation Committee and community of that information.
- Provision of technical assistance to local public and private nonprofit agencies, particularly related to the development of applications for funding of homeless assistance programs.
- Participation as directed by the County and City with Federal, State and Local government, social service agencies, civil organizations, faith communities, and businesses in collaborative activities related to homelessness in Alachua County.
- Represent the City of Gainesville-Alachua County Office on Homelessness (hereinafter referred to as the "Office on Homelessness") at meetings, conferences, various community boards, and seminars to provide assistance in improving the homeless programming efforts.
- Attendance and representation of the Plan at meetings of the Gainesville City Commission, the Alachua County Board of County Commissioners, the Alachua County Coalition for the Homeless and Hungry, Gainesville Downtown Owners & Tenants Association, and other meetings within the community, where appropriate, when issues affecting the homeless and

hungry are being addressed.

- Work with local officials and their representatives to coordinate and oversee the development of a local cost study to document the impact of homelessness on public systems and services and to evaluate where local responses could be more efficient and cost-effective.
- Evaluate homeless services in collaboration with local public and private nonprofit agencies and provide recommendations toward a unified approach to homeless problems.
- Provide for effective and efficient operation of the Office on Homelessness, including maintaining office records, correspondence files, policies and procedures, physical assets, and ensuring that mail and phone calls are dealt with in a timely manner.
- Develop local trainings and showcases of local services and attend state and national trainings relevant to ending homelessness in Gainesville/Alachua County.
- Monitor federal and state legislation impacting funding of homeless services.
- Assist local government and private nonprofit agencies in formulating policies and procedures related to the homeless and making recommendations for local, state, and federal legislation.
- Direct staff services to the Implementation Committee, composed of individuals who previously chaired and co-chaired the committees that developed the Plan and others as determined by the County, City and/or Implementation Committee.
- Collaborate with local non-profit service provider organizations; local government advisory boards; neighborhood associations; neighborhood development associations; economic development entities; local, state and federal government agencies and officials; homelessness coalitions; and all other identifiable partners to accomplish assignments from the Implementation Committee and the City of Gainesville and Alachua County Commissions.

5. Method of Payment – For all services actually, timely and faithfully performed, the ACHA will be paid $18,000 on a quarterly basis during the term of this Agreement. The ACHA shall submit an invoice to the City within 15 days of the end of each calendar quarter and shall allow the City 15 days to process payments. Each invoice shall be in sufficient detail to indicate the expenses incurred by the ACHA under this Agreement, and payment shall be contingent upon the ACHA submitting quarterly reports as required.

6. Notice - Except as otherwise provided in this Agreement, any notice of default or termination from any party to the other parties must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, County, City and ACHA representatives are:

County: Randall H. Reid, Alachua County Manager
12 SE 1st Street
Gainesville, FL 32601

City: Russ Blackburn, City of Gainesville Manager
P O Box 490, Station 6
Gainesville, FL 32602

ACHA: Gail Monahan, Executive Director
Alachua County Housing Authority
703 NE 1st Street
Gainesville, FL 32601

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Buddy" Irby Clerk of the Court Post Office Box 939 Gainesville, FL 32602 ATTN: Finance and Accounting	and	John Johson, Contracts Coordinator Alachua County 105 SE 1st Ave., #6 Gainesville, FL 32601 ATTN: OMB

7. Default and Termination - The failure of any party to this Agreement to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the County or City or ACHA will notify the other parties in writing. This notification will make specific reference to the provision which gave rise to the default. The County or City or ACHA will give the other parties seven (7) days to cure the default.

   The Director of Community Support Services is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the City and ACHA.

   The City Manager or designee is authorized to provide written notice of termination on behalf of the City, and if the default situation is not corrected within the allotted time, the City Manager or designee is authorized to provide final termination notice on behalf of the City to the County and ACHA.

   The Executive Director of ACHA or designee is authorized to provide written notice of termination on behalf of the ACHA, and if the default situation is not corrected within the allotted time, the Executive Director or designee is authorized to provide final termination notice on behalf of the ACHA to the City and County.

   Either the County or the City or the ACHA may terminate the Agreement without cause by first providing at least thirty (30) days written notice to the other parties to this Agreement prior to the termination date.

   If funds to finance this Agreement become unavailable, either the County or City or ACHA may terminate the Agreement with no less than twenty-four hours notice in writing to the other parties to the Agreement. The terminating party will be the final authority as to the availability of funds.

In the event of termination, for default (cause) or for convenience (without cause), the ACHA shall be paid only for such work as was satisfactorily and fully performed as of the date of termination.

8. Project Records - All records relating in any manner whatsoever to the project, which are in the possession of the City, County or ACHA, or any of their consultant's, shall be made available for inspection and copying upon written request of the City, County or ACHA, and shall be kept for a period of three (3) years after the completion of all work to be performed or as required by Chapter 119, Florida Statutes (Public Records) and schedules published by the Bureau of Archives and Records Management, whichever shall be greater. Additionally, said records shall be made available, upon request by the City, County or ACHA, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

9. Liability – Each party hereto agrees to be responsible for the actions and omissions of its own employees during their scope of employment under this Agreement. Each of the parties hereto warrants and represents that each is self funded for liability insurance, both public and property, with such protection being applicable to each party's trustees, officers, employees, servants, and agents while acting within the scope of their employment by their respective parties. The City, County and ACHA further agree that nothing contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense available to each party under the laws of the State of Florida; (2) the consent of the City, County, the State of Florida, and their agents and agencies to be sued, or (3) a waiver of the sovereign immunity of the City, County, and/or the State of Florida, and their agents and agencies beyond the waiver provided in §768.28, Florida Statutes.

10. Laws & Regulations - The City, County and ACHA will each comply with all laws, ordinances, regulations, and building code requirements applicable to the work performed by that party pursuant to this Agreement. The parties are presumed to be familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement.

11. Assignment of Interest - No party will assign or transfer any interest in this Agreement without prior written consent of the other parties.

12. Successors and Assigns - The County and City and ACHA each bind their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

13. Third Party Beneficiaries - This Agreement does not create any relationship with, or any rights in favor of, any third party.

14. Severability - If any provision of this Agreement is declared void by a court of law, all other

provisions will remain in full force and effect.

15. Non Waiver - The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

16. Governing Law and Venue - This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

17. Attachments - All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

18. Amendments - The parties may amend this Agreement only by mutual written agreement of the parties.

19. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

20. Construction - This Agreement shall not be construed more strictly against one party than against any other(s) merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that all parties have substantially contributed to the preparation of this Agreement.

21. Recording of Agreement. The County, upon execution of this Agreement by all parties, shall record this interlocal agreement in the public records of Alachua County, Florida.

22. Entire Agreement - This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations pertaining to the subject matter hereof.

ALACHUA COUNTY, FLORIDA

Attest:_____
Clerk, by Deputy Court

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

Alachua County Attorney's Office

CITY OF GAINESVILLE

Attest: _____
Clerk of the Commission

By: _____
Pegeen Hanrahan, Mayor
City of Gainesville

APPROVED AS TO FORM AND LEGALITY

Nicolle M. Shalley
Asst. City Attorney II

ALACHUA COUNTY HOUSING AUTHORITY

Attest: Cathy B. Scott

By: Gail Monahan
Gail Monahan, Executive Director

APPROVED AS TO FORM

_____
Alachua County Housing Authority Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY, THE CITY OF GAINESVILLE AND THE ALACHUA COUNTY HOUSING AUTHORITY

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this 25th day of January, 2009, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the Alachua County Housing Authority, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes, hereinafter referred to as "ACHA".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement dated April 8, 2009, for the provision of administrative services and operation of the City of Gainesville/Alachua County Office on Homelessness; and,

WHEREAS, the parties wish to amend the Interlocal Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree to amend the April 8, 2009, Interlocal Agreement as follows:

A. The term of the Interlocal Agreement is extended for a period of two years, commencing on the 1st day of October, 2009 and continuing until September 30, 2011. Pursuant to §163.01 (11), Florida Statutes, this amendment shall be deemed effective upon the official recording of the fully executed amendment with the Alachua County Clerk of Courts.

B. For FY 2009-2010, the City Commission and Board of County Commissioners` shall each contribute $36,000; and for FY 2010-2011 the City Commission and Board of County Commissioners shall each contribute $36,000 pursuant to the terms and conditions of the Interlocal Agreement.

C. The City's and County's performance and obligation to pay under this amendment is contingent upon a specific annual appropriation by the City Commissioners and the Board of County Commissioners. The parties hereto understand that this amendment is not a commitment of future appropriations.

D. The County shall provide to the City $36,000 from its FY 2009-2010 budget within 30 days of the execution of this amendment by all parties hereto; and an additional $36,000 from its FY 2010-2011 budget by October 31, 2010 as the County's contribution towards this amendment.

E. Contingent on the annual funding by the City and County, the City shall compensate the ACHA $18,000 per quarter in accordance with Section 5 of the Interlocal Agreement (total not to exceed $72,000 per year).

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Interlocal Agreement between the parties, dated April 8, 2009, shall be and remain in full force and effect.

This amendment will take effect upon signature by the parties.

ATTEST:

Attest: _____ J. K. IRBY, CLERK
Clerk, by Deputy Court

ALACHUA COUNTY, FLORIDA

By: _____
LEE PINKOSON, ~~CHAIR~~

APPROVED AS TO FORM

_____
Alachua County Attorney

Attest: _____
Clerk of the Commission

CITY OF GAINESVILLE

By: _____
~~Pegeen Hanrahan, Mayor~~ Craig Lowe, Mayor
City of Gainesville

APPROVED AS TO FORM AND LEGALITY

_____
City Attorney – Senior Assistant

ALACHUA COUNTY HOUSING AUTHORITY

Attest: _____

By: _____
Gail Monahan, Executive Director

APPROVED AS TO FORM

_____
Alachua County Housing Authority Attorney

January 25, 2011 Regular BoCC Meeting
Agenda Item #22

Title
Public Hearing: Shands Healthcare, Inc. Notice of Proposed Change to the SantaFe Village Development of Regional Impact and Substantial Deviation Determination. (Amended)

Amount
N/A

Description
A public hearing for the Shands Healthcare, Inc. Notice of Proposed Change to the SantaFe Village Development of Regional Impact (DRI) including a Substantial Deviation determination and a request to amend the Development Order to remove the Shands property from the DRI.

Recommendation
Make a determination that, per Chapter 380.06(19), F.S., the requested change to the DRI Development Order does not constitute a Substantial Deviation. Based on the analysis of the aggregation criteria set forth in Chapter 380.0651, F.S., do not amend the Development Order to remove the Shands property from the Development of Regional Impact.

Alternative(s)
Amend the Development Order for the SantaFe Village DRI to remove the 20 acre Shands Healthcare, Inc. site from the DRI.

Requested By
Missy Daniels, Senior Planner, 374-5249

Originating Department
Growth Management

Attachment(s) Description
Staff Report, PowerPoint Presentation, Florida Statutes for Substantial Deviation Criteria, Florida Statutes for the Aggregation Criteria, Department of Community Affairs Comments, North Central Florida RPC Letter, Application

Documents Requiring Action
None

Executive Summary
This application is a Notice of Proposed Change to a Development of Regional Impact (DRI) submitted by Shands Healthcare, Inc. to remove twenty (20) acres owned by Shands from the SantaFe Village DRI. This Notice of Proposed Change requires the County Commission to make two decisions: 1) Determine whether the approved change constitutes a substantial deviation to the SantaFe Village DRI pursuant to Chapter 380.06(19), Florida Statutes; and 2) Determine whether the Development Order for the DRI should be amended to allow Shands request to remove the 20 acres. The applicant has analyzed the aggregation criteria outlined in Chapter 380.0651(4), F.S. to determine whether this property would qualify for disaggregation from the DRI.

Background
This application is a Notice of Proposed Change to a Development of Regional Impact (DRI) submitted by Shands Healthcare, Inc. to remove twenty (20) acres owned by Shands from the SantaFe Village DRI. This DRI was originally approved in 1986 as the Alachua General Satellite Campus and encompassed 39 acres. The Shands parcel was part of the original DRI Development

Order approval, though Shands did not own the property at that time. The property was slated for a psychiatric hospital on the original Map H for the DRI. The County Commission very recently approved a Comprehensive Plan amendment and amended Development Order that requires the undeveloped portions of the DRI to be developed as a compact, mixed-use transit oriented development. The recent amendment to the Development Order removed any future development rights from the Shands Healthcare property. The square footages were distributed to the rest of the DRI property. This Notice of Proposed Change requires the County Commission to make two decisions: 1) Determine whether the approved change constitutes a substantial deviation to the SantaFe Village DRI pursuant to Chapter 380.06(19), Florida Statutes; and 2) Determine whether the development order for the DRI should be amended to allow Shands request to remove the 20 acres. The applicant has analyzed the aggregation criteria outlined in Chapter 380.0651(4), F.S. to determine whether this property would qualify for disaggregation from the DRI. Disaggregation is a term created to identify the reverse application of the aggregation statute. There is no precedent for this action.

Issues
With this Notice of Proposed Change application there are two potentially distinct decisions that must be made: 1. Whether the proposed change is a Substantial Deviation requiring further DRI review, and if the proposed change is determined not to be a Substantial Deviation then, 2. Whether to approve the amended Development Order for the SantaFe Village DRI removing the Shands property from the DRI.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: AggregationStatutes.pdf
Attachment: ShandsNOPC_Presentation.pdf
Attachment: DCA_Comments_ShandsNOPC.pdf
Attachment: NCFRPCLetter.pdf
Attachment: StaffReportShandsNOPC2010.pdf
Attachment: SubstantialDeviationStatutes.pdf

8A

Alachua County Growth Management Staff Report
Shands Notice Of Proposed Change to the SantaFe Village DRI

Staff Contact: **Missy Daniels, Senior Planner**
Board of County Commissioners **Hearing Date: November 23, 2010**
January 25, 2010

SUBJECT: A Notice of Proposed Change to a previously approved Development of Regional Impact (DRI); Subsection 380.06(19), *Florida Statutes*.

APPLICANT/AGENT: Gerry Dedenbach, AICP, LEED AP, Director of Planning and GIS Services, Causseaux, Hewett, and Walpole, Inc.

PROPERTY OWNER: Shands Healthcare, Inc.

PROPERTY DESCRIPTION: SantaFe Village Development of Regional Impact

Shands Property
Parcel Numbers: 06041-003-000
Section/Township/Range: 20-9-19
Address: 4101 NW 89th Boulevard
Land Use: Springhills High Activity Center/Institutional
Zoning: HM
Existing Use: Psychiatric Hospital
Acreage: 20

PREVIOUS REQUESTS: **January 7, 1986** Original Santa Fe DRI for the Alachua General Hospital Satellite Campus approved;
December 15, 1993 Substantial Deviation approved (name change to Santa Fe Health Park DRI);
August 8, 1994 Stipulated Settlement Agreement approved;
July 19, 1994 Amended Development Order to satisfy conditions of Stipulated Settlement Agreement
September 28, 2010 Amended Development Order approved requiring a transit-oriented and traditional neighborhood development. (Name change to SantaFe Village DRI)

Alachua County Growth Management Staff Report
Shands Notice Of Proposed Change to the SantaFe Village DRI

Background

This application is a request by Shands Healthcare, Inc. to remove twenty (20) acres owned by Shands from the SantaFe Village Development of Regional Impact (DRI). The recent amendment to the Development Order approved for the SantaFe Village DRI removed any future development rights from the Shands Healthcare property and redistributed those rights to the rest of the DRI property.

If a developer wishes to alter the approved development program for a DRI, Chapter 380.06(19), *Florida Statutes* gives criteria to help determine whether a proposed change would constitute a substantial deviation to the approved development program for the DRI. The proposed change would be considered on one of three levels of review based on thresholds such as square footage of a use or length of a phase.

The first level of review is for proposed changes of a magnitude that are below the bottom end of the threshold range. These would not be considered a substantial deviation and the developer may make the change, if approved by the governing body, without further DRI review. The second level would be a change above the top of the threshold range. This is presumed to be a substantial deviation and the applicant must submit an application for a substantial deviation review to the local government and the Regional Planning Council. The review process for a change that is determined to be a substantial deviation is very similar to the review process for the initial DRI.

The third level of review covers proposed changes falling somewhere between the low and high end of the range. This type of change is assumed not to be a substantial deviation but a public hearing is required by the local government to make this official determination. The applicant must submit a Notice of Proposed Change (NOPC) to the local government and Regional Planning Council for review and determination.

Removing twenty (20) developed acres from a DRI is not envisioned within the statutory guidelines described above for altering the development program of a DRI. However, the Department of Community Affairs (DCA) has stated that the Notice of Proposed Change process is the best way for Shands to initiate their request to remove the property. In addition, DCA has advised staff that the applicant needs to demonstrate why they should be "disaggregated" from the DRI by analyzing the aggregation criteria outlined in Chapter 380.0651(4), *F.S.* Shands has submitted this analysis with their Notice of Proposed Change.

With this Notice of Proposed Change application there are two potentially distinct decisions that must be made:

1. Whether the proposed change is a Substantial Deviation requiring further DRI review, and if the proposed change is determined not to be a Substantial Deviation then,
2. Whether to approve the amended Development Order for the SantaFe Village DRI removing the Shands property from the DRI.

Alachua County Growth Management Staff Report
Shands Notice Of Proposed Change to the SantaFe Village DRI

Substantial Deviation Determination

As required by Chapter 380.06(19) (f) 4, *F.S.*, the North Central Florida Regional Planning Council has reviewed this Notice of Proposed Change and concluded that the proposed change does not constitute a "substantial deviation" pursuant to Chapter 380.06(19), *F.S.* The Council has also notified the County that they will not participate at the County's public hearing because they do not consider the change to be a substantial deviation requiring regional review.

As this property is already fully developed, this request is to remove the property from the DRI, and no further mitigation is required on the part of the property owner, Alachua County staff has also determined that this proposed change does not constitute a Substantial Deviation pursuant to Chapter 380.06(19), *F.S.*, and, therefore, will not require further development of regional impact review. The statutory criteria for determining if a proposed change constitutes a substantial deviation subject to further DRI review is attached in the background materials.

Aggregation Analysis

The aggregation statutes and rules do not lend themselves to being easily applied after the fact to "disaggregation". What follows is an analysis of those statutes as they apply to the applicant's request.

Chapter 380.0651, Florida Statutes

(4) Two or more developments, represented by their owners or developers to be separate developments, shall be aggregated and treated as a single development under this chapter when they are determined to be part of a unified plan of development and are physically proximate to one other.

(a) The criteria of two of the following subparagraphs must be met in order for the state land planning agency to determine that there is a unified plan of development:

1. a. The same person has retained or shared control of the developments;
b. The same person has ownership or a significant legal or equitable interest in the developments; or
c. There is common management of the developments controlling the form of physical development or disposition of parcels of the development.

The applicant states that the Shands Healthcare site that is the subject of this application is the only property owned by Shands within the DRI. The question of whether there is a unified plan of development for this particular instance cannot be determined based on current property ownership. This Shands parcel was owned by Santa Fe Healthcare in the beginning and was part of a single, unified development that was subject to DRI review. Shands essentially bought into the DRI after the initial DRI approval. The aggregation rules based on ownership are not relevant and cannot become a reason for disaggregation at this point. DRIs all over the state have different ownerships on different parcels once they are approved for development and sold to another entity to develop. Agreeing that once a property is included in a DRI just because the property is sold it should be disaggregated sets a precedence that is not consistent with DRI statutes.

2. *There is a reasonable closeness in time between the completion of 80 percent or less of one development and the submission to a governmental agency of a master plan or series of plans or drawings for the other development which is indicative of a common development effort.*

The applicant correctly states that this criterion is not applicable because the master plan for the entire DRI was presented as Map H with the accompanying development order. The intent of this criterion is to prevent a development from avoiding the DRI process by claiming to be separate from an adjoining development. This criteria cannot be applied after the fact to disaggregate a property.

3. *A master plan or series of plans or drawings exists covering the developments sought to be aggregated which have been submitted to a local general-purpose government, water management district, the Florida Department of Environmental Protection, or the Division of Florida Condominiums, Timeshares, and Mobile Homes for authorization to commence development. The existence or implementation of a utility's master utility plan required by the Public Service Commission or general-purpose local government or a master drainage plan shall not be the sole determinant of the existence of a master plan.*

The applicant correctly states that the Shands property was entitled within the constructs of the SantaFe Health Park DRI and the property was included in and governed by the DRI when Shands purchased it. The applicant further states that the Shands business is continually diverging from the course of the parent DRI. It is true that the DRI was originally approved as a health park and has recently been amended to require future development to be a mix of uses and to be more urban and transit oriented. However, the existing health related businesses will remain and become an integral part of the supply of a mix of uses, a supply of jobs for the proposed housing and a supply of patrons for the newly proposed retail and restaurant uses. Any development on site followed the requirements of the DRI and should follow those requirements unless and until the DRI is abandoned.

4. The voluntary sharing of infrastructure that is indicative of a common development effort or is designated specifically to accommodate the developments sought to be aggregated, except that which was implemented because it was required by a local general-purpose government; water management district; the Department of Environmental Protection; the Division of Florida Condominiums, Timeshares, and Mobile Homes; or the Public Service Commission.

The applicant states that the sharing of infrastructure should not be considered voluntary as it was required by the DRI review. It was required because the property was part of the DRI. This highlights why the aggregation rules were not meant to be used to "disaggregate" a property from a DRI. The sharing of infrastructure occurs, has always occurred and was planned that way for the entire DRI. This property was always intended to be within the DRI, from the beginning 39 acres, and the ownership of the property does not affect this.

5. There is a common advertising scheme or promotional plan in effect for the developments sought to be aggregated.

The applicant states that there is no common advertising scheme nor has there been. Common advertising is not a valid reason for disaggregating a DRI. Many DRIs do not have common advertising themes or promotional plans. For example, in the Springhills DRI adjacent to this property there is no common advertising scheme between the Publix and the Exxon.

Conclusion of Aggregation Analysis

In order to officially remove this property from the DRI, the County Commission would have to adopt an amended Development Order similar to the one submitted by the applicant with this application. Based on the preceding analysis of the aggregation criteria in Chapter 380.0651, *F.S.*, staff does not find that disaggregating this property from the DRI has been justified. Apart from the analysis of whether distinct parcels should be disaggregated, County staff considers that the entire boundaries of the existing DRI were part of a single, unified development, the parcel in question was designated in the DRI application for construction of a rehabilitation and psychiatric hospital, such facility was constructed, and the fact that this parcel was subsequently sold off to Shands does not justify removing it as unrelated and distinct from the DRI. Staff finds that no amendment to the Development Order is warranted.

Recommendation

Based on the above analysis, staff recommends that the County Commission make a determination that, per Chapter 380.06(19), *F.S.*, the requested change to the DRI Development Order does not constitute a substantial deviation. Based on the analysis of the aggregation criteria set forth in Chapter 380.0651, *F.S.*, staff recommends that the County Commission not amend the Development Order to remove the Shands property from the Development of Regional Impact.

Alternative for the Applicant

Staff's recommendation to deny this request is based on review and analysis of the aggregation criteria for DRIs in Chapter 380.0651, *F.S.* These criteria were developed for considering when properties should be required to aggregate with a DRI and undergo DRI review. They are not useful when considering whether a property should be allowed to disaggregate. Allowing a property to remove itself from an approved DRI based on the aggregation rules undermines the Development of Regional Impact Statutes.

Alachua County recently adopted an Urban Service Area and Transportation Concurrency Exception Area pursuant to Chapter 163.3164(29), *F.S.* and Chapter 163.3180(5)(b)3.c., *F.S.*, respectively. Proposed developments within this Urban Service Area that otherwise meet or exceed the criteria to be reviewed as a DRI are no longer required to undergo DRI review (Chapter 380.0629(c)3). For properties such as Shands that are already part of a DRI, the DRI would have to be abandoned before taking advantage of this DRI review exemption. Shands has the option of abandoning the DRI pursuant to Chapter 380.06(26), *F.S.* and *Florida Administrative Code* 9J-2.20251 though this would require the entire DRI to be abandoned and therefore require the other property owners within the DRI to participate.

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

November 19, 2010

Mr. Steve Lachnicht, AICP, Director
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Re: Notice of Proposed Change (NOPC) for SantaFe Village Development of Regional Impact (ADA-03-1986-003)

Dear Mr. Lachnicht:

The Department has completed its review of the NOPC for the SantaFe Village Development of Regional Impact (DRI) received by the Department on October 11, 2010. The applicant is proposing to remove the twenty (20) acre Shands Vista property and corresponding development entitlements from the DRI.

Department staff reviewed the change pursuant to Section 380.06(19)(e)(3), F.S., which presumes the change is a substantial deviation. The applicant has not adequately rebutted the presumption because they have not demonstrated that the Shands Vista property is no longer aggregable with the remainder of the DRI. Therefore, the Department *objects* to the proposed changes. If additional information is provided to adequately address the objection, the Department will reconsider our position. Alternatively, pursuant to Sections 380.06(29)(c) and (e), F.S., the landowner may request the local government rescind the DRI development order consistent with the provisions of Section 380.115(1)(b), F.S. If the criteria in Section 380.115(1)(b), F.S. are met, this option is an authorized mechanism to remove DRI provisions from the Shands Vista property. The Department recommends the applicant coordinate with the Department and Alachua County to address this concern through available and appropriate means.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

If you have any questions or comments regarding this matter, please call Ana Richmond, Principal Planner at (850) 922-1794 or via email anastasia.richmond@dca.state.fl.us.

Sincerely,

Mike McDaniel, Chief
Office of Comprehensive Planning

MM/ar

cc: Scott Koons, AICP, Executive Director, North Central Florida Regional Planning Council
Gerry Dedenbach, AICP, Director of Planning and GIS Services, Causseaux, Hewett and Wadpole, Inc.

North Central Florida Regional Planning Council

2009 NW 67 PLACE, SUITE A, GAINESVILLE, FLORIDA 32653-1603
(352)955-2200 SUNCOM 625-2200 FAX (352) 955-2209

2010 NOV -2 PM 1:07
RECD GROWTH MGMT
ALACHUA COUNTY, FL.

November 1, 2010

The Honorable Cynthia Chesnut, Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

Re: SantaFe Village Development of Regional Impact, Notice of Proposed Change

Dear Chair Chesnut:

At its regularly scheduled meeting held October 28, 2010, the Council reviewed the above-referenced Notice of Proposed Change to the SantaFe Village Development of Regional Impact.

Subsequent to this review, the Council voted unanimously to conclude that the proposed changes do not constitute a "substantial deviation" pursuant to Section 380.06(19), Florida Statutes, and to not attend the County public hearing on this item. The Council made this determination based on the information contained in the Notice of Proposed Change application and the conditions contained in the current local government development order as discussed in the enclosed Council memorandum.

As required by the statute governing this process, this letter is also to notify you that the Council will not participate in the County public hearing on this notice. If you have any questions concerning this matter, please do not hesitate to contact me or Steven Dopp, Senior Planner, at the telephone number listed above, extensions 101 and 109, respectively.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

xc: D. Ray Eubanks, Florida Department of Community Affairs
Steven Lachnicht, Alachua County Growth Management
Gerry Dedenbach, Casseaux, Hewitt, and Walpole
David Coffey, Esq.
Patrice Boyse, Esq.
DRI Review Agencies

v:\dri\santa fe health park\2010 nopc - 2\council action notice.ltr.docx

Chapter 380.0651, *Florida Statutes*

(4) Two or more developments, represented by their owners or developers to be separate developments, shall be aggregated and treated as a single development under this chapter when they are determined to be part of a unified plan of development and are physically proximate to one other.

(a) The criteria of two of the following subparagraphs must be met in order for the state land planning agency to determine that there is a unified plan of development:

1.a. The same person has retained or shared control of the developments;

b. The same person has ownership or a significant legal or equitable interest in the developments; or

c. There is common management of the developments controlling the form of physical development or disposition of parcels of the development.

2. There is a reasonable closeness in time between the completion of 80 percent or less of one development and the submission to a governmental agency of a master plan or series of plans or drawings for the other development which is indicative of a common development effort.

3. A master plan or series of plans or drawings exists covering the developments sought to be aggregated which have been submitted to a local general-purpose government, water management district, the Florida Department of Environmental Protection, or the Division of Florida Condominiums, Timeshares, and Mobile Homes for authorization to commence development. The existence or implementation of a utility's master utility plan required by the Public Service Commission or general-purpose local government or a master drainage plan shall not be the sole determinant of the existence of a master plan.

4. The voluntary sharing of infrastructure that is indicative of a common development effort or is designated specifically to accommodate the developments sought to be aggregated, except that which was implemented because it was required by a local general-purpose government; water management district; the Department of Environmental Protection; the Division of Florida Condominiums, Timeshares, and Mobile Homes; or the Public Service Commission.

5. There is a common advertising scheme or promotional plan in effect for the developments sought to be aggregated.

Chapter 380.06(19), *Florida Statutes*

(19) SUBSTANTIAL DEVIATIONS.—

(a) Any proposed change to a previously approved development which creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the regional planning agency, shall constitute a substantial deviation and shall cause the proposed change to be subject to further development-of-regional-impact review. There are a variety of reasons why a developer may wish to propose changes to an approved development of regional impact, including changed market conditions. The procedures set forth in this subsection are for that purpose.

(b) Any proposed change to a previously approved development of regional impact or development order condition which, either individually or cumulatively with other changes, exceeds any of the following criteria shall constitute a substantial deviation and shall cause the development to be subject to further development-of-regional-impact review without the necessity for a finding of same by the local government:

1. An increase in the number of parking spaces at an attraction or recreational facility by 10 percent or 330 spaces, whichever is greater, or an increase in the number of spectators that may be accommodated at such a facility by 10 percent or 1,100 spectators, whichever is greater.

2. A new runway, a new terminal facility, a 25-percent lengthening of an existing runway, or a 25-percent increase in the number of gates of an existing terminal, but only if the increase adds at least three additional gates.

3. An increase in industrial development area by 10 percent or 35 acres, whichever is greater.

4. An increase in the average annual acreage mined by 10 percent or 11 acres, whichever is greater, or an increase in the average daily water consumption by a mining operation by 10 percent or 330,000 gallons, whichever is greater. A net increase in the size of the mine by 10 percent or 825 acres, whichever is less. For purposes of calculating any net increases in size, only additions and deletions of lands that have not been mined shall be considered. An increase in the size of a heavy mineral mine as defined in s. 378.403(7) will only constitute a substantial deviation if the average annual acreage mined is more than 550 acres and consumes more than 3.3 million gallons of water per day.

5. An increase in land area for office development by 10 percent or an increase of gross floor area of office development by 10 percent or 66,000 gross square feet, whichever is greater.

6. An increase in the number of dwelling units by 10 percent or 55 dwelling units, whichever is greater.

7. An increase in the number of dwelling units by 50 percent or 200 units, whichever is greater, provided that 15 percent of the proposed additional dwelling units are dedicated to affordable workforce housing, subject to a recorded land use restriction that shall be for a period of not less than 20 years and that includes resale provisions to ensure long-term affordability for income-eligible homeowners and renters and provisions for the workforce housing to be commenced prior to the completion of 50 percent of the market rate dwelling. For purposes of this subparagraph, the term "affordable workforce housing" means housing that is affordable to a person who earns less than 120 percent of the area median income, or less than 140 percent of the area median income if located in a county in which the median purchase price for a single-family existing home exceeds the statewide median purchase price of a single-family existing home. For purposes of this subparagraph, the term "statewide median purchase price of a single-family existing home" means the statewide purchase price as determined in the Florida Sales Report, Single-Family Existing Homes, released each January by the Florida Association of Realtors and the University of Florida Real Estate Research Center.

8. An increase in commercial development by 55,000 square feet of gross floor area or of parking spaces provided for customers for 330 cars or a 10-percent increase of either of these, whichever is greater.

9. An increase in hotel or motel rooms by 10 percent or 83 rooms, whichever is greater.

10. An increase in a recreational vehicle park area by 10 percent or 110 vehicle spaces, whichever is less.

11. A decrease in the area set aside for open space of 5 percent or 20 acres, whichever is less.

12. A proposed increase to an approved multiuse development of regional impact where the sum of the increases of each land use as a percentage of the applicable substantial deviation criteria is equal to or exceeds 110 percent. The percentage of any decrease in the amount of open space shall be treated as an increase for purposes of determining when 110 percent has been reached or exceeded.

13. A 15-percent increase in the number of external vehicle trips generated by the development above that which was projected during the original development-of-regional-impact review.

14. Any change which would result in development of any area which was specifically set aside in the application for development approval or in the development order for preservation or special protection of endangered or threatened plants or animals designated as endangered, threatened, or species of special concern and their habitat, any species protected by 16 U.S.C. ss. 668a-668d, primary dunes, or archaeological and historical sites designated as significant by the Division of Historical Resources of the Department of State. The refinement of the boundaries and configuration of such areas shall be considered under sub-subparagraph (e)2.j.

The substantial deviation numerical standards in [2]subparagraphs 3., 5., 8., 9., and 12., excluding residential uses, and in subparagraph 13., are increased by 100 percent for a project certified under s. 403.973 which creates jobs and meets criteria established by the Office of Tourism, Trade, and Economic Development as to its impact on an area's economy, employment, and prevailing wage and skill levels. The substantial deviation numerical standards in subparagraphs 3., 5., 6., 7., 8., 9., 12., and 13. are increased by 50 percent for a project located wholly within an urban infill and redevelopment area designated on the applicable adopted local comprehensive plan future land use map and not located within the coastal high hazard area.[3]

(c) An extension of the date of buildout of a development, or any phase thereof, by more than 7 years is presumed to create a substantial deviation subject to further development-of-regional-impact review. An extension of the date of buildout, or any phase thereof, of more than 5 years but not more than 7 years is presumed not to create a substantial deviation. The extension of the date of buildout of an areawide development of regional impact by more than 5 years but less than 10 years is presumed not to create a substantial deviation. These presumptions may be rebutted by clear and convincing evidence at the public hearing held by the local government. An extension of 5 years or less is not a substantial deviation. For the purpose of calculating when a buildout or phase date has been exceeded, the time shall be tolled during the pendency of administrative or judicial proceedings relating to development permits. Any extension of the buildout date of a project or a phase thereof shall automatically extend the commencement date of the project, the termination date of the development order, the expiration date of the development of regional impact, and the phases thereof if applicable by a like period of time. In recognition of the 2007 real estate market conditions, all phase, buildout, and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, are extended for 3 years regardless of any prior extension. The 3-year extension is not a substantial deviation, is not subject to further development-of-regional-impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under this subsection.

Chapter 380.06(19), *Florida Statutes*

(d) A change in the plan of development of an approved development of regional impact resulting from requirements imposed by the Department of Environmental Protection or any water management district created by s. 373.069 or any of their successor agencies or by any appropriate federal regulatory agency shall be submitted to the local government pursuant to this subsection. The change shall be presumed not to create a substantial deviation subject to further development-of-regional-impact review. The presumption may be rebutted by clear and convincing evidence at the public hearing held by the local government.

(e)1. Except for a development order rendered pursuant to subsection (22) or subsection (25), a proposed change to a development order that individually or cumulatively with any previous change is less than any numerical criterion contained in subparagraphs (b)1.-13. and does not exceed any other criterion, or that involves an extension of the buildout date of a development, or any phase thereof, of less than 5 years is not subject to the public hearing requirements of subparagraph (f)3., and is not subject to a determination pursuant to subparagraph (f)5. Notice of the proposed change shall be made to the regional planning council and the state land planning agency. Such notice shall include a description of previous individual changes made to the development, including changes previously approved by the local government, and shall include appropriate amendments to the development order.

2. The following changes, individually or cumulatively with any previous changes, are not substantial deviations:

a. Changes in the name of the project, developer, owner, or monitoring official.

b. Changes to a setback that do not affect noise buffers, environmental protection or mitigation areas, or archaeological or historical resources.

c. Changes to minimum lot sizes.

d. Changes in the configuration of internal roads that do not affect external access points.

e. Changes to the building design or orientation that stay approximately within the approved area designated for such building and parking lot, and which do not affect historical buildings designated as significant by the Division of Historical Resources of the Department of State.

f. Changes to increase the acreage in the development, provided that no development is proposed on the acreage to be added.

g. Changes to eliminate an approved land use, provided that there are no additional regional impacts.

h. Changes required to conform to permits approved by any federal, state, or regional permitting agency, provided that these changes do not create additional regional impacts.

i. Any renovation or redevelopment of development within a previously approved development of regional impact which does not change land use or increase density or intensity of use.

j. Changes that modify boundaries and configuration of areas described in subparagraph (b)14. due to science-based refinement of such areas by survey, by habitat evaluation, by other recognized assessment methodology, or by an environmental assessment. In order for changes to qualify under this sub-subparagraph, the survey, habitat evaluation, or assessment must occur prior to the time a conservation easement protecting such lands is recorded and must not result in any net decrease in the

total acreage of the lands specifically set aside for permanent preservation in the final development order.

k. Any other change which the state land planning agency, in consultation with the regional planning council, agrees in writing is similar in nature, impact, or character to the changes enumerated in sub-subparagraphs a.-j. and which does not create the likelihood of any additional regional impact.

This subsection does not require the filing of a notice of proposed change but shall require an application to the local government to amend the development order in accordance with the local government's procedures for amendment of a development order. In accordance with the local government's procedures, including requirements for notice to the applicant and the public, the local government shall either deny the application for amendment or adopt an amendment to the development order which approves the application with or without conditions. Following adoption, the local government shall render to the state land planning agency the amendment to the development order. The state land planning agency may appeal, pursuant to s. 380.07(3), the amendment to the development order if the amendment involves sub-subparagraph g., sub-subparagraph h., sub-subparagraph j., or sub-subparagraph k., and it believes the change creates a reasonable likelihood of new or additional regional impacts.

3. Except for the change authorized by sub-subparagraph 2.f., any addition of land not previously reviewed or any change not specified in paragraph (b) or paragraph (c) shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence.

4. Any submittal of a proposed change to a previously approved development shall include a description of individual changes previously made to the development, including changes previously approved by the local government. The local government shall consider the previous and current proposed changes in deciding whether such changes cumulatively constitute a substantial deviation requiring further development-of-regional-impact review.

5. The following changes to an approved development of regional impact shall be presumed to create a substantial deviation. Such presumption may be rebutted by clear and convincing evidence.

a. A change proposed for 15 percent or more of the acreage to a land use not previously approved in the development order. Changes of less than 15 percent shall be presumed not to create a substantial deviation.

b. Notwithstanding any provision of paragraph (b) to the contrary, a proposed change consisting of simultaneous increases and decreases of at least two of the uses within an authorized multiuse development of regional impact which was originally approved with three or more uses specified in s. 380.0651(3)(c), (d), (e), and (f) and residential use.

(f)1. The state land planning agency shall establish by rule standard forms for submittal of proposed changes to a previously approved development of regional impact which may require further development-of-regional-impact review. At a minimum, the standard form shall require the developer to provide the precise language that the developer proposes to delete or add as an amendment to the development order.

2. The developer shall submit, simultaneously, to the local government, the regional planning agency, and the state land planning agency the request for approval of a proposed change.

3. No sooner than 30 days but no later than 45 days after submittal by the developer to the local government, the state land planning agency, and the appropriate regional planning agency, the local government shall give 15 days' notice and schedule a public hearing to consider the change that the

developer asserts does not create a substantial deviation. This public hearing shall be held within 60 days after submittal of the proposed changes, unless that time is extended by the developer.

4. The appropriate regional planning agency or the state land planning agency shall review the proposed change and, no later than 45 days after submittal by the developer of the proposed change, unless that time is extended by the developer, and prior to the public hearing at which the proposed change is to be considered, shall advise the local government in writing whether it objects to the proposed change, shall specify the reasons for its objection, if any, and shall provide a copy to the developer.

5. At the public hearing, the local government shall determine whether the proposed change requires further development-of-regional-impact review. The provisions of paragraphs (a) and (e), the thresholds set forth in paragraph (b), and the presumptions set forth in paragraphs (c) and (d) and subparagraph (e)3. shall be applicable in determining whether further development-of-regional-impact review is required.

6. If the local government determines that the proposed change does not require further development-of-regional-impact review and is otherwise approved, or if the proposed change is not subject to a hearing and determination pursuant to subparagraphs 3. and 5. and is otherwise approved, the local government shall issue an amendment to the development order incorporating the approved change and conditions of approval relating to the change. The requirement that a change be otherwise approved shall not be construed to require additional local review or approval if the change is allowed by applicable local ordinances without further local review or approval. The decision of the local government to approve, with or without conditions, or to deny the proposed change that the developer asserts does not require further review shall be subject to the appeal provisions of s. 380.07. However, the state land planning agency may not appeal the local government decision if it did not comply with subparagraph 4. The state land planning agency may not appeal a change to a development order made pursuant to subparagraph (e)1. or subparagraph (e)2. for developments of regional impact approved after January 1, 1980, unless the change would result in a significant impact to a regionally significant archaeological, historical, or natural resource not previously identified in the original development-of-regional-impact review.

(g) If a proposed change requires further development-of-regional-impact review pursuant to this section, the review shall be conducted subject to the following additional conditions:

1. The development-of-regional-impact review conducted by the appropriate regional planning agency shall address only those issues raised by the proposed change except as provided in subparagraph 2.

2. The regional planning agency shall consider, and the local government shall determine whether to approve, approve with conditions, or deny the proposed change as it relates to the entire development. If the local government determines that the proposed change, as it relates to the entire development, is unacceptable, the local government shall deny the change.

3. If the local government determines that the proposed change should be approved, any new conditions in the amendment to the development order issued by the local government shall address only those issues raised by the proposed change and require mitigation only for the individual and cumulative impacts of the proposed change.

4. Development within the previously approved development of regional impact may continue, as approved, during the development-of-regional-impact review in those portions of the development which are not directly affected by the proposed change.

Chapter 380.06(19), *Florida Statutes*

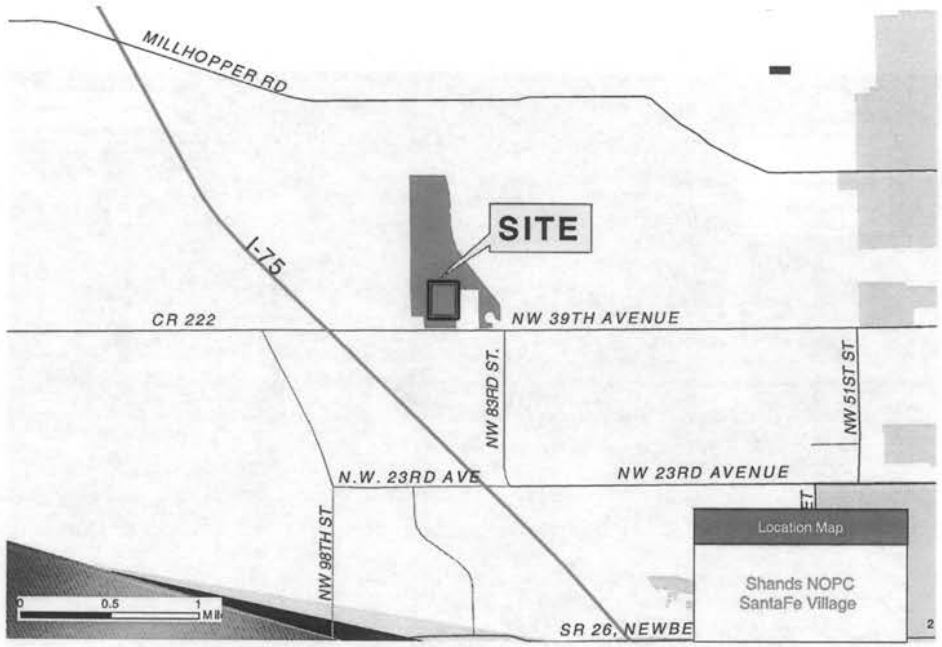
(h) When further development-of-regional-impact review is required because a substantial deviation has been determined or admitted by the developer, the amendment to the development order issued by the local government shall be consistent with the requirements of subsection (15) and shall be subject to the hearing and appeal provisions of s. 380.07. The state land planning agency or the appropriate regional planning agency need not participate at the local hearing in order to appeal a local government development order issued pursuant to this paragraph.

(i) An increase in the number of residential dwelling units shall not constitute a substantial deviation and shall not be subject to development-of-regional-impact review for additional impacts, provided that all the residential dwelling units are dedicated to affordable workforce housing and the total number of new residential units does not exceed 200 percent of the substantial deviation threshold. The affordable workforce housing shall be subject to a recorded land use restriction that shall be for a period of not less than 20 years and that includes resale provisions to ensure long-term affordability for income-eligible homeowners and renters. For purposes of this paragraph, the term "affordable workforce housing" means housing that is affordable to a person who earns less than 120 percent of the area median income, or less than 140 percent of the area median income if located in a county in which the median purchase price for a single-family existing home exceeds the statewide median purchase price of a single-family existing home. For purposes of this paragraph, the term "statewide median purchase price of a single-family existing home" means the statewide purchase price as determined in the Florida Sales Report, Single-Family Existing Homes, released each January by the Florida Association of Realtors and the University of Florida Real Estate Research Center.

Shands Notice of Proposed Change

SantaFe Village Development of Regional Impact

January 25, 2011



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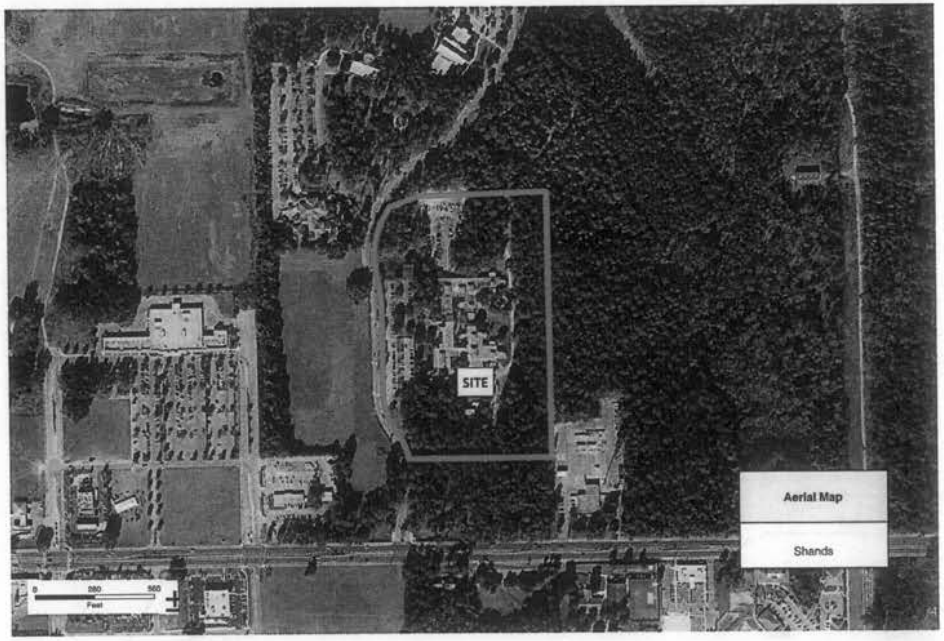
Aerial Map
Shands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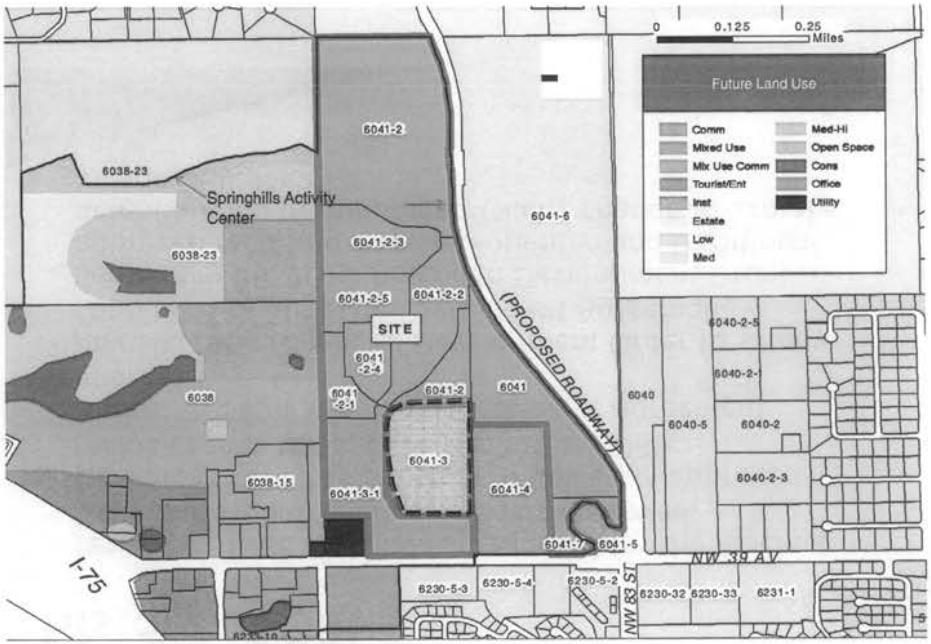
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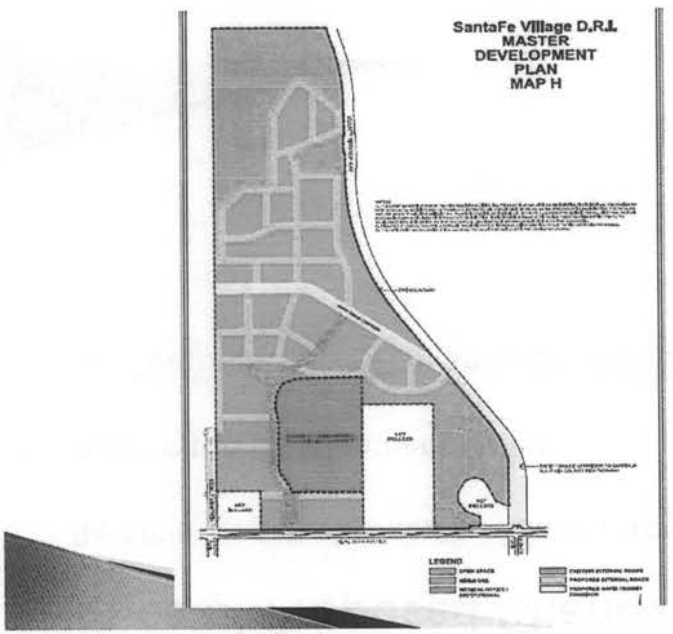
SantaFe Village D.R.I.
MASTER DEVELOPMENT PLAN
MAP H
LEGEND

History of DRI

- January 7, 1986 Original Santa Fe DRI for the Alachua General Hospital Satellite Campus approved;
- December 15, 1993 Substantial Deviation approved (name change to Santa Fe Health Park DRI);
- August 8, 1994 Stipulated Settlement Agreement approved;
- July 19, 1994 Amended Development Order to satisfy conditions of Stipulated Settlement Agreement
- September 28, 2010 Amended Development Order approved requiring a transit-oriented and traditional neighborhood development. (Name change to SantaFe Village DRI)

Notice of Proposed Change

- Remove 20 acres owned by Shands from the DRI
- Amend the Development Order
- No Comprehensive Plan amendment necessary

Two Decision Points

- Is the proposed change a Substantial Deviation pursuant to Ch. 380.06(19), *Florida Statutes?*
- Should the Development Order be amended to remove the Shands property?
  - analyze Aggregation Criteria in Chapter 380.0651, *F.S.*

Recommendation

- That the County Commission make a determination that pursuant to Ch. 380.06(19), *F.S.* the requested change is not a Substantial Deviation; and,
- That the County Commission not amend the Development Order for the SantaFe Village DRI

January 25, 2011 Regular BoCC Meeting
Agenda Item #24

Title
Report of Contracts Signed by the County Manager and County Staff for October and November, 2010 (Amended)

Amount
NA

Description
Report of Contracts Signed by County Manager for October and November 2010.

Recommendation
Accept the report and include a copy of the agreements in the minutes of the Board of County Commissioners.

Alternative(s)
Do not accept the report and provide direction

Requested By
John Johnson - 338-7392

Originating Department
County Manager - Office of Management and Budget

Attachment(s) Description
Report of Contracts signed by County Manager and Staff - October and November 2010

Documents Requiring Action
Report of Contracts signed by County Manager and Staff - October and November 2010

Executive Summary
List of Contracts signed by County Manager and County Staff for October and November 2010 as authorized by guidelines adopted by the Board of County Commissioners. Copies of the agreements to be include in the Board's minutes.

Background
At their regular meeting on December 12, 2000 the Board of County Commissioners adopted guidelines governing signature authority for contracts that could be signed by the County Manager and County Staff and provided that a copy of any such contracts be included in the Board's minutes. Originals of contracts are maintained by the Office of Management and Budget

Issues
Whether to include a copy of the contracts in the Boards Agenda. Not doing so would require revision of the Board's Guidelines

Fiscal Recommendation
Funding for or revenues derived from contracts are included in the appropriate annual budget and are detailed on the County Manager summary attached to each agreement

Fiscal Alternative(s)
NA

Funding Sources
various

Account Code(s)
vsarious

Attachment: Report of Contracts Oct Nov 2010.pdf

CONTRACTS [illegible]D BY COUNTY MANAGER OR STAFF

October a[illegible]vember 2010

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
5246	STAR GARAGE CORPORATION	10/01/2010 TO 09/30/2011	($11,868.00)	Eighth Amendment to Lease Agreement for office space for Public Defender Deposition Rooms	10/5/2010	ADMINISTRATIVE SERVICES/FACILITIES	Annual lease amount
6927	EQ FLORIDA, INC	10/01/2010 to 09/30/2011	($31,529.00)	Second Amendment to Agreement for hazardous waste collection services	10/5/2010	ENVIRONMENTAL PROTECTION/HAZARDOUS WASTE	Amount is estimated
7435	AUTOMATION & SECURITY TECHNOLOGIES, INC	10/07/2010 until completed	($48,620.00)	Agreement to install and integrate power line controls in the Administration system	10/7/2010	ADMINISTRATIVE SERVICES	
6763	LOWES CLEANING SERVICES, INC	10/01/2010 to 09/30/2011	($31,873.92)	Third Amendment to Agreement for Janitorial Services	10/7/2010	ADMINISTRATIVE SERVICES/FACILITIES	Services at: Transfer Station (Levida Brown Park) Star Garage (All leased space) Hazardous Household Building (Levida Brown Park
7413	L3 COMMUNICATIONS SECURITY AND DETECTION SYSTEMS, INC	10/01/2010 to 09/30/2011	($15,400.00)	Agreement for maintenance for X-ray systems at the Criminal Justice Center	10/7/2010	ADMINISTRATIVE SERVICES/FACILITIES	
7428	FAYE COLE JOHNSON, TRUSTEE	10/01/2010 to 09/30/2012	($36,000.00)	Lease Agreement for storage space located at 6520 NW 18th Drive, Gainesville	10/7/2010	ADMINISTRATIVE SERVICES/FACILITIES	Alachua County Health Department reimburses County for full cost of lease
6647	NATIONAL PAYMENT CORPORATION	04/01/201 until terminated	Rate Based	Agreement for provision of electronic pay stubs	10/7/2010	ADMINISTRATIVE SERVICES/HUMAN RESOURCES	
7415	T. C. COLEMAN AND CALLIE WALLACE (INDIVIDUALS)	10/02/2010 to 10/03/2010	$2,250.00	License Agreement for use of Alachua County Fairgrounds	10/7/2010	COUNTY MANAGER/FAIRGROUNDS	Custom Car and Truck Show
7419	ALACHUA COUNTY ROLLERS	11/20/2010 to 12/31/2010	$1,025.00	License Agreement for use of Alachua County Fairgrounds	10/7/2010	COUNTY MANAGER/FAIRGROUNDS	For weekly practice for roller derby
7349	ROCK SOLID BUILDERS, INC	100 days after NTP (unchanged)	($4,357.00)	First Amendment to Agreement for rehabilitation of house located at 3150 NE 12th Street, Gainesville	10/7/2010	GROWTH MANAGEMENT/HOUSING	Grant Funded under the CDBG NSP Program. New Contract total is $48,123.00
7353	FLA HOMES INC R/C	55 days after NTP* (unchanged)	($7,205.00)	First Amendment to Agreement for rehabilitation of house located at 608 NW 1st Street, Gainesville	10/7/2010	GROWTH MANAGEMENT/HOUSING	Grant Funded under the CDBG NSP** Program. New Contract total is $28,876.00
7370	M. J. JOHNSON CONSTRUCTION, INC	55 days after NTP (unchanged)	($240.00)	First Amendment to Agreement for rehabilitation of house located at 250 SE 74th Street, Gainesville	10/7/2010	GROWTH MANAGEMENT/HOUSING	Grant Funded under the CDBG NSP Program. New Contract total is $12,193.00
7418	CITY OF HAWTHORNE	10/01/2010 to 09/30/2011	$27,500.00	Agreement to provide planning services	10/8/2010	GROWTH MANAGEMENT/PLANNING	
6523	ALACHUA COUNTY HEALTH DEPARTMENT	10/01/2010 to 10/15/2010	none	Second Amendment to Agreement for Health Alachua: Worksite Wellness Program	10/10/2010	ADMINISTRATIVE SERVICES/RISK	
6019	HELPING HANDS CLINIC, INC	10/01/2010 to 09/30/2011	($36,000.00)	Fifth Amendment to Agreement for provision of Primary Care	10/12/2010	COMMUNITY SUPPORT SERVICES/CHOICES	Reimbursement based agreement under CHOICES. Amount is a ""not to exceed""
7423	CHERYL L. EDWARDS AND WAYNE DODD	09/16/2010 to 04/30/2010	none	License Agreement for a Training Burn on property located at 7959 NE 36th St, Gainesville	10/12/2010	PUBLIC SAFETY/TRAINING	
7420	KAREN E. SCHAEDEL, DVM	10/12/2010 to 098/30/2011	Rate based	Agreement for provision of veterinarian services	10/12/2010	PUBLIC WORKS/ANIMAL SERVICES	
6676	UNIVERSITY OF FLORIDA BOARD OF TRUSTEES	10/01/2010 to 09/30/2010	$20,000.00	Fifth Amendment to Agreement for funding for the Equal Access Clinic	10/14/2010	COMMUNITY SUPPORT SERVICES/CHOICES	Amount is a "not to exceed"

* Notice to Proceed

** Community Development Block Grant Neighborhood Stabilization Program

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7421	CREATIVE COUNSELING SERVICES OF GAINESVILLE, INC	10/01/2010 to 09/30/2011	($18,000.00)	Agreement for the prevention of batterer's intervention and Mental Health Services for the Day Reporting Program	10/14/2010	COURT SERVICES/DAY REPORTING	Reimbursement based agreement for Day Reporting. Amount is a "not to exceed"
7455	GAINESVILLE HOUSING AUTHORITY	10/01/2010 to 04/30/2012	($60,000.00)	Agreement for administering the Community Development Block Grant Disaster Recovery Program	10/18/2010	GROWTH MANAGEMENT/HOUSING	Grant funded
7433	TOTAL ADMINISTRATIVE SERVICES CORPORATION	10/01/201 until terminated	Rate based	Agreement for administration of the Flexible Benefits Plan	10/25/2010	ADMINISTRATIVE SERVICES/RISK	rate is $5.00/month per participant
7321	STATE FO FLORIDA, DEPARTMENT FO COMMUNITY AFFAIRS	06/16/2010 to 06/16/2010	$60,000.00	Grant Agreement for the Community Development Block Grant Disaster Recovery Program	10/27/2010	GROWTH MANAGEMENT/HOUSING	Grant
7477	MERIDIAN BEHAVORIAL HEALTHCAFRE, INC	09/01/2010 to 09/30/2011	($25,000.00)	Agreement to provide psychiatric services	11/4/2010	COURT SERVICES	Funded by the "No Wrong Door 2" Grant
7441	UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, DEPARTMENT FO PEDIATRICS	10/01/2010 until terminated	rate based	Memorandum of Understanding establishing the process and setting initial costs for examinations of allegedly abused, abandoned or neglected children	11/8/2010	COMMUNITY SUPPORT SERVICES/VICTIM SERVICES AND RAPE CRISIS CENTER	
7442	UNIVERSITY FO FLORIDA, COLLEGE OF MEDICINE (PEDIATRICS)	00/09/2010 until terminated	none	Memorandum of Understanding to encourage and enhance services for allegedly abused, abandoned, or neglected children	11/8/2010	COMMUNITY SUPPORT SERVICES/VICTIM SERVICES AND RAPE CRISIS CENTER	
7452	LEG-A-Z SOCCER ACADEMY, INC	11/18/2010 until terminated	none	Agreement for management of the Cynthia Moore Chestnut Park and Clark Butler Nature Preserve multi-purpose fields and courts	11/18/2010	PUBLIC WORKS/PARKS	
4307	UNIVERSITY OF FLORIDA BOARD OF TRUSTEES	10/01/2010 to 09/30/2011	($25,000.00)	Twelfth Amendment to Agreement for the Southwest Landfill leachate and gas monitoring programs	11/18/2010	PUBLIC WORKS/SOLID WASTE	
6561	EMERSON POWER NETWORK/LEIBERT SERVICES, INC	10/01/2010 to 09/30/2011	($16,982.00)	First Amendment to Agreement for maintenance of the uninterrupted power source at the Consolidated Communications Center and the Couth Administration building	11/23/2010	ADMINISTRATIVE SERVICES/FACILITIES	
7447	INNOVATIVE ENTERTAINMENT	12/12/2010	($345.00)	DJ performance Agreement for annual Foster Grandparents Program recognition luncheon	11/23/2010	COMMUNITY SUPPORT SERVICES/FOSTER GRANDPARENTS	
7453	WILDLIFE MANAGEMENT SERVICES, INC	10/01/2010 to 09/30/2011	($14,041.00)	License Agreement for hog removal on Alachua County Forever Preserves	11/23/2010	ENVIRONMENTAL PROTECTION/LEGACY LAND	Amount is a "not to exceed"

* Notice to Proceed

** Community Development Block Grant Neighborhood Stabilization Program

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: Victory Temple Ministries, Pastor (A Stan Young

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

A. To provide community service program participants, when possible, to the requesting supervising agency.

B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: _____
Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 15-12-10

SUPERVISING AGENCY:

by: LaShon Young
Title: PASTOR

Address: 908 S.E. Williston Rd
Gainesville, FL 32641

Phone: (352) 377-4944

Date: 12/13/10

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: Lil Ones World Daycare Center, Inc./James Franklin

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

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B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 12-12-10

SUPERVISING AGENCY:

by: _____

Title: Business Manager

Address: 1735 SE Hawthorne Rd
Gainesville, FL 32641

Phone: 352-335-2285

Date: 12/14/2010

#7477

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 5, 2011

MEMORANDUM

To: Jim Santangelo
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 4, 2010 & Received in Contracts November 8, 2010**

Attached please find a copy of the document referenced below which was signed by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

MERIDIAN BEHAVIORAL HEALTH CARE
Agreement for provision of Psychiatric Services under the "No Wrong Door 2 Grant"
Term: September 1, 2010 – September 30, 2013
(Option to renew)
Amount: $ 25,000.00 Annual Not to Exceed
Account: 100-3690-569.34-10

Please keep this copy for your file. Jim received the vendor original November 11, 2010. Enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Agreement for the Provision of Psychiatric Services between Alachua County and Meridian Behavioral Health Care, Inc.**

DEPARTMENT:	RETURN TO	CONTACT: Jim Santangelo
Court Services	Jim Santangelo	PHONE #: 491.4634

DOCUMENT(S) REQUIRING ACTION:	Agreement with Meridian	AMOUNT: **$25,000**

EXECUTIVE SUMMARY: The Agreement with Meridian will allow for expedited psychiatric evaluations for individuals being diverted from jail under the No Wrong Door 2 grant.

BACKGROUND: Effective October 1, 2009, the No Wrong Door 2 grant provides services for individuals with co-occurring disorders who are diverted from jail for community supervision and treatment. Services include psychiatric evaluations, medications, housing, transportation and clothing. This agreement covers the psychiatric evaluations.

ISSUES: The Agreement with Meridian needs to be signed to allow the services to begin.

ACTION

Recommendation: Have the County Manager sign the Agreement.

BUDGETARY IMPACT

Recommendation:	**Sign the agreement as services are funded by the grant.**
Funding Sources:	**Department of Justice Grant.**
Associated Costs	**N/A**
Account Code:	**100-3690-569.34-10**

ATTACHMENTS:	**Agreement with Meridian**
SUGGESTED REFERENCE MATERIAL:	**N/A**

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					11/4/10

Rev 8-2003

AGREEMENT

This Agreement is entered into this 4th day of November, 2010, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Meridian Behavioral Health Care, doing business at 4300 SW 13th Street, Gainesville, Florida 32608, hereinafter referred to as "Meridian";

WITNESSETH:

WHEREAS, the County was awarded Department of Justice "No Wrong Door Grant" #2009-D1-BX-0288 for the provision of psychiatric services,

WHEREAS, the County wishes to obtain behavioral health care services to fulfill requirements of this Grant; and,

WHEREAS, the County has determined Meridian to be qualified to perform said behavioral health care services,

WHEREAS, Meridian is willing and able to perform such behavioral health care services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term - This Agreement is effective beginning September 1, 2010 and continuing through September 30, 2013 unless earlier terminated as provide herein. The County has the ability to renew this Agreement for additional periods under the terms and specifications contained herein contingent upon availability of grant funding. It is understood that the funds for

psych services contract

this Agreement originate with the Grant to Alachua County from the Department of Justice and are subject to the terms of the Grant.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners and funding under the Grant. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. Duties of Meridian - Meridian shall have and perform the following duties, obligations, and responsibilities to the County:

The Department of Court Services will refer individuals (clients) to Meridian to determine the need for and/or provide behavioral health care services. Clients referred under this agreement shall receive expedited services (within 3 days of referral) outside the normal waiting lists for being seen. These services shall include:

(1) Expedited psychiatric evaluations to identify the presence of a mental health problem. Each client referred will be evaluated to determine the presence of a mental health condition and the need for treatment and/or medication to treat the condition.

(2) Necessary medications shall be prescribed with follow up medical compliance visits scheduled to monitor the patient's response to the medications and to adjust the medications as necessary in response to any adverse side effects or a failure to respond to the medications as prescribed.

Clients referred to Meridian for a mental health evaluation will be asked to sign a Release of Information allowing Meridian and Court Services personnel to exchange information about evaluation results, treatment progress, treatment compliance, and discharge status.

Meridian will comply with all applicable requirements for a sub-grantee under the

psych services contract

Grant.

3. Method of Payment - For all services actually, timely and faithfully performed, Meridian will be paid as follows:

A. The total amount paid under this Agreement shall not exceed twenty-five thousand dollars ($25,000) for each 12 month term of the Agreement for psychiatric services.

B. Meridian shall be paid for the psychiatric evaluations and medical compliance appointments one hundred percent (100%) of 2006 Medicare allowable rate for Alachua County. These rates may be adjusted in if new Medicare rates for Alachua County are published by the Federal Government and the increase approved by the Department of Justice. The County shall not be billed or be responsible for payment for services provided to clients who have Medicaid, who are eligible for any subsidized aid, or who have insurance that will cover such services.

C. As a condition precedent for any payment, Meridian shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. Meridian's invoice shall describe with reasonable particularity each service rendered, the date thereof, the unique identifier of the person receiving the services and the person(s) rendering such service. Meridian's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a designated Meridian official, which signature shall constitute Meridian's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Meridian covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Meridian that payment of any portion thereof should be withheld. Meridian shall submit invoices to the County at the following address:

psych services contract

Director
Department of Court Services
14 NE 1st Street
Gainesville, FL 32601

D. The County shall make payment to Meridian, for all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Local Government Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Meridian Behavioral Health Care
Access Center
4300 SW 13th St.
Gainesville, FL 32608

4. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to Meridian:

A. Court Services shall refer identified individuals (clients) for evaluation.

5. Personnel - Meridian shall assign only qualified personnel to perform any service required under this Agreement. Psychiatric services under this Agreement must be provided by licensed psychiatrists.

6. Notice - Except as otherwise provided in this Agreement, notice of default or Termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. For purposes of all notices,

Contractor's and County representative are:

County: Director
Department of Court Services
14 NE 1st Street
Gainesville, FL 32601

psych services contract

Meridian: Dr. Margarita Labarta, Ph.D.
Meridian Behavioral Health Care
Access Center
4300 SW 13th Street
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to Office of Management and Budget
Attn: Contracts
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32607

7. Default and Termination - The failure of Meridian to comply with any provision of this Agreement will place Meridian in default. Prior to terminating the Agreement, the County will notify Meridian in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give Meridian seven (7) days to cure the default. The Director of Court Services is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to Meridian.

The County may terminate the Agreement without cause by first providing at least twenty four (24) hours written notice to Meridian prior to the termination date. The County's Director of Court Services is authorized to provide written notice of termination on behalf of the County.

If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours notice in writing to Meridian. The County

psych services contract

will be the final authority as to the availability of funds. The County will pay Meridian for all work completed prior to any notice of termination.

8. Project Records - For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, Meridian shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Meridian's possession relating to the contract. Additionally, Meridian shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this Agreement or license, Meridian may claim that some or all of Meridian's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Meridian in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Meridian shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by Meridian as

psych services contract

"Confidential Information" or "CI".

The County shall promptly notify Meridian in writing of any request received by the County for disclosure of Meridian's Confidential Information and Meridian may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Meridian shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Meridian shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Meridian's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Meridian shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Meridian releases County from claims or damages related to disclosure by County.

9. Laws & Regulations - Meridian will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. Meridian is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If Meridian is not familiar with, federal, state and local laws, ordinances, code rules and regulations, Meridian remains liable for any violation and all subsequent damages or fines.

10. Indemnification - Meridian agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any

psych services contract

and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. Meridian further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Meridian agrees that indemnification of the County shall extend to any and all work performed by Meridian, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Meridian's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and Meridian.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

11. Health Insurance Portability and Accountability Act (HIPAA) – The County acknowledges that it is a covered component of a hybrid entity as provided by HIPAA. Meridian acknowledges that they are a covered entity under HIPAA. Meridian is acting as a business associate of the County. Both parties agree to the terms and conditions of Attachment A – Business Associate Agreement.

12. Insurance - Meridian will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment B.

13. Assignment of Interest - Neither party will assign or transfer any interest in this

psych services contract

Agreement without prior written consent of the other party.

14. Successors and Assigns - The County and Meridian each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

15. Independent Contractor - In the performance of this Agreement, Meridian is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Meridian is solely responsible for the means, method, technique, sequence, and procedure utilized by Meridian in the full performance of the Agreement.

16. Collusion - By signing this Agreement, Meridian declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

17. Conflict of Interest - Meridian warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. Meridian shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. Third Party Beneficiaries - This Agreement does not create any relationship with, or any rights in favor of, any third party.

19. Severability - If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

20. Non Waiver - The failure of any party to exercise any right in this Agreement

psych services contract

shall not be considered a waiver of such right.

21. Governing Law and Venue - This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

22. Attachments - All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

23. Amendments - The parties may amend this Agreement only by mutual written Agreement of the parties.

24. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

25. Construction - This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

26. Counterparts – This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

27. Entire Agreement - This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

psych services contract

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

MERIDIAN BEHAVIORAL HEALTH CARE

BY: _____

Margarita Labarta, PhD
PRINT/TYPE:

President/CEO
TITLE:

psych services contract

ATTACHMENT A

ALACHUA COUNTY
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information ("Protected Health Information", or "PHI")obtained, created or maintained by certain entities, including healthcare TPAs (the "HIPAA Privacy Rule"); and

WHEREAS, Meridian and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the County pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the HIPAA Privacy Rule requires that the County and Meridian execute this Addendum in order to protect the privacy of PHI;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. **Use and Disclosure of PHI to Provide Services**. Meridian will not use or further disclose PHI (as such term is defined in the HIPAA Privacy Rule) other than as permitted or required by the terms of the Services Agreement or as required by law. Except as otherwise provided in this document, Meridian may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Addendum are prohibited.

2. **Additional Meridian Activities**. Except as otherwise provided in this Addendum, Meridian may also:

   2.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Meridian, provided that such uses are permitted under state and federal confidentiality laws.

   2.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Meridian. Meridian represents to County that (i) any disclosure it makes will be permitted under applicable laws, and (ii) Meridian will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted

psych services contract

under the HIPAA Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Addendum, and that such person will notify Meridian of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3 To bring together the County's PHI in Meridian's possession with the PHI of other covered entities that Meridian has in its possession through its capacity as a Meridian to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the County with data analyses relating to its Healthcare Operations, as such term is defined in the HIPAA Privacy Rule. Meridian will not disclose the PHI obtained from County to another covered entity without written authorization from the County.

2.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 42 C.F.R. § 164.514(b) and that Meridian maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Addendum.

3. **Meridian Covenants**. Meridian agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Addendum, the HIPAA Privacy Rule, and applicable State law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Addendum;

3.4 Report to the County any use or disclosure of the PHI not permitted by this Addendum within five (5) days of Meridian becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of **Section 2.2**, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by Meridian on behalf of the County agree to the same restrictions and conditions that apply to Meridian with respect to the PHI;

3.6 Within ten (10) days of a request by County, report to County all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the HIPAA Privacy Rule. The report to the

psych services contract

County shall identify: (i) the subject of the PHI (i.e., patient name or identifier), (ii) the PHI disclosed, and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. § 164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from County;

3.8 Comply with County policies and procedures with respect to the privacy and security of PHI and other County records, as well as policies and procedures with respect to access and use of County's equipment and facilities;

3.9 Provide the rights of access, amendment, and accounting as set forth in **Sections 5, 6** and **7**.

4. **County Covenants**. The County agrees to notify Meridian of material limitations to the consents or authorizations that have been obtained by the County from their patients, clients or employees and any other restrictions on the use or disclosure of PHI as agreed to by the County.

5. **Access to PHI**. Within five (5) days of a request by the County for access to PHI about a patient, client or employee contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule, Meridian shall make available to the County, or the patient, client or employee to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from Meridian, Meridian shall, within five (5) days, forward such request to the County. Any denials of access to the PHI requested shall be the responsibility of the County.

6. **Amendment of PHI**. Within ten (10) days of receipt of a request from the County for the amendment of a patient's, client's or employee's PHI or a record contained in a Designated Record Set Meridian shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that the County has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Meridian or others to the loss of the individual who is the subject of the PHI to be amended. The obligation in this **Section 6** shall apply only for so long as the PHI is maintained by Meridian in a Designated Record Set.

7. **Accounting for Disclosures of PHI**. Within thirty (30) days of notice by the County to Meridian that it has received a request for an accounting of disclosures of PHI regarding an individual, Meridian shall make available to the County such information as is in Meridian's possession and is required for the County to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to

psych services contract

Meridian, Meridian shall, within five (5) days, forward the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested.

8. **Access to Books and Records Regarding PHI**. Meridian will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Meridian on behalf of, the County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the County's compliance with the HIPAA Privacy Rule.

9. **Disposition of PHI upon Termination**. Meridian will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by Meridian on behalf of, the County which Meridian and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, Meridian will notify the County of such event in writing, and will therefore extend the protections of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. **Representations and Warranties**

10.1 Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Addendum and to perform its obligations described in this Addendum, and that the performance by it of its obligations under this Addendum have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that neither the execution of the Services Agreement, including this Addendum, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Addendum are or shall be appropriately informed of the terms of this Addendum and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Addendum.

psych services contract

(d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Addendum.

11. **Term**. Unless otherwise terminated as provided in Section 12, this Addendum shall become effective on the Effective Date of the Services Agreement and shall have a term that shall run concurrently with that of the Services Agreement.

12. **Termination and Survival of Certain Provisions**

12.1 Generally. This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Addendum shall survive such expiration or termination, as provided herein.

12.2 Termination by the County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may immediately terminate this Addendum, the Services Agreement and any related agreements if the County makes the determination that Meridian has breached a material term of this Addendum. Alternatively, and in the sole discretion of the County, the County may choose to provide Meridian with written notice of the existence of the breach and provide Meridian with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Meridian shall cure said breach to the satisfaction of the County within an additional fifteen (15) days. Failure by Meridian to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the County. If termination is not feasible, County has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

12.3 Termination by Meridian. If Meridian determines that the County has breached a material term of this Addendum, then Meridian shall provide the County with written notice of the existence of the breach and shall provide the County with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, the County shall cure said breach to the satisfaction of Meridian within an additional fifteen (15) days. Failure by the County to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Meridian.

Effect of Termination. Upon termination pursuant to Section 12, Meridian agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Meridian further agrees to recover any PHI in the possession of its subcontractors or agents.

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If it is not feasible for Meridian to return or destroy all PHI, Meridian will notify the County in writing. Such notification shall include: (i) a statement that Meridian has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. Meridian further agrees to extend any and all protections, limitations and restrictions contained in this Addendum to the Late fees or interest on unpaid claims that are in accordance with the provisions of §218 Part VII, Florida Statutes (Local Government Prompt Pay Act" and the Alachua County Prompt Pay Procedures that are incurred due to actions of the County shall be paid by Meridian and reimbursed by the County.

13. Meridian's use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible. If it is not feasible for Meridian to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Meridian must provide a written explanation to the County and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Addendum to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

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ATTACHMENT B

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising

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out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

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psych services contract

7453

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 8, 2010

MEMORANDUM

To: Sandra Vardaman
Environmental Protection Department

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 23, 2010**

Attached please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

WILDLIFE MANAGEMENT SERVICES, LLC
License Agreement for Hog Removal on Alachua County Forever Preserves
Term: December 7, 2010 – Until Terminated
Amount: N/A **Account: N/A**

Please forward the original document to the vendors and keep a copy for your files. Thank you for your assistance.

Enclosures

cc: File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

#7453

ITEM DESCRIPTION:	License Agreement for hog removal on Alachua County Forever Preserves.		
DEPARTMENT:	RETURN TO	CONTACT:	Sandra Vardaman
EPD	Sandra Vardaman	PHONE #:	264-6803
DOCUMENT(S) REQUIRING ACTION:	License Agreement for Hog Removal	AMOUNT: Savings of up to $10,000 per year	

EXECUTIVE SUMMARY: The Alachua County Environmental Protection Department (ACEPD) requests approval of a license agreement with Wildlife Management Services, LLC for hog removal services on lands managed by Alachua County Forever in exchange for the feral hogs. Feral hogs are increasing in number and causing damage to the natural resources within Alachua County Forever (ACF) Preserves as well as to neighboring properties.

BACKGROUND: Alachua County has acquired over 15,000 acres of environmentally significant lands through the Alachua County Forever bond and the Wild Spaces Public Places surtax. The Alachua County Environmental Protection Department Land Conservation Program is the lead manager for approximately 11,500 acres of natural areas, including Balu Forest. Feral hogs impose a variety of negative environmental impacts including habitat degradation, predation on native species, and competition with native species. They are capable of destroying plant communities with their rooting activities. In order to responsibly manage the County's environmentally sensitive lands, feral hog populations must be controlled.

One of the Guiding Principles for the ACF Program adopted by the County Commission on February 25, 2002 was "...To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship. This agreement could save the County as much as $10,000 per year in hog removal services, and as such is consistent with the guiding principle of minimizing stewardship expenses.

ISSUES: Agreement for private hog removal on County land. Feral hogs are increasing in number and causing damage to the natural resources within Alachua County Forever (ACF) Preserves as well as to neighboring properties. Wildlife Management Services, LLC has offered to remove hogs from County lands in exchange for the feral hogs alone. This agreement will provide an important service at no cost to the County. The Licensee has agreed to maintain the requested level of insurance and liability coverage (Attachment B to the Agreement).

ACTION

Recommendation: Approve and sign the license agreement for hog removal on Alachua County Forever managed lands.

BUDGETARY IMPACT

Recommendation:	Approval of this agreement will save the County approximately $10,000 per year
Funding Sources:	N/A
Associated Costs	N/A
Account Code:	N/A
ATTACHMENTS:	License Agreement for Hog Removal on Alachua County Forever Preserves (2 originals)
SUGGESTED REFERENCE MATERIAL:	n/a

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
CB				RHL	11/23/10

LICENSE AGREEMENT
For
Hog Removal on Alachua County Forever Preserves

THIS LICENSE AGREEMENT, made and entered into this 23rd day of November, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Wildlife Management Services, LLC, hereinafter referred to as "Licensee";

WITNESSETH:

WHEREAS, over 15,000 acres of environmentally significant lands have been acquired by Alachua County through the Alachua County Forever bond and the Wild Spaces, Public Places sales tax, to protect, improve and manage its natural resources for future generations; and

WHEREAS, the Alachua County Environmental Protection Department Land Conservation Program is the lead manager for approximately 11,500 acres of natural areas, including Balu Forest; and

WHEREAS, one of the Guiding Principles adopted by the BoCC on February 25, 2002 for the ACF Program was "...To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship; and

WHEREAS, feral hogs are large non-endemic, omnivorous animals common to Florida. The species possesses the highest reproductive potential of any North American large mammal, and currently inhabits many areas in such large numbers that it adversely impacts the environment. Feral hogs impose a variety of negative environmental impacts through habitat degradation, predation on native species, and competition with native species. They are capable of destroying whole plant communities by their rooting activities. Some of these plant communities contain threatened or endangered plants and animals. Feral hogs are suspected of

preying on young gopher tortoises, a listed species in Florida, and other rare amphibians, reptiles, and ground nesting birds.

WHEREAS, the Licensee has demonstrated their willingness to work with the County to further the goals of the Alachua County Forever Program; and

WHEREAS, the Licensee, in their capacity as an Independent Contractor to the County as described in Paragraph 3 of this Agreement, wishes to assist Alachua County with feral hog removal on the Alachua County Forever Managed Properties in exchange for the feral hogs in furtherance of the Alachua County Forever Program Goals; and

WHEREAS, the County finds that this use would be beneficial to the County by providing feral hog removal services at no cost to the County; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1) Term. The term of this Agreement shall be from DEC. 7, 20 10, and shall remain in effect until terminated as provided in Section 11 of this Agreement.

   a) Property. This Agreement is for the use of EPD managed Properties, hereinafter referred to as "Properties" and as depicted by the map contained in Attachment A to this Agreement and made a part thereof. Properties may be added to or removed from the agreement, as deemed appropriate for feral hog removal services by County Staff without amending this Agreement.

2) Independent Contractor Status. In the performance of this Agreement, the Licensee is acting in the capacity of an Independent Contractor and not as an agent, employee, partner,

joint venturer or associate of the County. The Licensee is solely responsible for the means, method, technique, sequence, and procedure utilized by the provider in the full performance of this Agreement. As a service provider outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee verifies that he has posted clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to worker's compensation benefits.

3) Use of Property. Licensee agrees to use the Property exclusively to:

a) Remove feral hogs from the Property.

4) Payment. Licensee agrees to provide these services to the County in exchange for the privilege of removing feral hogs from the Properties, and the feral hogs removed from the Properties, and at no cost to the County.

5) Grant. The County grants to Licensee:

a) The right to perform feral hog removal services on the Properties.

b) The right to access to the Properties to accomplish the services agreed upon herein.

c) The right to use their own equipment on the Properties for the purposes of feral hog removal services.

The rights granted to the Licensee hereunder will not affect, and are subservient to, the County's rights and obligations in the implementation of the management and other activities on the Properties necessary to accomplish the goals of the Alachua County Forever Program.

6) Duties and Restrictions.

a) Licensee shall removal feral hogs only from those Properties where the County deems it necessary. The Licensee may monitor the Properties and suggest other properties in need

of feral hog removal services, provided County Staff is informed where and when the Licensee will be monitoring in advance of accessing the Properties.

b) Licensee agrees to provide all materials and supplies necessary to remove feral hogs from the Properties.

c) Licensee agrees to control feral hogs on the Properties by hunting and trapping throughout the year, as necessary to control the population. Should it become necessary, up to one dog per hunter may be used for hunting hogs, to a maximum of 3 dogs, provided prior approval in writing is given by County Staff.

d) The County will reimburse the Licensee for his costs in accordance with Paragraph 4 of this Agreement.

e) The County through the Environmental Protection Department shall be provided keys to any locks placed on the Properties and shall be immediately notified should any lock be added, changed, replaced or removed.

f) Licensee shall assist in the protection of the Properties against trespassers, poachers, and vandals to the best of his ability and report all acts of trespass and vandalism to the County and to the proper authorities.

g) Licensee shall notify County staff, and the Alachua County Sheriff's Office or Alachua County Public Safety Department if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, wildfires, vandalism to County Properties, or unauthorized damage to the natural resources protected onsite.

h) Licensee shall notify the County within 24 hours of any issues that may affect the County's management of the Properties or the Licensee's rights and obligations under this Agreement.

i) On at least a monthly basis, due by the end of the month, the Licensee shall provide the County with a written log of activities performed under this Agreement for the previous month. The logs will include Property name, number of hogs removed, removal method (trapping, hunting), facts related to such harvest, and any maintenance or security issues observed while on the site.

j) Licensee agrees to allow law enforcement officers or County employees to perform game checks for purposes of enforcement and collection of biological data.

k) Licensee agrees that wildlife harvested from the Properties shall be specifically limited to an unlimited number of feral hogs per year.

l) Licensee agrees that no vehicles may be driven off of the existing roads, except when approved in advance by staff. Vehicles may not be used in wetlands and damage to vegetation and soils must be minimized. No vegetation maybe cut or removed for access without prior approval by County Staff. Licensee will refrain from driving on roads in a manner or under conditions that will cause damage to roadways.

m) Licensee agrees not to discharge guns within 300 feet of any structure, except for Phifer Flatwoods where Licensee may not discharge any guns within 300 feet of the boundary of the Property.

n) Licensee agrees to obtain any applicable permissions, permits and licenses and abide by all Florida Fish and Wildlife Conservation Commission and Florida Department of Agriculture and Consumer Services rules and regulations, and that any violation of these rules will result in the immediate removal of the individual from this agreement.

o) Licensee agrees that there shall be no defacing, molesting or cutting of live or dead trees, including cabbage palm, except for those interfering with personal safety or access to the Property. There shall be no dumping or placing of any garbage or refuse on the Property.

p) Licensee agrees that there shall be no building of fires on the Property.

q) Licensee may assist County with other duties as requested by the County and mutually agreed upon by the Licensee.

r) Licensee shall maintain a working phone number at which the Licensee may be reached by County staff at all times.

s) The Licensee shall remove all Licensee's equipment, materials and debris upon termination of this Agreement.

t) Licensee shall not camp overnight on the Properties and shall not establish any structures intended for camping on the Properties.

u) Licensee shall not establish any new trails on the Property without the express written authorization of the County.

v) Licensee agrees that no structures (i.e., hog traps, feeders, tree stands, fencing, etc.) will be located on, and no other man-made alterations will be made to the Properties without prior written authorization of the County.

w) Licensee agrees that no illegal, unlawful, offensive or immoral activities will take place on the subject Property.

x) Feral hogs shall not be released onto any natural areas/wildlands.

y) Only the Licensee is allowed to remove feral hogs from the Properties. The Licensee may be assisted by one individual when assistance is needed.

z) The County, through the Environmental Protection Department staff, shall provide site specific criteria in writing for each Property that the Licensee will be conducting hog removal services on.

7) Right of Assignment. Licensee shall not have the right to assign this Agreement or its equipment on the Property without the written consent of the County.

8) Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o Ramesh Buch, Program Manager,
201 SE 2nd Avenue, Suite 201
Gainesville, Florida 32601

and to: Wildlife Management Services, LLC
Josh Wisham
6826 Woman's Club Drive
Keystone Heights, FL 32656

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

And to

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
Attn: Contracts

9) Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this Agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel mutually agreed to by the County and the licensee. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the County beyond the waiver provided in Florida Statue 768.28.

10) Insurance. The Licensee will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment B.

11) Termination. This License Agreement may be revoked, with two (2) days written notice, at any time by the Director of the Alachua County Environmental Protection Department or the Licensee.

12) Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement, including Florida Administrative Code Chapter 39 (Florida Fish and Wildlife Conservation Commission). If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

13) Third Party Beneficiaries - This Agreement does not create any relationship with, or any rights in favor of, any third party.

14) Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

15) Severability Clause. If any provision of this Agreement is declared void by court of law, all other provisions will remain in full force and effect.

16) Non Waiver - The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

17) Governing Law and Venue. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

18) Amendments. The parties may amend this Agreement only by mutual written agreement of the parties.

19) Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

WITNESSES:

_____

_____

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

Wildlife Management Services, LLC

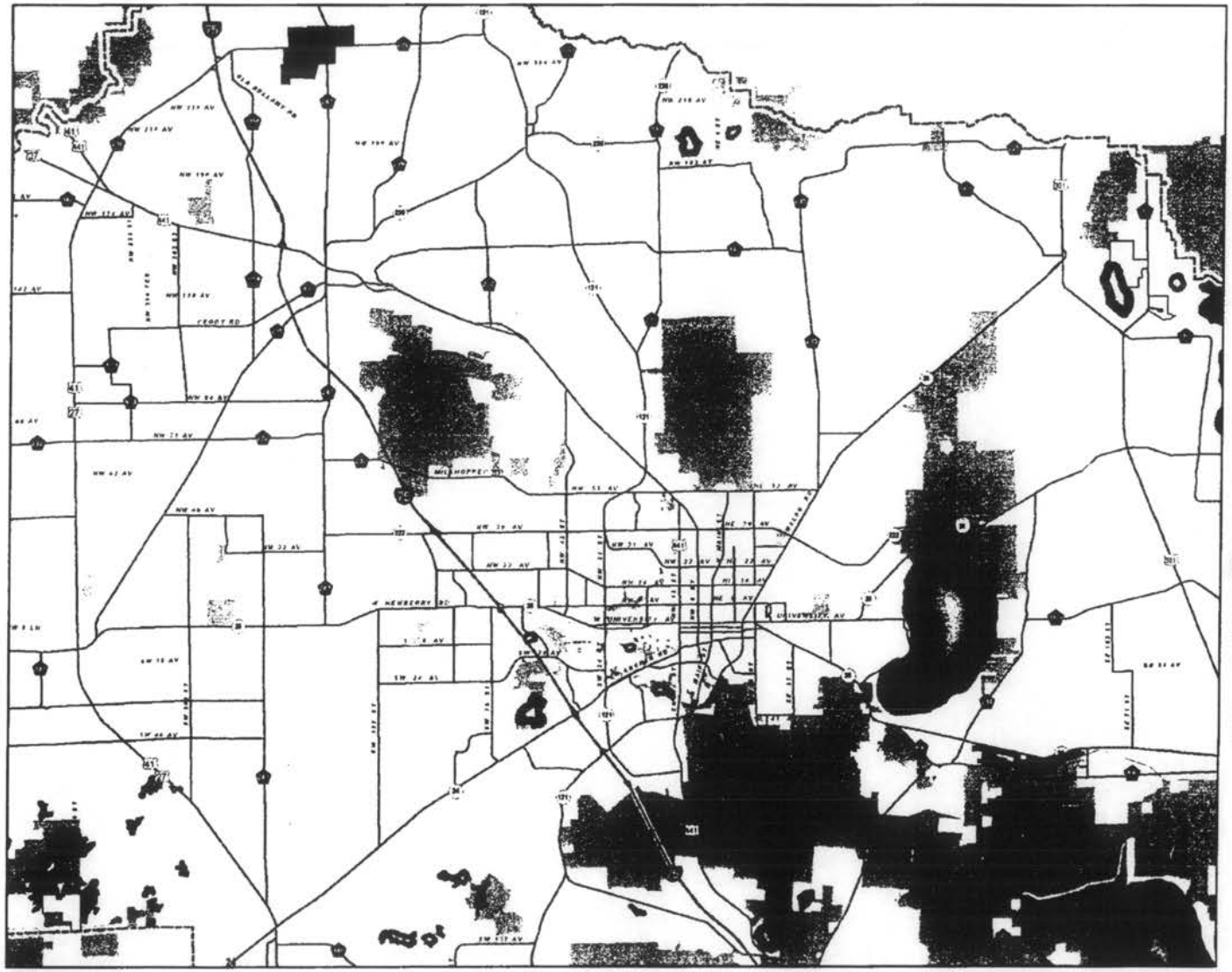
_____
Josh Wisham, President

WITNESS:

_____

Hog Removal Agreement Site Map

Attachment A



Environmental Protection

Legend

Hog Removal Sites

- Balu Forest 1600ac
- Lake Alto Preserve - North 480ac
- Lake Alto Preserve - South 184ac
- Mill Creek Preserve 1226ac
- Phifer Flatwoods 665ac
- Sweetwater Preserve 125ac
- Wainberg 25ac
- Watermelon Pond - Ferran 34ac
- Watermelon Pond - Gladman 446ac
- Watermelon Pond - King 39ac
- Conservation Lands
- Major Roads
- County Boundary

0 2 4 8 12 16 Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Attachment B.
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence from policy for limits not less than $1,000,000 general aggregate, $1,000,0000 products / completed operations aggregate, $1,000,000 Personal and advertising injury liability, $1,000,000 each occurrence, $50,000 fire damage liability and $5,000 medical expense.

II.ALL COVERAGES

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

III. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All overages for subcontractors shall be subject to all of the requirements stated herein.

#7452

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 7, 2010

MEMORANDUM

To: Ken Fair
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 18, 2010 & Received in Contracts November 23, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

LEG-A-Z SOCCER ACADEMY, INC.
Agreement for the Management of the Cynthia Moore Chestnut Park and Clark Butler Nature Preserve Multi-Purpose Fields and Courts
Term: November 18, 2010 until terminated
Amount: N/A **Account: N/A**

Please forward the original document to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosures

cc: File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement for the Management of the Cynthia Moore Chestnut Park and Clark Butler Nature Preserve Multi-Purpose Fields

DEPARTMENT:	**RETURN TO**	**CONTACT:** Vernest LeGree
Public Works	Kenneth Fair	**PHONE** 352-374-5245 x 219

DOCUMENT(S) REQUIRING ACTION:	Agreement for the Management of the Cynthia Moore Chestnut Park and Clark Butler Nature Preserve Multi-Purpose Fields	**AMOUNT: N/A**

EXECUTIVE SUMMARY: This Agreement with Leg-A-Z Sports Academy, Inc. provides for the Management of the One multi-purpose field, basketball courts and open space areas at Cynthia Moore Chestnut and Clark Butler Nature preserve. The management consists of field scheduling, striping of fields, maintaining goals, Monitoring and scheduling other sporting events and minor maintenance as needed.

BACKGROUND: Leg-A-Z Sports Academy is a Gainesville soccer club formed to develop and promote youth soccer in the area. Leg-A-Z has been in Gainesville for more than 15 years. They are an affiliate of the Florida Youth Soccer Association (FYSA), United States Youth Soccer Association (USYSA), United States Soccer Federation (USSF), and United States Club Soccer (USCS). They are also a member of the North Florida Youth Soccer League (NFYSL) which is a Florida Youth Soccer Association (FYSA) Regional B league.

Leg-A-Z attended several community meetings held at New Hope Baptist Church. The community was very supportive of Leg-A-Z Sports Academy providing recreational programs at the park. The community believed the programming would provide beneficial guidance for the youth in the community and also reduce inappropriate activity at the park due to the presence of adults and organized activities.

ISSUES: None

ACTION

Recommendation: Approve Agreement for the Management of the Cynthia Moore Chestnut Park and Clark Butler Nature Preserve Multi-Purpose Fields

BUDGETARY IMPACT

Recommendation:	N/A
Funding Sources:	**N/A**
Associated Costs	None
Account Code:	N/A

ATTACHMENTS:	Agreement for the Management of the Kanapaha Park Soccer Fields
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
R.C. 11/4/10 11-4-10					11/18/10

Prepared 11 04 10 KLC

AGREEMENT FOR THE MANAGEMENT OF THE
CYNTHIA MOORE CHESTNUT PARK AND CLARK BUTLER NATURE PRESERVE
MULTI-PURPOSE FIELDS and COURTS

This agreement made and entered into this 18th day of November, 2010, between and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as County, and Leg-A-Z Soccer Academy, Inc., hereinafter referred to as Contractor:

WITNESSETH:

WHEREAS, Alachua County desires to obtain the services of the Contractor to assist the County in the management of the muti-purpose fields, Basketball Courts and Volleyball Court at the county park known as Cynthia Moore Chestnut Park and Clark Butler nature Preserve, hereinafter referred to as "Park"; and,

WHEREAS, the Contractor desires to assist the County in managing the parks multi-purpose fields, hereinafter referred to as "Fields" and basketball and volleyball courts, hereinafter referred to as "Courts".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Term. This agreement shall become effective on the date set forth above and shall continue unless terminated in accordance with the provisions of Section 8 of this agreement.

Section 2. Services to be Performed by the Contractor. It is understood and agreed that the Contractor is acting as manager of the Fields and Courts on behalf of the County and has an affirmative obligation to encourage and facilitate the use of the Fields and Courts by all residents of Alachua County. To this end, the Contractor agrees to perform the following:

A. Work closely with Alachua County's Park Superintendent.

B. Layout and define the necessary dimensions and lines of a soccer field for weekend games by painting fresh lines on the fields as needed.

C. Maintain County owned soccer goals and nets for the Fields for the duration of this agreement.

D. Encourage and facilitate the use of the Fields and Courts by the public by providing scheduling services and by maintaining a telephone service and answering machine to log and respond to calls for reservations.

E. Contractor may reserve the Courts and Fields for their exclusive use on the following days and times: Monday through Friday from 3:00 p.m. to Sunset, Saturday 8:00 a.m. until Sunset and Sunday from 12:00 Noon until Sunset.

F. Post and maintain monthly Field and Court reservation schedules and procedures on the Park's information board.

G. Be responsible for trash pickup and overall appearance of the Fields and adjacent areas.

H. Advise groups reserving the Fields and Courts of their obligation to maintain the area free from litter during their use.

I. Advise the County of any group that fails to maintain the area during their use so the Contractor and the County can take appropriate action regarding such group's continued use of the Courts and Fields.

J. Report to the County annually on the status of the management services provided by the Contractor pursuant to this agreement including the effectiveness of the scheduling procedures implemented by the Contractor.

K. Inform the County of any problems or vandalism that may occur to the Fields and Courts as they occur.

L. Perform other routine maintenance or repairs as agreed on by the County and the Contractor.

Section 3. Compensation. It is understood by the County and Contractor that the Contractor shall not receive compensation from the County for the services to be performed by the Contractor pursuant to this agreement.

Section 4. Indemnification: The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement, the performance hereof, or from any Contractor sanctioned or sponsored programs or activities. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation or of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. The Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor its subcontractors,

employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of the Contractor=s insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 5. Insurance. The Contractor will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment A.

Section 6. Obligations of the County. The County shall provide the following:

A. An information board at the Park to allow the Contractor to post information related to the reservation and scheduling of the Fields and Courts by the public.

B. A gate key to the Contractor to allow access to the Fields and Courts.

C. Routine emptying of the trash containers at the Park.

D. Routine mowing of the Park.

Section 7. Termination. The failure of the Contractor to comply with any provision of this agreement will place the Contractor in default. Prior to terminating the agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. Parks/Open Space Superintendant is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

Regardless of other provisions of this contract, County, by written notice to the Contractor, may terminate the agreement in whole or in part when the County determines in its sole discretion that it is in the County's interest to do so. The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits. The County Manager is authorized to provide written notice of termination on behalf of the County.

Section 8. Project Records. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the

Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims for damages related to disclosure by County.

Section 9. Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

Section 10. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

Section 11. Assignment of Interest. Neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

Section 12. Successors and Assigns. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

Section 13. Independent Contractor. In the performance of this agreement, Professional will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, techniques, sequence, and procedure utilized by Professional in the full performance of this agreement. Neither Professional nor any of its employees, officers, agents or any other individual directed to act on behalf of Professional for any act related to this Agreement shall represent, act, and purport to act, or be deemed to be the agent, representative, employee or servant of the County.

For independent contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits. Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

Section 14. Collusion. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 15. Notices. All notices by the parties to each other shall be in writing and sent by certified mail, return receipt requested, to the addresses as follows:

County:

Rick Hedrick, Director
Public Works
P.O. Box 1188
Gainesville FL, 32602

Contractor:

Basil Benjamin, President
Leg-A-Z Sports Academy, Inc.
P. O. Box 141656
Gainesville, FL 32614

A copy of any notice hereunder shall also be sent to:

J. K. Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
Attn: Contracts

Section 16. Conflict of Interest. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 17. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 18. Severability. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

Section 19. Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

Section 20. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

Section 21. Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

Section 22. Amendments. The parties may amend this Agreement only by mutual written agreement of the parties.

Section 23. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

Section 24. Construction. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

Section 25. Counterparts: This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be

deemed to be an original, and such counterparts shall together constitute but one and the same instrument

Section 26. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year set forth above.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid
County Manager

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

Leg-A-Z Sports Academy, Inc.

BY: _____
Basil Benjamin, President

Attest:

BY: _____

PRINT: _____

TITLE: _____

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause.
Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverage

a. The **Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional insured as respects**: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. The **Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

III All Coverage

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:
Mailing Address

Alachua County Board of County Commissioners
c/o Ebix
P.O. Box 257
Portland, MI 48875

#4307

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 6, 2010

MEMORANDUM

To: David Wood
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 18, 2010 & Received in Contracts November 23, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manger on the date referenced above. Also attached is a copy of the Green Sheet.

UNIVERSITY OF FLORIDA

Twelfth Amendment to the Agreement for the Southwest Landfill Leachate and Gas Monitoring Program.
Term: October 1, 2010- September 30, 2011
Amount: $25,000.00 **Account: 400-7633-534.31-93**

Please forward the original document to the vendor and keep a copy for your files. Also enclosed is the encumbrance number. Thank you for your assistance.

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Twelfth Amendment to the Agreement between Alachua County and the University of Florida for Landfill Leachate/Gas Monitoring Program		
DEPARTMENT: Public Works	**RETURN TO** Sally Palmi	**CONTACT:** David Wood	**PHONE** 352-374-5213
DOCUMENT(S) REQUIRING ACTION:	Twelfth Amendment to the Agreement between Alachua County and the University of Florida for Landfill Leachate/Gas Monitoring Program	**AMOUNT:** **$25,000.00**	

EXECUTIVE SUMMARY: The Division of Waste Management has negotiated with the University of Florida for renewal of the Agreement to maintain the scope of work listed below:

1. Monthly monitoring of both the quality and quantity of collected leachate.
2. Assistance with operating/managing the leachate recirculation program.
3. Investigation of gas production, control, and evaluation methods.
4. Assistance with operating and managing the reverse osmosis system
5. Provide Annual Summary Report of findings to Alachua County Public Works Department.

BACKGROUND: Alachua County entered into an agreement with the University of Florida for augmentation of the County's existing leachate treatment program and related research at the Southwest Landfill on October 2, 1998.

ISSUES: Eleventh Amendment term ends on September 30, 2010

ACTION

Recommendation: That the County Manager approve and sign the renewal agreement between Alachua County and the University of Florida.

BUDGETARY IMPACT

Recommendation: Approval will allow the County to continue to operate the reverse osmosis system which treats the leachate on-site to avoid costly transportation and treatment costs off-site.

Funding Sources: Closed Landfill Compliance

Associated Costs $25,000.00

Account Code: 400-7633-534.31-93

ATTACHMENTS: Twelfth Amendment

SUGGESTED REFERENCE MATERIAL: N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
10/27/10	10/28/10 11/3/10				11/18/10

TWELFTH AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA, ACTING FOR AND ON BEHALF OF THE BOARD OF TRUSTEES, A PUBLIC CORPORATION OF THE STATE OF FLORIDA

THIS TWELFTH AMENDMENT TO THE AGREEMENT, made and entered into this 18th day of Nov., A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the University of Florida, acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida, hereinafter referred to as "University".

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated October 2, 1998, for the University to provide certain research-related services for the Southwest Landfill Operation and Monitoring Program; and,

WHEREAS, the parties entered into a First Amendment on October 4, 1999, Second Amendment on October 12, 2000, Third Amendment on September 21, 2001, Fourth Amendment on September 27, 2002, Fifth Amendment on September 5, 2003, Sixth Amendment on October 15, 2004, the Seventh Amendment on October 21, 2005; the Eighth Amendment on October 6, 2006; the Ninth Amendment on October 2, 2007; the Tenth Amendment on September 8, 2008; the Eleventh Amendment on November 2, 2009; and,

WHEREAS, the parties wish to amend the agreement to continue these services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and contained in the original agreement dated October 2, 1998, as amended, the parties agree as follows:

A. Section 3, *Term*, is amended in its entirety to read:

Section 3. **Term**. This agreement will continue in effect for the period October 1, 2010 through September 30, 2011, and will be renewed annually upon agreement by both parties unless earlier terminated as provided herein. Pursuant to section 163.01(11), Florida Statutes, this agreement shall be deemed effective upon the recording of this agreement by the County in the public records of Alachua County.

B. This agreement will take effect upon the expiration of agreement currently in effect at the terms and specifications contained therein.

C. Section 4. *Compensation*, is amended in its entirety to read:

Section 4. **Compensation**. For the performance of the service provided for herein, the County agrees to pay the University $25,000.00.

D. Section 5, *Method of Payment*, is amended in its entirety to read:

Section 5. **Method of Payment.** For all services actually, timely, and faithfully performed, the University will be paid as follows:

1: The University shall be paid the sum of $25,000.00, allocated in the following manner:

County will pay University in four (4) equal quarterly payments of $6,250.00.

Payments will be made upon invoicing on the following schedule:

1st Quarter	October 1 through December 31
2nd Quarter	January 1 through March 31
3rd Quarter	April 1 through June 30
4th Quarter	July 1 through September 30

2: As a condition precedent for any payment, the University shall submit quarterly an invoice to the County requesting payment for services properly rendered and expenses due. The University's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. The University's invoice shall be accompanied by such documentation or date in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the University, which signature shall constitute the University's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the University covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the University that payment of any portion thereof should be withheld. Submission of the University's invoice for final payment shall further constitute the University's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the University to others, including its consultants, incurred in connection with the Project, will be paid in full. The University shall submit invoices to the County at the following address:

Public Works
David Wood
Post Office Box 1188
Gainesville, Florida 32602

3: The County shall make payment to the University, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payment shall be made to the following address:

University of Florida
Engineering Administration
PO Box 116550
Gainesville, FL 32611

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated October 2, 1998, as amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Twelfth Amendment to the Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid, County Manager

Witness to Mr. Reid

APPROVED AS TO FORM:

Alachua County Attorney's Office

UNIVERSITY OF FLORIDA, acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida

BY: _____

Print/Type: Roslyn S. Heath

Title: Assistant Director of Research

ATTEST:

BY: _____

Print/Type: Rhonda Tillotson

Title: Research Administrator II

SCOPE OF WORK

Alachua County entered into an agreement with the University of Florida augmentation of the County's existing leachate treatment program and related research at the Southwest Landfill on October 1, 1998.

The Division of Waste Management has negotiated with the University of Florida for renewal of the Agreement to maintain the scope of work listed below:

1. Monthly monitoring of both the quality and quantity of collected leachate.
2. Assistance with implementing and operating leachate recirculation program.
3. Regular monthly investigation of gas production, control and evaluation methods.
4. Assistance with organic recycling waste composition analysis.

The renewal's agreement is for the period October 1, 2010 through September 30, 2011.

#7192

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 6, 2010

MEMORANDUM

To: David Wood
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 18, 2010 & Received in Contracts November 23, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
First Amendment to the Agreement to provide services for certain research-related services
(SW Landfill)
Term: October 1, 2010- September 30, 2011
(May be renewed annually)
Amount: $10,000.00 Account: 400-7633-534.31-08

Please forward the document to the vendor and keep a copy for your file. Also attached is your encumbrance number. Thank you for your assistance.

Enclosures

Cc: F&A
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	First Amendment to the Agreement between Alachua County and the University of Florida for solid waste research-related services.		
DEPARTMENT: Public Works	RETURN TO: Sally Palmi	CONTACT:	David Wood
		PHONE:	352-374-5213
DOCUMENT(S) REQUIRING ACTION:	First Amendment to the Agreement between Alachua County and the University of Florida	AMOUNT:	$10,000.00

EXECUTIVE SUMMARY: This program will allow University of Florida researchers to study the potential benefits of utilizing algae to treat leachate from the Southwest Landfill. Algae have a wide range of fuel and non-fuel end-uses. Different algae species (strains) will be analyzed for their ability to remove ammonia and other constituents from the leachate produced at the Southwest Landfill, their lipids production (biodiesel), and CO_2 sequestration. Cultures will be monitored by direct microscopic cell counts and lipid production will be analyzed on a Wilks Infracal IR spectrometer and results delivered quarterly and included in the annual report.

BACKGROUND: Alachua County is required to maintain the Southwest Landfill as prescribed in permit number 0162541-006-SF, issued by the Florida Department of Environmental Protection. Research has been ongoing for two decades to address environmental impacts and financial costs for maintaining these facilities. The proposed work under this research will include investigating the viability of using algae to treat leachate (contaminated water) produced by the landfill. This research will investigate positive impacts on operations and long term closure costs.

ISSUES: Contract may be renewed annually upon agreement of both parties

ACTION

Recommendation: That the County Manager approves and signs the amendment to the agreement between Alachua County and the University of Florida.

BUDGETARY IMPACT

Recommendation:	Approval will allow the County to potentially reduce long term leachate management costs.
Funding Sources:	Closed Landfill Compliance
Associated Costs:	$10,000.00
Account Code:	400-7633-534.31-08

ATTACHMENTS:	First Amendment
SUGGESTED REFERENCE MATERIAL:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
11/1/10 11-4-10				11/18/10

11/4/10

FIRST AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA, ACTING FOR AND ON BEHALF OF THE BOARD OF TRUSTEES, A PUBLIC CORPORATION OF THE STATE OF FLORIDA

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 18th day of Nov., A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the University of Florida, acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida, hereinafter referred to as "University".

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated December 2, 2009, for the University to provide certain research-related services for the Southwest Landfill; and,

WHEREAS, the parties wish to amend the agreement to continue these services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and contained in the original agreement dated December 2, 2009, as amended, the parties agree as follows:

A. Section 3, *Term*, is amended in its entirety to read:

Section 3. **Term**. This agreement will continue in effect for the period October 1, 2010 through September 30, 2011, and will be renewed annually upon agreement by both parties unless earlier terminated as provided herein. Pursuant to section 163.01(11), Florida Statutes, this agreement shall be deemed effective upon the recording of this agreement by the County in the public records of Alachua County.

B. This agreement will take effect upon the expiration of agreement currently in effect at the terms and specifications contained therein.

C. Section 4. *Compensation*, is amended in its entirety to read:

Section 4. **Compensation**. For the performance of the service provided for herein, the County agrees to pay the University $10,000.00.

D. Section 5, *Method of Payment*, is amended in its entirety to read:

Section 5. **Method of Payment.** For all services actually, timely, and faithfully performed, the University will be paid as follows:

1: The University shall be paid the sum of $10,000.00, allocated in the following manner: County will pay University in four (4) equal quarterly payments of $2,500.00. Payments will be made upon invoicing on the following schedule:

1st Quarter	October 1 through December 31
2nd Quarter	January 1 through March 31
3rd Quarter	April 1 through June 30
4th Quarter	July 1 through September 30

2: As a condition precedent for any payment, the University shall submit quarterly an invoice to the County requesting payment for services properly rendered and expenses due. The University's invoice shall describe with reasonable particularity each service rendered, and the date of such service. The University's invoice shall be accompanied by such documentation or date in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the University, which signature shall constitute the University's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the University covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the University that payment of any portion thereof should be withheld. Submission of the University's invoice for final payment shall further constitute the University's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the University to others, including its consultants, incurred in connection with the Project, will be paid in full. The University shall submit invoices to the County at the following address:

Public Works
David Wood
Post Office Box 1188
Gainesville, Florida 32602

3: The County shall make payment to the University, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payment shall be made to the following address:

University of Florida

~~Engineering Administration~~
~~PO Box 116550~~
~~Gainesville, FL 32611~~

Attn: Brian Sevier, Assist Director
G040 McCarty Hall D
Gainesville, FL 32611-0116

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated December 2, 2009, as amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eleventh Amendment to the Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall Reid, County Manager

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

UNIVERSITY OF FLORIDA, acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida

BY: _____

Print/Type: Brian C. Miller

Title: Assistant Director of Research

ATTEST:

BY: _____

Print/Type: _____

Title: _____

Project Title: Algae Cultivation on Landfill Leachate

Principal Investigator: Dr. Ann C. Wilkie
Soil and Water Science Department
P.O. Box 110960
Gainesville, FL 32611-0960
Tel: 352-392-8699
E-mail: acwilkie@ufl.edu

Funding Agency: Alachua County, Florida

Project Period: 10/29/2009 to 9/30/2011

Scope of Work:

This program will allow University of Florida researchers to study the potential benefits of utilizing leachate from the Southwest Landfill to grow algae. Algae have a wide range of fuel and non-fuel end-uses. Different algae species (strains) will be analyzed for their lipids production (biodiesel), ability to remove ammonia and other constituents from the leachate, and CO_2 sequestration. If preliminary results are positive, later phases may include converting the lipids produced from algae into biodiesel which may be tested for use in a variety of power equipment.

This program will last one year with the ability to renew annually by submittal and mutual approval of a contract amendment. Once each year, a summary report of the findings will be provided to the County. Quarterly meetings will occur to report status and findings.

Budget:

Description	Amount
Personnel	$ 4,000
Operating Expense	$ 4,000
Total Direct Cost	**$ 8,000**
Indirect Cost (IDC Rate = 25%)	$ 2,000
Total Project Cost	**$10,000**

#7450

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 29, 2010

MEMORANDUM

To: Ken Fair
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 9, 2010 & Received in Contracts November 11, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

FLORIDA EXPRESS ENVIRONMENTAL
Agreement for Commercial Solid Waste Franchise
Term: November 9, 2010- September 30, 2011
Amount: $300.00 approx.Revenue **Account: 400-7640-323.70-02**

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosures

Cc: F&A
File

JDJ/jcp

AGREEMENT BETWEEN ALACHUA COUNTY AND FLORIDA EXPRESS ENVIRONMENTAL, FOR COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT

This Commercial Solid Waste Franchise Agreement ("Agreement") is made and entered into this 9th day of November, 2010, by and between Alachua County, a charter County and political subdivision of the State of Florida (hereinafter "County"), and Florida Express Environmental ("Franchisee").

WHEREAS, the County requires all persons or entities engaged in the business of providing commercial solid waste services service or construction and demolition debris collection to obtain a franchise issued by the County;

WHEREAS, the County issued non-exclusive franchise shall be by application and may be by contract, which may include agreement on the disposal site for solid waste collected by any franchisee;

WHEREAS, the County owns and operates a transfer station ("Transfer Station"), which the County uses to transfer and transport municipal solid waste from Alachua County to a landfill that is owned and operated by the New River Solid Waste Association ("Landfill");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the other good and valuable consideration provided to the parties by this Agreement, the receipt and sufficiency of which are hereby acknowledged, the County and Franchisee agree to be bound by and to comply with the following terms and conditions of this Agreement:

1. Recitals. The above recitals are true and correct, comprise a material part of this Agreement and are incorporated herein.

2. Definitions. Whenever words and expressions are used in this Agreement, they shall be defined, interpreted and construed as provided in Article 12 of Chapter 75, Alachua County Code of Ordinances and as follows:

a. *"Acceptable Waste"* means solid waste that may be disposed of lawfully in a Class I landfill, provided that the solid waste was not collected pursuant to Franchisee's contracts, if any, for the collection of residential waste, recyclable materials and yard trash.

b. *"Applicable Law"* means any County ordinance or code provision, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Franchisee under this Agreement.

c. *"Effective Date"* means the date when this Agreement is signed by the County.

3. Application Requirements. Franchisee has submitted an application that meets all requirements set forth in Section 75.604, Florida Statutes:

4. Franchisee Obligations. During the term of this Agreement, Franchisee agrees to comply with all of the following:

a. Compliance with Law. Franchisee agrees to comply with all Applicable Law, including without limitation, applicable provisions of Article 12, Chapter 75, of the Code of Ordinances of Alachua County, as exist and as may be amended during the term of this Agreement.

b. Insurance. Franchisee shall maintain in full force and effect insurance as specified, and file with the County Manager, or designee, a certificate of insurance for all policies written in Franchisee's name, to remain on file with the County for the franchise term to include:

(1) comprehensive general liability policy in an amount set forth in Subsection 75.604(b)(3), Alachua County Code, and

(2) automobile liability policy in an amount set forth in Subsection 75.604(b)(3), Alachua County Code; and

(3) workers compensation as required by Florida statute.

c. Pay franchise fees as required by Section 75.602, Alachua County Code.

6. Term and Termination. The Franchise granted by this Agreement is not effective until reviewed, approved and executed by the County. Upon execution by the County, this Agreement shall remain in effect and shall bind Franchisee and the County from the Effective Date until September 30, 2011, unless this Agreement is revoked earlier or extended. This Agreement may be extended with the mutual consent of both parties. The County may deny this application for Franchise or may suspend or revoke this Agreement at any time with just cause pursuant to Section 75.605, Alachua County Code.

7. Agreement Governed by Florida Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Franchisee shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Alachua County, Florida.

IN WITNESS WHEREOF, Franchisee and the County have duly authorized the execution of this Agreement by their respective officials.

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

FRANCHISEE

FLORIDA EXPRESS ENVIRONMENTAL

By: _____
(Name)

Witnesses as to Tenant:

_____
Signature

_____
Printed Name

Witnesses as to Tenant:

_____
Signature

_____
Printed Name

STATE OF FLORIDA
COUNTY OF Marion

The foregoing document was acknowledged before me this 27 day of September, 2010, by John N. Paglia as Owner of Fl Express Env., who is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

_____
Printed Name

BARBARA MORRIS
Notary Public - State of Florida
My Commission Expires Oct 4, 2010
Commission # DD 602257
Bonded Through National Notary Assn.

Commission Number:

Commission expires: _____

Qualification Statement

Company Information:	**Florida Express Environmental, LLC**
Primary Contact:	John Paglia, Owner/Managing Member 46% 352.266.4036 Cell - 352.369.5411 ext. 205 john@floridaexpress.us
Secondary Contact:	Michael Paglia, Owner/Managing Member 46% 352.362.1111 Cell - 352.369.5411 ext. 208 michael@paglia.us
Street Address:	460 NW 52nd Avenue Ocala, FL 34482
Mailing Address:	PO Box 5058 Ocala, FL 34478
Telephone:	352.369.5411 Toll Free 888.813.7660
Fax No.:	352.369.5412
Structure	Limited Liability Corporation Organized in Florida, March 2001 Subsidiary of IMG Holding, LLC.
Federal EIN	59-3707853
Waste Management Experience	John and Michael Paglia have 30 years of Waste Management Experience, having previously owned and operated American Sanitation and United Sanitation.

Officers &Owners:	**Title**	**Years Here**	**Total Waste Management Experience**
John Paglia	Owner / Manager	8	30
Michael Paglia	Owner / Manager	8	30
Chris Carrizzo	Owner	8	20
Diane Carrizzo	Owner	8	30
Vivian McIntyre	Owner	8	15
	Combined Waste Management Experience		**125**
	Employees & Owners by Function		
	Executive Management		4
	Billing, Customer Service, General Office, Sales		7
	Drivers & Dispatch		14
	Safety, Fleet & Equipment Maintenance & Other		10
	Total		**35**

2010 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L01000004907

FILED
Mar 09, 2010
Secretary of State

Entity Name: FLORIDA EXPRESS ENVIRONMENTAL, LLC

Current Principal Place of Business:

5111 SOUTH PINE AVE., SUITE O
OCALA, FL 34480

New Principal Place of Business:

Current Mailing Address:

P.O. BOX 5058
OCALA, FL 34478

New Mailing Address:

FEI Number: 59-3707853 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

HICKS, DANIEL
421 SOUTH PINE AVE.
OCALA, FL 344744175 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: PAGLIA, MICHAEL D
Address: 5111 SOUTH PINE AVE.
City-St-Zip: OCALA, FL 34480

Title: MGR
Name: PAGLIA, JOHN A
Address: 5111 SOUTH PINE AVE
City-St-Zip: OCALA, FL 34480

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

SIGNATURE: MICHAEL D. PAGLIA MGR 03/09/2010

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

ALACHUA COUNTY PUBLIC WORKS DEPARTMENT, OFFICE OF WASTE COLLECTION
VEHICLE LISTING INFORMATION
Florida Express Environmental, LLC

CUSTOMER VEHICLE ID NUMBER	CAPACITY AND TYPE (SEE CODE)	MAKE	MODEL YEAR	VIN Number	FLORIDA LICENSE PLATE #
6012	40 yd. RO	Mack	2003	1M2P267C83M066509	N3907K
6018	40 yd. RO	Mack	2004	1M2AG11C34M009090	N3909K
6020	40 yd. RO	Mack	2004	1M2AG11C24M011543	N3912K
6022	40 yd. RO	Mack	2005	1M2AG11C65M018514	N6391E
6025	40 yd. RO	Mack	2005	1M2AG11C65M032686	N3095G
6026	40 yd. RO	Mack	2005	1M2AG11C15M032692	N7081H
6028	40 yd. RO	Mack	2006	1M2AL02C36M003961	N1762J
6034	40 yd. RO	Mack	2007	1M2AL02C57M005003	N7961K
4001	40 yd. FEL	Mack	2006	1M2K189C06M034535	N2733P
4002	40yd. FEL	Mack	2008	1M2AV02C58M001657	N5513Q

Code Reference:
FEL - Front Loader
RO - Roll Off Truck

Public Works Department
Commercial Services Franchise Application

Applicant Information:

Name Florida Express Environmental, LLC

Address PO Box 5058

City/State/Zip Code Ocala, FL 34478

Phone Number (352) 369-5411

Service Type Requested:

- ☐ **To provide containers only:**
- ☑ **To provide commercial solid waste collection and disposal services as defined by County ordinance.**

To the applicant: The following information is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for commercial services and/or to provide commercial solid waste collection and disposal services to properties located in Unincorporated Alachua County. Please provide the required information as an attachment to the franchise application requirement checklist.

Franchise Application Requirements And Requirement Checklist

☑ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation; attached

☑ 2. Name(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders; n/a

n/a ☐ 3. Criminal convictions, withheld adjudication and/or plea of nolo contendere for any felonies of any individual having controlling interest in applicant's firm, corporation, partnership, association or organization, and a statement of whether such applicant operates(ed) a solid waste collection business in this or any other state or territory under a franchise, permit or license, where, and whether such franchise, permit or license has ever been revoked or suspended, and the reasons therefore; n/a

☑ 4. Proof that corporation is in good standing in the State, and if not a Florida Corporation, proof that applicant is qualified to do business in the State of Florida; attached

n/a ☐ 5. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant; n/a

☑ 6. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services attached

☑ 7. Applicant shall maintain in full force and effect insurance as specified, and file with the County Manager a certificate of insurance for all policies written in applicant's name, to remain on file with the County for the franchise term to include: COI enclosed

- ☐ Comprehensive general liability policy;
- ☑ Policy in applicant's name covering operations in amount not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense per occurrence
- ☑ Automobile liability insurance;
- ☑ Including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.
- ☑ Workers compensation as required by Florida statute;

☑ 8. Applicant shall pay the County a nonrefundable application fee as specified in Application Fee Schedule. check enclosed # 3777 $250

☑ 9. Applicant shall post with the County $2,500 in cash or the estimated amount of franchise fees for a three month period, whichever sum is greater, to guarantee performance under this franchise. previously posted 6/12/2009 CK 2312

Definitions:

1. Applicant: a person applying to Alachua County for a franchise to provide commercial service within Unincorporated Alachua County for hire, remuneration or other consideration.
2. Franchisee: person or corporation to whom the County has issued a non exclusive franchise to provide containers for commercial services and/or to provide commercial solid waste collection and disposal services or to properties in Unincorporated Alachua County.
3. Registrant: shall be a person who has made application with the County to collect, transport, convey or process recovered materials in unincorporated Alachua County and has subsequently received a registration certificate from the County. (Note: a franchisee may be a registrant).

Public Works Department
Commercial Services Franchise Application

Applicant agrees to comply with all applicable provisions of the Alachua County, Florida Code of Ordinances, the permit applications as may be amended

Florida Express Environmental, LLC
Applicant name (Print or Type)

Applicant signature

9-27-10
Application submission date

Phyllis Brock — 9-28-10
Application received by — date

Phyllis Brock — 5777 — 9-27-10
Application fee received by — check number — check date

Approved County Manager/designee signature — date

Public Works Department
Commercial Services Franchise Application

Affidavit

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to this application and become a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the Alachua County Code of Ordinances, the laws, rules, ordinances and regulations of Alachua County, the State of Florida and of the United States.

Florida Express Environ
Applicant name

JOHN PAGLIA
Name of applicant's legal representative

OWNER & MANAGING MEMBER
Title of applicant's legal representative

Signature of applicant

Signature of applicant's legal representative

Witnesses:

Witness signature

Witness signature

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 27th day of Sept, in the year 2010, by John Paglia, President and Secretary, respectively, of Florida Express Env llc, a Florida corporation, on behalf of the corporation. They/he/she are/is personally known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

BARBARA MORRIS
Notary Public - State of Florida
My Commission Expires Oct 4, 2010
Commission # DD 602257
Bonded Through National Notary Assn

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Solid Waste Commercial Services Franchise Application agreement between Alachua County and Florida Express Environmental, LLC.		
DEPARTMENT: Public Works	**RETURN TO** Ken Fair	**CONTACT:** Sally Palmi	**PHONE** 374-5245 ext 1282
DOCUMENT(S) REQUIRING ACTION:	Agreement between Alachua County and Florida Express Environmental, LLC.	**AMOUNT:** Revenue approximately $300.00	

EXECUTIVE SUMMARY: The Alachua County Code of Ordinances requires a franchise application agreement be approved by the county to engage in the business of providing commercial collection services. Due to the expected revenues being less than $50,000 from the Commercial Franchise between Alachua County and Florida Express Environmental, LLC, this application can be approved by the County Manager.

BACKGROUND: In accordance with Chapter 75.601 of the Alachua County Code of Ordinances, "It shall be unlawful to commence or engage in the business of providing commercial collection services or providing containers for commercial service to properties in the unincorporated area of the county without obtaining a franchise issued by the county. Due to the expected revenues being less than $50,000 from the Commercial Franchise between Alachua County and Florida Express Environmental, LLC, this application can be approved by the County Manager.

ISSUES: Franchisee is currently operating without an agreement.

ACTION

Recommendation: Approve the Solid Waste Commercial Franchise Application agreement.

BUDGETARY IMPACT

Recommendation:

Approve the agreement

Funding Sources: Solid Waste Fund - Revenue

Associated Costs

Account Code:

400-7640-323-70-02

ATTACHMENTS:
Commercial Services Franchise Application

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
10-27-10 10/27/10					11/9/10

#52259

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 30, 2010

M E M O R A N D U M

To: Wade Gillingham, Manager
Risk Management

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 18, 2010 & Received in Contracts November 29, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your files.

EBIX BPO

Fourth Amendment to the Professional Services Agreement for the purpose of Certificate of Insurance Management Services
Term: January 1, 2002 - September 30, 2011
Amount: $10,000.00 (Approx./ year) Account: 501-1853-513.31-93

Please forward the document to the vendor and keep a copy for your file. Also enclosed is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Contract Amendment

DEPARTMENT:	RETURN TO	CONTACT: Wade F. Gillingham
Admin Services/Risk Management	Wade F. Gillingham	PHONE #: 352 374-5297

DOCUMENT(S) REQUIRING ACTION:	Fourth Amendment extending contract through September 30, 2011	AMOUNT: $10,000

EXECUTIVE SUMMARY: Extension of current certificate tracking program through September 30, 2011

BACKGROUND: On January 1, 2002, the County entered into an agreement with Periculum Services Group, now owned by EBIX BPO, for the specific purpose of consolidating and tracking certificates of insurance required of vendors doing business with the County. This amendment will extend vendor services through September 30, 2011.

ISSUES: Continuation of Insurance Certificate Tracking Program

ACTION

Recommendation: Approve and sign the Fourth Amendment to the original contract for insurance certificate tracking services

BUDGETARY IMPACT

Recommendation: $10,000

Funding Sources: Self Insurance Fund

Associated Costs None

Account Code: 501

Attachments: Fourth Amendment

Suggested reference material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					11/18/10

FOURTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
EBIX, INC. (PERICULUM SERVICES GROUP)

THIS FOURTH AMENDMENT "Fourth Amendment" to the Agreement effective January 1, 2002 by and between ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as "COUNTY", and Ebix, Inc. (Periculum Services, Group) (Hereinafter referred to as "PGS" or "Ebix");

WHEREAS, the parties hereto previously entered into an agreement dated December 27, 2001 for the administration of a certificate tracking program a First Amendment to the Agreement dated August 5, 2004, a Second Amendment to the Agreement dated October 2008; and a Third Amendment to the Agreement dated January 2009; and

WHEREAS, the parties wish to amend the agreement:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the December 27, 2001 agreement as follows:

A. **Section 1. Term** is amended to read as follows:

Term: This Agreement shall be in effect until September 30, 2011

b. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This amendment shall take effect upon signature by the parties hereto under the terms and specifications contained in the Agreement currently in effect.

Save and Except as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated December 27, 2001, as amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____

Randall H. Reid, County Manager

APPROVED AS TO FORM:

_____

Alachua County Attorney's Office

EBIX INC.

By: _____

Print Name Robin Raina

Title: President + CEO

Attest (by Corporate Officer)

By: _____

Print Name: _____

Title: _____

#6761

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 30, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 23, 2010 & Received in Contracts November 29, 2010**

Attached please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

C & S BUILDING MAINTENANCE
Fifth Amendment to the Agreement for janitorial services
Term: October 1, 2010 – September 30, 2011
(Option to renew for one additional 1-year period)
Amount: $ 59.80 Monthly Increase Account: 001-1812-519.34-11
$ 2,326.51 Monthly
RFP #09-71

Please forward the document to the vendor and keep a copy for your file. Attached is change order to your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

ITEM DESCRIPTION:	Fifth Amendment to the Agreement between Alachua County and C&S Building Maintenance for Janitorial Services in various County Buildings		
DEPARTMENT: Administrative Services/Facilities	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson **PHONE:** 374.5229	
DOCUMENT(S) REQUIRING ACTION:	Fifth Amendment to the Agreement between Alachua County and C&S Building Maintenance for Janitorial Services in various County Buildings	**AMOUNT:**	$ 27,918.12 annually $ 2,326.51 monthly

EXECUTIVE SUMMARY: This fifth amendment to the agreement with C&S Building Maintenance is to provide additional janitorial services for the Annex Building. This amendment covers the period of October 1, 2010 through September 30, 2011 for a monthly increase of $59.80 monthly/$717.60 annually for two times per week trash removal in the offices of the Annex Building.

BACKGROUND: On March 11, 2008 the original agreement between Alachua County and C&S Building Maintenance was approved by the County Manager. Facilities Management is requesting the County to enter into this fifth amendment to provide additional janitorial services.

ISSUES: Janitorial and cleaning services are imperative to the proper upkeep of County facilities. The County does not have sufficient custodial and/or cleaning staff to provide all of the required services. Denial of this request would result in the above areas not being cleaned and maintained at acceptable levels.

Recommendation:	Approve and execute the Fifth Amendment to the Agreement with C&S Building Maintenance for additional Janitorial Services in the Annex Building

Recommendation:	Approve and execute the Fifth Amendment to the Agreement with C&S Building Maintenance for Janitorial Services in the Annex Building
Funding Sources:	Administrative Services General Fund
Associated Costs	N/A
Account Code:	001-1812-519.34-11

ATTACHMENTS:	Fifth Amendment to the Agreement with C&S Building Maintenance (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

FIFTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
C & S BUILDING MAINTENANCE FOR JANITORIAL SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 23rd day of November A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and C & S Building Maintenance. hereinafter referred to as "Contractor":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated March 11, 2008, for the provision of Janitorial Services; and,

WHEREAS, the parties hereto previously entered into a First Amendment, dated June 17, 2009; Second Amendment, dated October 8, 2009; Third Amendment, dated November 10, 2009; Fourth Amendment, dated July 21, 2010 and

NOW, THEREFORE, the parties hereby agree to amend the agreement dated March 11, 2008 as follows:

A. Section 1. **Term.**

This Agreement is effective beginning October 1, 2010 and continuing through September 30, 2011 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for an additional one (1) one year period under the terms and specifications contained herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. Section#2, **Duties of the Contractor**, is amended in its entirety to read:

A. The contractor shall have and perform the following duties, obligations, and responsibilities to the County: two (2) days per week of general housekeeping and toilets/break rooms and with trash removal at the Administration Annex Building located at 120 S. Main Street; three (3)

days per week toilets/break rooms and three (3) days per week of general housekeeping and with centralized trash removal at the Agriculture Extension Office located at 2800 NE 39th Avenue and two (2) days per week of general housekeeping and toilets/ break rooms at the Public Works Complex to include two (2) days per week of general housekeeping and toilets/break rooms and with centralized trash removal in the Modular Building located at 1205620 NW 120th Lane.

B. Contractor shall be responsible for all additional duties, obligations and requirements as provided in Attachment A.

C. Section #4, **Method of Payment**, is amended in its entirety to read:

For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

A. The Contractor shall be paid monthly $459.22 for services rendered at the Administration Annex Building; $495.58 for services rendered at the Agriculture Center and $1,371.71 for services rendered at the Public Works Complex.

C & S Building Maintenance will be paid a total monthly fee of $2,326.51. The contractor may accept and perform additional services and assignment of buildings not specified in this contract. A written quote and change order will be required prior to payment of services for additional services and/or assignment of buildings.

B. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, monthly staffing list containing the names of the Contractor's employees and the dates, and buildings when and where those employees worked during the invoice period. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated March 11, 2008, as amended, between the parties, shall be and remain in full force and effect.

This fifth amendment shall take effect upon expiration of the contract or amendment currently in effect under the terms and specifications contained therein.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall H. Reid
County Manager

Attest to Randall H. Reid

By_____

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

C & S BUILDING MAINTENANCE

_____
Name

_____
Title

_____
Print Name

Attest (Corporate Officer)

_____
Name

_____
Title

_____
Print Name

ATTACHMENT A

1.1 **Section A - Daily Duties / See attached building scheduled for days.**

1.1.1 **TOILET ROOMS** (Includes all restrooms, public and private, and Holding Cells).

1.1.1.1 Sweep floors.

1.1.1.2 Mop floors with a disinfectant solution.

1.1.1.3 Clean fixtures (toilets, urinals and lavatories) with a non-abrasive cleaner/disinfectant solution.

1.1.1.4 Clean walls, partitions, doors and other vertical and horizontal surfaces.

1.1.1.5 Empty and replace bags in all trash receptacles and sanitary napkin receptacles. Place debris in separate containers for disposal.

1.1.1.6 Fill all toilet room dispensers with soap, towels, tissue and related supplies.

1.1.1.7 Wipe and clean all bright metal.

1.1.1.8 Clean and polish mirrors.

1.1.1.9 Report any maintenance problems to Facilities Management using the minor maintenance report form.

1.1.1.10 Holding Cells. When unoccupied and unlocked, holding cell areas shall be cleaned, including a total disinfecting in and around urinals/toilets on a daily basis. If any toilet or sinks are stopped up, the Contractor shall use a plunger to attempt to clear drain lines.

1.1.2 **ROOM CLEANING** (Including break, kitchen, lobbies, corridors and entrances)

1.1.2.1 Empty trash receptacles and replace plastic liners in receptacles daily.

1.1.2.2 **Clean vertical and horizontal surfaces.**

1.1.2.3 Clean wash basins.

1.1.2.4 Fill all dispensers.

1.1.2.5 VACUUM ALL CARPET COMPLETELY including entrance and exit mats.

1.1.2.6 EDGE CARPETING near baseboards and in areas not reached by vacuum.

1.1.2.7 Mop hard surface flooring with treated medium. Remove any spots. Report any spots that cannot be removed to Facilities Management.

1.1.2.8 Mop kitchen's and/or break rooms hard surface flooring with a disinfectant solution, without streaking or leaving any mop debris.

1.1.2.9 Clean glass entrance and exit doors and glass panels.

1.1.2.10 Clean microwave tops and doors.

1.1.2.11 Vendor to move all recyclable waste/trash to designated building location.

1.1.3 **Elevators** (Doors, floors and walls)

1.1.3.1 Clean walls and doors of hand prints and smudges.

1.1.3.2 Mop or vacuum floors.

1.2 **Section B - Weekly Duties / See attached building scheduled for day.**

1.2.1 ROOM CLEANING (Includes break, kitchen, lobbies, corridors and entrances)

1.2.1.1 Dust office fixtures (desks, credenzas, tables, chairs etc.) with treated material. If surface is glass, Formica or steel, use damp cloth, leaving surface non-streaked and non-greasy. Do not move papers or personal items. Dust around office machines and communications equipment.

1.2.1.2 Dust file cabinets and all other horizontal surfaces including wall moldings.

1.2.1.3 Clean glass partitions, bookcase and other office fixtures that are glass.

1.2.1.4 Report any spots found on floors, carpet and hard flooring, to Facilities Management using the minor maintenance report form.

1.2.1.5 Vacuum/sweep all stairwells.

1.2.1.6 Clean cabinet doors in kitchen and break rooms.

1.3 **Section C - Monthly Duties First Week in Each Month, See attached building scheduled for day.**

1.3.1 ROOM CLEANING (Includes break, kitchen lobbies, corridors and entrances)

1.3.1.1 Dust Venetian blinds with wool duster, feather duster or vacuum. Clean to remove spots.

1.3.1.2 Dust all high (above 6') surfaces with wool duster, feather duster, or vacuum (i.e. tall file units, high shelves, room divers, door closers, and air vents etc).

1.3.1.3 For each floor drain, a minimum of one (1) gallon of fresh water is to be poured down to flush out and reseal. To this fresh water, a small amount of a deodorizer is to be added.

1.3.1.4 Clean hand rails, post and all associated parts to stairwells.

1.4 **Section D – Quarterly duties.**

1.4.1 Vacuum and/or brush all upholstered furniture to remove accumulated dust and debris

1.5 **Section E – Semiannual duties.**

1.5.1 Clean all spots from walls, furnishings, chair pads and all other hard surfaces. Report any spots that cannot be removed to Facilities Management using the minor maintenance form.

1.5.2 Scrub and clean all non sealed restroom floors

1.6 **Section F – Annual duties.**

1.6.1 The contractor shall provide interior and exterior window cleaning once per year between the months of April and May.

1.7 **Miscellaneous**

1.7.1 All employees, supervisors and management staff of contractor must be trained in fire and safety procedures, including the location of fire equipment and safety exits.

1.7.2 Report fires, hazardous conditions and items in need of repair.

1.7.3 Close windows; turn off lights and fans when not in use.

1.7.4 Turn in lost and found articles at the lost and found desk at the building.

1.7.5 Close doors and lock rooms in security areas after cleaning. Secure areas to be identified by the Facilities Manager.

1.7.6 Assign sufficient daytime staffing to be responsive to complaints related to night cleaning.

1.7.7 Contractor shall alert each of his/her employees to exercise a reasonable vigilance in implementing this policy and to notify the Facilities Manager on duty when an unauthorized or suspicious person is seen on the premises. Friends or family members are not allowed in building with employees. Only employees with Alachua County ID cards approved by Facilities Management are allowed in County buildings after closing to the public, or in secure areas of buildings that are cleaned during working hours.

1.7.8 Any mop water that is dumped down a floor drain, will required a minimum of one (1) gallon of

fresh water to be poured down said floor drain to flush it out. To this fresh water, a small amount of a deodorizer is to be added.

1.7.9 **NOTE:** Any cleaning schedule for Fridays, with permission from Facilities Management, may be moved to Saturdays or Sundays.

1.8 **Supplies, Materials, Equipment and Utilities**

1.8.1 **Furnished by Alachua County**

1.8.1.1 Electrical power at existing outlets for the operation of equipment necessary to perform the work under this Contract.

1.8.1.2 Hot and cold water as necessary.

1.8.1.3 All paper products needed for restrooms, kitchens and office areas. All cleaning chemicals needed to perform the work under this Agreement including chemicals need for seasonal cleanings. See Supply and Materials management procedure for County supplies **ATTACHMENT B**

1.8.1.4 Space in the building for the storage of bulk supplies furnished by the County and the contactor's equipment necessary to perform the work under this Agreement. The Contractor shall maintain this space in a neat and orderly condition. Alachua County will not be responsible in any way for theft or damage to the Contractor's stored supplies, materials, replacement parts, or equipment.

1.8.1.5 Janitor's closets, where available, at various points throughout the building, for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor.

1.8.1.6 Any equipment stored in janitor's closets that are the property of Alachua County will not in any way be used by the Contractor or His/Her employees to perform any task to fulfill this Agreement unless the Contactor has written approval from Facilities Management before use.

1.8.2 **Furnished by the Contractor**

1.8.2.1 All personnel, supplies, materials and equipment necessary to perform the work under this Agreement unless otherwise specified herein. These items shall be of a quality to conform to applicable industry standards and not cause damage to the property. Fifteen (15) days prior to the commencement of the Agreement, the Contractor must supply to the Facilities Manager, or his designated representative, a list giving the name of the manufacturer, the brand name and intended use of each items that are proposed to be used in the performance of the work. The Facilities Manager, or his designated representative, will approve all items prior to usage. Contractor shall only use items that have been approved by the Facilities Manager, or his designated representative.

1.8.2.2 All necessary cleaning equipment including industrial type vacuum cleaners, etc., necessary to perform the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind. The Contractor shall provide appropriate equipment for office/break/kitchen trash removal so as to avoid the possibility of floor damage due to dragging of trash bags. The equipment used to move trash in a County elevator must not in any way cause damage to said elevator. All equipment shall be approved by the Facilities

Manager, or his designated representative.

1.8.2.3 The Contractor shall provide a uniform for employees. An acceptable dress for employees can be as simple as a company T-shirt with company name and/or logo. The uniform will be worn at all times when performing services at County Facilities.

1.8.3 **Security Clearances - Security clearances are required to be approved for all contractor employees prior to start of work.**

1.8.3.1 The Contractor shall submit to the Facilities Manager, or his designated representative, during the bidding and negation phases as a part of the qualification process the vendor must provide proof of background checks on the Owner and the Project Management staff including Operations Managers, Supervisors, and or lead personnel. The County reserves the right to verify the accuracy of the information submitted by the potential Contractor.

1.8.3.2 Alachua County shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees assigned to the Contract. Alachua County may, as it deems appropriate, authorize and grant temporary clearance to any such employee which shall not be considered as assurance that a full clearance will follow as a result or condition thereof; and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by Alachua County.

1.8.3.3 Alachua County will use the Security Access level decision Matrix to approve or disapprove vendor/employee access to County buildings. See Matrix and building category form at **ATTACHMENT A.**

1.8.3.4 Exception/Waiver Request: On a case by case basis a contractor can submit a waiver to the County requesting that a critical employee with some violations in their background history be allowed to perform services in the County Facilities. This waiver will be completed by the contractor as the approval and or disapproval decision will rest with the County. If the waiver is approved, the contractor must agree to ensure that the employee whom the waiver was submitted for is always accompanied by an employee with no convictions. If an unaccompanied employee with an approved waiver is ever identified in a County facility alone he/she can be denied entry by the County for the purpose of cleaning.

1.8.3.5 Background checks and reports are the sole responsibility of the Contractor. Payments of said checks will the Contractors responsibility.

1.8.3.6 Contractor must provide proof of employee background checks at least 48 hours before the employee starts work.

1.9 **Identification/Building Pass**

1.9.1 The Contractor shall ensure that every new employee assigned to this Agreement has a photo identification badge/building pass before the employee begins duty. The Contractor's representative shall sign each pass issued. The Contractor shall see that all badges/passes are returned to the Facilities Manager, or his designated representative, as any employees are

dismissed or terminated, and when the Agreement expires. All badges/passes must contain an expiration date.

1.9.2 The Contractor shall ensure that all employees assigned to this Agreement wear their badge/pass during duty hours in a clearly visible spot. The Facilities Manager, or his designated representative, shall periodically verify badges/passes of Contractor employees with their personal identification. The Contractor shall make all employees assigned to this Agreement available for photo identification badges/passes on a schedule to be worked out with the Facilities Manager, or his designated representative. The badges/passes will be made by the County before an employee may begin work and only after a favorable background, check has been received on the employee. Employees shall sign each badge/pass at the time of photographing.

1.10 **Building Security and Access Control**

1.10.1 The Contractor shall issue the photo identification/Building Pass Badge to the employees assigned to this Agreement each day as they report for work and shall collect the badges at the end of the work shift before the employees leave the building.

1.10.2 The Contractor shall see that all badges are returned to the Facilities Manager, or his designated representative, when employees are dismissed or terminated. The Contractor will notify the Facilities Manager, or his designated representative, when employee's badge is lost. It will be the responsibility of the Contractor to pay for replacement badges at a cost of $15.00 per badge. No employee will be allowed to work without a current badge.

1.10.3 An itemized list of employees assigned to each facility, showing the employee's full name, address, telephone number, date and place of birth, and social security and driver's license numbers, shall be submitted to the Facilities Manager, or his designated representative. This list is to be kept current by the Contractor and changes promptly submitted to the Facilities Manager, or his designated representative.

1.10.4 The Contractor shall be furnished means of access to all rooms requiring cleaning. Any keys issued to the Contractor for such use shall not be removed from the premises at any time, or duplicated by the Contractor. Exceptions will be addressed by the Facilities Manager, or his designated representative, on an individual basis, based upon specific circumstances.

1.10.5 Any area to which Contractor is provided access by means of a key shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any employees assigned to this Agreement.

1.10.6 Upon completion of cleaning in a prescribed area, the Contractor's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance purposes, (i.e. night and exit lights) shall be extinguished, and all doors and windows secured. The Contractor's building supervisor and/or lead person shall check to ensure that all requirements are met, prior to release of work crew for the day, including the replacement of all furniture and equipment moved during the cleaning process.

1.10.7 Keys and or keycards for all County buildings shall be issued to the contractor by Facilities Management, and will be returned to Facilities Management upon termination of this Agreement.

If any building key(s) are lost or not returned upon termination of this Agreement, the Contractor shall pay for all necessary lock changes and key re-issuances. For all County buildings **NOT USING THE BEST KEY SYSTEM**, to replace damage or broken building key(s), the contractor shall pay a $15.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $50.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.8 **WHERE THE BEST KEY SYSTEM IS USED**, both Courthouses, Consolidated Communications Center, Sheriffs buildings etc. to replace damage or broken building key(s), the contractor shall pay a $50.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $150.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.9 For the replacement of any keycard, the Contractor shall pay a $25.00 fee for each keycard.

1.10.10 Replacement keys from Facilities Management for janitorial dispensers that are lost and/or damage will have a replacement fee of $5.00 per key. Note: these keys may be replaced by the contractor on his/her own cost.

1.10.11 The County shall not be responsible to any of the Contractor's employees for loss of any personal property.

1.10.12 The Contractor shall provide secure storage for employees' personal possessions. All personal items, with the exception of jewelry and medication, will be held by the Contractor during work hours.

1.10.13 It will be the responsibility of the Contractor to establish and inform the Facilities Manager, or his designated representative, of procedures related to the employees assigned to this Agreement to prevent theft of the property of Alachua County and its employees.

1.10.14 It will be the responsibility of the Contractor to establish adequate procedures to eliminate use by the employees assigned to this Agreement of the property of Alachua County or of its employees. This property includes, but is not limited to the following:

1.10.14.1 Telephone System;
1.10.14.2 Computer Equipment;
1.10.14.3 Audio/Video Equipment;
1.10.14.4 Typewriters;
1.10.14.5 Calculators;
1.10.14.6 Duplicating Equipment;
1.10.14.7 Radios;
1.10.14.8 Projection Equipment

1.10.15 Discovery by Alachua County of wrongful use shall be referred to the Contractor for appropriate action, requiring reimbursement by the Contractor when a specific monetary loss or misuse can be directly attributed to one of the employees assigned to this Agreement.

1.10.16 It is the responsibility of the Contractor to establish adequate procedures to eliminate FALSE ALARMS. The contractor shall pay all false alarm fees that are charged to the County by law enforcement, which were set off by the contractor's janitorial staff

Alachua County Facilities Management Janitorial Building Service

BUILDING	SECTION	GENERAL HOUSEKEEPING							TOILET/BREAK ROOMS						
		MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN
Administration	Basement, Restrooms														
66,500 Sq. Ft.	1st Floor	A		A		A,B,C			A		A		A		
	2nd Floor	A		A		A,B,C			A		A		A		
	3rd Floor	A		A		A,B,C			A		A		A		
	4th Floor	A		A		A,B,C			A		A		A		
									A		A		A		
Administration Annex	1st Floor	A		A		A,B,C									
11,000 Sq. Ft.	2nd Floor	A		A		A,B,C			A		A		A		
	3rd Floor	A		A		A,B,C			A		A		A		
									A		A		A		
Agriculture Center	All but Auditorium	A		A		A,B,C									
8,340 Sq. Ft.	Auditorium	A		A		A,B,C			A		A		A		
Animal Control	Lobby area	A,B, C		A		A									
6,000 Sq. Ft.	Office area	A,B, C		A		A			A		A		A		
	Employee, back														
									A		A		A		
Community Support	All	A		A		A,B,C									
18,121 Sq. Ft.									A		A		A		
Consolidated Com Center	All	A		A		A,B,C									
23,870 Sq. Ft.									A		A		A		A
Courthouse, Civil	Basement	A		A		A,B,C			A		A		A		
	1st Floor	A		A		A,B,C			A		A		A		
	2nd Floor	A		A		A,B,C			A	A	A	A	A		
	3rd Floor	A		A		A,B,C			A	A	A	A	A		
	4th Floor	A		A		A,B,C			A	A	A	A	A		
									A	A	A	A	A		
Courthouse, Criminal															
108,000 Sq. Ft.	1st Floor	A	A	A	A	A,B,C									
	2nd Floor	A	A	A	A	A,B,C			A	A	A	A	A	A	
	3rd Floor	A	A	A	A	A,B,C			A	A	A	A	A	A	
	4th Floor	A	A	A	A	A,B,C			A	A	A	A	A	A	
Fire Rescue Headqtrs.	1st Floor	A		A		A,B,C			A	A	A	A	A		
									A		A		A		

BUILDING ADDRESS

BUILDING	ADDRESS
ADMINISTRATION	12 SE 1st STREET
ADMINISTRATION ANNEX	120 S MAIN STREET
AGRICULTURE CENTER	2800 NE 39th AVE
COMMUNITY SUPPORT/HEALTH DEPT.	218 SE 24th STREET
CONSOLIDATED COM CENTER	2620 HAWTHORNE RD.
COURTHOUSE, CIVIL	201 E UNIVERSITY AVE
COURTHOUSE, CRIMINAL	200 S MAIN STREET
FIRE RESCUE HEADQTRS	913 SE 5th STREET
HAZARDOUS HOUSEHOLD	5125 NE 63rd AVE
PUBLIC DEFENDERS	33 N MAIN STREET
PUBLIC WORKS	5620 NW 120th LANE
SHERIFFS HEAD QUARTERS	2621 SE HAWTHORNE ROAD
STAR GARAGE	105 SE 2nd AVE
STATE ATTORNEY	120 W UNIVERSITY AVE
TAG AGENCY-34TH ST	5801 NW 34th STREET
TAG AGENCY-BUTTER	3946 SW ARCHER ROAD
TRANSFER STATION	5115 NE 63rd AVE
WILSON BUILDING	26 N. 1st Street

NOTE: ALL ADDRESS ARE GAINESVILLE, FL.

BUILDING	SECTION	GENERAL HOUSEKEEPING							TOILET/BREAK ROOMS						
		MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN
12,900 Sq. Ft.	2nd Floor	A		A		A,B,C			A		A		A		
Hazardous Household	Lobby and Restrooms					A,B,C			A		A		A		
1000 Sq. Ft.															
Public Defenders	1st Floor, Public	A		A		A,B,C			A	A	A	A	A		
16,000 Sq. Ft.	1st Floor, Employee	A		A		A,B,C			A	A	A	A	A		
	2nd Floor	A		A		A,B,C			A	A	A	A	A		
	3rd Floor	A		A		A,B,C									
Public Works	Admin	A		A		A,B,C			A		A		A		
44,000 Sq. Ft.	Fleet	A		A		A,B,C			A		A		A		
	Parks	A		A		A,B,C									
	Warehouse	A		A		A,B,C			A		A				
Sheriffs	Head Quarters	A		A		A,B,C			A		A		A		
37,900															
Star Garage	Court Reporting; S1	A		A		A,B,C			A		A		A		
16,300 Sq. Ft.	Court Adm.; S2A	A		A		A,B,C			A		A		A		
	Equal Opportunity; S2B	A		A		A,B,C			A		A		A		
	Waste Collections; S5	A		A		A,B,C			A		A		A		
	Management & Budget; S6	A		A		A,B,C			A		A		A		
	Guardian Ad Litem; S7	A		A		A,B,C			A		A		A		
	Court Depositions; S7	A		A		A,B,C			A		A		A		
State Attorney	1st Floor, public	A		A		A,B,C			A	A	A	A	A		
34,000 Sq. Ft.	1st Floor, Employees	A		A		A,B,C			A	A	A	A	A		
	2nd Floor	A		A		A,B,C			A	A	A	A	A		
	3rd Floor	A		A		A,B,C			A	A	A	A	A		
Tag Agency, 34th St.	All	A		A		A,B,C			A		A		A		
3,650 Sq. Ft.															
Tag Agency, Archer Rd.	All	A		A		A,B,C			A		A		A		
2,700 Sq. Ft.															
Transfer Station, Admin.	All	A		A		A,B,C			A		A		A		
3,440 Sq. Ft.															
Wilson Building	1st Floor	A		A		A,B,C			A		A		A		
28,000 Sq. Ft.	2ND Floor	A		A		A,B,C			A		A		A		

Building Security Levels

Category Type	Building Type	Facility	Level of Security	Offenses that Deny Access
A	Judicial	Criminal Courthouse Civil Courthouse Court Services Voters Warehouse Public Defenders Sheriffs HQ	High	Level A Offenses Level B Offenses Level C Offenses Level D Offenses Level E Offenses Level F Offenses All other offenses will be handled on a case by case basis
B	Administration, Elected, and Constitutional	Administration Bldg Administration Bldg. Annex CCC Records Retention Star Garage Community Support	High to Moderate	Level A Offenses Level B Offenses Level C Offenses Level D Offenses Level E Offenses All other offenses will be handled on a case by case basis
C	Support Services	Public Works Fire Rescue HQ Fire Stations Tag Agency 34th Tag Agency BP	Low	Access will be granted on a case by case basis
D	Warehouse/ Shops	Facilities Transfer Station Hazardous Warehouse Animal Control Ag Center	Minimal	Access will be granted on a case by case basis

Level A Offenses Crimes Against Persons
Level B Offenses Crimes Against Property
Level C Offenses Crimes involving health and Safety
Level D Offenses Crimes Involving Morals and Decency
Level E Offenses Crimes Against Minors

ATTACHMENT A

Janitorial Supplies Provided By Alachua County Facilities

Items

Skylight Glass Cleaner

Foam Burst Bathroom Cleaner

Frequency 256, All Purpose Cleaner

Reflecta, Neutral Floor Cleaner

Kil-Odor (Country Morning)

Stainless Steel Cleaner

Hand Soap

Furniture Polish

Dust Mop Treatment

Spray Bottles

Tile and Grout Cleaner

Toilet Tissue

Hand Towels (Roll)

Hand Towels (multifold)

Liner, 60 gallon (large)

Liner, 33 gallon (Medium)

Liner 16 gallon (Small)

Liner, wax bag

Toilet seat covers

Note: At the start of the contract, the County will pre-stock all buildings with at least 15 days of supplies. Each contractor must request the replacement of used supplies by completing a Janitorial Supply Request Form and submitting it to the Alachua County Facilities Division, in accordance with Standard Operating Procedures (SOP). The County reserves the rights to make changes to this list as it may see fit.

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS

When this Agreement or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability and Automobile Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work

performed by the Contractor for the County.

III **All Coverages**

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the Agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

and Mailing Address **c/o Periculum Services Group**
P.O. Box 257
Portland, MI 48875

#6763

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 30, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 23, 2010 & Received in Contracts November 29, 2010**

Attached please find one original of the document referenced below which was approved by the County Manger on the date referenced above. Also enclosed is a copy of the Green Sheet.

LOWE'S CLEANING SERVICE, INC.
Fourth Amendment to the Agreement for janitorial services
Term: October 1, 2010 – September 30, 2011
(Option to renew for one additional 1-yr period)
Amount: $ 250.94 Monthly Decrease Account: 001-1812-519.34-11
$ 2,405.22 Monthly
RFP #08-71

Please forward the original document to the vendor and keep a copy for your file. Also enclosed is the change order to your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

ITEM DESCRIPTION:	Fourth Amendment to the Agreement between Alachua County and Lowe's Cleaning Service, Inc. for Janitorial Services		
DEPARTMENT: Administrative Services Facilities	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson **PHONE** 374.5229	
DOCUMENT(S) REQUIRING ACTION:	Fourth Amendment to the Agreement between Alachua County and Lowe's Cleaning Services, Inc. for Janitorial Services	**AMOUNT:** $28,862.64 annually $2,405.22 monthly	

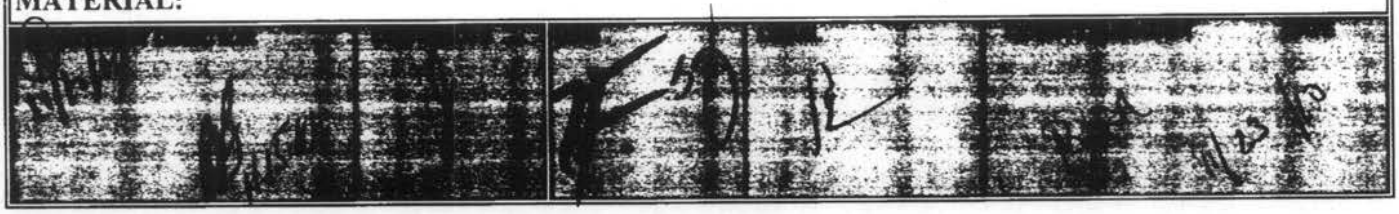
EXECUTIVE SUMMARY: This fourth amendment to the agreement with Lowe's Cleaning Service, Inc. is to reduce janitorial services in the Star Garage, Suite 7. Guardian Ad Litem has vacated the premises; the Public Defender is occupying only 4 offices upstairs. This amendment covers the period of October 1, 2010 through September 30, 2011 (with option to renew for one (1) additional 1-year period).

BACKGROUND: On March 11, 2008 the original agreement between Alachua County and Lowe's Cleaning Service, Inc. was approved by the Board of County Commissioners. Facilities Management is requesting the County to enter into this fourth amendment to reduce janitorial services at the following location: Star Garage, Suite 7.

ISSUES: The monthly reduction is an additional $250.94 or $3,011.28 annually.

Recommendation: Approve and execute the Fourth Amendment to the Agreement between Alachua County and Lowe's Cleaning Service, Inc. for Janitorial Services

Recommendation:	Approve and execute the Fourth Amendment to the Agreement with Lowe's Cleaning Service, Inc. for Janitorial Services
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	N/A
Account Code:	001-1812-519-34-11
ATTACHMENTS:	Fourth Amendment to the Agreement with Lowe's Cleaning Service, Inc. (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A



FOURTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
LOWE'S CLEANING SERVICE, INC. FOR JANITORIAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT, made and entered into this 23rd day of November A.D. 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Lowe's Cleaning Service, Inc., hereinafter referred to as "Contractor":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated March 11, 2008, for the provision of janitorial services; and,

WHEREAS, the parties hereto previously entered into a First Amendment, dated July 16, 2009; Second Amendment, dated October 8, 2009; Third Amendment, dated October 7, 2010 and

NOW, THEREFORE, the parties hereby agree to amend the original agreement, signed on March 11, 2008, as follows:

A. Section #1. **Term.**

> This Agreement is effective beginning October 1, 2010 and continuing through September 30, 2011 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for an additional one (1) one year period under the terms and specifications contained herein.

B. Section #2. **Duties of the Contractor**, is amended in its entirety to read:

> A. The contractor shall have and perform the following duties, obligations, and responsibilities to the County: three (3) days per week general housekeeping and toilets/break rooms at Transfer Station located at 5115 NE 63rd Avenue, three (3) days per week of general housekeeping at Star Garage located at 105 SE 1st Avenue, three (3) days per week of general housekeeping at Hazardous Household Building located at 5125 NE 63rd Avenue.

Contractor shall be responsible for all additional duties, obligations and requirements as provided in Attachment A.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

C. Section #4. **Method of Payment** is amended in its entirety to read:

For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
The Contractor shall be paid monthly $785.16 for services rendered at the Transfer Station; $1,389.42 for services rendered at the Star Garage; $230.64 for services rendered at the Hazardous Household Building.

Lowe's Cleaning Service, Inc. will be paid a total monthly fee of $2,405.22 for the period of October 1, 2010 through September 30, 2011. The Contractor may accept and perform additional services and assignment of buildings not specified in this Agreement. A written quote and change order will be required prior to payment of services for additional services and/or assignment of buildings.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated March 11, 2008, as amended, between the parties, shall be and remain in full force and effect.

This fourth amendment shall take effect upon expiration of the contract or amendment currently in effect under the same terms and specifications contained therein.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Attest to Randall H. Reid

_____

BY: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

LOWE'S CLEANING SERVICE, INC.

Don Lowe
Name

CEO
Title

Don Lowe
Print Name

Attest by Corporate Officer

_____
Name

_____
Title

_____
Print Name

ATTACHMENT A

1.1 **Section A - Daily Duties / See attached building scheduled for days.**

1.1.1 **TOILET ROOMS** (Includes all restrooms, public and private, and Holding Cells).

1.1.1.1 Sweep floors.

1.1.1.2 Mop floors with a disinfectant solution.

1.1.1.3 Clean fixtures (toilets, urinals and lavatories) with a non-abrasive cleaner/disinfectant solution.

1.1.1.4 Clean walls, partitions, doors and other vertical and horizontal surfaces.

1.1.1.5 Empty and replace bags in all trash receptacles and sanitary napkin receptacles. Place debris in separate containers for disposal.

1.1.1.6 Fill all toilet room dispensers with soap, towels, tissue and related supplies.

1.1.1.7 Wipe and clean all bright metal.

1.1.1.8 Clean and polish mirrors.

1.1.1.9 Report any maintenance problems to Facilities Management using the minor maintenance report form.

1.1.1.10 Holding Cells. When unoccupied and unlocked, holding cell areas shall be cleaned, including a total disinfecting in and around urinals/toilets on a daily basis. If any toilet or sinks are stopped up, the Contractor shall use a plunger to attempt to clear drain lines.

1.1.2 **ROOM CLEANING** (Including break, kitchen, lobbies, corridors and entrances)

1.1.2.1 Empty trash receptacles and replace plastic liners in receptacles daily.

1.1.2.2 **Clean vertical and horizontal surfaces.**

1.1.2.3 Clean wash basins.

1.1.2.4 Fill all dispensers.

1.1.2.5 VACUUM ALL CARPET COMPLETELY including entrance and exit mats.

1.1.2.6 EDGE CARPETING near baseboards and in areas not reached by vacuum.

1.1.2.7 Mop hard surface flooring with treated medium. Remove any spots. Report any spots that cannot be removed to Facilities Management.

1.1.2.8 Mop kitchen's and/or break rooms hard surface flooring with a disinfectant solution, without streaking or leaving any mop debris.

1.1.2.9 Clean glass entrance and exit doors and glass panels.

1.1.2.10 Clean microwave tops and doors.

1.1.2.11 Vendor to move all recyclable waste/trash to designated building location.

1.1.3 **Elevators** (Doors, floors and walls)

1.1.3.1 Clean walls and doors of hand prints and smudges.

1.1.3.2 Mop or vacuum floors.

1.2 **Section B - Weekly Duties / See attached building scheduled for day.**

1.2.1 ROOM CLEANING (Includes break, kitchen, lobbies, corridors and entrances)

1.2.1.1 Dust office fixtures (desks, credenzas, tables, chairs etc.) with treated material. If surface is glass, Formica or steel, use damp cloth, leaving surface non-streaked and non-greasy. Do not move papers or personal items. Dust around office machines and communications equipment.

1.2.1.2 Dust file cabinets and all other horizontal surfaces including wall moldings.

1.2.1.3 Clean glass partitions, bookcase and other office fixtures that are glass.
1.2.1.4 Report any spots found on floors, carpet and hard flooring, to Facilities Management using the minor maintenance report form.
1.2.1.5 Vacuum/sweep all stairwells.
1.2.1.6 Clean cabinet doors in kitchen and break rooms.

1.3 **Section C - Monthly Duties First Week in Each Month, See attached building scheduled for day.**

1.3.1 ROOM CLEANING (Includes break, kitchen lobbies, corridors and entrances)

1.3.1.1 Dust Venetian blinds with wool duster, feather duster or vacuum. Clean to remove spots.
1.3.1.2 Dust all high (above 6') surfaces with wool duster, feather duster, or vacuum (i.e. tall file units, high shelves, room divers, door closers, and air vents etc).
1.3.1.3 For each floor drain, a minimum of one (1) gallon of fresh water is to be poured down to flush out and reseal. To this fresh water, a small amount of a deodorizer is to be added.
1.3.1.4 Clean hand rails, post and all associated parts to stairwells.

1.4 **Section D – Quarterly duties.**

1.4.1 Vacuum and/or brush all upholstered furniture to remove accumulated dust and debris

1.5 **Section E – Semiannual duties.**

1.5.1 Clean all spots from walls, furnishings, chair pads and all other hard surfaces. Report any spots that cannot be removed to Facilities Management using the minor maintenance form.
1.5.2 Scrub and clean all non sealed restroom floors

1.6 **Section F – Annual duties.**

1.6.1 The contractor shall provide interior and exterior window cleaning once per year between the months of April and May.

1.7 **Miscellaneous**

1.7.1 All employees, supervisors and management staff of contractor must be trained in fire and safety procedures, including the location of fire equipment and safety exits.
1.7.2 Report fires, hazardous conditions and items in need of repair.
1.7.3 Close windows; turn off lights and fans when not in use.
1.7.4 Turn in lost and found articles at the lost and found desk at the building.
1.7.5 Close doors and lock rooms in security areas after cleaning. Secure areas to be identified by the Facilities Manager.
1.7.6 Assign sufficient daytime staffing to be responsive to complaints related to night cleaning.
1.7.7 Contractor shall alert each of his/her employees to exercise a reasonable vigilance in implementing this policy and to notify the Facilities Manager on duty when an unauthorized or suspicious person is seen on the premises. Friends or family members are not allowed in building with employees. Only employees with Alachua County ID cards approved by Facilities Management are allowed in County buildings after closing to the public, or in secure areas of buildings that are cleaned during working hours.
1.7.8 Any mop water that is dumped down a floor drain, will required a minimum of one (1) gallon of

fresh water to be poured down said floor drain to flush it out. To this fresh water, a small amount of a deodorizer is to be added.

1.7.9 **NOTE:** Any cleaning schedule for Fridays, with permission from Facilities Management, may be moved to Saturdays or Sundays.

1.8 **Supplies, Materials, Equipment and Utilities**

1.8.1 **Furnished by Alachua County**

1.8.1.1 Electrical power at existing outlets for the operation of equipment necessary to perform the work under this Contract.

1.8.1.2 Hot and cold water as necessary.

1.8.1.3 All paper products needed for restrooms, kitchens and office areas. All cleaning chemicals needed to perform the work under this Agreement including chemicals need for seasonal cleanings. See Supply and Materials management procedure for County supplies **ATTACHMENT B**

1.8.1.4 Space in the building for the storage of bulk supplies furnished by the County and the contactor's equipment necessary to perform the work under this Agreement. The Contractor shall maintain this space in a neat and orderly condition. Alachua County will not be responsible in any way for theft or damage to the Contractor's stored supplies, materials, replacement parts, or equipment.

1.8.1.5 Janitor's closets, where available, at various points throughout the building, for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor.

1.8.1.6 Any equipment stored in janitor's closets that are the property of Alachua County will not in any way be used by the Contractor or His/Her employees to perform any task to fulfill this Agreement unless the Contactor has written approval from Facilities Management before use.

1.8.2 **Furnished by the Contractor**

1.8.2.1 All personnel, supplies, materials and equipment necessary to perform the work under this Agreement unless otherwise specified herein. These items shall be of a quality to conform to applicable industry standards and not cause damage to the property. Fifteen (15) days prior to the commencement of the Agreement, the Contractor must supply to the Facilities Manager, or his designated representative, a list giving the name of the manufacturer, the brand name and intended use of each items that are proposed to be used in the performance of the work. The Facilities Manager, or his designated representative, will approve all items prior to usage. Contractor shall only use items that have been approved by the Facilities Manager, or his designated representative.

1.8.2.2 All necessary cleaning equipment including industrial type vacuum cleaners, etc., necessary to perform the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind. The Contractor shall provide appropriate equipment for office/break/kitchen trash removal so as to avoid the possibility of floor damage due to dragging of trash bags. The equipment used to move trash in a County elevator must not in any way cause damage to said elevator. All equipment shall be approved by the Facilities

Manager, or his designated representative.

1.8.2.3 The Contractor shall provide a uniform for employees. An acceptable dress for employees can be as simple as a company T-shirt with company name and/or logo. The uniform will be worn at all times when performing services at County Facilities.

1.8.3 **Security Clearances - Security clearances are required to be approved for all contractor employees prior to start of work.**

1.8.3.1 The Contractor shall submit to the Facilities Manager, or his designated representative, during the bidding and negation phases as a part of the qualification process the vendor must provide proof of background checks on the Owner and the Project Management staff including Operations Managers, Supervisors, and or lead personnel. The County reserves the right to verify the accuracy of the information submitted by the potential Contractor.

1.8.3.2 Alachua County shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees assigned to the Contract. Alachua County may, as it deems appropriate, authorize and grant temporary clearance to any such employee which shall not be considered as assurance that a full clearance will follow as a result or condition thereof; and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by Alachua County.

1.8.3.3 Alachua County will use the Security Access level decision Matrix to approve or disapprove vendor/employee access to County buildings. See Matrix and building category form at **ATTACHMENT A.**

1.8.3.4 Exception/Waiver Request: On a case by case basis a contractor can submit a waiver to the County requesting that a critical employee with some violations in their background history be allowed to perform services in the County Facilities. This waiver will be completed by the contractor as the approval and or disapproval decision will rest with the County. If the waiver is approved, the contractor must agree to ensure that the employee whom the waiver was submitted for is always accompanied by an employee with no convictions. If an unaccompanied employee with an approved waiver is ever identified in a County facility alone he/she can be denied entry by the County for the purpose of cleaning.

1.8.3.5 Background checks and reports are the sole responsibility of the Contractor. Payments of said checks will the Contractors responsibility.

1.8.3.6 Contractor must provide proof of employee background checks at least 48 hours before the employee starts work.

1.9 **Identification/Building Pass**

1.9.1 The Contractor shall ensure that every new employee assigned to this Agreement has a photo identification badge/building pass before the employee begins duty. The Contractor's representative shall sign each pass issued. The Contractor shall see that all badges/passes are returned to the Facilities Manager, or his designated representative, as any employees are

dismissed or terminated, and when the Agreement expires. All badges/passes must contain an expiration date.

1.9.2 The Contractor shall ensure that all employees assigned to this Agreement wear their badge/pass during duty hours in a clearly visible spot. The Facilities Manager, or his designated representative, shall periodically verify badges/passes of Contractor employees with their personal identification. The Contractor shall make all employees assigned to this Agreement available for photo identification badges/passes on a schedule to be worked out with the Facilities Manager, or his designated representative. The badges/passes will be made by the County before an employee may begin work and only after a favorable background, check has been received on the employee. Employees shall sign each badge/pass at the time of photographing.

1.10 **Building Security and Access Control**

1.10.1 The Contractor shall issue the photo identification/Building Pass Badge to the employees assigned to this Agreement each day as they report for work and shall collect the badges at the end of the work shift before the employees leave the building.

1.10.2 The Contractor shall see that all badges are returned to the Facilities Manager, or his designated representative, when employees are dismissed or terminated. The Contractor will notify the Facilities Manager, or his designated representative, when employee's badge is lost. It will be the responsibility of the Contractor to pay for replacement badges at a cost of $15.00 per badge. No employee will be allowed to work without a current badge.

1.10.3 An itemized list of employees assigned to each facility, showing the employee's full name, address, telephone number, date and place of birth, and social security and driver's license numbers, shall be submitted to the Facilities Manager, or his designated representative. This list is to be kept current by the Contractor and changes promptly submitted to the Facilities Manager, or his designated representative.

1.10.4 The Contractor shall be furnished means of access to all rooms requiring cleaning. Any keys issued to the Contractor for such use shall not be removed from the premises at any time, or duplicated by the Contractor. Exceptions will be addressed by the Facilities Manager, or his designated representative, on an individual basis, based upon specific circumstances.

1.10.5 Any area to which Contractor is provided access by means of a key shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any employees assigned to this Agreement.

1.10.6 Upon completion of cleaning in a prescribed area, the Contractor's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance purposes, (i.e. night and exit lights) shall be extinguished, and all doors and windows secured. The Contractor's building supervisor and/or lead person shall check to ensure that all requirements are met, prior to release of work crew for the day, including the replacement of all furniture and equipment moved during the cleaning process.

1.10.7 Keys and or keycards for all County buildings shall be issued to the contractor by Facilities Management, and will be returned to Facilities Management upon termination of this Agreement.

If any building key(s) are lost or not returned upon termination of this Agreement, the Contractor shall pay for all necessary lock changes and key re-issuances. For all County buildings **NOT USING THE BEST KEY SYSTEM**, to replace damage or broken building key(s), the contractor shall pay a $15.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $50.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.8 **WHERE THE BEST KEY SYSTEM IS USED**, both Courthouses, Consolidated Communications Center, Sheriffs buildings etc. to replace damage or broken building key(s), the contractor shall pay a $50.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $150.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.9 For the replacement of any keycard, the Contractor shall pay a $25.00 fee for each keycard.

1.10.10 Replacement keys from Facilities Management for janitorial dispensers that are lost and/or damage will have a replacement fee of $5.00 per key. Note: these keys may be replaced by the contractor on his/her own cost.

1.10.11 The County shall not be responsible to any of the Contractor's employees for loss of any personal property.

1.10.12 The Contractor shall provide secure storage for employees' personal possessions. All personal items, with the exception of jewelry and medication, will be held by the Contractor during work hours.

1.10.13 It will be the responsibility of the Contractor to establish and inform the Facilities Manager, or his designated representative, of procedures related to the employees assigned to this Agreement to prevent theft of the property of Alachua County and its employees.

1.10.14 It will be the responsibility of the Contractor to establish adequate procedures to eliminate use by the employees assigned to this Agreement of the property of Alachua County or of its employees. This property includes, but is not limited to the following:

- 1.10.14.1 Telephone System;
- 1.10.14.2 Computer Equipment;
- 1.10.14.3 Audio/Video Equipment;
- 1.10.14.4 Typewriters;
- 1.10.14.5 Calculators;
- 1.10.14.6 Duplicating Equipment;
- 1.10.14.7 Radios;
- 1.10.14.8 Projection Equipment

1.10.15 Discovery by Alachua County of wrongful use shall be referred to the Contractor for appropriate action, requiring reimbursement by the Contractor when a specific monetary loss or misuse can be directly attributed to one of the employees assigned to this Agreement.

1.10.16 It is the responsibility of the Contractor to establish adequate procedures to eliminate FALSE ALARMS. The contractor shall pay all false alarm fees that are charged to the County by law enforcement, which were set off by the contractor's janitorial staff

ATTACHMENT A

Janitorial Supplies Provided By Alachua County Facilities

Items

Skylight Glass Cleaner

Foam Burst Bathroom Cleaner

Frequency 256, All Purpose Cleaner

Reflects, Neutral Floor Cleaner

Kil-Odor (County Morning)

Stainless Steel Cleaner

Hand Soap

Furniture Polish

Dust Mop Treatment

Spray Bottles

Tile and Grout Cleaner

Toilet Tissue

Hand Towels (Roll)

Hand Towels (multifold)

Liner, 60 gallon (large)

Liner, 33 gallon (Medium)

Liner 16 gallon (Small)

Liner, wax bag

Toilet seat covers

Note: At the start of the contract, the County will pre-stock all buildings with at least 15 days of supplies. Each contractor must request the replacement of used supplies by completing a Janitorial Supply Request Form and submitting it to the Alachua County Facilities Division, in accordance with Standard Operating Procedures (SOP). The County reserves the rights to make changes to this list as it may see fit.

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS

When this Agreement or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability and Automobile Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work

performed by the Contractor for the County.

III **All Coverages**

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the Agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

and Mailing Address **c/o Periculum Services Group**
P.O. Box 257
Portland, MI 48875

#7447

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 30, 2010

MEMORANDUM

To: Norma Berger, FG Program
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 23, 2010 & Received in Contracts November 29, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your file.

INNOVATIVE ENTERTAINMENT
DJ Performance Agreement for the Annual Foster Grandparent Program Recognition Luncheon
Terms: December 12, 2010
Amount: $345.00 **Account: 192-2956-564.48-30**

Please forward the original document to the vendor for signature and return a fully executed copy to me for inclusion in the County Manager's Report.

Keep a copy for your file. Thank you for your assistance.

Enclosures

Cc: OMB
Finance & Accounting

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

County Manager Item Summary

ITEM DESCRIPTION:	Contract with Innovative Entertainment for FGP Recognition 12/10/10

DEPARTMENT	RETURN TO	CONTACT:	Norma Berger
Community Support Services	Elmira K. Warren / Cathie Whitney	PHONE #:	264-6757

DOCUMENT(S) REQUIRING ACTION:	AMOUNT:
DJ Performance Contract	$345.00

EXECUTIVE SUMMARY:

Reserving date/time and agreement of DJ services

BACKGROUND:

FGP Recognition event is annual, as required and funded by our grantor. This year will be a dance. Innovative Entertainment will be hired to provide music and DJ services, at a discounted rate of $345.00 for the whole event.

ISSUES:

None

ACTION

Recommendation: Sign and return forms

BUDGETARY IMPACT

Recommendation: Approve; funds are included in the FY11 FGP budget to cover this event.

Funding Sources: The Corporation for National and Community Services/General fund.

Associated Costs: Decorations, entertainment, MV transportation, awards, certificates, meals for volunteers, sponsors, guests and staff, invitations, etc.

Account Code: 192-2956-564.48-30

Attachments: DJ Performance Contract

Suggested Reference Material: None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
11/3/10				11/23/10	

innovative
ENTERTAINMENT

DJ PERFORMANCE CONTRACT (MOBILE)

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective by and between Alachua County Foster Grandparent Program, located at 218 SE 24th Street, Gainesville, FL 32641 Phone: 352-264-6757 (hereinafter referred to as the "Purchaser") and Innovative Entertainment, located at 724 NW 30th Ave, Gainesville, Florida 32609 (hereinafter referred to as the "Talent").

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bind hereby, agree as follows:

1. Performance: The entertainment to be provided by Talent is generally described as the playback of musical recordings through sound equipment with occasional "DJ" narration (hereinafter referred to as the "Performance").

2. Venue: The place of performance is located at Best Western Gateway Grand, 4200 NW 97th Blvd Gainesville, FL 32606-3742 (352) 331-3336 (hereinafter referred to as the "Venue").

3. Date and Time of Performance: The date of the Performance shall be Friday 12/10/10 and the time of the Performance shall be 10:00am-1:00pm. This Performance shall have a duration of 3.0 hours. The Performance duration may be extended per request (see section 5. "Talent Fee" for fees associated with extending duration)

4. Agreement to Perform: Talent agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.

5. Talent Fee: Purchaser agrees to pay Talent a flat fee of Three Hundred and Forty Five dollars ($345.00) for the Performance. Talent fee shall be paid in cash, personal check, money order or cashier's check. The Performance duration may be extended per request at a rate of $58.00 per half hour. There will be an additional fee of $25.00 for returned checks.

6. Excuse of Obligations: Purchaser and Talent shall be excused from their obligations hereunder in the event of proven

sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.

---

7. Parking and Venue: Purchaser will provide access to the event site two (2) hours prior to the performance and continuing for one (1) hour following the performance.

8. Security:
In the event of circumstances deemed to present a threat or implied threat of injury or harm to the Talent staff or any equipment in the Talent's possession, the Talent reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time, the Talent shall resume performance in accordance with the original terms of this agreement. The Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether the Talent resumes performance.

In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, the Talent reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

9. Special Request Policy: The Purchaser shall provide a list of "must-play" music to the Talent a minimum of seven (7) days prior to the Performance. The Purchaser may submit a list of requested songs at least (3) three days prior to the event.

10. Sound: The Talent shall furnish all sound equipment, microphones, and power strips necessary for the Performance. Purchaser agrees to provide access to at least two grounded wall plugs. The Talent agrees to provide all personnel required to assist the setup for and conduct of the Performance and takedown after the Performance.

11. Rain or Shine: It is understood that this is a "Rain or Shine" event, the Talent compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The Talent's reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The Talent's compensation will not be affected by such cancellation.

12. Additional Entertainment Accessories: Additional entertainment accessories (i.e. lighting) for the Performance as requested by Purchaser and associated fees as quoted by Talent:
NA_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

BY:
"TALENT"
<<Innovative Entertainment>>

Sign:
_____
(An authorized signatory)
Date:
_____

BY:
"PURCHASER"

Print: RANDALL H. REID, COUNTY MANAGER
_____

Sign:
_____
(An authorized signatory)
Date:
_____

Please make checks payable to
Innovative Entertainment
724 NW 30th Ave
Gainesville, FL 32609

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

This contract void unless signed and received (or postmarked) by 12/3/10.

ALACHUA COUNTY
DECLARATION OF PUBLIC PURPOSE EVENTS
AUTHORIZATION FORM

Name of Event: Annual FGP Recognition	Department Name: CSS	
Account Code: Fund# 192	Dept# 2956	Expense Acct# 564.48-30
Event Date(s): From 12/10/10	To 12/10/10	
Event Location: Best Western Gateway Grand		

List of items to be purchased for event and estimated cost:

ITEMS TO PURCHASE	ESTIMATED COST
Food	$2300.00
Rental of facilities/equipment	$200.00
Awards	$4000.00
Speaker/Experts	$
*Promotional items	$
*Miscellaneous items/supplies	$2000.00
TOTAL ESTIMATED COST	$8500.00

*Please provide a brief description of all promotional and miscellaneous item purchases: Decorations, Entertainment (musician, DJ, etc.), invitations, programs, other supplies

Full narrative explanation of public purpose (*Incorporate all items from the public purpose legend listed below that apply*): This event is to provide public recognition for foster grandparent volunteers as provided for by the Corporation for National and Community Service.
A) Maximize participation and effectiveness of event
D) Enhancement of public service quality
H) Encourage or enhance public participation and awareness
J) Increase effectiveness of programs

Approval of Department Head: Edward K. Burke	Date: 10-01-10
Approval of County Manager:	Date: 11/23/10

Public Purpose Legend:

A) Maximize participation and effectiveness of event B) Motivate employees for increased efficiency/effectiveness C) Improve employee morale and/or retention D) Enhancement of public service quality E) Reducing employee absenteeism F) Reduced insurance costs and/or liability G)To promote economic development H) Encourage or enhance public participation and awareness	I) To promote tourism within the County J) Increase effectiveness of programs K) Decrease recidivism among clients L) Increase effectiveness of intergovernmental activities and policy making M) To promote interest and support for partnerships with County government N) To increase public confidence in County government O) To educate county citizens and/or employees and/or clients

#7446

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 30, 2010

MEMORANDUM

To: Norma Berger, FG Program
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 23, 2010 & Received in Contracts November 29, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your file.

BEST WESTERN GATEWAY GRAND
Banquet Order Agreement for the Annual Foster Grandparent Program Recognition Luncheon
Terms: December 12, 2010
Amount: $2,100.00 (estimated) **Account: 192-2956-564.48-30**

Please forward the original document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosures

Cc: OMB
Finance & Accounting

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

County Manager Item Summary

ITEM DESCRIPTION:	Contract with Best Western for FGP Recognition 12/10/10

DEPARTMENT	RETURN TO	CONTACT:	PHONE #:
Community Support Services	Elmira K. Warren / Cathie Whitney	Norma Berger	264-6757

DOCUMENT(S) REQUIRING ACTION:	AMOUNT:
Banquet Event Order	$2,100.00 (estimated)

EXECUTIVE SUMMARY:

Reserving date/time, catering of Best Western Gateway Grand

BACKGROUND:

FGP Recognition event is annual, as required and funded by our grantor. This year will be a dance. Best Western will be hired to provide food, beverages, and service, including linens, coffee, dance floor, podium, sound, and space for the event.

ISSUES:

None

ACTION

Recommendation:

Sign and return forms

BUDGETARY IMPACT

Recommendation:

Approve; funds are included in the FY11 FGP budget to cover this event.

Funding Sources:

The Corporation for National and Community Services/General fund.

Associated Costs:

Decorations, entertainment, MV transportation, awards, certificates, meals for volunteers, sponsors, guests and staff, invitations, etc.

Account Code: 192-2956-564.48-30

Attachments: Banquet Event Order

Suggested Reference Material: None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
				1/20/10

BCC 1/18/10

Banquet Event Order

Best Western Gateway Grand

4200 NW 97th Boulevard, Gainesville, FL 32606
Phone 352-331-3336 Fax 352-331-9348

Date of Functions	Friday 12/10/2010	**Room**	Springhills Ballroom
Organization	Alachua County Foster Grandparent Program	**Time**	10:00 AM - 03:00 PM
Contact Person	Norma Berger - Norma Berger	**Function Type**	Banquet
Address	218 SE 24th St. Gainesville, FL 32641	**Catering Mgr.**	Jorge Negron
		Set For	120 **Guarantee**
		Post As	Alachua County Foster Grandparent Progra
Telephone	352-264-6731 **Fax** 352-264-6703	**Today's Date**	11/04/2010 **BEO #** 325915

Summary of Charges

Service Time	Quantity Ordered	Menu	Unit	Total
11:00 AM	60	Chicken Teriyaki- Lightly breaded and fried boneless breast of chicken marinated in soy and ginger. Drizzled with a soy ginger reduction and topped with grilled pineapple ring and scallions. Jazmin Rice.	$16.89	$1,013.40
	60	Roast Sirloin of Beef- Seasoned tender top round of beef slow roasted and thinly sliced. Served with a demi-glace reduction. Roasted New Potatoes Served with: Garden Salad w/Asst'd Dressings Chef's Vegetable Medley Warm Rolls & Butter Key Lime Pie & Carrot Cake Iced Tea & Iced Water on tables Coffee, Decaf Service	$18.09	$1,085.40

Set-Up

Round tables of 8 people- WHITE CLOTHS, PURPLE NAPKINS- (2) Registration tables w/4 chairs & wastebasket- (2) Display tables by the podium

Special Instructions

Room ready at 7:30AM for decorations. Will bring own centerpieces. Please set extra chairs along windows in the hallway for early arrivals. Door Prize to be given to Norma. Event will start at 10:30AM.

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Payment Instructions

Payment Method Direct Bill Catering

I have read the above arrangements and the attached Catering Policies and agreed to the terms and conditions. This booking will remain tentative, subject to cancellation, until this Banquet Event Order is signed and received by the hotel on . A deposit in the amount of $0 is due on . Final Menu Due By: 11/17/2010. Guarantee number due by 12/07/2010. If a count is not provided to the hotel on the date due the hotel will use the Set For as the guarantee number, not subject to reduction.

Client Signature RANDALL H. REID, COUNTY MANAGER **Title** **Date**

Hotel Representative **Title** DOC . **Date** 11/5/10

Banquet Event Order

Best Western Gateway Grand

4200 NW 97th Boulevard, Gainesville, FL 32606
Phone 352-331-3336 Fax 352-331-9348

Date of Functions	Friday 12/10/2010	**Room**	Springhills Ballroom
Organization	Alachua County Foster Grandparent Program	**Time**	10:00 AM - 03:00 PM
Contact Person	Norma Berger - Norma Berger	**Function Type**	Banquet
Address	218 SE 24th St. Gainesville, FL 32641	**Catering Mgr.**	Jorge Negron
		Set For	120 **Guarantee**
		Post As	Alachua County Foster Grandparent Progra
Telephone	352-264-6731 **Fax** 352-264-6703	**Today's Date**	11/04/2010 **BEO #** 325915

Summary of Charges

Service Time	Quantity Ordered	Menu	Unit	Total
Accounting	Tax Exempt		Check #:	BEO Id 325915

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

I have read the above arrangements and the attached Catering Policies and agreed to the terms and conditions. This booking will remain tentative, subject to cancellation, until this Banquet Event Order is signed and received by the hotel on . A deposit in the amount of $0 is due on . Final Menu Due By: 11/17/2010. Guarantee number due by 12/07/2010. If a count is not provided to the hotel on the date due the hotel will use the Set For as the guarantee number, not subject to reduction.

Client Signature RANDALL H. REID, COUNTY MANAGER **Title** **Date**

Hotel Representative **Title** DOC **Date** 11/5/10

#7445

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 30, 2010

M E M O R A N D U M

To: Wade Gillingham, Risk Manager
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 23, 2010 & Received in Contracts November 29, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

SHANDS AT VISTA

Agreement for the provision of a comprehensive and confidential Employee Assistance Program
Term: November 23, 2010 – September 30, 2013
(Option to renew for an additional three years)
Amount: $12,000.00 Account: 507-0490-519.31-62

Please forward the document to the vendor and keep a copy for your file. Also attached is your encumbrance number. Thank you for your assistance.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
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An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ESCRIPTION:	Contractual Agreement Renewal, Employee Assistance Program (EAP)

DEPARTMENT:	RETURN TO	CONTACT: Wade Gillingham
Administrative Services	Wade Gillingham	PHONE 374-5297

OCUMENT(S) EQUIRING CTION:	Agreement for the provision of a comprehensive Employee Assistance Program	AMOUNT: $ $ 12, 000

XECUTIVE SUMMARY: **Contractual Agreement between Alachua County BoCC and hands at Vista to provide a comprehensive and confidential Employee Assistance Program or Alachua County Employees.**

ACKGROUND: In 1999 the County entered into agreement with Shands at Vista to provide comprehensive Employee Assistance Program (confidential mental health counseling) for all County employees. The current agreement was amended numerous times and extended through September 30, 2010. In September '10 a new agreement, and pricing, was reached which will continue this vital program for County employees through September 2013 with an option to continue for an additional 3 yrs.

SSUES: Continuation of the County's Employee Assistance Program

ACTION

Recommendation: Approve and Sign Agreement

BUDGETARY IMPACT

Recommendation:	$12,000
Funding Sources:	**Self Funded Health Insurance Program**
Associated Costs	N/A
Account Code:	50704905193162

ATTACHMENTS:	Contractual Agreement
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
				RHC	11/23/10

SHANDS AT VISTA SERVICES AGREEMENT

This agreement is entered into this 23rd day of November, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Shands Teaching Hospital and Clinics, Inc. dba as Shands at Vista, 4101 NW 89th Blvd., Gainesville, Fl 32606, hereinafter referred to as "Shands at Vista".

WITNESSETH

Whereas, the County desires to make an Employee Assistance Program (EAP) available to its employees; and

Whereas, the Shands at Vista is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term - This agreement is effective on the date executed by both parties and will continue annually until September 30, 2013 with options to continue for an additional three years or until erminated as provided herein:

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. Representations - By executing this Contract, the Shands at Vista makes the following express representations to the County:

a. The Shands at Vista is professionally qualified to act as the professional for this Service and is a licensed Mental Health Provider by all public entities having jurisdiction over the professional

b. Shands at Vista shall maintain all necessary licenses, permits or other authorizations necessary to act as Shands at Vista for the Service until the Shands at Vista's duties hereunder have been fully satisfied;

3. Duties of Shands at Vista - Shands at Vista shall have and perform the following duties, obligations, and responsibilities to the County and the following Constitutional Offices and their employees; The Alachua County Clerk of the Court, The Alachua County Property Appraiser, The Alachua County Supervisor of Elections, The Alachua County Sheriff and the Alachua County Tax Collector, as outlined in the Scope of Services, **Attachment A.**

4. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to Shands at Vista:

a. Upon the request of Professional, the County will verify eligibility of any individual seeking services under this Agreement;

b. The County will provide any and all information requested by Professional relating to an employee mandated referral.

5. Method of Payment - For its assumption and performance of the duties, obligations and responsibilities set forth herein, Shands at Vista shall be paid in accordance with this section.

a. Shands at Vista shall be paid for those services required by this Contract an amount not to exceed the sum of $12,000 annually allocated in the following manner:

Quarterly Installments effective October 1, 2010:

b. As a condition precedent for any payment, Shands at Vista shall submit quarterly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered. Shands at Vista's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. Shands at Vista's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Shands at Vista, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of Shands at Vista, which signature shall constitute the Shands at Vista's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of Shands at Vista covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Shands at Vista that payment of any portion thereof should be withheld. Submission of Shands at Vista's invoice for final payment shall further constitute Shands at Vista's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of Shands at Vista to others, including its consultants, incurred in connection with the Project, will be paid in full. Shands at Vista shall submit invoices to the County at the following address:

Risk Management
Alachua County BoCC.
12 SE 1st Street
Gainesville, Florida 32601

c. The County shall make payment to Shands at Vista, of all sums properly

invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Markus Dietrich
Shands at Vista
4101 NW 89th Blvd.
Gainesville, Florida 32606

6. **Notice** - Except as otherwise provided in this agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Shands at Vista's and County representative are:

County:
Alachua County Risk Manager
Administrative Services
PO Box: 1467
Gainesville, FL, 32602

Shands at Vista:
Markus Dietrich
Shands at Vista
4101 NW 89th Blvd.
Gainesville, Florida 32606

A copy of any notice, request or approval to the County must also be sent to:

J.K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32601
ATTN: Contracts

7. Default and Termination - The failure of Shands at Vista to comply with any provision of this agreement will place Shands at Vista in default. Prior to terminating the

agreement, the County will notify Shands at Vista in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give Shands at Vista ten (10) days to cure the default. The County's Risk Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Administrative Services Director is authorized to provide final termination notice on behalf of the County to Shands at Vista.

The County may terminate the agreement without cause by first providing at least 48 hours written notice to Shands at Vista prior to the termination date. In the event of such termination, Shands at Vista shall be entitled to compensation for all fees and costs reasonably incurred up to the date of notice.

If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to Shands at Vista. The County will be the final authority as to the availability of funds. The County will pay Shands at Vista for all work completed prior to any notice of termination.

8. Insurance - Shands at Vista will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in **Attachment B**.

9. Permits - Shands at Vista will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

10. Laws & Regulations - Shands at Vista will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Shands at Vista is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Shands at Vista is not familiar with state and local laws, ordinances, code rules and regulations, Shands at Vista remains liable for any violation and all subsequent damages or fines.

11. Indemnification – To the maximum extent permitted by Florida law, Shands at Vista shall indemnify, save and hold harmless the County and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of, or by reason of, the execution of performance of the administrative services provided for herein. Shands at Vista further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder. The terms and provisions of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitation.

The County represents that it is self-funded for liability insurance in accordance with Section 768.28 Florida Statues and assumes any and all risk of personal injury (including death) and property damages (including destruction) attributable to the negligent acts or omissions of it

officers, employees, servants, and agents thereof in the performance of the Agreement.

Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the County beyond the waiver provided in 768.28 Florida Statues.

12. Assignment of Interest - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

13. Successors and Assigns - The County and Shands at Vista each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

14. Independent Contractor - In the performance of this agreement, Shands at Vista is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. Shands at Vista is solely responsible for the means, method, technique, sequence, and procedure utilized by the Shands at Vista in the full performance of the agreement.

15. Collusion - By signing this agreement, Shands at Vista declares that this agreement is made without any previous understanding, agreement, or connections with any persons, professional or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

16. Conflict of Interest - Shands at Vista warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Shands at Vista shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

17. Prohibition Against Contingent Fees - Shands at Vista warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Shands at Vista to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Shands at Vista any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

18. HIPAA- Both parties acknowledge that they are "covered entities" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such comply with all requirements of the Act and the Final Rule.

19. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

20. Severability - If any provision of this agreement is declared void by a court of law,

all other provisions will remain in full force and effect

21. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

22. Governing Law and Venue - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

24. Amendments - The parties may amend this agreement only by mutual written agreement of the parties.

25. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

26. Counterparts – This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

27. Construction - This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties.

28. Entire Agreement - This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By:_____
Randall Reid, County Manager
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST

By:_____

Print:_____

SHANDS AT VISTA

By:_____

Print: Lyndon C. Edwards

Title: Associate Administrator

Attachment A

SCOPE OF SERVICES

1) Employee Assistant Program (EAP)

Shands at Vista will provide the County a comprehensive EAP available to all Alachua County employees and their dependents. Shands at Vista will provide up to four (4) counseling sessions to all employees and their immediate family members, (dependent upon the employee for support and/or domestic partner) seeking EAP services.

2) Employee Intake Assessments

Shands at Vista will make employee intake assessments by Master's prepared and licensed mental health professional twenty-hour (24) hours per day, seven (7) days per week. Shands at Vista will provide intake counselors accessible to employees through both a local and toll free telephone number. Shands at Vista will provide for same day assessment within twenty fur (24) hours of the employees initial call.

3) Consultation and Personnel

Shands at Vista will advise and consult with the County with regard to program planning and operation. Shands at Vista will provide assistance to County Staff in developing policies and procedures for use in crisis intervention, assistance, and referral services. Shands will assign dedicated personnel to serve as liaison between the County and Shands at Vista with respect to EAP implementation and oversight. In addition, Shands at Vista will establish and maintain a Critical Incident Response Team to deal with major incidents in which County employees engaged in their work require support and debriefing.

4) Provider Network

Shands at Vista will provide the County with a local Provider Network suitable for handling employee flow. Shands at Vista will maintain a current list of professional providers for all work locations and will provide this list to the County upon request. In addition, Shands at Vista will ensure that all counselors and therapist of its Provider Network meet professional standards during the credentialing and re-credentialing process.

5) Coordination of Benefits

Shands at Vista will coordinate EAP counseling services in accordance with the employee's health insurance coverage.

6) Records Management

Shands at Vista will maintain files necessary for the legal defense of claims, litigation, or other proceedings. Shands at Vista will prepare and maintain all records as may be required by local, state and federal law. In addition, Shands at Vista will strictly adhere to federal law and state statutes in regard to confidentiality of employee information and record keeping

7) Management Reports

Shands at Vista will prepare and provide management reports compiling data as may be reasonably required by the County to improve the administration and control of the EAP and will provide the County with quarterly Utilization Reports and Premium Installments no later than the thirtieth (30^{th}) day following the end of the quarter. Shands at Vista will be responsible for any changes in legislation affecting how it provides its mental health services required by local, state and federal law.

Attachment B

INSURANCE REQUIREMENTS
For
Shands at Vista and Consulting Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with; the contract, the premises, the performance of the work, the work, the products provided, or the services to be provided hereunder by the contractor, his agents, representatives, employees or subcontractors. Said insurance must be through an insurance company approved to sell insurance in the State of Florida and meets the minimum financial A.M. Best rating of B+ VII or better.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

SHANDS AT VISTA LIABILITY and ERRORS AND OMISSIONS LIABILITY

When this contract or agreement includes Shands at Vista or consulting services:
Shands at Vista (E&O) Liability Insurance for not less than $1,000,000 each claim, $1,000,000 policy aggregate

OTHER INSURANCE PROVISIONS

Policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

CERTIFICATES OF INSURANCE

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

Certificate Holder: Alachua County Board of County Commissioners
c/o EBIX
P.O. Box 257
Portland, MI 48875

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

#7442

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 22, 2010

M E M O R A N D U M

To: Elmira Warren
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 8, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

UNIVERSITY OF FLORIDA, COLLEGE OF MEDICINE - PEDIATRICS
Memorandum of Understanding between the Victim Services and Rape Crisis Center to encourage and enhance services for allegedly abused, abandoned or neglected children
Terms: November 9, 2010 until terminated
Amount: N/A Account: N/A

Please forward the document to the vendor and keep a copy for your files.

Thank you for your assistance.

Enclosure

Cc: File

JDJ/jcp

County Manager Item Summary

EM SCRIPTION:	Memorandum of Understanding

DEPARTMENT	RETURN TO	CONTACT:	Loretta Golden
Community Support Services	Elmira K. Warren / Cathie Whitney	PHONE #:	352-264-6760

OCUMENT(S) EQUIRING CTION:	Memorandum of Understanding Between Alachua County Board of Commissioners and University of Florida College of Medicine	AMOUNT: -0-

XECUTIVE SUMMARY:

his is a Memorandum of Understanding between Alachua County Board of Commissioners Victim Services Rape Crisis Center id the University of Florida Board of Trustees Department of Pediatrics is required by the Florida Department of Health to icourage collaboration and enhance the coordination and delivery of services such as emergency outreach, information, referral, se status update, support and accompaniment to criminal justice appointments and personal advocacy for allegedly abused, andoned or neglected children who reside in Alachua County.

ACKGROUND:

ie University of Florida Child Protection Team is the leading provider of services for sexually and physically abused children who side in Alachua County. The Child Protection Team desires to eliminate the emotional impact, fear, shame and embarrassment ten experienced by children who are physically and sexually abused. By coordinating services with the County's Victim Services ape Crisis Center, abused, neglected or abandoned children and their parent or legal guardian will receive support and assistance meet urgent special needs, a continuum of services for victimization related issues, hot-line phone counseling, information and ferral, personal advocacy and emergency legal assistance.

SUES:

iis Memorandum of Understanding between the University of Florida, Child Protection Team and the County's Victim Services Rape Crisis Center is a VOCA grant requirement requested by The Florida Department of Health. Failure to enter into this greement could result in the elimination of VOCA grant funds.

ACTION

commendation:

Approve the Memorandum of Understanding

BUDGETARY IMPACT

commendation:

Approve the Memorandum of Understanding since continuation of the VOCA grant is contingent upon the County's Victim Services Rape Crisis Center entering an Agreement with the University of Florida Child Protection Team.

nding Sources:

N/A

sociated Costs:

N/A

count Code: N/A

tachments: Memorandum of Understanding

ggested Reference aterial:

EPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
10/25/10					

Alachua County Board of Commissioners

Memorandum of Understanding
Between

Alachua County Board of Commissioners Victim Services & Rape Crisis Center

Victim Services & Rape Crisis Center Contact Person:	Loretta Golden, Director 218 24 Street 219 Gainesville, Florida 32641 220 (352) 264-6760 (352) 352-6703 (fax) llg@alachuacounty.us

And

The University of Florida:	College of Medicine, Department of Pediatrics General Pediatrics, Child Protection Team
Child Protection Team Contact Person:	Debra Esernio-Jenssen, M.D. Medical Director
Address:	1701 –A SW 16th Avenue Gainesville, FL 32608- 1173
Phone:	352-334-1300
Fax:	352-334-1521

This Agreement between the University of Florida College of Medicine Department of Pediatrics General Pediatrics Child Protection Team, herein called CPT, and the Alachua County Board of Commissioners (ACBOCC) Victim Services & Rape Crisis Center, herein called VS&RCC, identifies the coordination of core services, such as emergency outreach response, information, referral, case status update, support and accompaniment to criminal justice appointments for an allegedly abused, abandoned, or neglected child, parent and/or guardian who resides in Alachua County.

The Child Protection Team shall:

Contact VS&RCC if non-offending parent, guardian or caretaker needs assistant or support.

- Refer teen victims of abuse to VS&RCC for teen support group services if appropriate
  Refer parent, guardian, and caretaker to VS&RCC for criminal justice support accompaniment and Case status update
- Refer parent, guardian, caretaker to VS&RCC for personal advocacy, related to urgent special needs such as securing assistance with rent and/or utilities
- Request emergency outreach response to CPT if appropriate for crisis intervention

The Victim Services & Rape Crisis Center Director shall:

- Refer the parent or guardian of an allegedly abused, abandoned, or neglected child to CPT who request information and assistance medical care and examinations
- Work with CPT to ensure a smooth transition and continuum of services for an allegedly abused, abandoned, or neglected child, parent or guardian referred to VS&RCC
- Follow-up with parent, guardian, caretaker for unmet or urgent special needs resolution
- Follow-up with CPT to confirm contact was made by parent, guardian, caretaker referred for services.
- At the request of CPT provide the parent or guardian criminal justice accompaniment or case status update
  Respond to request from CPT for emergency outreach to allegedly abused, abandoned, or neglected child victims of abuse

- **Other**

  - It is understood and agreed that the University of Florida College of Medicine Department of Pediatrics and the ACBOCC VS&RCC will share only information that is pertinent and relevant for the safety, physical and medical care of the allegedly abused neglected or abandoned child. Each agency must have on file a Release of Confidentiality signed by an agency representative and the parent, guardian or caretaker of an allegedly abused, abandoned, or neglected child before a referral or exchange of information can be requested. The CPT Medical Director and staff and the ACBOCC VS&RCC Director and staff will work closely to ensure a seamless and continuum delivery of services for abused, neglected or abandoned child, parent or guardian referred to the agencies for assistance and support. Neither the CPT Medical Director nor the ACBOCC VS&RCC Director shall have supervision or control over the other's staff in the performance of their duties and responsibilities. The CPT Medical Director and staff shall have no control over the Department of Community Support Services Victim Services & Rape Crisis Center. The ACBOCC shall have no control over the CPT Medical Director and staff in the performance of their responsibilities for an alleged child of abuse, abandonment or abuse.
  - ***Compensation:*** The ACBOCC offers no financial compensation to the UF Department of Pediatrics CPT for the performance of their responsibilities as outlined in this Agreement. The UF Department of Pediatrics offers no financial compensation to ACBOCC for the performance of their responsibilities as outline in this Agreement.
  - **Effective Date:** This Memorandum of Understanding shall be effective upon the date signed by each signatory authority and shall remain in force until terminated or amended.
    Termination: This Agreement may be canceled at any time by agreement between the parties, or by one party, with or without cause, with thirty (60) days prior written notice to the other party to this Agreement.
  - ***Amendments:*** This Memorandum of Understanding may be amended at any time in writing by concurrence of both parties.
  - **Confidentiality of Patient Information:** The parties shall instruct their employees to hold as confidential any patient information acquired as a result of this Memorandum of Understanding. Any and all disclosure of patient information must be made in accordance with applicable state and federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA).
  - ***Assignment:*** This Memorandum of Understanding cannot be assigned by any party.
  - ***Notices:*** All notices to be given under this Memorandum of Understanding shall be delivered in person or sent by first-class mail, fax, or email to the contact persons and addresses listed above.
  - ***Choice of Laws and Venue:*** This Memorandum of Understanding and any disputes hereunder shall be construed in accordance with the laws of the State of Florida, notwithstanding that State's choice of law provisions, and enforced in the courts of the State of Florida. The parties hereby agree that venue will be in Alachua County, Florida.
  - ***Integration and Separability Clause:*** This Memorandum of Understanding sets forth the entire agreement of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the subject matter. Any provisions of this Memorandum of Understanding that are contrary to, prohibited by, or invalid under applicable laws and regulations shall be deemed to be omitted from this document and shall not invalidate the remaining provisions.

Name and Title of Authorized Representatives:

The University of Florida Board of Trustees for
the Benefit of the College of Medicine, Department of
Pediatrics, General Pediatrics, Child Protection Team

Michael L. Good, M.D.
Dean College of Medicine
University of Florida

10/12/10
Date

ACKNOWLEDGED:

Richard L Buccarelli, M.D.
Chair, Department of Pediatrics
College of Medicine
University of Florida

10/11/10
Date

John A. Nackashi, M.D.
Chief, Division of General Pediatrics
Department of Pediatrics
College of Medicine
University of Florida

10/7/10
Date

for David S. Guzick, M.D., Ph.D.
Senior Vice President, Health Affairs
University of Florida
President UF & Shands Health System

10/08/10
Date

Alachua County Board of Commissioners

Randall H. Reid, County Manager

11/8/10
Date

Approved As To Form

Alachua County Attorney

11/2/10
Date

CRS 20981 VLZ

#7441

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 22, 2010

MEMORANDUM

To: Elmira Warren
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 8, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, DEPARTMENT OF PEDIATRICS

Memorandum of Understanding between the Victim Services and Rape Crisis Center for the process and initial costs for examinations of allegedly abused, abandoned or neglected children
Terms: October 1, 2010 until terminated
Amount: Rate Based **Account: 001-2970-569.34-10**
Encumbrance #110883

Please forward the document to the vendor and keep a copy for your file. Your encumbrance #110883 has already been issued. Thank you for your assistance.

Enclosure

Cc: File
Finance & Accounting
Purchasing

JDJ/jcp

County Manager Item Summary

EM SCRIPTION:	Memorandum of Understanding for Payment of Medical Examinations

DEPARTMENT	RETURN TO	CONTACT:	Loretta Golden
Community Support Services	Elmira K. Warren / Cathie Whitney	PHONE #:	352-264-6760

OCUMENT(S) EQUIRING CTION:	Memorandum of Understanding Between Alachua County Board of Commissioners and The University of Florida College of Medicine	AMOUNT: "Flat Rate - $300.00 per exam"

XECUTIVE SUMMARY:

his is a Memorandum of Understanding between The Alachua County Board of Commissioners Victim Services Rape Crisis enter and the University of Florida board of Trustees Department of Pediatrics for the processing and payment of initial costs for caminations of allegedly abused, abandoned or neglected children who reside in Alachua County.

ACKGROUND:

ursuit to Florida Statute 39.304(5) the county in which an allegedly abused, abandoned, or neglected child is a resident shall bear e initial cost of the medical examination. In 2009 the University of Florida Board of Trustees College of Medicine, Department f Pediatrics entered into a Memorandum of Understanding with the Alachua County Board of Commissioners in which both arties agreed the Child Protection Team will bill Alachua County a Flat Rate of $200.00 for each initial exam for children of abuse identified under Florida Statue 39.304(5). In June 2010 the Department of Community Support Services Victim Services Rape Crisis Center was notified by Dr. Debra Esernio-Jenssen, Child Protection Team Medical Director, of the Team's intent to crease the cost of the exam from $200.00 to $300.00 Effective 10/01/2010. According to Dr. Esernio-Jenssen , the increase per camination is necessary due to increased cost related to the Team's becoming compliant with minimum operating standards as quired by the State of Florida for its Child Protection Teams. Historically, the University of Florida Department of Pediatrics hild Protection Team has funded all examinations required to serve children and families in our region.

SUES:

illing the county of resident for the medical examination of an allegedly abused, abandoned or neglected child is an unfunded ate mandate, failure to pay would be in violation of a legislative mandate.

ACTION

ecommendation:

Approve the Memorandum of Understanding

BUDGETARY IMPACT

ecommendation:

Approve the Memorandum of Understanding since payment is mandatory.

nding Sources:

General Fund

sociated Costs:

N/A

count Code: 001-2970

tachments: Memorandum of Understanding between Alachua County Board of Commissioners and The University of Florida Board of Trustees

ggested Reference aterial: Florida Statute 39.304(5)

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
10/25/10					11/8/11

Alachua County Board of Commissioners

Memorandum of Understanding
Between

Alachua County Board of Commissioners Victim Services & Rape Crisis Center

Victim Services & Rape Crisis Center Contact Person:	Loretta Golden, Director 218 SE 24 Street Gainesville, Florida 32641 (352) 264-6760 (352) 352-6703 (fax) llg@alachuacounty.us
And	
The University of Florida:	College of Medicine, Department of Pediatrics General Pediatrics, Child Protection Team
Child Protection Team Contact Person:	Debra Esernio-Jensen, M.D. Medical Director
Address:	1701 –A SW 16th Avenue Gainesville, FL 32608- 1173
Phone:	352-334-1300
Fax:	352-334-1521

This memorandum identifies the rights and responsibilities of the University of Florida College of Medicine Department of Pediatrics General Pediatrics Child Protection Team, herein called CPT, and the Alachua County Board of Commissioners (ACBOCC) for the benefit of the Victim Services & Rape Crisis Center (VS&RCC) that will process invoices from CPT for payment of initial costs for the examination of allegedly abused, abandoned, or neglected child who resides in Alachua County.

1. **The Child Protection Team Medical Director shall:**
   - Submit an itemized invoice for initial cost of medical examination to the ACBOCC via the VS&RCC.
   - Work with the VS&RCC Director or designee to ensure accurate and timely payment of invoices.
   - Ensure invoices submitted for payment of initial examinations do not exceed $300.00
   - Include parent and/or legal custodian contact information on each invoice.
   - Provide the responding law enforcement agency and case report number, CRN, on each invoice
   - Verify child is a resident of Alachua County.
   - Ensure payment for examination does not qualify under Florida Statue 960.28, forensic physical examination
   - Ensure photographs taken pursuant to 39.304 are not included on the invoice for initial examination costs.

2. **The Victim Services & Rape Crisis Center Director shall:**
   - Stamp date and time received on each invoice
   - Work with the CPT Medical Director or designee to ensure accurate and timely payment of invoices.
   - Review each invoice to verify County residency.
   - Review each invoice to verify cost is for initial medical examination only.
   - Review each invoice for parent and/or legal custodian contact information.
   - Review each invoice to ensure payment for examination does not fall within 960.28 forensic examinations.
   - The County reserves the right to exercise the option to bill the parent or legal custodian to reimburse the ACBOCC for payment of services pursuant to Florida Statute 39.304
   - After review stamp each invoice "approved" and forward to Community Support Services fiscal staff for payment.

3. **Other**

- It is understood and agreed that the University of Florida College of Medicine Department of Pediatrics will invoice the ACBOCC for the initial cost of the examination of an allegedly abused, abandoned, or neglected child who resides in Alachua County not to exceed $300.00. Any increase in the cost must be legislatively mandated or mutually agreed upon by appropriate administrative authorities of both parties. The CPT Medical Director and the ACBOCC VS&RCC Director will work closely with one another. Neither the CPT Medical Director nor the ACBOCC VS&RCC Director shall have supervision or control over the other's performance of their responsibilities. The CPT Medical Director shall have no control over the Department of Community Support Services Fiscal staff in the performance of their responsibilities for processing invoices for payment after approval by the VS&RCC Director. Invoices approved by the VS&RCC Director and processed by the Department of Community Services fiscal staff will be forwarded to the ACBOCC Finance & Accounting Department for payment. Final processing and disbursement of checks shall be under the sole and exclusive control of the ACBOCC Finance & Accounting Department.
- ***Compensation:*** The ACBOCC offers no additional financial compensation to the VS&RCC Director or financial compensation to the CPT Medical Director for the performance of their responsibilities. The ACBOCC assumes no responsibility for follow-up examinations or medical treatment provided by the Department of Pediatrics Child Protection team pursuant to Florida Statute 39.304. Payment of each invoice by the ACBOCC Finance & Accounting shall be considered payment in full. The CPT Medical Director may not submit a duplicate invoice with additional cost not included in the original invoice. Payments for all invoices properly submitted will be made in accordance with the provisions of §218 Part VIII Florida Statutes (Local Government Prompt Payment Act)
  Effective Date: This Memorandum of Understanding shall be effective for services provided after October 1, 2010 and shall remain in force until terminated or amended.
  Termination: This Agreement may be canceled at any time by agreement between the parties, or by one party, with or without cause, with thirty (30) days prior written notice to the other party to this Agreement.
- ***Amendments:*** This Memorandum of Understanding may be amended at any time in writing by concurrence of both parties.
- **Confidentiality of Patient Information:** The parties shall instruct their employees to hold as confidential any patient information acquired as a result of this Memorandum of Understanding. Any and all disclosure of patient information must be made in accordance with applicable state and federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- ***Assignment:*** This Memorandum of Understanding cannot be assigned by any party.
- ***Notices:*** All notices to be given under this Memorandum of Understanding shall be delivered in person or sent by first-class mail, fax, or email to the contact persons and addresses listed above.
- ***Choice of Laws and Venue:*** This Memorandum of Understanding and any disputes hereunder shall be construed in accordance with the laws of the State of Florida, notwithstanding that State's choice of law provisions, and enforced in the courts of the State of Florida. The parties hereby agree that venue will be in Alachua County, Florida.
- ***Integration and Separability Clause:*** This Memorandum of Understanding sets forth the entire agreement of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the subject matter. Any provisions of this Memorandum of Understanding that are contrary to, prohibited by, or invalid under applicable laws and regulations shall be deemed to be omitted from this document and shall not invalidate the remaining provisions.

Name and Title of Authorized Representatives:

The University of Florida Board of Trustees for
the Benefit of the College of Medicine, Department of
Pediatrics, General Pediatrics, child Protection Team

Michael L. Good, M.D.
Dean College of Medicine
University of Florida

10/12/10
Date

ACKNOWLEDGED:

Richard L. Buccarelli, M.D.
Chair, Department of Pediatrics
College of Medicine
University of Florida

10/11/10
Date

John A. Nackashi, M.D.
Chief, Division of General Pediatrics
Department of Pediatrics
College of Medicine
University of Florida

10-7-10
Date

for David S. Guzick, M.D., Ph.D.
Senior Vice President, Health Affairs
University of Florida
President UF & Shands health System

10/08/10
Date

Alachua County Board of Commissioners

Randall H. Reid, County Manager

11/8/10
Date

Approved As To Form

Alachua County Attorney

11/2/10
Date

CRS 20980 VC2

#7440

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 22, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 9, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

DEER RIDGE CONSULTING, INC.
Consulting Services for the ACSO Jail Roof/HVAC Energy Conservation Phase II Project
Term: November 9, 2010 until completed
Amount: $19,500.00 Not to Exceed **Account: 352-3264-523.62-20**

Please forward the document to the vendor and keep a copy for your files. The encumbrance number is enclosed. ***Please provide me with a correct Notice to Proceed. Once completed please forward me a Final Completion Notice.***

Thank you for your assistance.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

TEM DESCRIPTION:	Consulting Services for the ACSO Jail Roof/ HVAC Energy Conservation Phase II Project-Consulting Services for Design Plus Installation-Request Approval of an Agreement with Deer Ridge Consulting, Inc.

DEPARTMENT:	RETURN TO	CONTACT: Dave Kanzler
dministrative Services	Charlie Jackson	PHONE 374-5276
OCUMENT(S) EQUIRING CTION:	Approval of the Two copies of the Professional Services Agreement	AMOUNT: $19,500.00.

XECUTIVE SUMMARY: That the County Manager approve the Professional Services Agreement to monitor the nstallation of the ACSO Jail Roof/ HVAC Energy Conservation Phase II Project-Consulting Services for Design lus Installation. The Foam Re-Roof of the ACSO Jail Roof/ HVAC Energy Conservation Phase II will be erformed by polyurethane roofing contractor cotracted by the Construction Manager .

ACKGROUND: The urethane foam re-roof process is one which utilizes spray foam base and a silicone coating to eal the complete roof system(a shell). Once the system is installed, the manufacturer will issue a fifteen year arranty by utilizing a third party inspection. This Energy Contact has been on the agenda of Facilities Management r several years. Now Facilities Management is moving forward with the project utilizing the Construction Manager Risk delivery method.

SSUES: The roof at the ACSO Jail Roof/ HVAC Energy Conservation Phase II Project has leaked for several years nd has had numerous patches applied to that roof with no success. The plans and specifications received from our nergy Consultant – AdvanTek were too nonspecific and generic for this level roofing project. Deer Ridge onsulting, Inc. is the right choice to get this task accomplished.

e nendation:	Approve and execute the Professional Services Agreement for the ACSO Jail Roof/ HVAC Energy Conservation Phase II Project-Consulting Services for Design Plus Installation.

ecommendation:	Sufficient Budget exists for this project
nding Sources:	Capital Improvement Program General Fund
sociated Costs:	None
count Code:	352-3264-523.62-20
TTACHMENTS:	Two Original Agreements One
JGGESTED REFERENCE ATERIAL:	None

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 9th day of November, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Deer Ridge Consulting, Inc. doing business at 505 Deer Ridge Lane, Ararat, VA 24053 hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to employ the Professional to provide services related to the ACSO Jail Roof/ HVAC Energy Conservation Phase II Project located at 3333 NW 39th Avenue, Gainesville Florida, hereafter referred to as "Project";, and.

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective on the date executed by both parties and continues until final completion of Project and satisfaction of the County, unless earlier terminated as provide herein. This Agreement may be amended at the option of the County for additional periods not to exceed one (1) year terms at the terms and conditions contained in this Agreement.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice roof consulting by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional**. The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment **A**.

4. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in Attachment A.

5. **Method of Payment**. For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with Attachment 1. Payment for services and reimbursable expense under this agreement shall not exceed $19,500.00

5.1. Reimbursable expenses, if approved in writing in advance, will be paid by the County to the Professional for the following services or costs outlined below. The Professional will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

5.1.1. Expenses for travel when traveling in connection with provision of services under this agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

5.1.2. Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;

5.1.3. long distance telephone-actual cost;

5.1.4. Fax-actual long distance telephone cost only.

5.2. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *the time expended, if billed by hour,* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the

allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Facilities Manager
Alachua County Administrative Services
105 SW 1st Avenue, Suite B
Gainesville, Florida 32601

5.3. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.4. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Deer Ridge Consulting, Inc.
505 Deer Ridge Lane
Ararat, VA 24053

6. **Personnel**.

The Professional will assign only qualified personnel to perform any service concerning this Agreement.

7. **Notice**. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For

purposes of notice, Professional's and County representative are:

County: Charlie Jackson
Title Facilities Manager
Dept Facilities Management
105 SW 1st Street, Suite B
Gainesville, FL 32601

Professional: Roger V, Morrison, PE, RRC
Deer Ridge Consulting, Inc.
505 Deer Ridge Lane
Ararat, VA 24053

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. Default and Termination.

The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Facilities Manager

8.1. is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will

immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the

Professional as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. **Insurance**. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment 2.

12. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. **Laws & Regulations**. The Professional will comply with all laws, ordinances, and regulations, applicable to the work required by this Agreement.

14. **Indemnification**

14.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any

thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Professional.

14.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

Standard of Care. The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional roof consultant performing similar services at the time and place such services are performed.

15. **Assignment of Interest**. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

16. **Successors and Assigns**. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

17. **Independent Contractor**. In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

18. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest**. The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Prohibition Against Contingent Fees**. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

22. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

23. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

24. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

25. **Attachments** . All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

26. **Amendments** . The parties may amend this Agreement only by mutual written agreement of the parties.

27. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

28. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

29. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

30. Entire Agreement. This Agreement and Attachment 1 constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

DEER RIDGE CONSULTING, INC

By: _____
Print: Roger Morrison
Title: President

ATTEST (By Corporate Officer)

By: _____
Print: Roger Morrison
Title: President

ATTACHMENT A: SCOPE OF SERVICES

Project Designation: ACSO Jail Roof/ HVAC Energy Conservation Phase II Project
Scope of Services:

1. Provide consulting services related to the design and inspection services for the re-roofing of the Alachua County Jail Building projects to monitor quality of roof application by contractor and to review the contractor's work for compliance with the intent of the contract.

   Inspection(s) will include:

   - Visual examination of the roof(s) and details
   - Taking of core, modified-core and slit samples to (1) visually inspect the quality of the SPF and the thicknesses of the SPF and coating; and (2) determine SPF density and compressive strength. (Must be performed as needed during the application process and corrective action must be reported to the Capital Projects Coordinator on site with follow-up written report.)
   - Photographic record of the roof at the time of the inspection.
   - Provide written report of findings, opinions and corrective actions (if needed) to the Facilities Manager/ Capital Project Coordinator within 48 hours of all inspections.

It is anticipated that 8 inspection trips will be necessary as follows:

- Attend pre-construction meeting with County and roofing contractor;
- 4-5 Job progress inspections to assure quality installation consistent with the intent of the contract; and
- 2 Final inspections.

Compensation: $1500.00 per inspection trip plus expenses

2. Remotely consult on and assist with the quality assurance for the re-roofing of the Alachua County Jail with spray polyurethane foam (SPF) and silicone coating roofing system. Included herein are responding to telephone, email, fax or other communications; evaluation of progress photos taken by County; and any other aid and assistance provided 15 hours logged remotely by Professional.

   Compensation: $ 125.00 per hour.

3 Expenses: County will reimburse Professional for the cost expenses as provide by Section 5.1 of this agreement

4. **Duties of the County.** The County shall provide escort services when required and shall notify the Jail when the Professional will be on-site.

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

#7439

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 17, 2010

MEMORANDUM

To: David Flagler, Animal Services
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants & Contracts Approved by the County Manager on November 4, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

BLISS, ERNEST L., D.V.M.
Agreement for Veterinarian Services for the Animal Shelter
Term: October 21, 2010 – September 30, 2011
Amount: $50,000.00 Not to Exceed **Account: 001-2500-562.34-99**

Please forward the document to the vendor and keep a copy for your file. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: F&A
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

M DESCRIPTION:	Agreement for veterinary services for Alachua County Animal Shelter

RTMENT:	RETURN TO	CONTACT:	David R. Flagler
PW/Animal Services	David R. Flagler	PHONE	264-3890

CUMENT(S) QUIRING TION:	Agreement between, Alachua County and Ernest L. Bliss, D.V.M. for veterinary services for Alachua County Animal Shelter	AMOUNT: $40/hr, NTE $50,000 annually

XECUTIVE SUMMARY: Agreement providing for veterinary services to examine, treat, ccinate and sterilize animals received at and adopted through the animal shelter when the unty's Veterinarian is on leave. This Agreement is for the provision of these services until the vices are no longer required.

ACKGROUND: Alachua County Animal Services receives approximately 7,500 companion imals each year at the animal shelter. Most of these animals are stray animals without owners that quire basic medical examination and treatment during the time that they are sheltered. It is the al of Animal Services to provide the necessary care of these animals and to attempt placement of animals into new homes.

SUES: Cost of services provide under this agreement will not exceed $50,000 per year.

ACTION

commendation: Approve and sign the Agreement with Dr. Bliss for veterinary services for the Alachua County Animal Shelter.

BUDGETARY IMPACT

commendation:	The funding for this position will be taken from the salary of the Veterinarian position for Animal Services.
nding Sources:	General Fund
sociated Costs	Medical supplies, pharmaceuticals, anesthetics are already budgeted.
count Code:	001-2500-562.34-99
TACHMENTS:	Agreement between Alachua County and Ernest L. Bliss, DVM.
GGESTED FERENCE ATERIAL:	

PARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RH			RE		11/4/10

AGREEMENT BETWEEN ALACHUA COUNTY
AND ERNEST L. BLISS, D.V.M. FOR
VETERINARY SERVICES FOR THE
ALACHUA COUNTY ANIMAL SHELTER

THIS AGREEMENT, made and entered into this 21st day of October A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Ernest L. Bliss, D.V.M., hereinafter referred to as "Veterinarian";

WITNESSETH:

WHEREAS, the County is desirous of receiving the services of a licensed veterinarian to provide relief veterinary services for animals at the Alachua County Animal Shelter; and,

WHEREAS, the Veterinarian is licensed to practice veterinary medicine in the State of Florida and is desirous of assisting the County in such matters;

NOW, THEREFORE, in consideration of the mutual benefits to flow to each other and the covenants and agreements hereinafter contained, the parties hereto agree as follows;

Section 1. Scope of Services. The County agrees to engage the Veterinarian, and the Veterinarian hereby agrees to perform in a good and professional manner, all duties and services assigned by the County. The services

may be amended, extended, or modified in accordance with Section 9 of this agreement. Unless subsequently modified, the Veterinarian will perform the following services:

a. Perform surgical procedure in accordance with Section 823.15, Florida Statutes, to sterilize each male cat, female cat, male dog, female dog.In addition, neutering procedure will include the requirement to sterilize puppies and kittens as young as six (6) weeks of age.

b. Decapitation of rabies suspect animals.

c. Diagnosis or treatment of sick or injured animals received at the facility.

d. Follow-up treatment on animals with complications relating to surgery.

e. Perform health evaluation and other routine veterinarian services on animals received at the facility.

f. Testify or provide litigation assistance to the County,

g. Perform any other duties and services as required by the County, by law, or regulation for the continued provision of veterinary care for animals at the facility.

In connection with the services performed by the Veterinarian, the County agrees to provide the following:

(1) Shared office space for the Veterinarian at the County Animal Services facility.

(2) Drugs, equipment, and necessary supplies.

(3) Processing of the necessary paper work on each animal treated at the facility.

(4) Support personnel to assist with surgical, diagnostic, and treatment procedures.

Section 2. Term. This agreement shall begin on ~~April 1,~~ October 21st 2010 and continue through and including September 30, ~~2010.~~ 2011

Section 3. Compensation. For all services actually, timely and faithfully performed, the Veterinarian will be paid as follows:

Randall Reid (init)

County Attorney

a. The Veterinarian shall be compensated at a daily rate not to exceed $40.00 per hour and shall be invoiced in increments of quarter hours (0.25, 0.50, 0.75, and 1.0).

b. Total annual compensation paid to Veterinarian under this Agreement shall not exceed $50,000.

c. As a condition precedent for any payment, the Veterinarian shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Veterinarian's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the time expended. The Veterinarian's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Veterinarian, which signature shall constitute the Veterinarian's representation to the County that the services

indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement, that all obligations of the Veterinarian covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Veterinarian that payment of any portion thereof should be withheld. Submission of the Veterinarian's invoice for final payment shall further constitute the Veterinarian's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Veterinarian to others, including its consultants, incurred in connection with the services, will be paid in full. The performed, the Veterinarian will be paid as follows:

Veterinarian shall submit invoices to the County at the following address:

Alachua County Animal Services
Accounts Payable
3400 NE 53rd Avenue
Gainesville, Florida 32609

c. The County shall make payment to the Veterinarian, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Ernest L. Bliss, DVM
2938 NW 161 ct
Gainesville, FL 32609

d. The Veterinarian shall not be reimbursed for out of pocket expenses.

Section 4. Independent Contractor. In the performance of this agreement, the Veterinarian will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture or associate of the County. The Veterinarian shall be solely responsible for the means, method, techniques, sequences, and procedure utilized by the Veterinarian in the full performance of this. Veterinarian, nor anyone employed by Veterinarian shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

Section 5. Insurance.

a. The Veterinarian shall provide and maintain, at her own expense during the term of this agreement, a policy or policies of professional liability insurance. Coverage must be afforded, under an "occurrence" form policy or "claims made" form in limits not less than $500,000.00. It is required that Professional Liability Insurance coverage be provided for all acts and omissions that occur during the term of this agreement and shall insure the Veterinarian against any and all claims which may arise out of or in connection with the performance of any services pursuant to this agreement. If this coverage is written on a claims made form, proof of extended reporting period coverage is required. Said professional liability insurance shall be in full force and effect for the entire duration of this agreement, including any extensions or renewals thereof.

b. The Veterinarian shall provide the County with a certificate of insurance or photocopy of the active insurance policy, with a thirty (30) day notice of cancellation, within ten (10) days after this agreement is executed.

c. If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished thirty (30) days prior to the date of expiration.

Section 6. Indemnification. The Veterinarian will indemnify and hold the County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees and other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement or the performance hereof. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of the Veterinarian, sub-veterinarians or agents, the Veterinarian will defend such allegations through counsel chosen by the County. Furthermore, the Veterinarian will pay all costs, fees and expenses of any defense including but not limited to, all attorney's fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this agreement.

Section 7. Termination:

a. Termination for Cause. If the Veterinarian fails to fulfill her obligations under this agreement in a timely and satisfactory manner, or if the

Veterinarian breaches any of the provisions, covenants, or stipulations under this agreement, then the County shall have the right to terminate this agreement by giving the Veterinarian written notice of termination at least fifteen (15) days before the effective date of termination. The written notice shall state the cause(s) and specify the time allotted for correction of the cause(s). In the event the Veterinarian fails or is unable to correct the cause(s) within the time frame, the County shall be liable to pay the Veterinarian for any services satisfactorily rendered prior to the effective date of the termination under this paragraph. Waiver or breach of any provision of this agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this agreement.

b. Termination without Cause. The County or the Veterinarian may terminate this agreement at any time by giving written notice to the other specifying the termination date, which shall be not less than sixty (60) days from the date said notice is received. If this agreement is terminated by either party under the terms of this paragraph, the Veterinarian shall be paid an amount to adequately compensate her for that portion of the work and services satisfactorily performed prior to the termination date. The amount to be paid under this paragraph shall be determined by the County after consultation with the Veterinarian.

c. Termination Due to Lack of Funds. In the event funds to finance this agreement become unavailable, the County may terminate this agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Veterinarian. Said notice of termination shall be delivered by certified mail,

return receipt requested, or in person with signed proof of delivery. The County shall be the sole and final authority as to the availability of funds.

Section 8. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and the Veterinarian's representative are:

County: David R. Flagler, Director
Alachua County Animal Services
3400 NE 53rd Avenue
Gainesville, Florida 32609

Veterinarian: Ernest L. Bliss, DVM
2938 NW 16th Ct
Gainesville, FL 32609

A copy of any notice hereunder shall also be sent to:

J.K. "Buddy" Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Section 9. Coordination. The services to be provided under this agreement shall be coordinated between the Veterinarian and David R. Flagler, Director, Alachua County Animal Services or his designee. The County's coordinator and the Veterinarian fully agree to maintain a close working relationship with each other in order to facilitate the productive and efficient operation of this agreement.

Section 10. Assignment of Interest. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 11. Laws and Regulations. The Veterinarian will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Veterinarian is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Veterinarian is not familiar with state and local laws, ordinances, code rules and regulations, the Veterinarian remains liable for any violation and all subsequent damages or fines.

Section 12. Successors and Assigns. The County and Veterinarian each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

Section 13. Collusion. By signing this agreement, the Veterinarian, declares that this agreement is made without any previous understanding, agreement, or connections with any persons, veterinarians or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 14. Conflict of Interest. The Veterinarian warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Veterinarian shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 15. Governing Law and Venue. This agreement shall be governed in accordance with the laws of the State of Florida. Venue is in Alachua County, Florida.

Section 16. Severability. If any provision of this agreement is declared voice by a court of law, all other provisions will remain in full force and effect.

Section 17. Project Records. The Veterinarian will retain all records relating to this agreement for three (3) years after the completion of all work is performed. The Veterinarian will make available to the County any and all records relating to this agreement for copying and inspection upon written request of the County. Furthermore, the Veterinarian will make any records relating to this agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records.

Section 18. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Non Waiver. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

Section 20. Attachments. All Exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

Section 21. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

Section 22. Construction. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have

been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 23. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed, on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid
County Manager

ATTEST:

_____
Witness

APPROVED AS TO FORM:

_____
County Attorney's Office

VETERINARIAN

By: _____ DVM
Ernest L. Bliss, DVM

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, who is personally known to me or who has produced _____ as identification.

_____NOTARY PUBLIC

My commission expires:
Commission No.

AC# 4938744

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF VETERINARY MEDICINE

SEQ# L10041400746

DATE	BATCH NUMBER	LICENSE NBR
04/14/2010	098155228	VM2699

The VETERINARIAN
Named below IS LICENSED
Under the provisions of Chapter 474 FS.
Expiration date: MAY 31, 2012

BLISS, ERNEST L
2938 NW 161 CT
GAINESVILLE FL 326094070

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM
INTERIM SECRETARY

M A

. I T

Veterinary Professional Liability Insurance Policy Certificate of Insurance

This policy provides occurrence coverage. Please review the policy carefully.

ZURICH

ITEM 1: Insured by the stock company below and hereinafter called the Company Zurich American Insurance Company

U-VPL-103-A-CW (07/07)

ate Holder, member number, IRC, and address

st L. Bliss, DVM
North West 161st Court
sville, FL 32609

Member No.	IRC	Class
39138	14	II

Master Policy Number: EOL 5241302-05

Certificate Number: 063503

FOR INFORMATION OR TO FILE A CLAIM PLEASE CALL (800) 228-7548

ITEM 3: Policy Period From: 1/01/2010 To: 1/01/2011
12:01 am Standard time at the address of the Named Certificate Holder as stated herein

ITEM 4: Limits of Liability

Each claim	$ 300,000
Aggregate	$ 900,000

overage summary

$	782.00
$	23.45
$	805.45

ITEM 6: Forms Attached at Issuance: U-VPL-103-A CW (07/07), U-VPL-100-A CW (07/04), U-VPL-112-A FL (09/04), U-GU-319-E (05/96), U-GU-751-C FL (09/09), U-GU-765-B FL (07/09), U-GU-395-D (07/09), U-GU-616-A CW (10/02), U-GU-726-A FL (07/06)

ITEM 7: Schedule of Plan Numbers and location(s) for Veterinary Professional Bailee Extension Endorsement (if purchased):
For additional locations, please see the attached page

Location Number/Address	Plan Number

se Defense Coverage endorsement (if

horized Signature

This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (A.V.M.A) Professional Liability Insurance Trust. By acceptance of this policy the **Named Certificate Holder** agrees that the statements in the certificate and the application and any attachments hereto are the **Named Certificate Holder's** agreements and representations and that this policy embodies all agreements existing between the **Named Certificate holder** & the **Company** or any of its representatives relating to this insurance.

Notice to the Company: Zurich North American-Specialties Claims

#7002

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 17, 2010

MEMORANDUM

To: Rick Wolf
Codes Enforcement

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 4, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

ZINN, TERRY L., P.A.
First Amendment to the Professional Legal Agreement for Code Enforcement Board
Terms: October 1, 2010 – September 30, 2011
(Option to renew for additional one-year periods)
Amount: Rate Based Account: 410-6510-524.31-41

Please forward the document to the vendor and keep a copy for your file. Attached is your encumbrance number. Thank you for your assistance.

Enclosure

Cc: F&A
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

E[illegible]SCRIPTION:	Approval of 1st Amendment to Agreement designating Terry L. Zinn, P.A., as legal counsel for the Code Enforcement Board

DEPARTMENT:	RETURN TO	CONTACT:
Growth Mgt.	Rick Wolf	PHONE (352) 374-5248

OCUMENT(S) EQUIRING CTION:	1st Amendment to the Agreement designating Terry L. Zinn, P.A., as legal counsel for the Code Enforcement Board	AMOUNT: $5,500

XECUTIVE SUMMARY: The County Attorney's Office and Department of Codes Enforcement hired Terry L. nn, P.A, as legal counsel for the Code Enforcement Board via an agreement dated February 10, 2009, with the option to new for additional one-year periods. This is the first amendment to that agreement to renew the agreement for FY11.

ACKGROUND: The Alachua County Code Enforcement Board (CEB) exists to hear violations of the Alachua County ode of Ordinances. The CEB hears a wide variety of cases, including accumulation of junk; unserviceable vehicles; standard ousing code violations; improvement of property without a permit; and environmental violations. Section 162.05(5), Florida atutes, states that the local governing body attorney shall be counsel for the CEB or the County staff presenting cases to the EB, but shall not serve in both capacities. Historically, the County Attorney's Office has advised County staff and outside ounsel has advised the CEB. The County Attorney's Office and Code Enforcement Department recommend approving the rst amendment to the agreement continuing Terry L. Zinn, P.A., as legal counsel for the CEB. Mr. Zinn has extensive perience representing government and state agencies. Mr. Zinn has agreed to an hourly rate of $125. Mr. Zinn's primary sponsibility would be to advise the CEB at their monthly meetings.

SSUES: Whether to approve the First Amendment to the Agreement designating Terry L. Zinn, P.A., as legal counsel for e Code Enforcement Board.

ACTION

ecommendation: Approve the First Amendment to the Agreement designating Terry L. Zinn, P.A., as legal counsel for the Code Enforcement Board

BUDGETARY IMPACT

ecommendation:	Funds budgeted under the Department of Growth Management
unding Sources:	Enterprise Fund 410
ssociated Costs	N/A
ccount Code:	410-6510-524-31-41

TTACHMENTS: First Amendment to Agreement and Agreement for Professional Legal Services

UGGESTED EFERENCE IATERIAL:

EPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
10/15/10 10-15-10	0				11/4/10

FIRST AMENDMENT TO THE AGREEMENT BETWEEN ALACHUA COUNTY AND TERRY L. ZINN, P.A., FOR PROFESSIONAL LEGAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT, made and entered into this 4th day of November, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and Terry L. Zinn, P.A., whose address is 27715 NW 107th Street, Alachua, FL 32615, hereinafter referred to as the "Attorney;"

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated February 10, 2009, for the provision of professional legal services, and;

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement dated February 10, 2009, as follows in consideration of the mutual covenants and agreements set forth herein, and the parties agree as follows:

A. Section 1 Term of the agreement is amended in its entirety to read as follows:

> Section 1. Term. This agreement shall commence on the 1st day of October, A.D., 2010, and end on the 30th day of September, A.D. 2011, unless terminated earlier, as provided for herein. The County shall have the option to renew this agreement for additional one-year periods.

B. This amendment shall take effect upon the expiration of the agreement currently in effect at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated February 10, 2009, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Professional Legal Services first amendment to the agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM:

By: _____
Alachua County Attorney

TERRY L. ZINN, P.A.

_____
Terry L. Zinn, P.A.

WITNESS TO TERRY L. ZINN:

_____
Signature

RALPH P. MAXON
Print Name

#6561

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

November 29, 2010

MEMORANDUM

To: Charlie Jackson, Facilities Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on November 23, 2010 & Received in Contracts November 29, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your file.

EMERSON NETWORK POWER, LIEBERT SERVICES, INC.
First Amendment to the Maintenance Agreement for the Uninterrupted Power Source at the Consolidated Communications Center & the County Administration Building
Term: October 1, 2010- September 30, 2011
Amount: $16,982.40 **Account: 001-1812-519.46-30**

Please forward the document to the vendor and keep a copy for your files. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

EM DESCRIPTION:	Service Contract between Alachua County and Emerson Network Power, Liebert Services Inc. for the Annual Maintenance Service of Uninterruptable Power System		
DEPARTMENT: Admin. Services Facilities Management	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson	
		PHONE 374.5289	
OCUMENT(S) EQUIRING CTION:	Service Contract with Emerson Network Power, Liebert Services, Inc. for Uninterruptible Power Systems located at the Administration Bldg and CCC	**AMOUNT:** $16,982.40 annually	

XECUTIVE SUMMARY: Facilities Management requests the term of the contract be renewed for the period ommencing October 1, 2010 through September 30, 2011.

ACKGROUND: On September 21, 2001, the County Manager approved the contract with Liebert Global ervices (dba Emerson Network Power, Liebert Services Inc.) to maintain back-up for the Uninterruptible Power ystems located at the Wilson Building and Combined Communication Center. The County Administration Building as been added this year.

SSUES: Denial of this request would prevent the County from providing UPS repair and maintenance and ninterrupted services at the CCC and Administration Building.

ecommendation:	Approve and execute the contract with Emerson Network Power, Liebert Services, Inc. for Annual Maintenance Service of Uninterruptible Power System

ecommendation:	Approve and execute the contract with Emerson Network Power, Liebert Services, Inc. for Annual Maintenance Service of Uninterruptible Power System
unding Sources:	Administrative Services//Facilities Management General Budget
ssociated Costs	N/A
ccount Code:	001-1812-519.46-30
TTACHMENTS:	Original Contract (2)
UGGESTED EFERENCE IATERIAL:	Service Contract with Emerson Network Power, Liebert Services Inc.

FIRST AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND EMERSON NETWORK POWER, LIEBERT SERVICES INC. FOR ANNUAL MAINTENANCE SERVICE OF UNINTERRUPTABLE POWER SYSTEM

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 23rd day of November A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Emerson Network Power, Liebert Services, Inc., hereinafter referred to as "Contractor":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated January 1, 2007, for the provision of Annual Maintenance Services of the Uninterrupted Power Source; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the agreement signed on January 1, 2007, as follows:

A. New Section #1 titled is added as follows:
Term, is amended in its entirety to read:
This amendment is effective for 1 (one) year beginning October 1, 2010 and continuing through September 30, 2011.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. Duties of Contractor, is amended as follows:
Attachment A is amended to include Exhibit1.

C. This first amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated January 1, 2007, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Randall H. Reid, County Manager

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

EMERSON NETWORK POWER,
LIEBERT SERVICES, INC.

Jennifer Cowie
Name
Contracts Administrator
Title
Jennifer Cowie
Print Name

Attest by Corporate Officer

_____
Name
Vice President of Sales
Title
Lauri Turevon
Print Name

ATTACHMENT A

EMERSON.
Network Power

UNINTERRUPTIBLE POWER SYSTEMS
NX MODELS WITH INTERNAL BATTERIES
SCOPE OF WORK

ESSENTIAL SERVICE (2)

- Guaranteed 4-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service Center.
- Includes 100% parts (excluding air filters and proactive full bank capacitor replacement) coverage.
- Includes parts, labor and battery jars as required - up to 10% of the battery string per year (not accumulated over contract term).
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Includes one Annual Preventive Maintenance Service and one Semi-Annual Preventative Maintenance Service visit on the UPS and internal battery cabinet scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Semi-Annual Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components. Check air filters for cleanliness.
3. Check module(s) completely for the following (if applicable):
4. Rectifier and inverter snubber boards for discoloration.
5. Power capacitors for swelling or leaking oil.
6. DC capacitor vent caps that have extruded more than 1/8".
7. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
8. Measure and record harmonic trap filter currents.

Annual Service Includes the Above, Plus

9. Check the inverter and rectifier snubbers for burned or broken wires.
10. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
11. Check fuses on the DC capacitor deck for continuity (if applicable).
12. With customer approval, perform operational test of the system including unit transfer and battery discharge.
13. Calibrate and record all electronics to system specifications.
14. Install or perform Engineering Field Change Notices (FCN) as necessary.
15. Measure and record all low-voltage power supply levels.
16. Measure and record phase-to-phase input voltage and currents.
17. Review system performance with customer to address any questions and to schedule any repairs

NOTE 1: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.
NOTE 2: Customer should check air filters monthly for cleanliness and replace as necessary.
NOTE 3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

Copyright Emerson Network Power Liebert Services

EMERSON.
Network Power

Battery Full Preventive Maintenance Service

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple current.
4. Measure and record overall AC ripple voltage.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

Annual Service Includes the Above, Plus

14. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

Corrective Maintenance Performed as Required

Refurbish cell connections as deemed necessary by the detailed inspection report.

NOTE 4: All battery checks are recorded through the LDI reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through LDI.

Copyright Emerson Network Power Liebert Services

EMERSON.
Network Power

UNINTERRUPTIBLE POWER SYSTEMS
ALL 3-PHASE MODELS
SCOPE OF WORK

ESSENTIAL SERVICE (2)

- Guaranteed 4-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service Center.
- Includes 100% parts (excluding batteries and air filters and proactive full bank capacitor replacement) coverage.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Includes one Semi-Annual and one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Semi-Annual Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components. Check air filters for cleanliness.
3. Check module(s) completely for the following (if applicable):
4. Rectifier and inverter snubber boards for discoloration.
5. Power capacitors for swelling or leaking oil.
6. DC capacitor vent caps that have extruded more than 1/8".
7. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
8. Measure and record harmonic trap filter currents.

Annual Service Includes the Above, Plus

9. Check the inverter and rectifier snubbers for burned or broken wires.
10. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
11. Check fuses on the DC capacitor deck for continuity (if applicable).
12. With customer approval, perform operational test of the system including unit transfer and battery discharge.
13. Calibrate and record all electronics to system specifications.
14. Install or perform Engineering Field Change Notices (FCN) as necessary.
15. Measure and record all low-voltage power supply levels.
16. Measure and record phase-to-phase input voltage and currents.
17. Review system performance with customer to address any questions and to schedule any repairs.

NOTE 1: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.
NOTE 2: Customer should check air filters monthly for cleanliness and replace as necessary.
NOTE 3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

Battery Inspection Service - Performed During the UPS Semi-Annual and Annual PM Services

1. Check integrity of battery cabinet (if applicable).
2. Visual inspection of the battery cabinet and/or room to include:
   - Check for NO-OX grease or oil on all connections (if applicable).
   - Check battery jars for proper liquid level (if flooded cells).
   - Check for corrosion on all the terminals and cables.
   - Examine the physical cleanliness of the battery room and jars.
3. Measure and record DC bus ripple voltage (if applicable).
4. Measure and record total battery float voltage.

NOTE: The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

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Alachua County
Department of Administrative Services
FACILITIES MANAGEMENT

Charlie R. Jackson – Facilities Manager
105 S.E. 1st Avenue, Suite 2B
Gainesville, Florida 32601
Telephone: (352) 374-5229 • Fax: (352) 374-5279
Home Page: www.alachuacounty.us

October 25, 2010

Memorandum

TO: Betty Baker
Director of Administrative Services

FROM: Charlie R. Jackson
Facilities Manager

SUBJECT: Absence from the Office

I will be out of the office today Monday, October 25 through Wednesday, October 27, 2010. Allan Waters will act on my behalf with full signature authority. All Energy Management transactions will be handled by Charley Balanis. All budgetary transactions exceeding $2,000 shall require the Department Director's approval.

If you need immediate assistance, please contact office staff at 352-374-5289. In case of an emergency, I can be reached at (352) 494-5005.

ecopy: Randall Reid
County Manager

Betty Baker
Administrative Services Director

Allan Waters
Capital Project Coordinator

Charley Balanis
Energy Management Supervisor

Division Heads

Facilities Staff

SERVICES TERMS AND CONDITIONS

Emerson Network Power Liebert Services, Inc. (f/k/a Liebert Global Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and [illegible]ents incorporated by specific reference herein or therein, constitute the complete and exclusive statement [illegible]ns of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any dis[illegible]ncies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES**: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES**: Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT**: Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts.

4. **SHIPMENT AND DELIVERY**: While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY**: Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 7 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RES[illegible]T TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EX[illegible] OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LI[illegible]N, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PUR[illegible]E OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY**: **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 7) SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.**

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO NCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall nclude, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **PATENTS AND COPYRIGHTS**: Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Services sold, except as are performed specifically for Buyer according to Buyer's specifications, do not infringe any valid United States patent or copyright in existence as of the date of performance. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Seller and permits Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Services. In the event (i) such Services are held to infringe such United States patent or copyright in such suit, and the use of such Services is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Services or modify same to become non-infringing. In the event of the foregoing, Seller may also, at its option, cancel this Agreement as to future performance of such Services, without liability.

8. **[illegible]E OF PERFORMANCE**: Seller shall not be liable for delays in performance or for non-performance due to [illegible]od; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; gov[illegible]tal requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing.
If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION**: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES**: Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL**: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

12. **ASSIGNMENT**: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION**: Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES**: Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; or (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein.

15. **DRAWINGS**: Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT**: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

~~17. NON SOLICITATION: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.~~

18. **GENERAL PROVISIONS**: These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

19. **ADDITIONAL SERVICE CONDITIONS**: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed Parts become the property of Seller. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

EXHIBIT 1

EMERSON.
Network Power

Jun 3, 2010

ALACHUA COUNTY
2621 SOUTHEAST HAWTHORNE
GAINESVILLE, FL 32641

Quote No. Q01463565

ATTN: KARIN SMITH

We are pleased to submit the following proposal for service of your Liebert equipment for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the service(s) included in this quote.

Essential Service

- Guaranteed 4-hour response 24 hours/day, 7 days/week
- Emergency service labor and travel coverage
- Parts coverage
- Preventive Maintenance visits scheduled Monday-Friday, 8 am – 5 pm

Site ID: 114206 ALACHUA COUNTY, 2621 SOUTHEAST HAWTHORNE, GAINESVILLE, FL 32641

Tag #	Description	Part #	Annual PM Qty.	Coverage Type	Coverage Amount
1441274	NX 20-30 INTBAT	38SA030C0CHR	2	Essential (10/01/10 to09/30/11)	$ 4,175.00

Site ID: 118087 ALACHUA COUNTY, 12 SOUTH MAIN STREET, GAINESVILLE, FL 32641

Tag #	Description	Part #	Annual PM Qty.	Coverage Type	Coverage Amount
1464046	NX 20-30 INTBAT	38SA020C0CFR	2	Essential (10/01/10 to 09/30/11)	$ 4,175.00

Total Price NOT including tax: **$ 8,350.00**

(any tax required must be included in customer purchase order amount)

Unless otherwise noted this Agreement shall commence on the date acknowledged by both parties signature below and shall be effective for one year.

Emerson Network Power, Liebert Services Inc. will invoice in the following manner: Annually Upfront

Payment Terms: **Net 30 Days**

Signature of this agreement authorizes Liebert Services to invoice for services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the customer authorizes and guarantees Liebert Services the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

David Levy Date

Accepted By:

X
Customer Signature Required Date

RANDALL H. REID, COUNTY MANAGER
Printed Name Title

Purchase Order must be assigned to:
Emerson Network Power, Liebert Services Inc.
610 Executive Campus Dr
Westerville OH 43082
FID# 43-1798453

Payment remittance address:
Emerson Network Power, Liebert Services Inc.
PO Box 70474
Chicago, IL 60673

PO should be mailed to:
Conditioned Air & Power, Inc.
11243-7 St. Johns Industrial Pkwy. S.
Jacksonville, FL 32246
Attn: David Levy

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Please provide the following information:

Purchase Order Number: _____ * Phone: _____

Billing Contact Person: _____ Fax #: _____

Person Authorizing Payment: _____ Phone: _____

Billing Company Name: _____ Federal Tax ID # _____

Billing Address: _____ Taxable? Yes No

Billing City, ST Zip: _____ If non-taxable, please fax copy of tax exempt certificate

IT Contact Person: _____ ** Phone: _____

* If a Purchase Order Number is provided, a hard copy must be included.
** IT Contact person required for Network Remote Monitoring contracts.

* * COVERAGE DETAILS * *

Parts required to bring equipment back to manufacturers specifications are the responsibility of the customer and billable at the time of the first preventive maintenance visit or service call. All pricing is valid only for service coverage stated and is subject to change if this quote is modified in any way. This quote is valid for 30 days from the date of this quote unless otherwise noted. It is understood that if acceptance of this proposal is acknowledged on the buyer's purchase order, such acceptance will be subject to the terms and conditions of this proposal with the same force and effect as though they were included on the buyer's purchase order.

#6927

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 9, 2010

M E M O R A N D U M

To: Diane Smith
Environmental Protection

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 5, 2010 & Received in Contracts October 8, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

EQ FLORIDA, INC.
Second Amendment to the Agreement for Hazardous Waste Collection Services
Term: October 1, 2010- September 30, 2011
Amount: $31,529.00 estimated cost Account: 401-5541-537.31-93

Please forward the original document to the vendor and keep a copy for your files. Also enclosed is the encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
Vernon Williams (PW)
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Agreement Between Alachua County and EQ – The Environmental Quality Company for Hazardous Waste Collection Services**

DEPARTMENT:	RETURN TO:	CONTACT:
Environmental Protection	Diane Smith	Diane M. Smith Phone: 264-6808

DOCUMENT(S) REQUIRING ACTION:	Agreement Between Alachua County and EQ-The Environmental Quality Company For Hazardous Waste Collection Services	**AMOUNT:** $31,529

EXECUTIVE SUMMARY: This item requests approval of an Agreement with EQ-The Environmental Quality Company in order for the County to renew its contract for Hazardous Waste Collection Services.

BACKGROUND: The Alachua County Environmental Protection Department desires to renew its contract with EQ-The Environmental Quality Company for household hazardous waste (HHW) transport and disposal services. Funding for the household hazardous waste program is provided by the Solid Waste Assessment Fee.

The proposed agreement with EQ-The Environmental Quality Company would increase the current level of services for a one (1) year period from October 1, 2010 through September 30, 2011. This is a unit price agreement and the total cost to the County will vary with the amount and type of HHW collected and disposed and any additional services requested from EQ-The Environmental Quality Company by the County. The estimated cost of this agreement in FY 2011 is $31,529.

ISSUES: Approval of this agreement will allow HHW disposal operations to continue at the Alachua County Household Hazardous Waste Collection Center.

ACTION

Recommendation:	Approve Agreement with EQ-The Environmental Quality Company for services to transport and dispose of Household Hazardous Waste for the period of October 1, 2010 to September 30, 2011.

BUDGETARY IMPACT

Recommendation:	Approve Agreement; $31,529 was requested in the FY11 budget.
Funding Sources:	Waste Management Assessment – Hazardous Waste Collection
Associated Costs	None
Account Code:	401-5541-537.31-93

Attachments:	Agreement Between Alachua County and EQ-The Environmental Quality Company for Hazardous Waste Collection Services (2 originals)
Suggested Reference Material:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
CB				RHR	10/5/10

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND EQ – THE ENVIRONMENTAL QUALITY COMPANY FOR HAZARDOUS WASTE COLLECTION SERVICES

This Agreement is entered into this 5th day of October, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners hereinafter referred to as "County" and EQ – The Environmental Quality Company, doing business at 7202 E. 8th Avenue, Tampa, FL 33619, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated November 12, 2008 for the provision to provide services to transport and dispose of Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generators (CESQG) Waste; and

WHEREAS, the agreement was amended by the First Amendment dated September 28, 2009; and,

WHEREAS, the parties wish to amend the agreement

NOW THEREFORE, the parties hereby agree to amend the November 12, 2008 Agreement as follows:

A. Section 1, ***Term*** is amended in its entirety to read:

1. **Term.** This Agreement is effective for one (1) year beginning October 1, 2010 and continuing through September 30, 2011 unless earlier terminated as provided herein.

B. This Amendment shall take effect upon the expiration of the agreement to amendment currently in effect under the same terms and specifications

SAVE and EXCEPT as expressly amended herein, all other terms and provision of the original agreement between the parties shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: Tom Schuck
Print: Tom Schuck
Title: EVP

EQ – The Environmental Quality Company

By: Tom Schuck 9/15/2010
Print: TOM SCHUCK
Title: EVP

#7413

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 11, 2010

M E M O R A N D U M

To: Charlie Jackson, Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010 & Received in Contracts October 8, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

L3 COMMUNICATIONS SECURITY & DETECTION SYSTEMS, INC.
Agreement for Annual Equipment Maintenance for X-ray Systems at the Criminal Justice Center
Term: October 1, 2010 - September 30, 2011
Amount: $ 15,400.00 Account: 001-1812-712.46-30

Please forward the document to the vendor and keep a copy for your files. Also attached is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

ITEM DESCRIPTION:	Agreement between Alachua County and L-3 Communications Security & Detection Systems, Inc. for Equipment Maintenance of x-Ray System in the Criminal Courthouse		
DEPARTMENT: Administrative Services	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson	
		PHONE 374.5229	
DOCUMENT(S) REQUIRING ACTION:	Agreement with L-3 Communications Security & Detection Systems, Inc. for Equipment Maintenance of x-Ray System in the Criminal Courthouse	**AMOUNT:** $15,400.00 annually	

EXECUTIVE SUMMARY: The County previously entered into an agreement with L-3 Communications dated October 1, 2009 and ending September 30, 2010. This is to request that the County approves L-3 Communication's fiscal year 2011 agreement, which would be effective October 1, 2010 and end on September 30, 2011.

BACKGROUND: Alachua County currently has three X-ray Security Detection Systems, located at the Criminal Courthouse. These systems require preventative maintenance and repairs in order to maintain maximum operational performance. Based on the information obtained, L-3 Communications is the sole source provider of spare parts for the X-ray systems. L-3 Communications maintenance options include all necessary preventative and remedial maintenance repair parts; Regular (Monday – Friday, 8:00 am – 5:00 pm) labor hours for remedial maintenance; Regular (Monday – Saturday) travel time to and from the equipment site; All travel, subsistence, and miscellaneous expenses; Annual preventative maintenance; Annual radiation safety survey and preparation of FAA form 1650-17; and surface and air freight expenses. A 20% discount will be applied to overtime (Monday-Friday, and Saturday) and Premium (Sunday and Holidays) for remedial maintenance labor hours.

ISSUES: Denial of this request would hinder the County's ability to maintain regulatory requirements as related to the various x-ray machines.

Recommendation:	Approve and execute the Agreement between Alachua County and L-3 Communications Security & Detection Systems Inc. for the Equipment Maintenance of x-Ray Systems @ Criminal Courthouse

Recommendation:	Approve and execute Agreement between Alachua County and L-3 Communications Security & Detection Systems Inc. for the Equipment Maintenance of x-Ray System in the Criminal Courthouse
Funding Sources:	Admin Services/Facilities Management General Budget
Associated Costs	None
Account Code:	001-1812-712.46-30

ATTACHMENTS:	Agreement between Alachua County and L-3 Communications
SUGGESTED REFERENCE MATERIAL:	L-3 Schedule Annual Equipment Maintenance Agreement; Annual Equipment Hardware Maintenance Agreement Terms and Conditions and Statement of Work

L3 communications
Security & Detection Systems Inc.

BILLING AND DELIVERY ADDRESSES:
Ms. Karin Smith
Alachua County Facilities Management
105 SE 1st Avenue
Suite 2B
Gainesville, FL 32601
352-374-5229 x2335
KSmith@alachuacounty.us

PROPOSAL NO: S-10-01-2010
DATE OF PROPOSAL: 07/28/2010
DATE OF REVISION: 09/02/2010
PROPOSAL VALID FOR: 30 DAYS
ATTACHMENTS: 8100-11901-00 and 8100-11902-00
TAX ID NO.: 04-3054475
DUNS NO.: 112753194
CAGE CODE: 1VGC6

SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL

SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:

- **All necessary repair parts and freight related expenses**
- **Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance**
- **Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site**
- **Regular (Monday-Friday, 8:00am-5:00pm) subsistence expenses**
- **One annual preventative maintenance inspection per x-ray system ***
- **One annual radiation safety survey and preparation of performance report per x-ray system ***
- **Additional services are available upon request at time and materials rates**

*** Note: Metal Detectors do not receive preventative maintenance or radiation survey services.**

COVERAGE PERIOD: October 1, 2010 through September 30, 2011

PAYMENT TERMS: Quarterly billing, payment net 30 days. Payment for all sums properly invoiced shall be made in Accordance with the provisions of Chapter 218. Part VII Florida Statutes "Local Government Prompt Payment Act", and the Alachua County prompt Payment Procedure. (Available at http://www.co.alachua.fl.us)

ACCEPTED FORMS OF PAYMENT: Business check, Wire Transfer, Credit Card

CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK: The terms and conditions and statement of work governing this contract are detailed on attached documents 8100-11901-00 and 8100-11902-00 herein. These seller terms and conditions shall take precedence over any and all others incorporated by the Buyer.

EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT:

Item	Description	Serial Number	Unit Price	Shipping Location
1	PX-M	2216	$4,900.00	Criminal Justice Center. 220 S. Main Street, Gainesville, FL 32602
2	PX-M	2217	$4,900.00	Criminal Justice Center. 220 S. Main Street, Gainesville, FL 32602
3	Linescan110E, LS3	52691	$5,600.00	Criminal Justice Center. 220 S. Main Street, Gainesville, FL 32602

TOTAL ANNUAL PRICE: $15,400.00 plus tax if applicable - See page no. three (3), clause no. ten (10) for details.

Please reference proposal no. S-10-01-2010, unit serial number(s) and period of performance on your purchase order.

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agreed to enter into a maintenance contract with L-3 Communications Security and Detection Systems, Inc. This document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

Contact Joseph Ziniti concerning order placement at your convenience via Phone: 781-939-3821 -or- e-mail Joseph.Ziniti@L-3com.com

BUYER PURCHASE ORDER NUMBER: _____ **CONTRACT ID:** _____

AUTHORIZED SIGNATURE REQUIRED:

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Name: _____

Title: RANDALL H. REID, COUNTY MANAGER

Signature: _____

Date: 10-7-2010

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

L-3 COMMUNICATIONS SECURITY AND DETECTION SYSTEMS, INC:

Name: Joseph Ziniti

Title: Contracts Administrator

Signature: _____

Date: Revised – September 2, 2010

L3 communications
Security & Detection Systems Inc.

ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT TERMS AND CONDITIONS
Document No. 8100-11901-00

1. **Cross Indemnification:** L-3 Communications Security and Detection Systems Inc., hereinafter referred to as Seller, shall indemnify, defend and hold Buyer harmless from and against any losses, damages, expenses, liabilities, and costs arising out of the negligence of Seller, its employees, or agents in performing services under this Agreement. **THE REMAINDER OF THIS CLAUSE IS REMOVED BY MUTUAL AGREEMENT:** ~~**Buyer shall indemnify, defend and hold Seller harmless from and against any losses, damages, expenses, liabilities, and costs arising out of the negligence of Buyer, its employees, or agents with respect to the use or operation of the System.**~~

2. **Cancellation during the contract period: If Buyer cancels this Agreement pursuant to Section 12 or if other equipment supplied by Seller replaces the equipment under contract, Buyer may cancel this contract without charge by giving written notice to Seller. Regardless of other provisions of this contract, Buyer by written notice to the Seller; may terminate the agreement in whole or in part when the Buyer determines in its sole discretion that it is in the County's interest to do so. The Seller shall not furnish any goods or perform any services after it receives the notice of termination. The Seller shall not be entitled to recover any cancellation charges or lost profits. The Buyer's Administrative Services Director is authorized to provide written notice of termination on behalf of the Buyer. Buyer will pay any services rendered up to the notice of termination. Seller also reserves the right to cancel this agreement without penalty if Buyer is in default and fails to cure within 30 days following receipt of written notice of default.**

3. **Cancellation for cause:** Buyer retains the right to cancel this contract immediately and without advance notice to Seller should Seller's services be unsatisfactory in quality or should Seller fail to perform in accordance with the statement of services for any reason within Seller's control. In the event of such cancellation, Buyer will notify Seller in writing. Buyer will pay only for the services rendered up to the date that Seller receives the written cancellation notice.

4. **LIMITATION OF LIABILITY: Seller Liability is limited to the value of this contract. If the Contractor/Consultant fails to comply with any material provisions of the Purchase Order, the Contractor/Consultant shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure, but in no event will the Seller be liable for any special, indirect incidental or consequential damages.**

5. **Alterations:** Buyer shall have the right to request that systems be returned to service coverage on a pro-rated basis. Prior to systems being returned to service coverage all systems are subject to billable pre-inspection services to be performed by the Seller. The Seller's prevailing standard service rates shall be used to calculate the pre-inspection services.

6. **Software:** Unless otherwise expressly agreed in writing to the contrary, all technical specifications, software, technical information, source code, drawings, and/or Data provided to Buyer by the Seller, or used by the Seller in updating, upgrading or performing repairs to the Buyer's equipment, shall remain the sole property of the Seller. Any use of said data and software shall constitute use under a limited use license only. This License is expressly limited to the functionality of individual items of L-3 equipment previously purchased by the Buyer.

7. **Exclusions:** Contractual coverage shall not apply to any equipment, spare parts, or services that are: (a) repaired, moved or modified other than by Seller's authorized personnel; or (b) subjected to physical or electrical abuse, stress, or misuse; or (c) stored, operated, modified, or maintained in a manner inconsistent with applicable Seller instructions and specifications. No third party agents, regardless of affiliation or former affiliation with Seller, retain the rights to perform service actions under this contract. Also excluded from this contract are parts, materials, and other ancillary equipment which have been damaged due to improper handling; power surges, exposure to the elements of extreme heat, extreme cold, moisture; acts of nature such as rain, sleet ,snow, earthquakes, lightening, hurricane, etc.; equipment failures resulting from installation or operation or use in any manner not in accordance with Seller instructions; failures resulting from installation or operation or use in any manner not in accordance with Seller instructions; equipment damage due to misuse or abuse (through negligence, accident, or vandalism); erroneous reports by Buyer of equipment failures; and equipment which has been repaired or modified without the written approval of Seller.

8. **Accessories and Attachments:** Service actions performed by Seller under this contract will not include maintenance or repair of accessories, *attachments*, machines, or other similar devices not originally supplied or provided by Seller; painting or refinishing of equipment or providing such painting or refinishing materials; or furnishing supplies, accessories, or other similar devices except as specifically required for equipment repair or maintenance.

9. **Special Cancellation:** The specific equipment covered by this contract shall be serviced as needed and all required spare parts shall be provided unless stock is no longer available due to end of life issues. Seller shall make a best commercial effort to support this equipment during the contractual period and make provisions for end of life parts. Should services be required and spare parts are no longer available, Seller shall make a best commercial effort to render Buyer's equipment back into operating condition. If Seller is unable to bring the up to operating condition, the affected equipment shall then be removed from the remainder of the contract and a pro-rated credit for the balance of the present contract term shall be issued. Credits shall be sent out within thirty (30) days of cancellation. Also, the affected equipment shall not be included in future contract renewals or during any remaining optional years.

10. **Taxes:** This quotation does not include taxes. Taxes levied against L-3 as a result of products offered or sold hereunder and any services rendered in connection therewith, including but not limited to installation or maintenance would be additional cost and shall be reimbursable by Purchaser upon submittal of supporting documentation of such costs.

11. **Acceptance of Buyer's Terms and Conditions:** Any resultant Contract/Purchase Order with Terms and Conditions other than these shall not be accepted without notice provided to Buyer accepting all or a portion of the Buyer's Terms and Conditions. Estimates are calculated under these Terms and Conditions and pricing may change for compliance with alternative Terms and Conditions as well as the schedule.

L3 communications
Security & Detection Systems Inc.

ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT STATEMENT OF WORK
Document No. 8100-11902-00

1. **Response Time:** L-3 Communications Security and Detection Systems Inc., hereinafter referred to as Seller, will provide response as soon as possible to requests for equipment service from Buyer's authorized representative. 8-hour Seller response time will be typical in geographical locations where Seller has resident service engineers. 24-hour Seller response time will be typical in geographical locations where Seller does not have resident service engineers. Seller does not warrant that the use of equipment will be uninterrupted or error free.

2. **Seller Responsibilities:** As applicable to the specific maintenance contract schedule, service actions performed by Seller will include all parts, materials, and labor required to adjust, maintain, repair, or restore the equipment to proper operating condition in accordance with the manufacturer's specifications. Seller will not perform any modifications to the equipment without Buyer's written approval. Seller will perform all service actions at the equipment site whenever possible and practical. Seller will perform all service actions with the least possible interference or disruption to the orderly conduct of Buyer's normal operations. Upon the completion of service, Seller will leave Buyer's premises in as neat, orderly, and clean condition as existed upon start of services. Seller will be responsible for obtaining all air side passes, work permits, clearances, and required licenses. Seller will be responsible for compliance with all laws, codes, rules, and regulations applicable to services performed under this contract. Seller will not transfer or assign its obligations under this contract, either in whole or in part, without the prior written approval of Buyer.

3. **Buyer Responsibilities:** Buyer will provide adequate facilities for Seller's personnel. The facilities will include adequate workspace, heat, lighting, ventilation, proper electrical current, and earth grounded electrical outlets. The facilities will be located within a reasonable distance from the equipment being serviced and will be provided by Buyer at no cost to Seller. Seller will not be responsible for Buyer's failure to provide prompt access to the equipment or to adequate facilities.

4. **Additional Services:** Upon agreement between Buyer and Seller, Seller may perform additional services beyond Seller's obligations under this contract. Such services may include, but are not limited to, equipment installation, relocation, and re-installation. All such services, when performed, will be invoiced to Buyer in accordance with Seller's prevailing standard service rate schedule.

5. **Service Call Report (SCR):** Upon completion of service, Seller's service engineer will submit the SCR to Buyer's authorized representative. The SCR will itemize the service actions performed. Buyer's authorized representative will be provided with a copy of the completed and signed SCR. Should Buyer fail to have an authorized representative on site for any reason upon completion of Seller's services, the lack of Buyer's authorized representative's signature on the SCR will not be a basis for claiming that unsatisfactory service was provided by Seller.

6. **Spare Parts and Materials:** All spare parts and materials provided and or replaced by the Seller, regardless if they are new; factory refurbished, rebuilt, restored, renovated or reconditioned, shall be warranted for ninety (90) days from the date of installation. Seller reserves the right to use Like-Kind-Quality spare parts and materials including new, factory refurbished, rebuilt, restored, renovated or reconditioned items. Any use of alternate spare parts and materials shall have no effect on the Form, Fit, and Function of said parts and materials and shall be warranted for ninety (90) days from the date of installation, or the remaining life of the contract, whichever is longer.

7. **Annual Preventative Maintenance for X-ray Systems:** Listed below are the procedures that our technicians perform during the annual contract period.

ANNUAL PREVENTATIVE MAINTENANCE FOR X-RAY SYSTEMS

VISUAL AND MECHANICAL:

- Vacuum system interior and exterior
- Inspect conveyor rollers
- Inspect condition of conveyor belt and lacing
- Adjust conveyor belt tension and tracking
- Inspect condition of x-ray sensor dust shields
- Inspect for x-ray generator oil leakage
- Align and clean optical sense modules
- Test indicator lamps for proper operation

ELECTRONIC:

- Adjust x-ray tube voltage and current
- Test operator control panel functions
- Adjust monitors
- Inspect conveyor relays
- Adjust power supply voltages
- Collimate x-ray beam
- Verify x-ray image quality & resolution

OPERATIONAL SAFETY:

- Inspect AC line cord for damage and test for proper grounding
- Inspect finger guards and/or pop-out rollers for damage
- Verify conveyor under panels are securely attached
- Test emergency stop switches

RADIATION SAFETY:

- Measure radiation dose per inspection (annual),test all safety interlocks for proper operation
- Measure external radiation emissions (annual)
- Test all "x-ray on" indicators for proper operation
- Inspect condition of lead curtains
- Inspect operator footmat for condition and test for proper operation
- Preparation of FAA Form 1650-17.

L3 communications
Security & Detection Systems Inc.

Payment / Remittance Information
Please Update Your Records

EFT/Wire Transfers:

JP Morgan Chase Bank, NA
One Bank One Plaza
2 S Dearborn
Chicago, IL 60670

Account Name:
L-3 Communications Security & Detection Systems, Inc.

Account Number:	656511029
ABA/Routing Number:	071000013
Swift Code:	CHASUS33
F.I.D. Number:	04-3054475

Checks Via Mail:

L-3 Communications Security & Detection Systems, Inc.
21867 Network Place
Chicago, IL 60673 – 1218

Checks Via Courier: UPS/Federal Express

JP Morgan Chase Bank, N.A.
Attn: L-3 Communications Security & Detection Systems, Inc.
Lock Box No. 21867
131 S. Dearborn - 6th Floor
Chicago, IL 60603

PLEASE BE SURE TO NOTE INVOICE REMITTANCE INFORMATION ON ALL PAYMENTS

All Other Correspondence:

Purchase Orders and other correspondence should be sent to:

L-3 Communications Security & Detection Systems, Inc.
10E Commerce Way
Woburn, MA 01801

FID no. 04-3054475
DUNS no. 112753194
CAGE CODE: 1VGC6

#5246

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 11, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 5, 2010 & Received in Contracts October 8, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

STAR GARAGE CORPORATION
Eighth Amendment to the Lease Agreement for Suite 7 for Office Space for Public Defender Deposition Rooms
Term: October 1, 2010– September 30, 2011
(Option to renew for two additional one-year periods)
Amount: $11,868.00 Annually **Account: 001-1814-712.44-10**

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

The Requisition is in Dept. 2. When it has been approved, please let me know that it needs to be processed.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Public Defender deposition room lease agreement. Eighth amendment to the Star Garage Lease for Suite 7 to include only the four depositions rooms needed by the Public Defender. (FY11)

DEPARTMENT:	RETURN TO	CONTACT: Charlie R. Jackson
Admin. Services/Facilities	Charlie R. Jackson	PHONE 374.5229

DOCUMENT(S) REQUIRING ACTION:	Eighth amendment to the Star Garage Lease for Suite 7 Public Defender deposition rooms.	AMOUNT: $989 monthly $ 11,868 annually

EXECUTIVE SUMMARY: Approve the eighth amendment to the Star Garage Lease for Suite 7. Suite 7 lease will only include the four deposition rooms needed by the Public Defender. (Rooms 242, 247,248 and 249) This amended agreement is for FY11.

BACKGROUND: Guardian Ad Litem has vacated Suite 7 of the Star Garage. An amendment to the Suite 7 lease agreement is needed to include only the four deposition rooms needed by the Public Defender. Section 125.01 (1) c, Florida Statutes, requires the County to provide and maintain space in County buildings for Constitutional Officers.

ISSUES: A budget amendment will be processed October 1, 2010 moving budget to the Facilities Rent/Lease Division.

ACTION

Recommendation: Approve the amended Lease Agreement

BUDGETARY IMPACT

Recommendation:	Approve the amended Lease Agreement.
Funding Sources:	General Fund
Associated Costs	Janitorial
Account Code:	001-1814-712.44-10

Attachments:	Lease Agreement and Exhibit A
Suggested Reference Material:	

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/23/10 9.23.10					10/6/10

EIGHTH AMENDMENT TO LEASE AGREEMENT
WITH STAR GARAGE CORPORATION
SUITE 7

THIS EIGHTH AMENDMENT TO THE LEASE AGREEMENT, made and entered into this 5th day of October, A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Star Garage Cooperation, located at 3434 SW 24th Avenue, Suite A, Gainesville, Florida 32607, herein after referred to as "Landlord";

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated September 25, 2001 for leasing of Suite 7 of the "Star Garage" located at 111 SE 1st Avenue, Gainesville, Florida.

WHEREAS, The parties hereto previously entered into a First Amendment dated September 17, 2003; Second Amendment to the Agreement dated December 23, 2004; Third Amendment dated September 21, 2005; Fourth Amendment to the Agreement dated October 6, 2006; Fifth Amendment to the Agreement dated September 14, 2007; Sixth Amendment to the Agreement dated September 23, 2008; Seventh Amendment to the Agreement dated September 22, 2009; and,

WHEREAS, the parties wish to amend the agreement;

NOW, THEREFORE, the parties hereby agree to amend the September 25, 2001 Lease as follows

A. Section #3, ***Term***, of the original agreement is amended in its entirety to read:

> Section #3 Term. The term of this Lease shall be for a period of twelve (12) months, commencing on October 1, 2010 and terminating on September 30, 2011 unless earlier terminated as provide herein. This lease

may be extended for two (2) additional one year terms under the terms and specifications contained in the original Lease.

For subsequent annual renewals of this Lease as provided above the annual base rental shall not exceed the increase in the Consumer Price Index over the prior term, not to exceed four (4) percent.

B. Section 5, ***Base Rental*** of the original Agreement, is amended in its entirety to read:

Section 5. **Base Rental.** For the term October 1, 2010 through and including September 30, 2011, the Tenant shall pay to Landlord monthly rental payments of Nine Hundred Eighty Nine and 00/100 dollars ($989.00). The rent for such term as calculated shall be payable in twelve (12) equal monthly payments in advance, commencing October 1, 2010. The Landlord shall pay Tenant's water and electrical services for the leased premises. All rental payments shall be due on the first day of each month. The first payment shall be due on October 1, 2010. The Landlord shall submit a monthly invoice for payment at the following address:

J. K. Irby
Clerk of the Court
Attention: Finance and Accounting
Post Office Box 939
Gainesville, FL. 32602

The County shall submit monthly rental; payments to the Landlord at:

Star Garage Corporation
3434 SW 24th Avenue, Suite A
Gainesville, FL 32601

C. Exhibit "A" to the original agreement is replaced by Exhibit A attached to this amendment.

D. This Eighth Amendment shall take effect upon expiration of the current lease at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease dated September 25, 2001, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to the Agreement to be executed for the uses and purposes therein expressed effective October 1, 2010.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Randall R. Reid
County Manager

10/5/10
Date

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

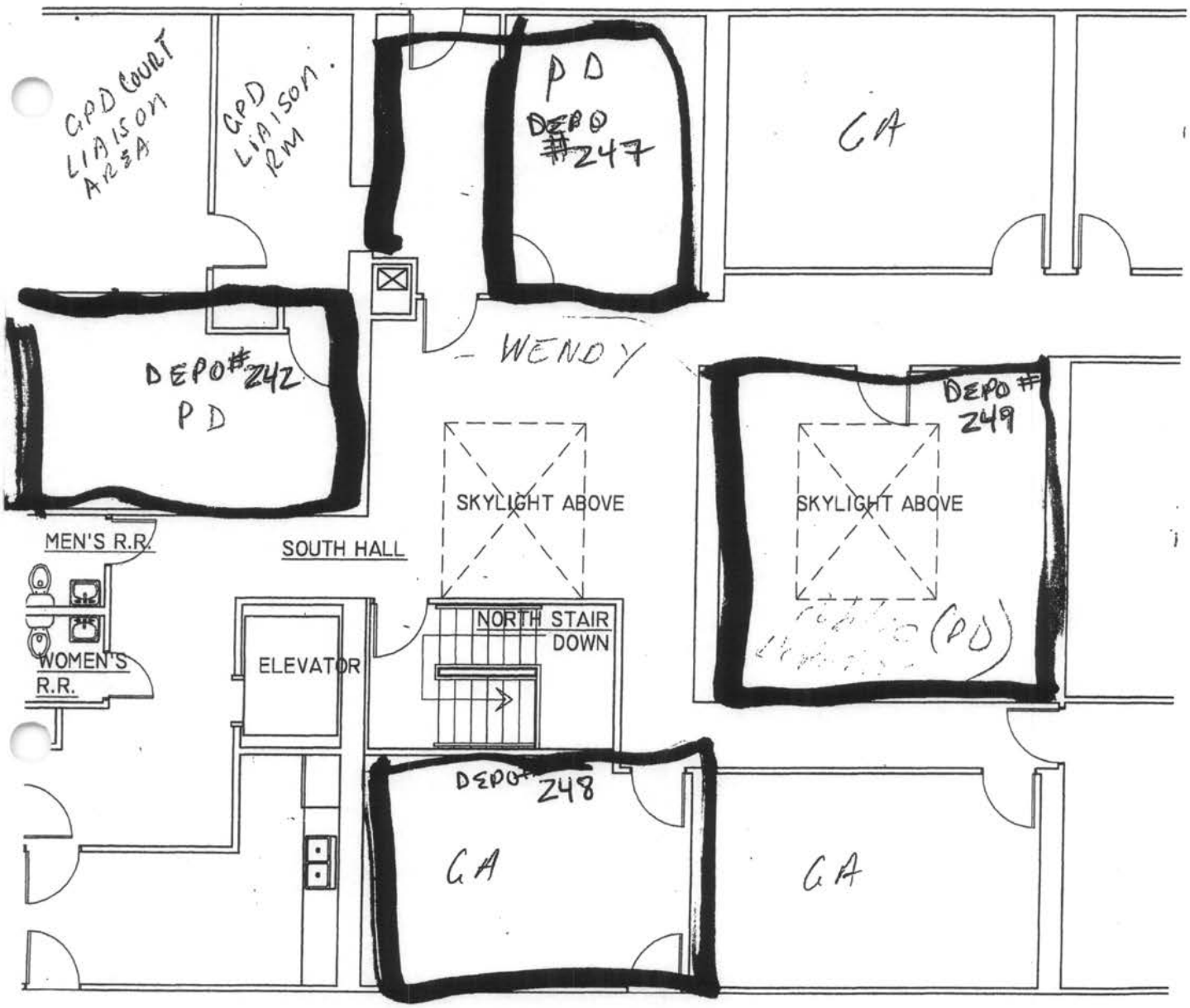
By: _____
Alachua County Attorney's Office

STAR GARAGE CORPORATION

By: _____
Bob Cockrell, GM
Saul Silber Properties

Attest for Star Garage Corporation (Corporate Officer)
BY: _____
Title: C.
Print: SAUL SILBER

Exhibit A



SECOND FLOOR
STAR GARAGE

#6763

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 11, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010 & Received in Contracts October 8, 2010**

Attached please find one original of the document referenced below which was approved by the County Manger on the date referenced above. Also enclosed is a copy of the Green Sheet.

LOWE'S CLEANING SERVICE, INC.
Third Amendment to the Agreement for janitorial services
Term: October 1, 2010 – September 30, 2011
(Option to renew for one additional 1-yr period)
Amount: $ 2,656.16 Monthly Account: 001-1812-519.34-11
RFP #08-71

Please forward the original document to the vendor and keep a copy for your file. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

ITEM DESCRIPTION:	Third Amendment to the Agreement between Alachua County and Lowe's Cleaning Service, Inc. for Janitorial Services		
DEPARTMENT: Administrative Services Facilities	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson **PHONE** 374.5229	
DOCUMENT(S) REQUIRING ACTION:	Third Amendment to the Agreement between Alachua County and Lowe's Cleaning Services, Inc. for Janitorial Services	**AMOUNT:** $31,873.92 annually $2,656.16 monthly	

EXECUTIVE SUMMARY: This third amendment to the agreement with Lowe's Cleaning Service, Inc. is to provide janitorial services for various County buildings. This amendment covers the period of October 1, 2010 through September 30, 2011 (with option to renew for one (1) additional 1-year period).

BACKGROUND: On March 11, 2008 the original agreement between Alachua County and Lowe's Cleaning Service, Inc. was approved by the Board of County Commissioners. Facilities Management is requesting the County to enter into this third amendment to provide janitorial services at the following locations: Transfer Station located at 5115 NE 63rd Avenue; Star Garage located at 105 SE 1st Avenue and Hazardous Household Building located at 5125 NE 63rd Avenue.

ISSUES: Failure to approve this agreement would hinder the County's ability to maintain clean buildings as outlined in our mission and objectives.

Recommendation:	Approve and execute the Third Amendment to the Agreement between Alachua County and Lowe's Cleaning Service, Inc. for Janitorial Services

Recommendation:	Approve and execute the Third Amendment to the Agreement with Lowe's Cleaning Service, Inc. for Janitorial Services
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	N/A
Account Code:	001-1812-519-34-11 - 80,840.45 In FY10
ATTACHMENTS:	Second Amendment to the Agreement with Lowe's Cleaning Service, Inc. (2 originals)
SUGGESTED REFERENCE MATERIAL:	

THIRD AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
LOWE'S CLEANING SERVICE, INC. FOR JANITORIAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into this 7th day of October A.D. 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Lowe's Cleaning Service, Inc., hereinafter referred to as "Contractor":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated March 11, 2008, for the provision of janitorial services; and,

WHEREAS, the parties hereto previously entered into a First Amendment, dated July 16, 2009; Second Amendment, dated October 8, 2009; and

NOW, THEREFORE, the parties hereby agree to amend the original agreement, signed on March 11, 2008, as follows:

A. Section #1. **Term.**

> This Agreement is effective beginning October 1, 2010 and continuing through September 30, 2011 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for an additional one (1) one year period under the terms and specifications contained herein.

B. Section #2. **Duties of the Contractor**, is amended in its entirety to read:

> A. The contractor shall have and perform the following duties, obligations, and responsibilities to the County: three (3) days per week general housekeeping and toilets/break rooms at Transfer Station located at 5115 NE 63rd Avenue, three (3) days per week of general housekeeping at Star Garage located at 105 SE 1st Avenue, three (3) days per week of general housekeeping at Hazardous Household Building located at 5125 NE 63rd Avenue.

Contractor shall be responsible for all additional duties, obligations and requirements as provided in Attachment A.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

C. Section #4. **Method of Payment** is amended in its entirety to read:

For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
The Contractor shall be paid monthly $785.16 for services rendered at the Transfer Station; $1,640.36 for services rendered at the Star Garage; $230.64 for services rendered at the Hazardous Household Building.

Lowe's Cleaning Service, Inc. will be paid a total monthly fee of $2,656.16 for the period of October 1, 2010 through September 30, 2011. The Contractor may accept and perform additional services and assignment of buildings not specified in this Agreement. A written quote and change order will be required prior to payment of services for additional services and/or assignment of buildings.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated March 11, 2008, as amended, between the parties, shall be and remain in full force and effect.

This third amendment shall take effect upon expiration of the contract or amendment currently in effect under the same terms and specifications contained therein.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Attest to Randall H. Reid

_____

BY: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

LOWE'S CLEANING SERVICE, INC.

Don Lowe
Name
CEO
Title
Don Lowe
Print Name

Attest by Corporate Officer

Don Lowe
Name
CEO
Title
Don Lowe
Print Name

ATTACHMENT A

1.1 **Section A - Daily Duties / See attached building scheduled for days.**

1.1.1 **TOILET ROOMS** (Includes all restrooms, public and private, and Holding Cells).

1.1.1.1 Sweep floors.

1.1.1.2 Mop floors with a disinfectant solution.

1.1.1.3 Clean fixtures (toilets, urinals and lavatories) with a non-abrasive cleaner/disinfectant solution.

1.1.1.4 Clean walls, partitions, doors and other vertical and horizontal surfaces.

1.1.1.5 Empty and replace bags in all trash receptacles and sanitary napkin receptacles. Place debris in separate containers for disposal.

1.1.1.6 Fill all toilet room dispensers with soap, towels, tissue and related supplies.

1.1.1.7 Wipe and clean all bright metal.

1.1.1.8 Clean and polish mirrors.

1.1.1.9 Report any maintenance problems to Facilities Management using the minor maintenance report form.

1.1.1.10 Holding Cells. When unoccupied and unlocked, holding cell areas shall be cleaned, including a total disinfecting in and around urinals/toilets on a daily basis. If any toilet or sinks are stopped up, the Contractor shall use a plunger to attempt to clear drain lines.

1.1.2 **ROOM CLEANING** (Including break, kitchen, lobbies, corridors and entrances)

1.1.2.1 Empty trash receptacles and replace plastic liners in receptacles daily.

1.1.2.2 **Clean vertical and horizontal surfaces.**

1.1.2.3 Clean wash basins.

1.1.2.4 Fill all dispensers.

1.1.2.5 VACUUM ALL CARPET COMPLETELY including entrance and exit mats.

1.1.2.6 EDGE CARPETING near baseboards and in areas not reached by vacuum.

1.1.2.7 Mop hard surface flooring with treated medium. Remove any spots. Report any spots that cannot be removed to Facilities Management.

1.1.2.8 Mop kitchen's and/or break rooms hard surface flooring with a disinfectant solution, without streaking or leaving any mop debris.

1.1.2.9 Clean glass entrance and exit doors and glass panels.

1.1.2.10 Clean microwave tops and doors.

1.1.2.11 Vendor to move all recyclable waste/trash to designated building location.

1.1.3 **Elevators** (Doors, floors and walls)

1.1.3.1 Clean walls and doors of hand prints and smudges.

1.1.3.2 Mop or vacuum floors.

1.2 **Section B - Weekly Duties / See attached building scheduled for day.**

1.2.1 ROOM CLEANING (Includes break, kitchen, lobbies, corridors and entrances)

1.2.1.1 Dust office fixtures (desks, credenzas, tables, chairs etc.) with treated material. If surface is glass, Formica or steel, use damp cloth, leaving surface non-streaked and non-greasy. Do not move papers or personal items. Dust around office machines and communications equipment.

1.2.1.2 Dust file cabinets and all other horizontal surfaces including wall moldings.

d

1.2.1.3 Clean glass partitions, bookcase and other office fixtures that are glass.
1.2.1.4 Report any spots found on floors, carpet and hard flooring, to Facilities Management using the minor maintenance report form.
1.2.1.5 Vacuum/sweep all stairwells.
1.2.1.6 Clean cabinet doors in kitchen and break rooms.

1.3 **Section C - Monthly Duties First Week in Each Month, See attached building scheduled for day.**

1.3.1 ROOM CLEANING (Includes break, kitchen lobbies, corridors and entrances)

1.3.1.1 Dust Venetian blinds with wool duster, feather duster or vacuum. Clean to remove spots.
1.3.1.2 Dust all high (above 6') surfaces with wool duster, feather duster, or vacuum (i.e. tall file units, high shelves, room divers, door closers, and air vents etc).
1.3.1.3 For each floor drain, a minimum of one (1) gallon of fresh water is to be poured down to flush out and reseal. To this fresh water, a small amount of a deodorizer is to be added.
1.3.1.4 Clean hand rails, post and all associated parts to stairwells.

1.4 **Section D – Quarterly duties.**

1.4.1 Vacuum and/or brush all upholstered furniture to remove accumulated dust and debris

1.5 **Section E – Semiannual duties.**

1.5.1 Clean all spots from walls, furnishings, chair pads and all other hard surfaces. Report any spots that cannot be removed to Facilities Management using the minor maintenance form.
1.5.2 Scrub and clean all non sealed restroom floors

1.6 **Section F – Annual duties.**

1.6.1 The contractor shall provide interior and exterior window cleaning once per year between the months of April and May.

1.7 **Miscellaneous**

1.7.1 All employees, supervisors and management staff of contractor must be trained in fire and safety procedures, including the location of fire equipment and safety exits.
1.7.2 Report fires, hazardous conditions and items in need of repair.
1.7.3 Close windows; turn off lights and fans when not in use.
1.7.4 Turn in lost and found articles at the lost and found desk at the building.
1.7.5 Close doors and lock rooms in security areas after cleaning. Secure areas to be identified by the Facilities Manager.
1.7.6 Assign sufficient daytime staffing to be responsive to complaints related to night cleaning.
1.7.7 Contractor shall alert each of his/her employees to exercise a reasonable vigilance in implementing this policy and to notify the Facilities Manager on duty when an unauthorized or suspicious person is seen on the premises. Friends or family members are not allowed in building with employees. Only employees with Alachua County ID cards approved by Facilities Management are allowed in County buildings after closing to the public, or in secure areas of buildings that are cleaned during working hours.
1.7.8 Any mop water that is dumped down a floor drain, will required a minimum of one (1) gallon of

fresh water to be poured down said floor drain to flush it out. To this fresh water, a small amount of a deodorizer is to be added.

1.7.9 **NOTE:** Any cleaning schedule for Fridays, with permission from Facilities Management, may be moved to Saturdays or Sundays.

1.8 **Supplies, Materials, Equipment and Utilities**

1.8.1 **Furnished by Alachua County**

1.8.1.1 Electrical power at existing outlets for the operation of equipment necessary to perform the work under this Contract.

1.8.1.2 Hot and cold water as necessary.

1.8.1.3 All paper products needed for restrooms, kitchens and office areas. All cleaning chemicals needed to perform the work under this Agreement including chemicals need for seasonal cleanings. See Supply and Materials management procedure for County supplies **ATTACHMENT B**

1.8.1.4 Space in the building for the storage of bulk supplies furnished by the County and the contactor's equipment necessary to perform the work under this Agreement. The Contractor shall maintain this space in a neat and orderly condition. Alachua County will not be responsible in any way for theft or damage to the Contractor's stored supplies, materials, replacement parts, or equipment.

1.8.1.5 Janitor's closets, where available, at various points throughout the building, for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor.

1.8.1.6 Any equipment stored in janitor's closets that are the property of Alachua County will not in any way be used by the Contractor or His/Her employees to perform any task to fulfill this Agreement unless the Contactor has written approval from Facilities Management before use.

1.8.2 **Furnished by the Contractor**

1.8.2.1 All personnel, supplies, materials and equipment necessary to perform the work under this Agreement unless otherwise specified herein. These items shall be of a quality to conform to applicable industry standards and not cause damage to the property. Fifteen (15) days prior to the commencement of the Agreement, the Contractor must supply to the Facilities Manager, or his designated representative, a list giving the name of the manufacturer, the brand name and intended use of each items that are proposed to be used in the performance of the work. The Facilities Manager, or his designated representative, will approve all items prior to usage. Contractor shall only use items that have been approved by the Facilities Manager, or his designated representative.

1.8.2.2 All necessary cleaning equipment including industrial type vacuum cleaners, etc., necessary to perform the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind. The Contractor shall provide appropriate equipment for office/break/kitchen trash removal so as to avoid the possibility of floor damage due to dragging of trash bags. The equipment used to move trash in a County elevator must not in any way cause damage to said elevator. All equipment shall be approved by the Facilities

Manager, or his designated representative.

1.8.2.3 The Contractor shall provide a uniform for employees. An acceptable dress for employees can be as simple as a company T-shirt with company name and/or logo. The uniform will be worn at all times when performing services at County Facilities.

1.8.3 **Security Clearances - Security clearances are required to be approved for all contractor employees prior to start of work.**

1.8.3.1 The Contractor shall submit to the Facilities Manager, or his designated representative, during the bidding and negation phases as a part of the qualification process the vendor must provide proof of background checks on the Owner and the Project Management staff including Operations Managers, Supervisors, and or lead personnel. The County reserves the right to verify the accuracy of the information submitted by the potential Contractor.

1.8.3.2 Alachua County shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees assigned to the Contract. Alachua County may, as it deems appropriate, authorize and grant temporary clearance to any such employee which shall not be considered as assurance that a full clearance will follow as a result or condition thereof; and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by Alachua County.

1.8.3.3 Alachua County will use the Security Access level decision Matrix to approve or disapprove vendor/employee access to County buildings. See Matrix and building category form at **ATTACHMENT A.**

1.8.3.4 Exception/Waiver Request: On a case by case basis a contractor can submit a waiver to the County requesting that a critical employee with some violations in their background history be allowed to perform services in the County Facilities. This waiver will be completed by the contractor as the approval and or disapproval decision will rest with the County. If the waiver is approved, the contractor must agree to ensure that the employee whom the waiver was submitted for is always accompanied by an employee with no convictions. If an unaccompanied employee with an approved waiver is ever identified in a County facility alone he/she can be denied entry by the County for the purpose of cleaning.

1.8.3.5 Background checks and reports are the sole responsibility of the Contractor. Payments of said checks will the Contractors responsibility.

1.8.3.6 Contractor must provide proof of employee background checks at least 48 hours before the employee starts work.

1.9 **Identification/Building Pass**

1.9.1 The Contractor shall ensure that every new employee assigned to this Agreement has a photo identification badge/building pass before the employee begins duty. The Contractor's representative shall sign each pass issued. The Contractor shall see that all badges/passes are returned to the Facilities Manager, or his designated representative, as any employees are

dismissed or terminated, and when the Agreement expires. All badges/passes must contain an expiration date.

1.9.2 The Contractor shall ensure that all employees assigned to this Agreement wear their badge/pass during duty hours in a clearly visible spot. The Facilities Manager, or his designated representative, shall periodically verify badges/passes of Contractor employees with their personal identification. The Contractor shall make all employees assigned to this Agreement available for photo identification badges/passes on a schedule to be worked out with the Facilities Manager, or his designated representative. The badges/passes will be made by the County before an employee may begin work and only after a favorable background, check has been received on the employee. Employees shall sign each badge/pass at the time of photographing.

1.10 **Building Security and Access Control**

1.10.1 The Contractor shall issue the photo identification/Building Pass Badge to the employees assigned to this Agreement each day as they report for work and shall collect the badges at the end of the work shift before the employees leave the building.

1.10.2 The Contractor shall see that all badges are returned to the Facilities Manager, or his designated representative, when employees are dismissed or terminated. The Contractor will notify the Facilities Manager, or his designated representative, when employee's badge is lost. It will be the responsibility of the Contractor to pay for replacement badges at a cost of $15.00 per badge. No employee will be allowed to work without a current badge.

1.10.3 An itemized list of employees assigned to each facility, showing the employee's full name, address, telephone number, date and place of birth, and social security and driver's license numbers, shall be submitted to the Facilities Manager, or his designated representative. This list is to be kept current by the Contractor and changes promptly submitted to the Facilities Manager, or his designated representative.

1.10.4 The Contractor shall be furnished means of access to all rooms requiring cleaning. Any keys issued to the Contractor for such use shall not be removed from the premises at any time, or duplicated by the Contractor. Exceptions will be addressed by the Facilities Manager, or his designated representative, on an individual basis, based upon specific circumstances.

1.10.5 Any area to which Contractor is provided access by means of a key shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any employees assigned to this Agreement.

1.10.6 Upon completion of cleaning in a prescribed area, the Contractor's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance purposes, (i.e. night and exit lights) shall be extinguished, and all doors and windows secured. The Contractor's building supervisor and/or lead person shall check to ensure that all requirements are met, prior to release of work crew for the day, including the replacement of all furniture and equipment moved during the cleaning process.

1.10.7 Keys and or keycards for all County buildings shall be issued to the contractor by Facilities Management, and will be returned to Facilities Management upon termination of this Agreement.

If any building key(s) are lost or not returned upon termination of this Agreement, the Contractor shall pay for all necessary lock changes and key re-issuances. For all County buildings **NOT USING THE BEST KEY SYSTEM**, to replace damage or broken building key(s), the contractor shall pay a $15.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $50.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.8 **WHERE THE BEST KEY SYSTEM IS USED**, both Courthouses, Consolidated Communications Center, Sheriffs buildings etc. to replace damage or broken building key(s), the contractor shall pay a $50.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $150.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.9 For the replacement of any keycard, the Contractor shall pay a $25.00 fee for each keycard.

1.10.10 Replacement keys from Facilities Management for janitorial dispensers that are lost and/or damage will have a replacement fee of $5.00 per key. Note: these keys may be replaced by the contractor on his/her own cost.

1.10.11 The County shall not be responsible to any of the Contractor's employees for loss of any personal property.

1.10.12 The Contractor shall provide secure storage for employees' personal possessions. All personal items, with the exception of jewelry and medication, will be held by the Contractor during work hours.

1.10.13 It will be the responsibility of the Contractor to establish and inform the Facilities Manager, or his designated representative, of procedures related to the employees assigned to this Agreement to prevent theft of the property of Alachua County and its employees.

1.10.14 It will be the responsibility of the Contractor to establish adequate procedures to eliminate use by the employees assigned to this Agreement of the property of Alachua County or of its employees. This property includes, but is not limited to the following:

1.10.14.1 Telephone System;
1.10.14.2 Computer Equipment;
1.10.14.3 Audio/Video Equipment;
1.10.14.4 Typewriters;
1.10.14.5 Calculators;
1.10.14.6 Duplicating Equipment;
1.10.14.7 Radios;
1.10.14.8 Projection Equipment

1.10.15 Discovery by Alachua County of wrongful use shall be referred to the Contractor for appropriate action, requiring reimbursement by the Contractor when a specific monetary loss or misuse can be directly attributed to one of the employees assigned to this Agreement.

1.10.16 It is the responsibility of the Contractor to establish adequate procedures to eliminate FALSE ALARMS. The contractor shall pay all false alarm fees that are charged to the County by law enforcement, which were set off by the contractor's janitorial staff

ATTACHMENT A

Janitorial Supplies Provided By Alachua County Facilities

Items

Skylight Glass Cleaner

Foam Burst Bathroom Cleaner

Frequency 256, All Purpose Cleaner

Reflects, Neutral Floor Cleaner

Kil-Odor (Country Morning)

Stainless Steel Cleaner

Hand Soap

Furniture Polish

Dust Mop Treatment

Spray Bottles

Tile and Grout Cleaner

Toilet Tissue

Hand Towels (Roll)

Hand Towels (multifold)

Liner, 60 gallon (large)

Liner, 33 gallon (Medium)

Liner 16 gallon (Small)

Liner, wax bag

Toilet seat covers

Note: At the start of the contract, the County will pre-stock all buildings with at least 15 days of supplies. Each contractor must request the replacement of used supplies by completing a Janitorial Supply Request Form and submitting it to the Alachua County Facilities Division, in accordance with Standard Operating Procedures (SOP). The County reserves the rights to make changes to this list as it may see fit.

[redacted]

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS

When this Agreement or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability and Automobile Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work

performed by the Contractor for the County.

III **All Coverages**

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the Agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

and Mailing Address **c/o Periculum Services Group**
P.O. Box 257
Portland, MI 48875

#7353

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 13, 2010

M E M O R A N D U M

To: Tom Webster, Housing Programs Manager
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010 & Received by Contracts on October 11, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

FLA. HOMES, INC. R/C
First Amendment to the CDBG Neighborhood Stabilization Program
Property location: 608 NW 1st Street, Gainesville, FL.
Term: Notice to Proceed Date – 55 calendar days
Amount: $ 7,205.00 Increase Account: 203-6550-554.34-71 &
$26,876.00 Total 203-6551-554.34-71

Please forward the document to the vendor and keep a copy for your file. Enclosed is your encumbrance number. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY					
ISSUES: Timely approval of NTP Amendments for these construction amendments is necessary to allow contractors to complete needed repairs.					
ACTION					
Recommendation:	**County Manager approves and signs NTP Amendments**				
BUDGETARY IMPACT					
Recommendation:	This recommendation has no adverse impact.				
Funding Sources:	Neighborhood Stabilization Program				
Associated Costs	$11,802				
Account Code:	203-6550-554.34-71, 203-6551.554.34-71				
ATTACHMENTS:	NTP Amendments for 608 NW 1st Street, 3150 NE 12th Street, and 250 SE 74th Street				
SUGGESTED REFERENCE MATERIAL:	Construction Agreements for 608 NW 1st Street, 3150 NE 12th Street, and 250 SE 74th Street.				
DEPARTMENT DIRECTOR	**CONTRACTS**	**OMB**	**LEGAL**	**COUNTY MANAGER** RHR 10-7-10	**DATE**

COUNTY MANAGER ITEM SUMMARY			
ITEM DESCRIPTION:	**Neighborhood Stabilization Program (NSP) Notices to Proceed Amendments (3)**		
DEPARTMENT:	**RETURN TO**	**CONTACT:**	**Tom Webster, Housing Programs Manager**
Growth Mgt.	Tom Webster	**PHONE #:**	**352 337-6285**
DOCUMENT(S) REQUIRING ACTION:	**NSP Notices to Preceed Amendments for 3 NSP Homes**	**AMOUNT:**	**$11,802**

EXECUTIVE SUMMARY: **Notices to Proceed (NTP) Amendments to construction agreements are necessary to complete needed repairs on three foreclosed homes, purchased by Alachua County, through the Neighborhood Stabilization Program. Adequate NSP funding is available for these NTP Amendments, which are being recommended by the NSP Consultant and Housing Staff.**

BACKGROUND: **Foreclosed homes were purchased by Alachua County through the Neighborhood Stabilization Program. Construction Agreements were entered into by Alachua County and contractors selected to make necessary repairs to these homes. NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated $2.9 million by the September 3, 2010 deadline. No utilities were turned on at the time of inspection as the foreclosed homes were not yet in Alachua County's possession at the time of inspection. As a result, staff anticipates that each of the twenty foreclosed homes purchased through NSP will have at least one request for a Notice to Proceed Amendment, to change the scope of work in the construction agreements. These construction contracts were initially signed by the County Manager.**

Attached please find Notices to Proceed Amendments for the following three NSP homes:
608 NW 1st Street: When the work order was written for repairs to be made, staff anticipated this house would be for resale. However, this home as been designated for use as a rental property, to be operated by the Alachua County Houisng Authority, (ACHA). As a result, there are changes needed in the scope of work, including addition of tile floors and security screens, both of which are required by ACHA. The work order initally called for a new heat pump. After it was determined the house had insufficient electrical service to install a heat pump, the consultant determined that it would be less expensive to heat with a gas furnace rather than ugrade the electrical service to accommodate a heat pump.
3150 NE 12th Street: Due to sediment built up in the plumbing lines, the plumbing pipes must be replaced in this home, and secondary repairs are needed to access the pipes.
250 SE 74th Street: Front and side door locksets must be replaced to ensure security. Minor repairs to the well are also needed.

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # One (1)

NTP/Project 10DB-4X-03-11-01-F01

Contractor Fla. Homes, Inc. R/C

Encumbrance # 101435

Contract Manager ~~John Johnson~~, ~~Grants/Contract Administrator~~ Tom Webster

Work Order Name # 608 NW 1st Street, Gainesville, FL 32601

Work Order Description: Repair leaking sink, replace ice maker fitting, replace door bell and broken outlet covers, install new 15 seer hvac with GAS furnace, install security screens for all windows-egress for bedrooms, remove and replace existing carpet with tile, replace missing soffit on LH side of front porch, weather strip around exterior front door.

Deliverable(s): plumbing parts for sink and icemaker, door bell, outlet covers, HVAC unit, security screens, tile, grout, thin-set, aluminum soffit, weather stripping

Original Work Order Price:	19,671.00
Total of Prior Approved Changes	-0-
Amount of this Change in Work Order Add (Deduct)	7,205.00
New Work Order Price with Amendment:	26,876.00

REC'D GROWTH MGT
ALACHUA COUNTY
2010 SEP 16 PM 5:

Original Completion Date	October 2, 2010
New Completion Date	No Change

Approval as to form
Alachua County — Signature — Date 10-7-10

Contractor — Debbie Herring, agent — Signature — Date 9/14/10

Attorney — Signature — Date 10-7-10

Consultant — Signature — Date 9/22/10

INVOICE

Fla. Homes, Inc.
13919 NW 145th Avenue
Alachua, FL 32615
386-418-4663

Date: September 16, 2010

Bill to: Alachua County Department of Growth Management
CDBG Neighborhood Stabilization Program
111 SW 1st Street
Gainesville, FL 32601

Re: 608 NW 1st Street, Gainesville, FL

Description	Amount
Repair leaking sink and replace ice maker fitting	$125.00
Replace door bell and broken outlet covers	115.00
Install new 15 seer HVAC with GAS furnace	375.00
Install security screens for all windows	1,800.00
Remove & replace existing carpet with tile	4,690.00
Weather strip around front door and replace missing soffit on left hand side of front porch	100.00
Total Amount Due	$7,205.00

#7349

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

August 10, 2010

MEMORANDUM

To: Tom Webster, Housing Program Manager
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010 & Received by Contracts October 11, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

ROCK SOLID BUILDERS, LLC
First Amendment to the CDBG Neighborhood Stabilization Program
Property location: 3150 NE 12th Street, Gainesville, FL.
Term: Notice to Proceed Date – 100 calendar days
Amount: $ 4,357.00 Increase Account: 203-6550-554.34-71 &
$48,123.00 Total 203-6551-554.34-71

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing – PO #101369

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY			
ITEM DESCRIPTION:	**Neighborhood Stabilization Program (NSP) Notices to Proceed Amendments (3)**		
DEPARTMENT:	**RETURN TO**	**CONTACT: Tom Webster, Housing Programs Manager**	
Growth Mgt.	Tom Webster	**PHONE #: 352 337-6285**	
DOCUMENT(S) REQUIRING ACTION:	**NSP Notices to Preceed Amendments for 3 NSP Homes**	**AMOUNT:** **$11,802**	

EXECUTIVE SUMMARY: **Notices to Proceed (NTP) Amendments to construction agreements are necessary to complete needed repairs on three foreclosed homes, purchased by Alachua County, through the Neighborhood Stabilization Program. Adequate NSP funding is available for these NTP Amendments, which are being recommended by the NSP Consultant and Housing Staff.**

BACKGROUND: **Foreclosed homes were purchased by Alachua County through the Neighborhood Stabilization Program. Construction Agreements were entered into by Alachua County and contractors selected to make necessary repairs to these homes. NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated $2.9 million by the September 3, 2010 deadline. No utilities were turned on at the time of inspection as the foreclosed homes were not yet in Alachua County's possession at the time of inspection. As a result, staff anticipates that each of the twenty foreclosed homes purchased through NSP will have at least one request for a Notice to Proceed Amendment, to change the scope of work in the construction agreements. These construction contracts were initially signed by the County Manager.**

Attached please find Notices to Proceed Amendments for the following three NSP homes:
608 NW 1st Street: When the work order was written for repairs to be made, staff anticipated this house would be for resale. However, this home as been designated for use as a rental property, to be operated by the Alachua County Houisng Authority, (ACHA). As a result, there are changes needed in the scope of work, including addition of tile floors and security screens, both of which are required by ACHA. The work order initally called for a new heat pump. After it was determined the house had insufficient electrical service to install a heat pump, the consultant determined that it would be less expensive to heat with a gas furnace rather than ugrade the electrical service to accommodate a heat pump.
3150 NE 12th Street: Due to sediment built up in the plumbing lines, the plumbing pipes must be replaced in this home, and secondary repairs are needed to access the pipes.
250 SE 74th Street: Front and side door locksets must be replaced to ensure security. Minor repairs to the well are also needed.

COUNTY MANAGER ITEM SUMMARY					
ISSUES: Timely approval of NTP Amendments for these construction amendments is necessary to allow contractors to complete needed repairs.					
ACTION					
Recommendation:	**County Manager approves and signs NTP Amendments**				
BUDGETARY IMPACT					
Recommendation:	This recommendation has no adverse impact.				
Funding Sources:	Neighborhood Stabilization Program				
Associated Costs	$11,802				
Account Code:	203-6550-554.34-71, 203-6551.554.34-71				
ATTACHMENTS:	NTP Amendments for 608 NW 1st Street, 3150 NE 12th Street, and 250 SE 74th Street				
SUGGESTED REFERENCE MATERIAL:	Construction Agreements for 608 NW 1st Street, 3150 NE 12th Street, and 250 SE 74th Street.				
DEPARTMENT DIRECTOR	**CONTRACTS**	**OMB**	**LEGAL**	**COUNTY MANAGER** RHR 10-7-10 **DATE**	

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 1

NTP/Project 10DB-4X-03-11-01-F01

Contractor ROCK SOLID BUILDERS, LLC.

Encumbrance # 101369

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 3150 NE 12th Street Gainesville, Florida 32609

Work Order Description: Removed and replaced rotten wood on porch, installed new sills, new trim and new screen frame. Re-pipe water lines through out entire house and to water meter. Install new spigots, shut off valves, replace sanitary tree, snake lines and replace copper arm on lavatory.

Deliverable(s): 32' of 1"x8" pressure treated sills, 32' of 1"x4" pressure treated trim, 32' of 1"x4" pressure treated screen frame, 2 spigots, 220' of CPVC, 60' of 1" PVC, 7 new quarter turn stops, tub p-trap, 7' of 1 1/2" PVC vent pipe, all miscellaneous materials and fasteners to connect, secure and install all of the above.

Original Work Order Price:	$43,766.00
Total of Prior Approved Changes	$0.00
Amount of this Change in Work Order Add (Deduct)	$4,357.00
New Work Order Price with Amendment:	$48,123.00

REC'D GROWTH MGT
ALACHUA COUNTY, FL
2010 SEP 24 PM 7:4

Original Completion Date	12/13/2010
New Completion Date	12/13/2010

Approval as to form Alachua County	Signature	Date 10/7/10
Contractor	Signature	Date 09/24/10
Program Consultant	Signature	Date 9/24/10
Attorney	Signature	Date 10-7-10

PRODUCT 211

JOB INVOICE
9196

AMERICAN PLUMBING SERVICES, INC.
7135 W. Gulf To Lake Hwy.
CRYSTAL RIVER, FLORIDA 34429
(352) 795-4177
Fax (352) 564-1111

CUSTOMERS ORDER NO.	DATE ORDERED 9/22/10
ORDER TAKEN BY	DATE PROMISED ☐ A.M. ☐ P.M.

BILL TO: Rock Solid Builders — PHONE: 352-271-6262
ADDRESS — MECHANIC
CITY — HELPER

JOB NAME AND LOCATION: 3150 NE 12th St. — ☐ DAY WORK ☐ CONTRACT ☐ EXTRA
DESCRIPTION OF WORK

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
-	Repipe home - Replace galvinized water lines w/ cpvc. flow and gold through attic to all fixtures (6), Approx. 220'		
-	2 Hb's on house (front & back)		
-	Replace galvinized water service - from meter to home approx 60'		
-	Remove & replace 3"x1½" sanitary tee, snake line and replace copper arm on lav.		

HOURS	LABOR	AMOUNT	
	MECHANICS @		TOTAL MATERIALS
	HELPERS @		TOTAL LABOR
	TOTAL LABOR		TAX
			TOTAL $3050.00

I hereby acknowledge the satisfactory completion of the above described work.
SIGNATURE — DATE COMPLETED

#6647

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 11, 2010

MEMORANDUM

To: Denise Bastanzi
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010**

Enclosed please find one original of each of the documents referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your files.

NATIONAL PAYMENT CORP.
Revised Agreement for the EZStub Service Contract
Term: April 1, 2010 until terminated
Amount: Rate Based per contract **Account: 001-1851-513.52-31**

Please forward the document to the vendor and keep a copy for your files. Also attached is your encumbrance. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jdj

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#6647

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Revised agreement with National Payment Corporation for the provision of electronic pay stubs for County employees		
DEPARTMENT: Admin. Svcs./Human Resources	**RETURN TO** Denise Bastanzi	**CONTACT:** Kim Baldry	**PHONE** 374-5219
DOCUMENT(S) REQUIRING ACTION:	Revised service agreement with National Payment Corporation (Doculivery), effective April 1, 2010.	AMOUNT: .10 cents per pay stub per pay period	

EXECUTIVE SUMMARY:

National Payment Corporation has increased their services from .08 cents to .10 cents per pay stub, per pay period effective April 1, 2010. Attached is a new agreement reflecting this increase.

BACKGROUND:

National Payment Corporation has been providing County employees with the ability to access their pay stub electronically through an on-line service since December 2007. Effective April 1, 2010, National Payment Corporation increased their services from .08 cents per pay stub to .10 cents per pay stub. Currently there are over 900 employees utilizing these services. The total number of employees, if everyone utilized direct deposit, would be 990 employees. This service continues to save the County money and staff time.

ISSUES:

The Human Resources Division did not request an increase in their FY 11 budget to accommodate the increase in cost per pay stub. The total increase comes to about $574. Currently there is $2,000 budgeted in the FY 10 and FY 11 budgets. Staff will find the additional funds within the Administrative Services budget as needed.

ACTION

Recommendation: Approve and sign the revised agreement, effective April 1, 2010, with National Payment Corporation for electronic pay stubs for County employees.

BUDGETARY IMPACT

Recommendation:	Approve the revised agreement, effective April 1, 2010, with National Payment Corporation reflecting an increase from .08 cents to .10 cents per pay stub.
Funding Sources:	General Fund, Administrative Services, Human Resources budget
Associated Costs	Approximately $2,574 per year (based upon 990 employees)
Account Code:	001-1851-513.31-93

ATTACHMENTS:	Revised service agreement with National Payment Corporation (Doculivery), effective 4/1/10
SUGGESTED REFERENCE MATERIAL:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
8-17-10					

DOCULIVERY

Service Agreement

For NatPay Use Only

Rep: David McEachern

Promo:

Special Instructions: ☐ Yes ☐ No

Trial:

Setup Fee:

Per Item Fee:

Sic Code:

Lead Source:

Please read through the entire Doculivery Service Agreement, complete all applicable sections, initial each page, sign, and return it by fax to 813-221-8651. For assistance in completing this Service Agreement call 800-284-0113.

1 – Company Information

Complete all company information.

Alachua County Board of County Commissioners

Legal Business Name

County Government

Type of Business

P.O.Box 1467

Address

FL

State

(352) 374-5219

Phone Number

Trade Name

85-8013937423C-9

Tax ID

Gainesville

City

32602

Zip Code

(352) 374-5233

Fax Number

Powered by National Payment Corporation
3415 West Cypress Street • Tampa, FL 33607 • 813.222.0333 • Fax 813.221.8651
www.nationalpayment.com

DOCULIVERY

Service Agreement

2 – Contact Information

Please list the names and numbers for contacts should National Payment Corporation need to call.

Kim Baldry	Human Resources Manager
Management Contact Name	**Management Contact Title**
(352) 374-5219	KBB@alachuacounty.us
Management Contact Phone Number	**Management Contact Email Address**
Supervisor Contact Name	**Supervisor Contact Title**
Supervisor Contact Phone Number	**Supervisor Contact Email Address**
Software Operator Contact Name	**Software Operator Contact Title**
Software Operator Contact Phone Number	**Software Operator Contact Email Address**

3 – Schedule of Fees

	$0.10 Effective April 1, 2010
Pay Stub One-time Setup Fee	**Pay Stub Per Item Fee**
W-2/1099 One-time Setup Fee	**W-2/1099 Per Item Fee**
N/A	N/A
Statements/Bills One-time Setup Fee (each design)	**Statements/Bills Per Item Fee (for two pages)**
N/A	
Statements/Bills Additional Page Fee	
N/A	N/A
Forms One-time Setup Fee (each design)	**Form Execution Fee**
N/A	N/A
Monthly Report Fee (each report)	**Messaging Fee (each message)**
Included	N/A
Customized Branding Fee (if applicable)	**Additional Languages Fee (if applicable)**

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www.nationalpayment.com

DOCULIVERY

Service Agreement

4 – Transmission Reports

Please list up to four email addresses of the recipients that should receive all Transmission Reports:

kbb@alachuacounty.us
Email Address #1

dob@alachuacounty.us
Email Address #2

mterry@alachuacounty.us
Email Address #3

Email Address #4

Transmission Report Type: ____ **Plain Text** ____ **HTML** ____ **PDF** ____ **Encrypted PDF**

X

5 – Billing Information

Choose one of the two billing options below.

_____ **Billing Option One: Electronic Transfer**

If this option is selected, fees will be withdrawn from the authorized account listed below. Please attach a VOIDED blank check from this account.

Bank Name

Contact Name

Address

City

State

Zip Code

Phone Number

Fax Number

Account Type: Checking Savings

Routing/Transit Number

Account Number

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www.nationalpayment.com

DOCULIVERY

Service Agreement

X

_____ **Billing Option Two: Monthly Invoice**

If this option is selected, then a VOIDED check is not needed. Invoice notifications should be sent to:

Kim Baldry	Human Resources Manager
Invoice Contact Name	**Invoice Contact Title**
(352) 374-5219	kbb@alachuacounty.us
Invoice Contact Phone Number	**Invoice Contact Email Address**
alacounty	
Online Invoice System Password	

6 – Terms and Conditions

1. Agency. Customer appoints National Payment Corporation as its agent for the creation and delivery of electronic pay statements, W-2s, invoices, messages, forms, and any other such designated electronic documents, from the Customer to those persons designated as recipients (the "Recipients").

2. Fees. Customer will pay applicable One-Time Setup Fees, Branding Fees, Per Item Fees, Additional Language Fees, Form Execution Fees, Monthly Reporting Fees, Messaging Fees, Additional Page Fees, Print and Mail Fees, Inactive Account/Storage Fees, Training Fees, and any other applicable Banking Fees that may include but are not limited to Invalid Account Fees ($100 per incident), applicable Federal Reserve and Automated Clearing House Fees. The applicable fees and charges may be changed by National Payment Corporation upon thirty (30) days prior written or electronic notice to Customer. National Payment Corporation will automatically deduct from the Authorized Account specified in section five, or invoice all fees and other charges owed to National Payment Corporation by the Customer.

3. ~~Indemnification.~~ Customer shall be solely responsible for compliance with all laws and regulations, whether federal, state, or local. National Payment Corporation makes no representation or warranty that any form provided by National Payment Corporation is sufficient or otherwise in compliance with applicable federal, state, or local legal requirements or rules. ~~Customer will indemnify and hold harmless National Payment Corporation and National Payment Corporation's processing financial institution(s) from any and all claims, lawsuits, demands, damages, costs, or other expenses, including, but not limited to, attorney fees, resulting from or in any way related to (a) Customer's breach of any warranty contained herein or arising by operation of law; (b) any act or omission of Customer or Customer's employees or agents, including fraudulent or incorrect transmission of data, or unauthorized or inappropriate access to National Payment Corporation's data files; (c) Customer's failure to comply with any applicable law, regulation or rule; or (d) any distribution of or failure to distribute funds incorrectly from a Payee, except to the extent caused by National Payment Corporation's negligence; provided, however, that this indemnification shall not apply to any loss caused to National Payment Corporation by failure of the forms provided by National Payment Corporation to comply with the law, if such forms have been properly used by Customer in accordance with National Payment Corporation directions.~~

4. Delivery. Customer acknowledges that delivery of electronic pay statements, W-2s, invoices, messages, forms, and any other such designated electronic documents occurs within 24 hours once the correct data has been received from the customer, processed by National Payment Corporation, and made available for access on the Doculivery system per the timing options selected by the customer. Availability of electronic pay statements, W-2s, invoices, messages, forms, and any other such designated electronic documents on the Doculivery system constitutes successful delivery of the designated electronic documents, and is independent of the delivery of email notifications, text message notifications, or failure thereof.

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DOCULIVERY

Service Agreement

5. Warranties and Limitations of Liability. National Payment Corporation MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR FITNESS FOR ANY PARTICULAR PURPOSE. Because of the difficulty of fixing actual damages, the parties agree that National Payment Corporation's liability hereunder, if any, shall be limited to liquidated calendar month immediately proceeding the month in which the event occurred which gave rise to the damages, regardless of the cause or origin of such loss or damage and whether it results directly or indirectly from performance or non-performance of National Payment Corporation's obligations under this Agreement. IN NO EVENT WILL National Payment Corporation BE RESPONSIBLE FOR (A) ANY INCIDENTAL OR CONSEQUENTIAL LOSSES RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF NATIONAL PAYMENT CORPORATION'S DUTIES, OR (B) FOR ANY LOSS OR DAMAGE TO CUSTOMER, DIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, VARIOUS COURIER SERVICES, THE FEDERAL RESERVE BANK, THE AUTOMATED CLEARING HOUSE, THE BANKS WHICH CUSTOMER DEALS OR THE EMPLOYEES AGENTS OF SUCH BANKS, OR ANY FINANCIAL INSTITUTION WHICH RECEIVES OR ORIGINATES ENTRIES OR MAKES ELECTRONIC TRANSFERS.

6. Confidentiality. National Payment Corporation recognizes the importance of protecting the privacy of our customers' personal information. National Payment Corporation agrees to collect, retain and protect the personal information about our customers required to provide high level distribution services. National Payment Corporation maintains rigorous security standards and procedures regarding unauthorized access to customer information. National Payment Corporation provides information about customers personal information to third parties only when (a) the information is provided to complete a customer initiated transaction, (b) the customer requires it, (c) the disclosure is required by/or allowed by law, or (d) it is necessary to process transactions and provide our services. National Payment Corporation will not sell, resell, lease, or otherwise commercially exploit the customer's information to any third party.

7. Delays and Excuse From Performance. National Payment Corporation shall not be liable for any delay or other failure of performance caused by factors beyond the reasonable control of National Payment Corporation, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties. In the absence of any above conditions, National Payment Corporation hereby guarantees Doculivery website availability to be 98% or greater. National Payment Corporation will provide a 15% discount on Doculivery services for any billing period where website availability falls short of the 98% guarantee. This discount represents National Payment Corporation's entire liability with regard to the website availability guarantee.

8. Marketing Materials and Use of National Payment Corporation Marks. National Payment Corporation may provide Customer with marketing materials or forms containing the National Payment Corporation name, service mark, symbols, and logos associated therewith ("National Payment Corporation Marks") from time to time. Customer will use the National Payment Corporation Marks only in a manner and form approved by National Payment Corporation and solely in connection with solicitation of Payee participation in the automatic payment services to be provided hereunder. All title to and interest in the National Payment Corporation Marks remain with National Payment Corporation. Upon termination of this Agreement, for any reason, Customer shall have no further right to use the National Payment Corporation Marks.

9. Term and Termination. The term of this Agreement shall be for one year and subject for review and acceptance each year thereafter unless terminated as follows. Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, all rights and obligations hereunder shall cease except Customer's obligation (a) to pay the applicable fees and provide indemnification for any services performed by National Payment Corporation prior to the effective date of termination, and (b) to pay for any items returned subsequent to the effective date of termination. Upon termination, Customer should inform its bank not to honor book entry activity from National Payment Corporation (except for those obligations referred to in the preceding sentence).

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www.nationalpayment.com

Service Agreement

10. Disclaimer of Third Party Rights. The rights and obligations created by this Agreement apply solely to the parties hereto, except with respect to the indemnity provisions applicable to National Payment Corporation's processing financial institution(s). Neither National Payment Corporation nor Customer intends that any other third party, including Payees shall (i) benefit from the performance of the duties described herein, or (ii) acquire any cause of action or other claim against National Payment Corporation for non-performance of those duties.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the specific subject matter hereof. No modification of this Agreement shall be binding on National Payment Corporation unless such modification is in writing and signed by an authorized representative of National Payment Corporation.

12. Notices. Any notice required or allowed to be given under this Agreement shall be addressed to the other party at the address set forth on the second page or to such other address as either party may instruct the other party in writing.

13. Applicable Laws. This Agreement shall be construed in accordance with the laws of the State of Florida.

14. Assignability. This Agreement is non assignable by either party without first receiving the prior written consent of the other party.

15. Initial Review Period. Customer acknowledges that once their Doculivery website is made available, the initial two-week (ten business days) review period begins. During this time period, customer should review their website in its entirety and request any further modifications to avoid additional fees. At the end of the initial review period, the customer agrees to sign off on the initial release of their Doculivery website, and acknowledges that the billing cycle will begin at this time unless specified otherwise.

16. System Data. The customer shall provide National Payment Corporation with all data necessary to access and create the desired electronic documents ("System Data"), and shall make periodic checks to assure that the System Data is current and accurate at all times. National Payment Corporation assumes no responsibility or liability for the accuracy of System Data provided by the customer, or delays in service caused by incorrect System Data. Customer warrants to National Payment Corporation that all System Data delivered to National Payment Corporation by customer (a) will be in the proper format as specified during integration, (b) will contain true and accurate information, (c) will be fully authorized by customer, and (d) will be timely under the terms and provisions of this Agreement. National Payment Corporation has no responsibility to review such System Data in any manner, including accuracy, consistency, and conformity to prior System Data.

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www.nationalpayment.com

DOCULIVERY

Service Agreement

7 – Authorized Signatures

By signing this Doculivery Service Agreement you acknowledge, understand, and accept the terms of this Agreement outlined in sections one through seven of this document. The general terms and conditions applicable to your use of our Services are contained in this Service Agreement. Your access to, and use of our Services will be granted once this Doculivery Service Agreement has been filled out completely, approved by authorized signatures between the company named below and National Payment Corporation, and then fully processed, verified, and approved by National Payment Corporation. If you selected the Electronic Transfer option in section four, you authorize National Payment Corporation to process book entries to and from the bank account listed in section five for the collection of fees and charges for the purpose of making such transfers and any related corrections and adjustments. This Agreement constitutes the entire Agreement between the parties relating to the specific subject matter hereof. No modification of this Agreement shall be binding on National Payment Corporation unless such modification is in writing and signed by an authorized representative of National Payment Corporation. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process data and the ability of such systems and software to do so accurately.

Alachua County Board of County Commissioners

Company Name

RANDALL H. REID, COUNTY MANAGER

Randall Reid

Company Manager Name *(Please print.)*

County Manager

Company Manager Title

Company Manager Signature

10/7/10

Date

Steve Pereira

National Payment Manager Name *(Please print.)*

General Manager

National Payment Manager Title

National Payment Manager Signature

Date

In order for this Service Agreement to be processed by National Payment Corporation, please fax this entire Agreement to National Payment Corporation at: 813-221-8651.

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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www.nationalpayment.com

#7370

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 13, 2010

MEMORANDUM

To: Tom Webster, Housing Program Manager
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010 & Received by Contracts on October 11, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

JOHNSON CONSTRUCTION, INC., M.J.
First Amendment to the CDBG Neighborhood Stabilization Program
Property location: 250 SE 74th Street, Gainesville, FL.
Term: Notice to Proceed Date – 55 calendar days
Amount: $ 240.00 Increase Account: 203-6551-554.34-71
$12,193.00 Total

Please forward the document to the vendor and keep a copy for your file. Also attached is your encumbrance number. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
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Purchasing

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An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY			
ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notices to Proceed Amendments (3)		
DEPARTMENT:	RETURN TO	CONTACT: Tom Webster, Housing Programs Manager	
Growth Mgt.	Tom Webster	PHONE #: 352 337-6285	
DOCUMENT(S) REQUIRING ACTION:	NSP Notices to Preceed Amendments for 3 NSP Homes	AMOUNT: $11,802	

EXECUTIVE SUMMARY: Notices to Proceed (NTP) Amendments to construction agreements are necessary to complete needed repairs on three foreclosed homes, purchased by Alachua County, through the Neighborhood Stabilization Program. Adequate NSP funding is available for these NTP Amendments, which are being recommended by the NSP Consultant and Housing Staff.

BACKGROUND: Foreclosed homes were purchased by Alachua County through the Neighborhood Stabilization Program. Construction Agreements were entered into by Alachua County and contractors selected to make necessary repairs to these homes. NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated $2.9 million by the September 3, 2010 deadline. No utilities were turned on at the time of inspection as the foreclosed homes were not yet in Alachua County's possession at the time of inspection. As a result, staff anticipates that each of the twenty foreclosed homes purchased through NSP will have at least one request for a Notice to Proceed Amendment, to change the scope of work in the construction agreements. These construction contracts were initially signed by the County Manager.

Attached please find Notices to Proceed Amendments for the following three NSP homes:
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250 SE 74th Street: Front and side door locksets must be replaced to ensure security. Minor repairs to the well are also needed.

COUNTY MANAGER ITEM SUMMARY	
ISSUES: Timely approval of NTP Amendments for these construction amendments is necessary to allow contractors to complete needed repairs.	
ACTION	
Recommendation:	**County Manager approves and signs NTP Amendments**
BUDGETARY IMPACT	
Recommendation:	This recommendation has no adverse impact.
Funding Sources:	Neighborhood Stabilization Program
Associated Costs	$11,802
Account Code:	203-6550-554.34-71, 203-6551.554.34-71
ATTACHMENTS:	NTP Amendments for 608 NW 1st Street, 3150 NE 12th Street, and 250 SE 74th Street
SUGGESTED REFERENCE MATERIAL:	Construction Agreements for 608 NW 1st Street, 3150 NE 12th Street, and 250 SE 74th Street.

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
				RHR	10-7-10

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 1

NTP/Project 10DB-4X-03-11-01-F01

Contractor M.J. Johnson Construction, Inc.

Encumbrance # 101469

Contract Manager Tom Webster

Work Order Name # 250 SE 74th. ST Gainesville, FL 32641

Work Order Description: Replace front door lever set and replace deadbolt and lockset at side entrance (Keyed alike). Replace pressure gauge and redo fittings coming to pressure switch at well.

Deliverable(s): See above description

RECD GROWTH MGT
ALACHUA COUNTY
2010 SEP 16 PM 5:5

Original Work Order Price:	$11,953.00
Total of Prior Approved Changes	
Amount of this Change in Work Order Add (Deduct)	$240.00
New Work Order Price with Amendment:	$12,193.00

Original Completion Date October 1st, 2010

New Completion Date October 1st 2010

Approval as to form

Alachua County — Signature — Date 10-7-10

Contractor — Signature — Date 9-13-10

Attorney — Signature — Date 10-7-10

Consultant — Signature — Date 9/22/10

M.J. Johnson Construction, Inc.

PO Box 1055
Archer, FL 32618

Estimate

Date	Estimate #
9/10/2010	321

Name / Address
Department of Growth Management 10 SW 2nd Ave 3rd floor Gainesville, FL 32601

Project
Meridian (250 SE 7...

Description	Qty	Cost	Total
Replace front door leverset and replace deadbolt and lockset at side entrance (keyed alike).		130.00	130.00
Replace pressure gauge and redue fittings coming to pressure switch at well.		110.00	110.00
		Total	$240.00

#7415

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 13, 2010

MEMORANDUM

To: Rick Drummond
Assistant County Manager

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010 & Received in Contracts October 11, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

COLEMAN, T.C. & WALLACE, CALLIE
License Agreement for use of Alachua County Fairgrounds
Term: October 2, 2010 – October 3, 2010
Amount: $2,250.00 Facility Fee
$1,000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for TC Coleman/Callie Wallace use of the Alachua County Fairgrounds

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
CMO	Richard Drummond	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $3250.00** **$2250.00 Fee $1000.00 Deposit**

EXECUTIVE SUMMARY: TC Coleman/Callie Wallace are individual requesting to use the exhibition building, pole barn, grounds and parking lot for a custom car/truck show to be held on October 2-3, 2010 at the Alachua County Fairgrounds.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve TC Coleman/Callie Wallace use of the Alachua County Fairgrounds Exhibit Building, Pole Barn, and Grounds & Parking Lot for the custom car/truck show.

BUDGETARY IMPACT

Recommendation:	Approve License Agreement for TC Coleman/Callie Wallace use of the Alachua County Fairgrounds.
Funding Sources:	**Fairgrounds Management Fund 128**
Associated Costs	None.
Account Code:	128-4505-362-20-00 Leasing Fee
	128-0000-220-80-00 Deposit

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/28/10					10-7-10

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 30 day of October, 2009, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and TC Coleman/Collierwinds ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at PO Box 894217, Tampa, FL; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $2250.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

WITNESS:
Rhonda Baxter

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: Callie M Wallace
Print: Callie M Wallace
Title: Promoter

NOTARY
Dated this 30th day of October, 2009.
SWORN TO AND SUBSCRIBED BEFORE ME THIS 30th day of October, 2009, by
Florida Driver License · W420-113-73-523 who is personally known to me/ produced as identification.

Lisa M. Vaidyanathan
Notary Public, State of Florida at Large
My Commission expires:

LISA M. VAIDYANATHAN
Commission DD 711289
Expires October 17, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT TC Coleman/Callie Wallace **DATE** 30 Oct 09

ORGANIZATION/COMPANY Mini Madness, Inc ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS PO Box 894427 **CITY** Tampa

STATE FL **ZIP** 33689 **TELEPHONE** (941) 366-9123
(941) 961-7267

813. 478. 6136

EVENT DETAILS

Event Dates Oct 2-3, 2010 Event Type Custom Car/Truck Show

Please provide contact information for event details:
Name: Callie Wallace / TC Coleman
Phone Number: 941 961 7267 / 813 478 6136

Are you a non-profit? Yes ✓ No _____

Event Description (sufficient to determine the potential impact to the facility and security needs):
Custom Car/Truck Show

FACILITIES REQUESTED

_____ EXHIBITION BUILDING & PARKING LOT
✓ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes____	No ✓
Will the activity be open to the public?	Yes ✓	No____
Will admission be charged?	Yes ✓	No____

Will there be special equipment or use of any hazardous materials?	Yes____	No ✓

The number of participants that will attend 800 - 1000
The number of staff members that will be on hand 50

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$ 850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$ 700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

RENTAL AMOUNT

Facility Fee $ 2250.00 Deposit _____

Miscellaneous _____ Damage Deposit $ 1000.00

Total Rental $ 2250.00

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

    a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
    b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when

applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

CERTIFICATE OF INSURANCE		ISSUE DATE	9/20/2010
PRODUCER Hoskens Insurance Agency, Inc. P.O. Box 1179 Golden Rod, FL 32733	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
	COMPANIES AFFORDING COVERAGE		
	COMPANY LETTER	A	Nautilus Insurance Company
INSURED Mini Madness, Inc. 4930 Dranefield Road Lakeland, FL 33811	COMPANY LETTER	B	N/A
	COMPANY LETTER	C	N/A
	COMPANY LETTER	D	N/A
	COMPANY LETTER	E	N/A

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	BINDER ID	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	FRRSG-M	10/1/2010	10/4/2010	GENERAL AGGREGATE	2,000,000
					PRODUCTS-COM/OP AGG.	2,000,000
					PERSONAL & ADV. INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					DAMAGE PREM RENTED TO YOU	100,000
					MED EXPENSE (Any one person)	5,000
B	PERSONAL LIABILITY				COMBINDED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
C	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
D						
E	PROPERTY				BUILDING	
					CONTENTS	
					LOSS OF USE	

DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS
Generic - GL

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

SURPLUS LINES AGENT VIRGINIA C. PHILLIPS LICENSE# A206695

13577 FEATHERSOUND DRIVE PO BOX 17069 CLEARWATER, FLORIDA 33762

CERTIFICATE HOLDER	
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS C/O RISK MANAGEMENT PO BOX 1467 Gainesville, FL 32602	Should any of the above described policies be cancelled before the expiration date, the company shall endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives. AUTHORIZED SIGNATURE

60512

#7419

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 19, 2010

MEMORANDUM

To: Rick Drummond
Assistant County Manager

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010 & Received in Contracts October 12, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

ALACHUA COUNTY ROLLERS
License Agreement for use of Alachua County Fairgrounds
Term: November 20, 2010 – December 31, 2010
Amount: $1,025.00 Facility Fee
$ 750.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for Alachua County Rollers use of Alachua County Fairgrounds

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
CMO	Richard Drummond	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $ 1775.00 -Total** $475 practice $550 event $250 deposit per event

EXECUTIVE SUMMARY: The Alachua County Rollers is a for profit organization, requesting use of the exhibition building and parking lot for their weekly practices and bout at the Alachua County Fairgrounds.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve Alachua County Rollers' use of the Alachua County Fairgrounds Exhibit Building for weekly practices and bouts; execution of license agreement by County Manager

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Alachua County Rollers use of the Alachua County Fairgrounds

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: 128-4505-362-20-00 Leasing Fee

128-0000-220-80-00 Deposit

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RA 10/5/10		KB	RE	BHL	10-7-10

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 3rd day of September, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Alachua County Rollers ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at 1923 SW 42nd Dr. Apt C; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ 1025.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

WITNESS: Marlinda Bayken

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: _____

Print: Michel Moore

Title: President

NOTARY

Dated this 3 day of Sept., 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 3 day of Sept, 2010, by Michel Moore, who is personally known to me/ produced Drivers License as identification.

Deanne Williams

Notary Public, State of Florida at Large

My Commission expires:

DEANNE M. WILLIAMS
Commission # DD 850506
Expires January 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Michel Moore **DATE** 9/2/10

ORGANIZATION/COMPANY Alachua County Rollers ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS 1923 SW 42nd Dr Apt C **CITY** G-ville

STATE Fl **ZIP** 32607 **TELEPHONE** (352) 256 2887

EVENT DETAILS Practices, through 12/31/2010 added 10/5/10

Event Dates Nov 20th 2010 Event Type Bout

Please provide contact information for event details:
Name: Michel Moore
Phone Number: 352 256-2887

Are you a non-profit? Yes _____ No ✓

Event Description (sufficient to determine the potential impact to the facility and security needs):

Roller Derby Bout

Tax ID No. 27-2222642

FACILITIES REQUESTED

✓ EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes_____	No ✓
Will the activity be open to the public?	Yes ✓	No_____
Will admission be charged?	Yes ✓	No_____

Will there be special equipment
or use of any hazardous materials? Yes_____ No ✓

The number of participants that will attend ↓ 500
The number of staff members that will be on hand 5-50 (volunteers only)

RENTAL AMOUNT

Facility Fee $25 per practices $550.00 per event

Miscellaneous Ø

$Ø practices

Damage Deposit $250.00 per event

Total Rental 1025.00

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

   a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
   b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KB
USARO-2

DATE (MM/DD/YYYY)
02/12/10

PRODUCER
Loomis & LaPann, Inc.
PO Box 2158
18 Exchange Street
Glens Falls NY 12801
Phone: 518-792-6561 Fax: 518-792-3426

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

USA Roller Sports/ Derby
4730 South Street
Lincoln NE 68506

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	43924198-01	12/31/09	12/31/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ excluded $ 1000000 $ 5000000 $ 1000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COVERAGE PROVIDED AS RESPECTS THE SOLE NEGLIGENCE OF THE NAMED INSURED
EVENT: Roller Derby Bouts and Practices DATE OF EVENT: 2/12/10 - 12/31/10
LOCATION: Alachua County Fairgrounds

CERTIFICATE HOLDER

ALACHUA

Alachua County Fairgrounds
2400 NE 39th Ave
Gainsville FL 32609

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

USA ROLLER SPORTS/DERBY

Addendum to Liability Certificate
Lexington Insurance Company Issue Date: 2/12/10

USA ROLLER SPORTS/DERBY
PO BOX 6579
LINCOLN, NE 68506

ADDITIONAL INSURED(S): The following are added as Additional Insured(s) only as respects the sole negligence of the Named Insured.

Alachua County Board of County Commissioners

No other information as follows:

Company:	Lexington Insurance Company
Policy Period:	12/31/09 to 12/31/10
Policy Number:	43924198-01
Named Insured:	USA Roller Sports/Derby

USArollersports

OFFICIAL CLUB CHARTER

2010

This Charter certifies that the

ALACHUA COUNTY ROLLERS - FL325RD2

ALACHUA COUNTY FAIRGROUNDS
2900 NE 39TH AVENUE
GAINESVILLE, FL 32609

is a Roller Sports Club in good standing as authorized by USA Roller Sports (USARS), recognized by the United States Olympic Committee and the Federation Internationale de Roller Sports as the National Governing Body for Roller Sports.

CERTIFIED:

George J. Kolibaba

President, USA Roller Sports

FIRS
Federation Internationale de Roller Sports

EXPIRES: December 31st, 2010

UNITED STATES OLYMPIC COMMITTEE USA

#7422

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 19, 2010

MEMORANDUM

To: Lori Hiebert, Day Reporting Supervisor
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 14, 2010 & Received in Contracts October 18, 2010**

Attached please find a copy of the document referenced below which was signed by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

MERIDIAN BEHAVIORAL HEALTH CARE
Agreement for provision of Substance Abuse and Mental Health Service for the Day Reporting Program
Term: October 1, 2010 – September 30, 2011
(Option to renew for 1 additional 1-year period)
Amount: $ 16,500.00 Not To Exceed **Account: 001-3640-523.34-10**

Please forward the document to the vendor and keep a copy for your files. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement for Services with Meridian Behavioral Healthcare, Inc. for provision of substance abuse and mental health services for the Day Reporting Program.

DEPARTMENT:	**RETURN TO**	**CONTACT:**
Court Services/Day Reporting	Lori Hiebert	**PHONE** 337-6278

DOCUMENT(S) REQUIRING ACTION:	Agreement for Professional Services between Alachua County and Meridian Behavioral Healthcare, Inc.	**AMOUNT:** $16,500,00

EXECUTIVE SUMMARY: Meridian Behavioral Healthcare, Inc. is providing effective services for the Day Reportir Program. The attached contract is for Meridian Behavioral Healthcare, Inc. to continue providing intensive outpatient substanc abuse and mental health services through the 2010/11 fiscal year in an amount not to exceed $16,500.

BACKGROUND: The Day Reporting Program provides supervision and services for up to 120 defendants who wou otherwise remain incarcerated in the Alachua County jail. One component of the program is the provision of substance abus and mental health treatment services.

ISSUES: None

ACTION

ecommendation: Staff recommends that the Manager sign the agreement for continued services.

BUDGETARY IMPACT

Recommendation:	Continue services with Meridian Behavioral Healthcare, Inc. so that Day Reporting Program participants have continuity in supervision and treatment.
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-3640-523-34.10

ATTACHMENTS: Agreement for Professional Services

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
			RL	RHH	10/14/10

AGREEMENT

This agreement is entered into this October 1, 2010, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Meridian Behavioral Health Care, doing business at 4300 SW 13th Street, Gainesville, Florida 32608, hereinafter referred to as "Meridian" or "Contractor"

WITNESSETH:

WHEREAS, the County wishes to obtain behavioral health care services; and,

WHEREAS, the County has determined Meridian to be qualified to perform said behavioral health care services,

WHEREAS, Meridian is willing and able to perform such behavioral health care services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term - This agreement is effective for one (1) year, beginning 01 October, 2010 and continuing through 30 September, 2011 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for additional one (1) year periods at the same terms and specifications contained herein

2. Duties of Meridian - Meridian shall have and perform the following duties, obligations, and responsibilities to the County:

The Department of Court Services Day Reporting Program will refer individuals (clients) to Meridian to determine the need for and/or provide behavioral health care services. These services can include:

(1) Mental health and/or substance abuse evaluations will consist of interviews to identify the presence of a mental health problem. Each client referred will be evaluated to determine the client's need for therapy, the client's amenability for such therapy, and the type of therapy that might most effectively and efficiently meet the client's needs.

(2) Therapy services can include individual or group modalities. Individual therapy works best on focused problems whereas groups tend to be more productive in areas where peer confrontation and support are the most effective change agents. The therapy process is guided by a treatment plan that is developed with the client and uses information, provided by the client and collateral sources, during the evaluation process. Documentation of client attendance at therapy services shall be forwarded to Day Reporting staff via fax or email following the individual or group session. Progress reports for each client must be sent to Day Reporting staff at a minimum of two times per month.

(3) Psychiatric evaluation and the follow-up consultation is recommended when evaluation suggest that medication is either essential to, or an important adjunct to, therapy.

Each service to be provided must be pre-authorized by the Day Reporting Program Supervisor. The referral to Meridian will serve as the authorization for evaluations. Authorization for treatment or psychiatric services will be made only upon receipt by the Day Reporting staff of telephonic feedback from the Meridian staff conducting the evaluation.

Clients referred to Meridian for a mental health evaluation must sign a Release of Information provided by the Day Reporting staff allowing Meridian and Day Reporting personnel to exchange information about evaluation results, treatment progress, and treatment compliance and discharge status.

3. Method of Payment - For all services actually, timely and faithfully performed, Meridian will be paid as follows:

A. The total amount shall not exceed Sixteen thousand five hundred dollars

($16,500.00).

B. Meridian shall be paid one-hundred-fifty dollars ($150.00) per hour for mental health evaluations, sixty dollars ($60.00) per hour for individual therapy sessions, thirty dollars ($30.00) per hour for group therapy sessions, and one-hundred-twenty dollars ($120.00) per hour for psychiatric consultations and/or evaluations. Payment for substance abuse and methadone clinic services shall include one-hundred-fifty dollars ($150.00) for initial screenings and fifteen dollars ($15.00) per client day for Intensive Outpatient services, clinic visits, and other treatment groups. Any referrals to Meridian must be approved by the Day Reporting Program Supervisor prior to being made. Following a mental health evaluation, any treatment referrals must be approved by the Day Reporting Program Supervisor prior to services being provided by Meridian to ensure available funding for the treatment proposed. Substance abuse treatment may begin upon completion of the initial assessment. Services provided to clients who have Medicaid, who are eligible for any subsidized aid, or who have insurance that will cover such services, shall not be billed to the County. The County will not pay for any medication that may be prescribed as a course of treatment.

C. As a condition precedent for any payment, Meridian shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. Meridian's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. Meridian's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a designated Meridian official, which signature shall constitute Meridian's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement, that all obligations of Meridian covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Meridian that payment of any portion thereof should be withheld. Meridian shall submit invoices to the County at the following address:

Director
Department of Court Services
14 NE 1st Street
Gainesville, FL 32601

D. The County shall make payment to Meridian, for all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Meridian Behavioral Health Care
Access Center
4300 SW 13th St.
Gainesville, FL 32608

4. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to Meridian:

Day Reporting shall refer identified individuals (clients) for evaluation.

5. Personnel - Meridian shall assign only qualified personnel to perform any service required under this agreement.

6. Notice - Except as otherwise provided in this agreement, notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. For purposes of all notices, Contractor's and County representative are:

County: Jim Santangelo, Director
Department of Court Services
14 NE 1st Street
Gainesville, FL 32601

Meridian: Dr. Margarita Labarta, Ph.D.
Meridian Behavioral Health Care
Access Center
4300 SW 13th Street
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Buddy" Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
Attn: Contracts
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32607

7. Default and Termination - The failure of the Meridian to comply with any provision of this Contract will place the Meridian in default. Prior to terminating the Contract, the County will notify the Meridian in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Meridian seven (7) days to cure the default. The Court Services Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Meridian.

The County may also terminate the Contract without cause by providing written notice to the Meridian. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Meridian will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, reports, evaluations, summaries, and such other information and materials as may have been accumulated by the Meridian in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Meridian's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Meridian shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Meridian. The County will be the final authority as to the availability of funds. The County will pay the Meridian for all work completed prior to any notice of termination.

8. Project Records - For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Meridian shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Meridian's possession relating to the Agreement. Additionally, the Meridian shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this Agreement or license, Meridian may claim that some or all of Meridian's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Meridian in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Meridian shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Meridian as "Confidential Information" or "CI".

The County shall promptly notify the Meridian in writing of any request received by the County for disclosure of Meridian's Confidential Information and the Meridian may assert any exemption from disclosure available under applicable law or seek a protective order against

disclosure from a court of competent jurisdiction. Meridian shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Meridian shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Meridian's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Meridian shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Meridian releases County from claims or damages related to disclosure by County.

9. Laws & Regulations - Meridian will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Meridian is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Meridian is not familiar with, federal, state and local laws, ordinances, code rules and regulations, Meridian remains liable for any violation and all subsequent damages or fines.

10. Indemnification - The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The

contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

11. Health Insurance Portability and Accountability Act (HIPAA) – The County acknowledges that it is a covered component of a hybrid entity as provided by HIPAA. Meridian acknowledges that they are a covered entity under HIPAA. Meridian is acting as a business associate of the County. Both parties agree to the terms and conditions of Attachment A – Business Associate Agreement.

12. Insurance - Meridian will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment.

13. Assignment of Interest - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

14. Successors and Assigns - The County and Meridian each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

15. Independent Contractor - In the performance of this agreement, Meridian is acting in

the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Meridian is solely responsible for the means, method, technique, sequence, and procedure utilized by Meridian in the full performance of the agreement.

16. Collusion - By signing this agreement, Meridian declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

17. Conflict of Interest - Meridian warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Meridian shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

19. Severability - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

20. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

21. Governing Law and Venue - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

22. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

23. Amendments - The parties may amend this agreement only by mutual written

agreement of the parties.

24. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this agreement.

25. Construction - This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

26. Counterparts – This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

27. Entire Agreement - This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall H. Reid, County Manager

_____
Witness to Mr. Reid

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

MERIDIAN BEHAVIORAL HEALTH CARE

BY: _____

Margarita M. Labarta
PRINT/TYPE:

President / CEO
TITLE:

ATTEST:

BY: _____

Helen Viola
PRINT/TYPE:

Executive Secretary
TITLE:

ATTACHMENT A

ALACHUA COUNTY
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information ("Protected Health Information", or "PHI")obtained, created or maintained by certain entities, including healthcare TPAs (the "HIPAA Privacy Rule"); and

WHEREAS, the Meridian and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the County pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the HIPAA Privacy Rule requires that the County and the Meridian execute this Addendum in order to protect the privacy of PHI;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. **Use and Disclosure of PHI to Provide Services**. The Meridian will not use or further disclose PHI (as such term is defined in the HIPAA Privacy Rule) other than as permitted or required by the terms of the Services Agreement or as required by law. Except as otherwise provided in this document, the Meridian may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Addendum are prohibited.

2. **Additional Meridian Activities**. Except as otherwise provided in this Addendum, the Meridian may also:

   2.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Meridian, provided that such uses are permitted under state and federal confidentiality laws.

   2.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of the Meridian. Meridian represents to County that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Meridian will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the

PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Addendum, and that such person will notify the Meridian of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3 To bring together the County's PHI in Meridian's possession with the PHI of other covered entities that the Meridian has in its possession through its capacity as a Meridian to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the County with data analyses relating to its Healthcare Operations, as such term is defined in the HIPAA Privacy Rule. The Meridian will not disclose the PHI obtained from County to another covered entity without written authorization from the County.

2.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 42 C.F.R. § 164.514(b) and that Meridian maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Addendum.

3. **Meridian Covenants**. Meridian agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Addendum, the HIPAA Privacy Rule, and applicable State law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Addendum;

3.4 Report to the County any use or disclosure of the PHI not permitted by this Addendum within five (5) days of the Meridian becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of **Section 2.2**, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Meridian on behalf of the County agree to the same restrictions and conditions that apply to the Meridian with respect to the PHI;

3.6 Within ten (10) days of a request by County, report to County all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or

Payment, as such terms are defined in the HIPAA Privacy Rule. The report to the County shall identify: (i) the subject of the PHI (i.e., patient name or identifier), (ii) the PHI disclosed, and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. § 164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from County;

3.8 Comply with County policies and procedures with respect to the privacy and security of PHI and other County records, as well as policies and procedures with respect to access and use of County's equipment and facilities;

3.9 Provide the rights of access, amendment, and accounting as set forth in **Sections 5**, **6** and **7**.

4. **County Covenants**. The County agrees to notify the Meridian of material limitations to the consents or authorizations that have been obtained by the County from their patients, clients or employees and any other restrictions on the use or disclosure of PHI as agreed to by the County.

5. **Access to PHI**. Within five (5) days of a request by the County for access to PHI about a patient, client or employee contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule, the Meridian shall make available to the County, or the patient, client or employee to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from the Meridian, the Meridian shall, within five (5) days, forward such request to the County. Any denials of access to the PHI requested shall be the responsibility of the County.

6. **Amendment of PHI**. Within ten (10) days of receipt of a request from the County for the amendment of a patient's, client's or employee's PHI or a record contained in a Designated Record Set the Meridian shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that the County has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Meridian or others to the loss of the individual who is the subject of the PHI to be amended. The obligation in this **Section 6** shall apply only for so long as the PHI is maintained by Meridian in a Designated Record Set.

7. **Accounting for Disclosures of PHI**. Within thirty (30) days of notice by the County to the Meridian that it has received a request for an accounting of disclosures of PHI regarding an individual, the Meridian shall make available to the County such

information as is in the Meridian's possession and is required for the County to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Meridian, the Meridian shall, within five (5) days, forward the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested.

8. **Access to Books and Records Regarding PHI**. The Meridian will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Meridian on behalf of, the County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the County's compliance with the HIPAA Privacy Rule.

9. **Disposition of PHI upon Termination**. The Meridian will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Meridian on behalf of, the County which the Meridian and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Meridian will notify the County of such event in writing, and will therefore extend the protections of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. **Representations and Warranties**

10.1 Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Addendum and to perform its obligations described in this Addendum, and that the performance by it of its obligations under this Addendum have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that neither the execution of the Services Agreement, including this Addendum, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Addendum are or

shall be appropriately informed of the terms of this Addendum and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Addendum.

(d) That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Addendum.

11. **Term**. Unless otherwise terminated as provided in Section 12, this Addendum shall become effective on the Effective Date of the Services Agreement and shall have a term that shall run concurrently with that of the Services Agreement.

12. **Termination and Survival of Certain Provisions**

12.1 Generally. This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Addendum shall survive such expiration or termination, as provided herein.

12.2 Termination by the County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may immediately terminate this Addendum, the Services Agreement and any related agreements if the County makes the determination that the Meridian has breached a material term of this Addendum. Alternatively, and in the sole discretion of the County, the County may choose to provide the Meridian with written notice of the existence of the breach and provide the Meridian with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, the Meridian shall cure said breach to the satisfaction of the County within an additional fifteen (15) days. Failure by the Meridian to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the County. If termination is not feasible, County has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

12.3 Termination by the Meridian. If the Meridian determines that the County has breached a material term of this Addendum, then the Meridian shall provide the County with written notice of the existence of the breach and shall provide the County with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, the County shall cure said breach to the satisfaction of the Meridian within an additional fifteen (15) days. Failure by the County to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the Meridian.

Effect of Termination. Upon termination pursuant to Section 12, the Meridian agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e) (2) (I), if it is feasible to do so. Prior to doing so, the Meridian further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Meridian to return or destroy all PHI, the Meridian will notify the County in writing. Such notification shall include: (i) a statement that the Meridian has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. the Meridian further agrees to extend any and all protections, limitations and restrictions contained in this Addendum to the Late fees or interest on unpaid claims that are in accordance with the provisions of §218 Part VII, Florida Statutes (Local Government Prompt Pay Act" and the Alachua County Prompt Pay Procedures that are incurred due to actions of the County shall be paid by the Meridian and reimbursed by the County.

13. Meridian's use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible. If it is not feasible for the Meridian to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Meridian must provide a written explanation to the County and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Addendum to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

ATTACHMENT B

TYPE "A-Professional" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

PROFESSIONAL LIABILITY and ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability and Automobile Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional insured as respects**: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

III All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

#6019

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 19, 2010

MEMORANDUM

To: Robert Bailey, CHOICES Program
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 12, 2010 & Received in Contracts October 15, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Attached is a copy of the Green Sheet.

HELPING HANDS CLINIC, INC.
Fifth Amendment to the Agreement for Primary Care for the CHOICES Health Services Program
Term: October 1, 2010 - September 30, 2011
(Option to renew for two additional one-year periods)
Amount: $36,000.00 Not to Exceed Account: 010-2925-562.31-60

Please forward the document to the vendor and keep a copy for your files. *Please let me know when a requisition has been entered.* Thank you for your assistance.

Enclosures

Cc: F&A
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Fifth Amendment to Agreement between Alachua County and Helping Hands Clinic, Inc.		
DEPARTMENT: DCSS	RETURN TO: Elmira K. Warren	CONTACT: Robert Bailey	PHONE 264-6741
DOCUMENT(S) REQUIRING ACTION:	Amendment to Agreement	AMOUNT: **$36,000.00**	

EXECUTIVE SUMMARY:

Helping Hands Clinic, Inc. (HHC) will be responsible for providing certain specified heath care services to indigent and medically poor Alachua County residents. The clinic utilizes health care personnel who provide their services on a volunteer basis. On January 26, 2010, the Alachua County Board of County Commissioners (BoCC) approved for CHOICES Health Services to fund HHC $26,000.00, the amount originally funded through Community Agency Partnership Program (CAPP). In addition to the $26,000.00, HHC will receive its $10,000.00 funded annually by CHOICES under this Agreement, totaling $36,000.00. This Agreement is for the period of October 1, 2010 through September 30, 2011.

BACKGROUND:

The original agreement was signed on July 25, 2005. This is the fifth amendment to the agreement.

ISSUES:

Citizens will have less access to healthcare services if not approved.

ACTION

Recommendation:	Approve and Execute Amendment to Agreement

BUDGETARY IMPACT

Recommendation:	Sufficient monies will be collected to fund the CHOICES Health Services Program for FY11.
Funding Sources:	Indigent healthcare surtax proceeds
Associated Costs	$36,000.00
Account Code:	010-2925-562.31-60

Attachments:	Agreement (2 originals)
Suggested Reference Material:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
EKW 8/19/10		W			

FIFTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
HELPING HANDS CLINIC, INC.
FOR THE PROVISION OF HEALTH CARE SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 12th day of October A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Helping Hands Clinic, Inc. hereinafter referred to as "Helping Hands",

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated July 25, 2005, for the provision of health care services and entered into a First Amendment to the Agreement dated September 26, 2006 and a Second Amendment to the Agreement dated September 12, 2007; and a Third Amendment to the Agreement dated January 2, 2009, and a Fourth Amendment to the Agreement dated August 25, 2009, and;

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the July 27, 2005 agreement as follows:

A. Section 2, ***Scope of Services***, is deleted in its entirety to read:

Section 2 **Scope of Services**.

A. Services under this Amendment to the Agreement will be provided by Helping Hands Clinic. Helping Hands Clinic shall provide a broad range of health care services to medically poor or indigent populations who are demonstrably underserved as it relates to healthcare services and access to the same;
B. Helping Hands Clinic must collaborate with volunteer providers who are willing to provide healthcare services to underserved populations.
C. Ensure that all services identified and funded in this agreement are provided only to Alachua County Residents.
D. All healthcare services provided shall be provided in a good, substantial, and professional manner.

B. Section 4, ***Term***, is amended in its entirety to read:

Section 4 **Term**.

A. This Agreement will become effective on October 1, 2010 and shall continue

in full force and effect up to and including September 30, 2011, unless terminated as provided herein.

B. The County has the option to renew this Agreement for one (1) additional one-year terms under the same terms and conditions contained in the original agreement. Any renewal shall be by amendment of this Agreement in accord with Section (8) of this Agreement.
C. The current authorization for the surtax that provides the funding for CHOICES is Florida Statutes, Section 212.055(7) and Section 39.10 of the Alachua County Code.
D. In the event the State Statutes and/or local implementation ordinances related to CHOICES are repealed, this Agreement shall terminate on the effective date of such repeal.

C. Section 5, ***Compensation***, Paragraph ***A***, is amended in its entirety to read:

Section 5 **Compensation.**

A. The total not-to-exceed amount for this Agreement for the period beginning October 1, 2010 and ending September 30, 2011, is Thirty-Six Thousand Dollars ($36,000). All payments to be made to Helping Hands are included in the not-to-exceed amount.

Section 5, ***Compensation,*** Paragraph ***B,*** is deleted in its entirety to read:

Section 5 **Compensation.**

B. The County shall reimburse Helping Hands for a broad range of healthcare services rendered to indigent and medically poor Alachua County residents.

Section 5, ***Compensation***, Paragraph ***C,*** is amended in its entirety to read:

Section 5 **Compensation.**

C. The County will make one (1) advance payment in the amount of nine thousand dollars ($9,000) upon submission of an invoice by Helping Hands for the advance. Prior to the disbursement of the remaining twenty-seven dollars ($27,000.00), Helping Hands will provide invoices to the County in accordance with Section 5.D of the original Agreement that document the expenditure of the nine-thousand dollar ($9,000) advance payment. Thereafter, the County will reimburse Helping Hands for healthcare services in an amount not to exceed twenty-seven thousand dollars ($27,000.00) for the term of this Agreement. Helping Hands shall submit invoices to the County at least once per quarter, but no more frequently than once per month. If this Agreement should be terminated prior to September 30, 2011, any of the advance funding of nine thousand dollars ($9,000.00) that Helping Hands has not documented in a manner acceptable to the County shall be returned to the County.

D. Section 10, ***Reporting Requirements,*** Paragraph ***A,*** is amended in its entirety to read:

Section 10 **Reporting Requirements.**

A. Helping Hands will, at the request of the County, provide to the best of their abilities such reports as the County reasonably needs to assist the County in its planning, analyses, and other functions relating to the original Agreement. Quarterly invoices shall include reports showing the participation of volunteers or volunteer groups through the Program during the invoiced period. Monthly reporting showing day-by-day participation of various volunteers and clients served shall satisfy this report requirement.

E. This Fifth amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated July 27, 2005, as previously amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

J K Irby, Clerk

BY: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

HELPING HANDS CLINIC, INC.

By: _____
Randall J. Stacey, President

9-15-10
Date

Attest

By: Sandra McIntosh

Print/Type: Sandra McIntosh

Title: FUMC Administrative Asst.

FLORIDA DEPARTMENT OF HEALTH

VOLUNTEER HEALTH CARE PROVIDER PROGRAM

AGREEMENT BETWEEN THE HEALTH CARE PROVIDER AND THE DEPARTMENT OF HEALTH

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "department", and HELPING HANDS CLINIC, INC. hereinafter referred to as the "health care provider", for the purpose of improving access to health care for indigent residents by providing governmental protection to health care providers who offer free, quality health care services to underserved populations of the state. This contract is to ensure that health care professionals who provide such services as agents of the state are provided sovereign immunity while acting within the scope of duties pursuant to this contract and the requirements of the applicable health care practitioner laws and administrative rules.

I. THE HEALTH CARE PROVIDER AGREES:

A. It is a health care provider or provider which includes a birth center licensed under chapter 383; an ambulatory surgical center licensed under chapter 395; a hospital licensed under chapter 395; a physician or physician assistant licensed under chapter 458; an osteopathic physician or osteopathic physician assistant licensed under chapter 459; a chiropractic physician licensed under chapter 460; a podiatric physician licensed under chapter 461; a registered nurse, nurse midwife, licensed practical nurse, or advanced registered nurse practitioner licensed or registered under part I of chapter 464 or a facility which employs nurses licensed or registered under part I of chapter 464 to supply all or part of the care delivered under section 766.1115; a midwife licensed under chapter 467; a health maintenance organization certificated under part I of chapter 641; a health care professional association and its employees or a corporate medical group and its employees; any other medical facility the primary purpose of which is to deliver human medical diagnostic services or which delivers non-surgical human medical treatment, and which includes an office maintained by a provider; a dentist or dental hygienist licensed under chapter 466; any other health care professional, practitioner, provider or facility under contract with a governmental contractor, including a student enrolled in an accredited program that prepares the student for licensure as any one of the professionals listed in this paragraph; a free clinic that delivers only medical diagnostic services or non-surgical medical treatment free of charge to all low-income recipients; or any nonprofit corporation qualified as exempt from federal income taxation under s. 501(a) of the Internal Revenue Code, and described in s. 501(c) of the Internal Revenue Code, which delivers health care services provided by licensed professionals listed above, any federally funded community health center, and any volunteer corporation or volunteer health care provider that delivers health care services.

B. To furnish, without cost, health care services as described in this paragraph to low-income persons as defined in section 766.1115, Florida Statutes, and referred to the health care provider by the department or the department's agent. The health care services to be provided are:
To provide health care services to eligible Volunteer Health Care Provider Program clients referred by the department in any medical setting.

C. To permit the department, its agents and employees, access to the patient records of the low-income persons treated by the health care provider delivering services pursuant to this contract.

D. To report any adverse incidents, as defined in section 395.0197(5), Florida Statutes, and information on treatment outcomes to the department if such incidents and information pertain to a patient treated pursuant to the contract. Adverse incidents and treatment outcomes must be reported in writing, by certified United States mail, return receipt requested, to the Thomas Belcuore, M.S.M., Administrator, Alachua County Health Department, Post Office Box 1327, Gainesville, FL 32602-1327 within 15 calendar days of occurrence. The health care provider shall comply with all applicable reporting requirements as required by chapter 395, Florida Statutes, and his or her licensure law.

E. To accept all patients referred by the department. The department or its specifically designated agent will make patient selection and initial referral exclusively. All referred patients will present the health care provider with a completed Patient Referral Form, DH 1032. A provider may reject a non-emergency patient upon a clear showing the patient's required care is not within the area of expertise of the provider and the patient's health care cannot reasonably be met by the provider. The provider agrees not to reject a patient on the basis of race, creed, national origin, age, gender, or religion.

F. To obtain approval from the department prior to delivering any patient care, including any follow-up or hospital care. Such approval shall be evidenced by a completed Patient Referral Form, DH 1032. If emergency care is required, the patient need not be referred before receiving treatment, but must be referred within 48 hours after treatment is commenced or within 48 hours after the patient has the mental capacity to consent to treatment, whichever occurs later.

G. To be subject to supervision, regular inspection and monitoring by the department.

H. If the health care provider is a federally funded community health center, to post notice in a place conspicuous to all persons that the federally funded community health center is an agent of the department and that the exclusive remedy for injury or damage suffered as a result of any act or omission of the health care provider or any employee or agent thereof acting within the scope of duties pursuant to the contract is by commencement of an action pursuant to the provisions of section 768.28, Florida Statutes.

I. If the health care provider is acting as the department's specifically designated agent for determination of patient eligibility and referral as authorized by section 766.1115(10), Florida Statutes, or chapter 110, Florida Statutes, it shall:

1. Accept all patients referred by the department.

2. Not engage in activities, which would, if conducted under any federal health care program, constitute prohibited acts as outlined in 42 USCS § 1320a-7b.

3. Comply with department administrative code rules and instructions from department employees regarding determination and approval of patient eligibility and referral.

4. Require all employees and volunteers of the health care provider who will determine patient eligibility and referral to successfully complete training conducted by the department.

5. Maintain all records required in the administration of the patient eligibility and referral.

6. Allow the department access to records and employees and volunteers during business hours for purposes of review and oversight of the health care provider's acts in determining patient eligibility and referral.

II. THE DEPARTMENT AGREES:

A. To provide written notice to each patient, or the patient's legal representative, that the health care provider is an agent of the department and that the exclusive remedy for injury or damage suffered as a result of any act or omission of the health care provider or of any employee or agent thereof acting within the scope of duties pursuant to the contract is by commencement of an action pursuant to the provisions of section 768.28, Florida Statutes.

B. To submit any adverse incident reports to the Agency for Health Care Administration if an adverse incident involves a facility licensed by the Agency for Health Care Administration.

C. To not transfer any patients to the health care provider based on a violation of the antidumping provisions of the Omnibus Budget Reconciliation Act of 1989, the Omnibus Reconciliation Act of 1990, or chapter 395, Florida Statutes.

III. THE HEALTH CARE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE:

A. That the right of dismissal or termination of the health care provider delivering services pursuant to this contract is retained by the department. This contract is terminable at will by either party upon thirty days written notice.

B. That all patient health care records, adverse incident reports, and information on treatment outcomes which identify specific patients which are obtained by the department pursuant to this contract are confidential and exempt from the provisions of section 119.07(1), Florida Statutes.

C. That the total number of patients that may be referred under this contract shall not exceed NA.

D. That this contract becomes effective on the latest date below and shall remain in effect until terminated in writing by either party.

E. Health care services by the provider may be rendered in any public or private office, clinic, hospital, and other facilities located within the State of Florida. The health care provider's status as an agent of the state with sovereign immunity protection is not dependent on the physical location of the provision of health care services.

IN WITNESS THEREOF, the parties hereto have caused this three page contract to be executed by their undersigned officials as duly authorized.

HEALTH CARE PROVIDER	STATE OF FLORIDA, DEPARTMENT OF HEALTH
SIGNED BY: Randall Stacy, mgr	SIGNED BY: TK Belcuore
NAME: Randall J. Stacey	NAME: Thomas Belcuore, M.S.M.
TITLE: Director	TITLE: Administrator
ORGANIZATION: Helping Hands Clinic, Inc	OFFICE/UNIT: Alachua County Health Department
DATE: 3-23-06	DATE: 3/24/06
LICENSE # or FEI #: 593716775	

#6025

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 19, 2010

M E M O R A N D U M

To: Elmira Warren
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager**
October 14, 2010 & Received in Contracts October 18, 2010

Enclosed please find one original of the document referenced below which was signed by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your files.

MORING FUNERAL HOME
Third Amendment to the Agreement to provide Indigent Burial and Cremation Services
Term: September 1, 2010 – September 30, 2013
Amount: Rate Based Account: 001-2960-564.49-99
Bid #05-31Rebid

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosures

Cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**Third Amendment to the Agreement between Alachua County and Moring Funeral Home for Indigent Burial/Cremation Services**

DEPARTMENT	RETURN TO	CONTACT: Candie Nixon
COMMUNITY SUPPORT SERVICES	Elmira K Warren/ Cathie Whitney	(352) 264-6754

DOCUMENT(S) REQUIRING ACTION:	**Third Amendment to the Agreement between Alachua County and Moring Funeral Home**	AMOUNT: Rate Based

EXECUTIVE SUMMARY: **The Third Amendment to the Agreement between Alachua County and Moring Funeral Home commencing October 1, 2010.**

BACKGROUND:
Pursuant to Florida State Statute 406.50, the County is mandated to provide burial or cremation services to decedents who have expired in Alachua County and who are unclaimed or who must be buried or cremated at public expense. The County has adopted a "Cremation Preference Policy" that will result in reducing expenditures for decedents who expire in Alachua County and must be buried at public expense. The County's policy is to cremate all decedents excluding unidentified persons and unclaimed bodies.

The exception to this policy is family objection. If a family objects to cremation and is willing to contribute to the funeral costs by paying the difference between the burial and cremation, the County would accommodate these families by paying the cremation subsidy only. The County cost will be limited to $300 for infants and $550 for adults. The County will not assume responsibility for payments or payment arrangements beyond the maximum payment of $550.

ISSUES: **Florida State Statute 406.50 mandates that Alachua County provide for indigent burial/cremation services to those who expire in Alachua County and are unclaimed and/or indigent at public expense.**

ACTION

Recommendation: **Approve and sign the Third Amendment to the Letter of Agreement between Alachua County and Moring Funeral Home.**

BUDGETARY IMPACT

Recommendation:	**Approve: Funding allocated in the FY 10/11 Budget for this service**
Funding Sources:	**General Fund**
Associated Costs	**Rate Based**
Account Code:	**001-2960-564.49-99**

Attachments:	**Agreement (2 copies)**
Suggested Reference Material:	**NA**

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9-14-10		JM			10/14/10

THIRD AMENDMENT TO AGREEMENT
BETWEEN
ALACHUA COUNTY
AND MORING FUNERAL HOME

This Third Amendment to the Agreement is entered into this 14th day of October, 2010 by and between Moring Funeral Home, Inc; hereinafter called" Moring Funeral Home" and Alachua County, a Charter County and Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "County".

WITNESSETH:

Whereas, the parties entered into an agreement dated September 1, 2005 for the provision of direct burial or cremation of indigent person who die within the confines of Alachua County, and a First Amendment dated September 24, 2008 and a Second Amendment dated January 18, 2010; and,

Whereas, the parties wish to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties here to do mutually agree as follows:

A. Section 1, ***Term*** of the original agreement is amended in its entirety to read:

1. **TERM**- This agreement is effective beginning on Octo er 1, 2010 and continuing through September 30, 2013 unless earlier terminated as proved herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. This Third Amendment to the Agreement shall take effect upon expiration of the Agreement currently in effect at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement dated September 1, 2005, as amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____ _____
Witness to Mr. Reid Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____

Print: JON C. THOMAS

Title: CEO

MORING FUNERAL HOME, INC.

By: Badger D. Moring

Print: BADGER D. MORING, LFD

Title: Director in Charge

#7421

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 19, 2010

MEMORANDUM

To: Lori Hiebert, Day Reporting Supervisor
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 14, 2010 & Received In Contracts October 18, 2010**

Attached please find a copy of the document referenced below which was signed by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

CREATIVE COUNSELING SERVICES OF GAINESVILLE, INC.
Agreement for the provision of Batters Intervention (BIP), Anger Management, and Mental Health Services for the Day Reporting Program
Term: October 1, 2010 - September 30, 2011
Amount: $18,000.00 (not to exceed) Account: 001-3640-523.34-10

Please forward the document to the vendor and keep a copy for your file. Attached is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement for Services with Creative Counseling Services of Gainesville, Inc. for the provision of Batterers Intervention (BIP), Anger Management and Mental Health Services for the Day Reporting Program.

DEPARTMENT:	RETURN TO	CONTACT:
Court Services/Day Reporting	Lori Hiebert	PHONE 337-6278

DOCUMENT(S) REQUIRING ACTION:	Agreement for Professional Services between Alachua County and Creative Counseling Services, Inc.	AMOUNT: $18,000

EXECUTIVE SUMMARY: Creative Counseling Services of Gainesville, Inc. is providing effective services for the Day Reporting Program. The attached contract for Professional Services continues the services provided by Creative Counseling Services of Gainesville, Inc. to the Day Reporting Program for FY 10/11 in an amount not to exceed $18,000.

BACKGROUND: The Day Reporting Program provides supervision and services for up to one hundred twenty (120) defendants who would otherwise remain incarcerated in the Alachua County jail. The program provides Batterers Intervention (BIP), Anger Management and Mental Health services for participants.

ISSUES: None

ACTION

Recommendation: Staff recommends that the Manager sign the agreement for continued services.

BUDGETARY IMPACT

Recommendation:	Continue services with Creative Counseling Services of Gainesville, Inc. so that Day Reporting Program participants have continuity in supervision and treatment.
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-3640-523-34.10

ATTACHMENTS: Agreement for Professional Services

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					10/7/10

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this first day of October, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Creative Counseling Services of Gainesville, Inc. doing business at 4001 Newberry Road, Suite E-4, Gainesville, FL 32607, hereinafter referred to as "CCS" or "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide professional Batterers intervention, anger management, and mental health services; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for 1 year(s) beginning October 1, 2010 and continuing through September 30, 2011 unless earlier terminated as provided herein.

2. **Duties of the Contractor**. The Contractor shall have and perform the duties, obligations, and responsibilities to the County as provide in Attachment A, Scope of Services.

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

   3.1. The Contractor is a professional qualified to perform the services described.

   3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

   4.1. CCS shall be paid for the services listed in Attachment A in the amounts listed. Total compensation shall not exceed eighteen thousand ($18,000.00) for a contract year.

   4.2. As a condition precedent for any payment, CCS shall submit monthly an invoice to the County requesting payment for services properly rendered and expense due in accordance with the pricing schedule outlined in Attachment A. Invoices shall be submitted on a regular monthly basis with units of services listed by participant ID number, thus facilitating a means of cross referencing with participant files for audit purposes. CCS invoices shall be accompanied by such documentation or data in support

of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the CCS Executive Officer, or designee, which signature shall certify that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement, that all obligations of CCS covered by prior invoices have been paid in full, that funds are to be used for a public purpose in accordance with Florida Statutes, that services requested for have not been (or will not be) submitted to another agency for reimbursement or payment, and that the amount requested is currently due and owing, there being no reason known to CCS that payment of any portion thereof should be withheld.

4.3. CCS shall submit a monthly invoice to:

Director of Court Services
14 E 1st Street
Gainesville, FL 32601

4.4. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

John Butch Jones
Creative Counseling Services of Gainesville, Inc.
4001 Newberry Road, Suite E - 4
Gainesville, FL 32607

4.5 No additional expenses will be reimbursed under this agreement.

5. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor: Provide referrals and client information required by CCS

6. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County: Jim Santangelo, Acting Director
Department of Court Services
14 NE 1st Street
Gainesville, FL 32601

CCS: John Butch Jones
Creative Counseling Services of Gainesville, Inc.
4001 Newberry Road, Suite E - 4
Gainesville, FL 32607

A copy of any notice, request or approval to the County must also be sent to:

J. K. "Buddy " Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and

Office of Management and Budget
Attn: Contracts/Grants
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

7. Default and Termination.

7.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Court Services Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

7.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

7.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

8. Project Records.

8.1. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of

Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

8.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

8.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

8.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

9. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment B.

10. **Health Insurance Portably and Accountability Act (HIPAA).** The County acknowledges that it's Court Services Department, Day Reporting division is a covered component of a hybrid entity as provided by HIPAA. CCS acknowledges that they are a covered entity under HIPAA. CCS is acting as a business associate of the County. Both parties agree to the terms and conditions of Attachment C – Business Associate Agreement.

11. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. **Laws & Regulations**. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. **Indemnification**.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

17. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

18. **Conflict of Interest**. The Contractor warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

26. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

27. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

28. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

_____
Witness to Mr. Reid

CREATIVE COUNSELING SERVICES OF GAINESVILLE, INC

By: _____
Print: John E. Jones
Title: President / LMHC

.ATTEST (By Corporate Officer)
By: _____
Print: _____
Title: _____

ATTACHMENT A: SCOPE OF SERVICES - To agreement between Alachua County and Creative Counseling Services, Inc.

Creative Counseling Services of Gainesville, Inc. (CCS), will provide the following services to the Alachua County Department of Court Services Day Reporting Program (Alachua County).

Course Topic:	Batterers Intervention Program (BIP) as defined in Florida Statute 741.325(8).
Duration of Class:	26 weeks or duration of contract (includes assessment and orientation)
Length of Class:	1.5 hours
Size of Class:	Not to exceed 18 participants

Scope of Services and Fee's:

Individual assessment:	($40.00)
Orientation session:	($25.00 individual or $75.00 for groups of three or more. All attempts will be made to hold sessions with three or more participants whenever possible)
Administrative costs:	($25.00 per participant. Includes reports, victim contact, etc.)
Class session (includes anger management):	$75.00 per 1.5 hour session for up to 15 participants)
Mental Health Overlay	($60.00 per hour)
Alternative class site	($15.00 per individual per class when participant goes to CCS site)

Department of Corrections fee (if applicable): $30.00 per participant

Alternate site fee (one time per year) $36.00

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **EMPLOYEE FIDELITY COVERAGE**.

Employee Dishonesty coverage must be afforded for not less than $500,000 Blanket all employees ISO Form A.

VI. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VII. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

ATTACHMENT C
ALACHUA COUNTY
ADDENDUM
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Addendum to the agreement between Alachua County (County) and Meridian Behavioral Healthcare, Inc, A Florida Non-profit Corporation (Professional)

WITNESSETH:

Whereas, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "HIPAA Privacy Rule"); and

Whereas, Professional and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the County pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

Whereas, the HIPAA Privacy Rule requires that the County include assurance with affected entities in order to protect the privacy of individually identifiable health information maintained by the County ("Protected Health Information", or "PHI");

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. **Use and Disclosure of PHI to Provide Services**. The Professional will not use or further disclose PHI (as such term is defined in the HIPAA Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Professional may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Addendum are prohibited.

2. **Additional Professional Activities**. Except as otherwise provided in this Addendum, the Professional may also:

   2.1. Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Professional, provided that such uses are permitted under state and federal confidentiality laws.

   2.2. Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of the Professional. Professional represents to County that (i) any disclosure it makes will

be permitted under applicable laws, and (ii) the Professional will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Addendum, and that such person will notify the Professional of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3. To bring together the County's PHI in Professional's possession with the PHI of other covered entities that the Professional has in its possession through its capacity as a Professional to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the County with data analyses relating to its Healthcare Operations, as such term is defined in the HIPAA Privacy Rule. The Professional will not disclose the PHI obtained from County to another covered entity without written authorization from the County.

2.4. De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 42 C.F.R. § 164.514(b) and that Professional maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Addendum.

3. **Professional Covenants**. Professional agrees to:

3.1. Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

3.2. Not to use or further disclose PHI except as permitted under this Addendum, the HIPAA Privacy Rule, and applicable State law, each as amended from time to time;

3.3. Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Addendum;

3.4. Report to the County any use or disclosure of the PHI not permitted by this Addendum within five (5) days of the Professional becoming aware of such use or disclosure;

3.5. In conjunction with the requirements of **Section 2.2**, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Professional on behalf of the County agree to the same restrictions and conditions that apply to the Professional with respect to the PHI;

3.6. Within ten (10) days of a request by County, report to County all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the HIPAA Privacy Rule. The report to the

County shall identify: (i) the subject of the PHI (i.e., patient name or identifier), (ii) the PHI disclosed, and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. § 164.528;

3.7. Maintain the integrity of any PHI transmitted by or received from County;

3.8. Comply with County policies and procedures with respect to the privacy and security of PHI and other County records, as well as policies and procedures with respect to access and use of County's equipment and facilities;

3.9. Provide the rights of access, amendment, and accounting as set forth in this addendum.

4. **County Covenants**. The County agrees to notify Professional of material limitations to the consents or authorizations that have been obtained by the County from their patients, clients or employees and any other restrictions on the use or disclosure of PHI as agreed to by the County.

5. **Access to PHI**. Within five (5) days of a request by the County for access to PHI about a patient, client or employee contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule, the Professional shall make available to the County, or the patient, client or employee to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from the Professional, the Professional shall, within five (5) days, forward such request to the County. Any denials of access to the PHI requested shall be the responsibility of the County.

6. **Amendment of PHI**. Within ten (10) days of receipt of a request from the County for the amendment of a patient's, client's or employee's PHI or a record contained in a Designated Record Set the Professional shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that the County has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Professional or others to the loss of the individual who is the subject of the PHI to be amended. The obligation in this **Section 6** shall apply only for so long as the PHI is maintained by Professional in a Designated Record Set.

7. **Accounting for Disclosures of PHI**. Within thirty (30) days of notice by the County to the Professional that it has received a request for an accounting of disclosures of PHI regarding an individual, the Professional shall make available to the County such information as is in the Professional's possession and is required for the County to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Professional, the Professional shall, within five (5) days, forward the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested.

8. **Access to Books and Records Regarding PHI**. The Professional will make its internal

practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Professional on behalf of, the County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the County's compliance with the HIPAA Privacy Rule.

9. **Disposition of PHI Upon Termination**. The Professional will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Professional on behalf of, the County which the Professional and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Professional will notify the County of such event in writing, and will therefore extend the protections of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. **Representations and Warranties**

10.1. Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Addendum and to perform its obligations described in this Addendum, and that the performance by it of its obligations under this Addendum have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that neither the execution of the Services Agreement, including this Addendum, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Addendum are or shall be appropriately informed of the terms of this Addendum and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Addendum.

(d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Addendum.

11. **Term**. Unless otherwise terminated as provided in Section 12, this Addendum shall become effective on the Effective Date of the Service Agreement and shall have a term that

shall run concurrently with that of the Services Agreement.

12. **Termination**

12.1. Generally. This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Addendum shall survive such expiration or termination, as provided herein.

12.2. Termination by the County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may immediately terminate this Addendum, the Services Agreement and any related agreements if the County makes the determination that Professional has breached a material term of this Addendum. Alternatively, and in the sole discretion of the County, the County may choose to provide Professional with written notice of the existence of the breach and provide Professional with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Professional shall cure said breach to the satisfaction of the County within an additional fifteen (15) days. Failure by Professional to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the County. If termination is not feasible, County has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

12.3. Termination by the Professional. If Professional determines that the County has breached a material term of this Addendum, then the Professional shall provide the County with written notice of the existence of the breach and shall provide the County with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, the County shall cure said breach to the satisfaction of the Professional within an additional fifteen (15) days. Failure by the County to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the Professional.

13. **Effect of Termination**. Upon termination pursuant to Section 12, Professional agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Professional further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Professional to return or destroy all PHI, the Professional will notify the County in writing. Such notification shall include: (i) a statement that the Professional has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. Professional further agrees to extend any and all protections, limitations and restrictions contained in this Addendum to the Professional's use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible. If it is not feasible for the Professional to obtain from a subcontractor or agent any PHI in the possession of the

subcontractor or agent, the Professional must provide a written explanation to the County and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Addendum to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

#7420

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA — *Director*
John D. Johnson — *Grants/Contracts Administrator*

October 19, 2010

MEMORANDUM

To: David Flagler, Animal Services
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants & Contracts Approved by the County Manager on October 12, 2010 & Received in Contracts October 15, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

SCHAEDEL, KAREN E., D.V.M.
Agreement for Veterinarian Services
Term: October 12, 2010 – September 30, 2011
(Option to renew for additional 1-year periods)
Amount: Rate Based **Account: 001-2500-562.34-99**

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosures

cc: F&A
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement for veterinary services for Alachua County Animal Shelter		
DEPARTMENT: PW/Animal Services	**RETURN TO** David R. Flagler	**CONTACT:** David R. Flagler **PHONE** 264-3890	
DOCUMENT(S) REQUIRING ACTION:	Agreement between, Alachua County and Karen E. Schaedel, D.V.M. for veterinary services for Alachua County Animal Shelter	**AMOUNT:**	$40/hr, NTE $50,000 annually

EXECUTIVE SUMMARY: Agreement providing for veterinary services to examine, treat, vaccinate and sterilize animals received at and adopted through the animal shelter when the County's Veterinarian is on leave. This Agreement is for the provision of these services until the services are no longer required.

BACKGROUND: Alachua County Animal Services receives approximately 7,500 companion animals each year at the animal shelter. Most of these animals are stray animals without owners that require basic medical examination and treatment during the time that they are sheltered. It is the goal of Animal Services to provide the necessary care of these animals and to attempt placement of the animals into new homes.

ISSUES: Cost of services provide under this agreement will not exceed $50,000 per year.

ACTION

Recommendation: Approve and sign the Agreement with Dr. ~~Draper~~ Schaedel for veterinary services for the Alachua County Animal Shelter.

BUDGETARY IMPACT

Recommendation:	The funding for this position will be taken from the salary of the Veterinarian position for Animal Services.
Funding Sources:	General Fund
Associated Costs	Medical supplies, pharmaceuticals, anesthetics are already budgeted.
Account Code:	001-2500-562.34-99

ATTACHMENTS: Agreement between Alachua County and Karen E.Schaedel, DVM.

SUGGESTED REFERENCE MATERIAL: N.

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
10-4-10					

VETERINARIAN SERVICES AGREEMENT BETWEEN KAREN E. SCHAEDEL, D.V.M AND ALACHUA COUNTY

This Agreement is entered into this 12th day of Oct., 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Karen E. Schaedel, D.V.M., hereinafter referred to as "Veterinarian";

WITNESSETH

Whereas, the County desires to employ the Veterinarian to provide services for veterinary services for animals at the Alachua County Animal Shelter on an as needed basis; and,

Whereas, the Veterinarian is licensed to practice veterinary medicine in the State of Florida;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective on the date executed by both parties and continues until September 30, 2011 Unless earlier terminated as provide herein. This Agreement may be amended at the option of the County for additional one (1) year terms at the terms and conditions contained in this Agreement.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Veterinarian makes the following express representations to the County:

   2.1. The Veterinarian is a Doctor of Veterinary Medicine licensed to practice in the State of Florida;

   2.2. The Veterinarian shall maintain all necessary licenses, permits or other authorizations necessary to act as a Veterinarian while providing services for County;

   2.3. The Veterinarian has become familiar with the requirements, site and the local conditions under services are to be provided;

   2.4. The Veterinarian shall provide all services by this Agreement in a manner consistent with standard of the profession.

3. **Duties of the Veterinarian**. The Veterinarian shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment A.**

4. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Veterinarian:

   4.1. Provide shared office space for the Veterarian's use while working at the AlachauAlachua Couty Animal Shelter Drugs, equipment, and necessary supplies.

   4.2. Drugs that are listed as controlled or scheduled by the DEA are to be locked away. Generally, the only person with access to those drugs will be the Veterinarian.

   4.3. If medication is necessary for the capture of fractious animals and/or the euthanasia of an animal, and the Veterinarian is not available, the Director of Animal Services will have access to the latter drugs on an emergency basis only.

   4.4. Any controlled/scheduled drugs ordered under the Vterinarin's DEA licesne will be reconciled by the Veterinarian on a weekly basis with the controlled drug log. If there is any discrepancy, the Veterinarian reserves the right to secure any controlled/scheduled medications ordered with their DEA registration and disallow use by any other party.

   4.5. The County agrees to order supplies deemed necessary by the Veterinarian within medical reason providing funding is available.

   4.6. Processing of the necessary paper work on each animal treated at the facility.

   4.7. Provide appropriately trained support personnel to assist with surgical, diagnostic, and treatment procedures. Though the personnel will be overseen and utilized on a day-to-day basis by the Veterinarian as he/she see fit, this personnel will be hired and managed by the County.

5. **Method of Payment**. For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Veterinarian shall be paid in accordance with this section.

   5.1. The Veterinarian shall be paid for those services required by this Agreement not to exceed an hourly rate of forty dollars ($40.00), rounded up to the nearest quarter of an hour

   5.2. No additional reimbursable expenses will be paid under this Agreement.

   5.3. If the Veterinarian's duties, obligations and responsibilities are materially changed through no fault of the Veterinarian after execution of this Agreement, additional compensation shall be paid as may be mutually agreed to my amendment to this Agreement:

5.4. As a condition precedent for any payment, the Veterinarian shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly. The Veterinarian's invoice shall describe the service rendered, the dates thereof, the time expended, if billed by hour, and the person(s) rendering such service. The Veterinarian's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Veterinarian's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Veterinarian that payment of any portion thereof should be withheld.. The Veterinarian shall submit invoices to the County at the following address:

Alachua County Animal Services
Accounts Payable
3400 NE 53rd Avenue
Gainesville, Florida 32609

5.5. In the event that the County becomes credibly informed that any representations of the Veterinarian relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Veterinarian until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. The County shall make payment to the Veterinarian, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Karen E. Schaedel, DVM
4025 SW 18th Street
Gainesville, Florida 32608

6. **Personnel**.

6.1. The Veterinarian will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
Karen E. Schaedel	Veterinarian]

7. **Notice**. Except as otherwise provided in this Agreement, any notice of termination or default

from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Veterinarian's and County representative are:

County David R. Flagler, Director
Alachua County Animal Services
3400 NE 53rd Avenue
Gainesville, Florida 32609

Veterinarian: Karen E. Schaedel, DVM
10927 SW 24th Avenue
Gainesville, Florida 32607

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. Default and Termination.

8.1. The failure of the Veterinarian to comply with any provision of this Agreement will place the Veterinarian in default. Prior to terminating the Agreement, the County will notify the Veterinarian in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Veterinarian seven (7) days to cure the default. The Animal Services Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Veterinarian.

8.2. The County or may also terminate the Agreement without cause by providing written notice to the Veterinarian. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Veterinarian will immediately discontinue all services. In the event of such termination for convenience, Veterinarian recovery against County shall be limited to that portion of the Agreement amount earned

through the date of termination, but Veterinarian shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. The Veterinarian may terminate this Agreement at any time by giving thirty (30) days written notice to the County. The Veterinarian shall be paid the contracted rate provide in this Agreement for any services provide and work performed prior to the specified date fop termination.

8.4. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Veterinarian. The County will be the final authority as to the availability of funds. The County will pay the Veterinarian for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Veterinarian shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Veterinarian's possession relating to this Agreement. Additionally, the Veterinarian shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Veterinarian may claim that some or all of Veterinarian's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Veterinarian in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Veterinarian shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Veterinarian as "Confidential Information" or

"CI".

9.4. The County shall promptly notify the Veterinarian in writing of any request received by the County for disclosure of Veterinarian's Confidential Information and the Veterinarian may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Veterinarian shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Veterinarian shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Veterinarian's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Veterinarian shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Veterinarian releases County from claims or damages related to disclosure by County.

10. **Insurance**. The Veterinarian will procure and maintain insurance throughout the entire term of this Agreement as provided below.

10.1. The Veterinarian shall provide and maintain, at her own expense during the term of this agreement, a policy or policies of professional liability insurance. Coverage must be afforded, under an "occurrence" form policy or "claims made" form in limits not less than $300,000.00. It is required that Professional Liability Insurance coverage be provided for all acts and omissions of the Veterinarian that occur during the term of this agreement and shall insure against any and all claims which may arise out of or in connection with the performance of any services pursuant to this agreement. If this coverage is written on a claims made form, proof of extended reporting period coverage is required. Said professional liability insurance shall be in full force and effect for the entire duration of this agreement, including any extensions or renewals thereof.

10.2. The Veterinarian shall provide the County with a certificate of insurance or photocopy of the active insurance policyupon execution of this agreement.

11. **Permits.** The Veterinarian will obtain and pay for all necessary licenses required for the Veterinarian to practice and provide the services required under this Agreement

12. **Laws & Regulations**. The Veterinarian will comply with all laws, ordinances, regulations, and requirements applicable to provision of services under this Agreement. The Veterinarian is presumed to be familiar with all state and local laws, ordinances, rules and regulations that may in any way affect the work outlined in this Agreement. If the Veterinarian is not familiar with state and local laws, ordinances, rules and regulations, the Veterinarian remains liable for any violation and all subsequent damages or fines.

13. **Indemnification**

13.1. To the maximum extent permitted by Florida law, the Veterinarian shall defend, indemnify and hold harmless the County and it's officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Veterinarian or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Veterinarian or anyone employed or utilized by the Veterinarian in the performance of this Agreement.

13.2. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Veterinarian, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Veterinarian. The Veterinarian's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable stature of limitations.

13.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Veterinarian.

13.4. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Standard of Care**. The services of the Veterinarian shall be performed with the skill and care which would be exercised by a qualified Veterinarian performing similar services at the time and place such services are performed. The Veterinarian shall be responsible for any failure by the Veterinarian to meet these standards.

15. **Assignment of Interest**. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

16. **Successors and Assigns**. The County and Veterinarian each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

17. **Independent Contractor**. In the performance of this Agreement, the Veterinarian is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Veterinarian is solely responsible for the means, method, technique, sequence, and procedure utilized by the Veterinarian in the full performance of the Agreement.

As an independent contractor, Veterinarian shall not be responsible for the means, methods, techniques, sequences, and procedures utilized by any other independent contractor or person/persons otherwise employed by the County, unless specifically under the direct supervision of the Veterinarian and the Veterinarian's directives are executed faithfully.

18. **Collusion**. By signing this Agreement, the Veterinarian declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, Veterinarians or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest**. The Veterinarian warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Veterinarian shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Prohibition Against Contingent Fees**. As required by §287.055(6), Florida Statutes, the Veterinarian warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Veterinarian to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Veterinarian any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

22. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

23. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

24. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

25. **Attachments** . All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

26. **Amendments** . The parties may amend this Agreement only by mutual written agreement of the parties.

27. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

28. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

29. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

30. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Witness to Mr. Reid

_____
Alachua County Attorney's Office

KAREN E. SCHAEDEL D.V.M.

By: _____

Print: Karen Schaedel

Title: Veterinarian

STATE OF FLORIDA
COUNTY OF ALACHUA
The foregoing instrument was acknowledged before me this day of , 2010), by (name of person acknowledging).

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

ATTACHMENT A: SCOPE OF SERVICES

The Veterinarian hereby agrees to perform in a good and professional manner, all veterinary duties and services assigned by the County as enumerated below only when present at the facility and scheduled to work. The services may only be amended, extended, or modified by written amendment to this Agreement

Unless subsequently modified, the Veterinarian will perform only the following services:

a. Perform surgical procedure in accordance with §823.15, Florida Statutes and its successors, to sterilize each male cat, female cat, male dog, female dog. In addition, neutering procedure will include the requirement to sterilize puppies and kittens as young as six (6) weeks of age. Surgery will be done only if the Veterinarian deems the animal is healthy enough.

b. Decapitation of rabies suspect animals when the Veterinarian is present and scheduled to work.

c. Diagnosis or treatment of sick or injured animals received at the facility is at the sole discretion of the Veterinarian. No animal in the Alachua County Animal Shelter will be medically treated (or the existing medical treatment altered) in any way without approval by a veterinarian who has a valid medical relationship with the patient and who is employed by or under contract to the County. The above notwithstanding, The County reserves the right, at its discretion and liability to stop treatment and require euthanasia on any animal at any time.

d. Follow-up treatment on animals with complications relating to surgery when the Veterinarian is present and scheduled to work.

e. Perform health evaluation and other routine veterinary services on animals received at the facility when the Veterinarian is present and scheduled to work.

f. Testify or provide litigation assistance to the County. The Veterinarian will be compensated at the hourly rate provided in this Agreement for any time spent in preparation and in court.

g. Perform any other veterinary-related duties and services as required by the County, by law, or regulation for the continued provision of veterinary care for animals at the facility when scheduled to work in the facility, or when the Veterinarian voluntarily agrees to work on an emergency basis. Except as provide above, the Veterinarian shall make the final determination as to any medical treatment or surgical procedure necessary to be performed on any animal in the Alachua County Animal Shelter h. The schedule of working days/hours will be decided jointly by the County and the Veterinarian on a continuing basis. The schedule will be provided not less than 2 weeks in advance of the working period. At his/her discretion, the Veterinarian may make him/herself available above and beyond the written schedule. In cases of a conflict is scheduling, the County and the Veterinarian will work to reach a mutually agreeable resolution.

#6523

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 19, 2010

MEMORANDUM

To: Wade Gillingham, Risk Manager
Administrative Services

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 12, 2010 & Received in Contracts October 15, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

ALACHUA COUNTY HEALTH DEPARTMENT
Second Amendment to the Agreement for Healthy Alachua: Worksite Wellness Program
Term: October 1, 2010 – October 15, 2010
Amount: N/A **Account: N/A**

Please forward the document to the vendor and keep a copy for your files.
Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Second Amendment to Worksite Wellness Contract		
DEPARTMENT:	RETURN TO	CONTACT:	Wade Gillingham
Admin. Services	Wade Gillingham	PHONE	374-5297
DOCUMENT(S) REQUIRING ACTION:	Amendment to Contract	AMOUNT:	$0

EXECUTIVE SUMMARY:

Amending term of contract to extend two weeks until 10/15/10 allowing Health Dept. to expend existing supplies and contract funds.

BACKGROUND: The contract with the Health Department for Healthy Alachua: Worksite Wellness was terminated on 9/30/10 due to budget considerations. The Health Dept. was un able to deplete existing supplies and fund balance by 9/30. They requested we extend the current contract an additional two weeks to allow for expenditure of unused program funds.

ISSUES: Continuation of current contract for an additional two weeks to allow the Health Dept. to expend contract funds.

ACTION

Recommendation: Approve and sign contract extension

BUDGETARY IMPACT

Recommendation: None

Funding Sources:

Associated Costs None

Account Code:

ATTACHMENTS: Second Amendment to contract

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE

SECOND AMENDMENT TO AGREEMENT
BETWEEN
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE ALACHUA COUNTY HEALTH DEPARTMENT
FOR
HEALTHY ALACHUA: WORKSITE WELLNESS PROGRAM

THIS SECOND AMENDMENT "Second Amendment" to the Agreement effective December 1, 2006 by and between ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its affiliates, (hereinafter referred to as "COUNTY", and the Alachua County health Department, a subdivision of the State of Florida, referred to herein as the "ACHD".

WHEREAS, the parties hereto previously entered into an agreement dated December 1, 2006 and a First Amendment dated October 1, 2009 for services of a wellness consultant to assist in the organization, implementation, and maintenance of the County's worksite wellness and educational programs for employees of Alachua County; and

WHEREAS, the parties wish to amend the agreement:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the December 1, 2006 agreement as follows:

Section 1. Term.

a. This agreement shall be in effect beginning October 1, 2010 and shall continue through October 15, 2010.

Save and except as expressly amended herein, all other terms and provisions of the original agreement between the parties dated December 12, 2006, and the First Amendment dated October 1, 2009, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: _____

County Manager

APPROVED AS TO FORM:

_____

Alachua County Attorney's Office

ACHD

By _____

Print Name Jean Munden, M.P.A., M.P.H.

Title Administrator

#7418

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 19, 2010

MEMORANDUM

To: Steve Lachnicht
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 8, 2010 & Received in Contracts October 12, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

HAWTHORNE, CITY OF
Agreement for Planning Services
Term: October 1, 2010 – September 30, 2011
Amount: $ 27,500.00 Revenue **Account:** **001-6500-337.10-40**

Please forward this document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: OMB
Finance & Accounting

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Interlocal Agreement with the City of Hawthorne to provide Professional Planning Services		
DEPARTMENT:	RETURN TO	CONTACT:	Steve Lachnicht
Growth Management	Steve Lachnicht	PHONE	X5249
DOCUMENT(S) REQUIRING ACTION:	Interlocal Agreement with City of Hawthorne	AMOUNT:	$27,500

EXECUTIVE SUMMARY:

This is an Interlocal Agreement with the City of Hawthorne to provide Professional Planning Services. The agreement runs from October 1, 2010 through June 1, 2010 and includes payments from the City to the County of $27,500. This interlocal includes services provided by the Growth Management department on items such as rezoning, comprehensive plan amendments, and representation at public hearings. The Agreement was signed by the Mayor and City Manager for the City of Hawthorne at the City Commission's public hearing on September 21, 2010.

BACKGROUND:

As part of the FY10 budgeting process, the Growth Management Department identified several Alternative Futures. One of these was the provision of Professional Planning Services to other jurisdictions. This item is the first agreement to come out of efforts driven by that Alternative Future. This interlocal builds on the experience of County staff over the last 4 months working with the City of Hawthorne.

The Department has worked diligently to identify an appropriate Scope of Services that will support the City of Hawthorne for general planning services and the development of their Evaluation and Appraisal Report, while ensuring that the County does not create conflict of interest on items such as annexations and Developments of Regional Impact. The proposal includes 4 hours weekly of a planner having office hours at the City of Hawthorne City Hall, as well as representation at one Planning and Zoning Board public hearing, and one City Commission public hearing each month. The agreement also provides for the possibility of additional services at an hourly rate.

ISSUES: Utilization of Staff for Planning Services in the City of Hawthorne

ACTION

Recommendation: Staff recommends the County Manager sign the Interlocal Agreement with the City of Hawthorne to provide Professional Planning Services, as identified in the Scope of Services

BUDGETARY IMPACT

Recommendation: Accept revenue from the Interlocal Agreement

Funding Sources: City of Hawthorne

Associated Costs: None Anticipated

Account Code: 001-6500-337.10.40

ATTACHMENTS:	Signed Interlocal Agreement with Scope of Services
SUGGESTED REFERENCE MATERIAL:	Fiscal Year 2010 Alternative Future 59 – Consulting Services

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					10-8-10

AGREEMENT BETWEEN

THE CITY OF HAWTHORNE AND ALACHUA COUNTY FOR

PLANNING SERVICES

THIS AGREEMENT is made and entered into this 21 day of September, 2010, by and between the City of Hawthorne (CITY), a municipal corporation organized under the laws of the State of Florida, and Alachua County (COUNTY), a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners.

WITNESSETH

WHEREAS, the COUNTY and the CITY are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the CITY is required under Chapter 163 of the statutes of the State of Florida to provide local planning services; and

WHEREAS, the CITY desires assistance from the COUNTY with providing these services for its citizens; and

WHEREAS, the COUNTY is willing to assist the CITY by providing Professional Planning Services on behalf of the CITY;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

The CITY and COUNTY agree to the Scope of Services contained in Attachment "A".

2. METHOD OF COMPENSATION

Compensation payable by the CITY to the COUNTY for the Professional Planning Services under this Agreement shall be a fee of $27,500.00 for the project period of October 1, 2010, through September 30, 2011.

The COUNTY shall invoice the CITY monthly beginning on October 1, 2010.

Additional work shall be billed in accordance with Attachment "A"

Payment for all sums properly invoiced and due shall be made in accordance with the provisions of §218 Part VII, Florida Statutes ("Local Government Prompt Payment Act")

3. RETENTION OF RECORDS

The parties shall maintain all records and financial documents for a minimum period of five years from the date of the final financial statement, performed or as required by Chapter 119, Florida Statutes

(Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater Additionally, said records shall be made available, upon request by either party, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

4. TERM

This Agreement shall be in effect for the period of October 1, 2010, through September 30, 2011 unless earlier terminated as provide herein.

5. CANCELLATION

Either party may cancel and terminate this Agreement at any time by thirty (30) days written notice of intention to terminate being delivered to the other party. In such event, the COUNTY shall be required to remit to the CITY any prorata amount of compensation owed effective as of the date of cancellation..

6. MODIFICATIONS

No modification, addition, or deletion to this Agreement shall be effective unless made in writing and properly executed by the parties hereto.

7. LIABILITY

Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

8. NOTICE

Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, CITY and COUNTY representatives are:

County: Director of Growth Management
10 SW 2nd Avenue
Gainesville, Florida 32601

City: City Manager
P.O. Box 1270
Hawthorne, Florida 32640

A copy of any notice, request, or approval to the County must also be sent to:

J.K. "Buddy" Irby
Clerk of the Court
Post Office Box 939
Gainesville, Florida 32602
Attention: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

Attn: Contracts

9. ASSIGNMENT OF INTEREST

Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

10. SUCCESSORS AND ASSIGNS

The COUNTY and CITY each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

11. INDEPENDENT CONTRACTOR

In the performance of this Agreement, the County is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the CITY. The COUNTY is solely responsible for the means, method, technique, sequence, and procedure utilized by the COUNTY in the full performance of the Agreement.

12. THIRD PARTY BENEFICIARIES

This Agreement does not create any relationship with, or any rights in favor of, any third party.

13. SEVERABILITY

If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

14. NON WAIVER

The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non compliance.

15. GOVERNING LAW AND VENUE

This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

16. ATTACHMENTS

All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

17. AMENDMENTS

The parties may amend this Agreement only by mutual written agreement of the parties.

18. CONSTRUCTION

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

20. COUNTERPARTS

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

21. RECORDING OF AGREEMENT

The COUNTY, upon execution of this Agreement by all parties, shall record this

Interlocal Agreement in the public records of Alachua County, Florida

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed on the date first above-written.

CITY OF HAWTHORNE

By: _____
Eleanor "Kit" Randall, Mayor

Date: 9-21-2010

Attest: _____
Edward F. Smyth, Jr., City Manager

ALACHUA COUNTY

By: _____
Randall H. Reid, County Manager

Date: 10/08/10

Witness: _____

APPROVED AS TO FORM

By: _____
Attorney for City of Hawthorne

APPROVED AS TO FORM

By: _____
Alachua County Attorney

ATTACHMENT "A"

SCOPE OF SERVICES

1. RESPONSIBILITIES OF ALACHUA COUNTY

a. On-going Professional Planning Services

This part of the Scope of Services identifies those activities that are considered normal day-to-day operations of any municipal planning and zoning office.

i. Provide a professional planner to answer general questions from the Public, City Commission, and other Staff members about land use and zoning issues. This shall include having a planner available by phone when no planner is available at City Hall, as described in b. below.

ii. Provide a professional planner for 4 hours each week to work in the City of Hawthorne's City Hall to provide a local presence during normal business hours.

iii. Provide a professional planner at up to one Planning and Zoning Board Public Hearing and one City Commission Public Hearing each month, as necessary. Additional representation at Public Hearings may be provided on an hourly basis as described below.

iv. Process and review the following privately-initiated applications as identified in the City's Land Development Regulations: comprehensive plan amendments; rezonings; special exceptions; special permits; site and development plans; variances; certificates of land development regulation compliance; amendments to the land development regulations; and other related applications, as necessary. This includes review of applications, working with applicants as necessary, preparation of Staff Reports, presentation to Planning and Zoning Board (or Board of Adjustment), preparation of resolutions or ordinances, as appropriate; presentation to City Commission, and follow-up tasks necessary to complete item. This item will not include processing and review of annexations or any newly submitted Developments of Regional Impact (DRI). A request for DRI review may be made by the City and the County will provide an estimate of cost generally based upon the standard hourly rates.

v. Additional City-initiated applications may be requested by the City of Hawthorne. Alachua County shall provide an estimate of the cost of work required to complete the request. These additional services shall generally be based on the standard hourly rate, as described below.

b. Evaluation and Appraisal Report (EAR)

This part of the Scope of Services identifies those specific tasks to be accomplished as the City of Hawthorne continues the EAR process, with an eye on adopting and transmitting to the Department of Community Affairs for the Due Date of December 1, 2010.

i. Utilize comments prepared by the Department of Community Affairs to revise the Draft Evaluation and Appraisal Report.

ii. Conduct a single adoption hearing with the City Commission to discuss and receive input on the EAR. This public hearing will likely be a regular meeting in November 2010.

iii. Revise the EAR based upon comments from the City Commission Public Hearing in b. above.

iv. No later than December 11, 2010, transmit the final EAR to the Department of Community Affairs.

v. On or about February 15, 2011, provide clarification to the Department of Community Affairs on Preliminary Comments provided to the City.

vi. Once the EAR is found sufficient by the Department of Community Affairs, begin work on EAR-based amendments t the City's Comprehensive Plan with a goal of adoption on or about December 1, 2011.

2. RESPONSIBILITIES OF THE CITY OF HAWTHORNE

a. Provide access to the City's existing Geographic Information Services data to be used in support of the services provided by Alachua County.

b. Payment of costs for all printing and duplication of documents for dissemination to the City's Planning and Zoning Board and City Commission, as well as copies to be made available to the public.

c. Payment for advertising of public hearings and meetings associated with services provided by Alachua County as part of this contract.

d. Payment of postage as may be required in support of the services to be provided by Alachua County.

e. Provision of administrative support services to facilitate execution of contract services by Alachua County, such as: direction of planning inquiries to appropriate County staff; informing Alachua County staff of required meetings and associated deadlines; accepting applications and fees for privately-initiated applications; and tasks of a similar nature.

f. The City of Hawthorne will pay Alachua County a lump sum fee of **$27,500.00** for the services identified in II, above. The City agrees to pay in standard monthly increments of 1/12 of the total amount.

g. The City agrees that any work requested above that outlined in **a.**, above, shall be compensated at the standard hourly rate of **$50.00,** or as otherwise estimated and agreed upon by the City and County.

#7428

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 21, 2010

MEMORANDUM

To: Ron Akins
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet for your files.

FAYE COLE JOHNSON, TRUSTEE
Lease Agreement for space located at 6520 NW 18th Drive, Gainesville
Term: October 1, 2010– September 30, 2012
(Option to renew for 5 additional 1-year periods)
Amount: $3,000.00 per month Account: 001-1814-525.44-10

Please forward the document to the vendor and keep a copy for your files. Also attached is your encumbrance number. Thank you for your assistance.

Enclosures

cc: File
F&A
Purchasing

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Alachua County Health Department Interlocal Agreement and Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for leased space @ 6520 NW 18th Drive, Gainesville FL.

DEPARTMENT:	RETURN TO	CONTACT: Charlie R. Jackson
Admin. Services/Facilities	Charlie R. Jackson	PHONE 374.5229

DOCUMENT(S) REQUIRING ACTION:	Interlocal Agreement and the Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for leased space @ 6520 NW 18th Drive, Gainesville, FL	AMOUNT: $3,000 monthly $36,000.00 annually

EXECUTIVE SUMMARY: Approve the Interlocal Agreement between the Alachua County Health Department and the Alachua County Board of County Commissioners and the Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for leased space @ 6520 NW 18th Drive, Gainesville, FL. An interlocal agreement has been established to allow the Alachua County Health Department to reimburse the Alachua County Board of County Commissioners for the cost of the lease and utilities.

BACKGROUND: The lease for the 3800 North Main St. building will be terminated September 30, 2010. Paul Meyers, Assistant Director of the Alachua County Health Department has requested assistance with finding lease space for the cots, shelter materials, and other emergency supplies that were housed in the 3800 North Main St. facility.

ISSUES: The Alachua County Health Department will reimburse the County for the cost of the lease and the associated utilities. This is a 2 year lease agreement.

ACTION

Recommendation: Approve the Interlocal Agreement between the Alachua County Health Department and the Alachua County Board of County Commissioners and the Lease Agreement between Alachua County Board of County Commissioners and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust for leased space @ 6520 NW 18th Drive, Gainesville, FL.

BUDGETARY IMPACT

Recommendation:	Approve the Interlocal Agreement and the Lease Agreement.
Funding Sources:	No budgetary affects
Associated Costs	Utility Charges
Account Code:	001-1814-525.44-10

Attachments:	Interlocal Agreement and Lease Agreement
Suggested Reference Material:	

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					9-7-10

LEASE

This Lease Agreement made and entered into this 7th day of Oct, 2010; by and between Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust, dated September 21, 2004, hereinafter referred to as "Landlord," and Alachua County, Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant":

WITNESSETH;

1) The Landlord has leased, let & rented to the Tenant and office space, designated herein as the Premises, consisting of approximately 6000 Square feet , Suite B , located in Gainesville and identified as: 6520 NW 18th Drive 32653 (Lot 22 Northwest Industrial Park Unit no. 3, as per plat thereof as recorded in Plat Book "L", page 31) and as shown in attached **Exhibit 1.** Special conditions to this lease are attached as **Addendum A.**

2) **TERM AND RENEWAL**:

a) The Tenant is to have and hold the above-described premises for the full and complete term and period of Two Years beginning October 1, 2010 and expiring at 11:59 p.m. on September 30, 2012, unless terminated earlier as provided herein.

b) Provided Tenant is *not* in default of the Terms of this Lease, Tenant shall have the option to extend said Lease for up to five additional one year periods, commencing on October 1, 2012. In order to exercise said option, Tenant must give to Landlord prior written notice via certified mail receipt requested, at least ninety (90) days prior to the option date or said option shall become null and void. Commencing on the first year of the option period rent shall be increased by five percent (5%). Each year thereafter the annual rent shall be increased by the Consumer Price Index for all Urban customers (CPI-U). The CPI-U shall be the increase from the July the previous year to the July of the increase year. The increase shall be no more than 5% annually, and the rent shall never decrease from the prior year's rent. All rent payments are to be paid in equal monthly payments. All other terms and conditions of this Lease shall remain the same during the option period.

3) **RENT AND CHARGES FOR SALES TAX:**

a) Tenant does hereby agree to pay to Landlord as rent for and said warehouse space during the above first described term of the Lease monthly rental payments of Three Thousand and 00/100ths ($3,000) payable in advance on the **fifteenth** day of each month. Tenant certifies that, as a government entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-06-024077-53C. The payment for the first month shall be paid within 10 business days of when the Lease is signed.

b) Payments shall be considered received when received by Landlord at **3225 NW 13th Street, Gainesville, FL 32609**, or at such address the Landlord shall notify Tenant in writing from time to time.

c) The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

4) **CONDITION:** Take possession of the leased premises by Tenant shall be conclusive evidence that Tenant accepts same "as is" and that the leased premises are in good and satisfactory condition at the time such possession was taken. Tenant and Landlord shall inspect the premises together prior to such possession noting in writing any existing damage or condition for which Tenant will not be responsible.

5) **SECURITY DEPOSIT:** The security deposit of ____None____ shall be paid to Landlord when this Lease is signed. Upon termination of the Lease and surrender of premises with all keys by Tenant the security deposit shall be returned to the Tenant provided Landlord may hold the security refunded and rental yet due and payable, cost of repairing or replacing any damage to the premises, and costs of cleaning premises if Tenant fails to do so adequately prior to surrender of premises; further, the security deposit is refundable only if the Tenant has fulfilled, kept, observed and performed all the covenants, conditions, or agreement of the Lease with any remainder refunded to the Tenant promptly thereafter.

6) **LATE CHARGE:** Payments shall be made in accordance with Chapter 218, Florida Statutes (the Florida Prompt Payment Act).

7) **LANDLORD'S COVENANTS**: The landlord hereby covenants and agrees as follows:

a) To cooperate with the Tenant in the enjoyment and peaceful possession of the premises during the aforesaid term;

b) To maintain the building's structural components, exterior roof, landscaping approach walkways, grounds, and Landlord's share of joint maintenance of the parking area;

c) To provide Tenant access to the premises 24 hours a day, 365 days a year.

d) To provide and make repairs to the electrical and plumbing equipment and other building systems due to normal life failures;

e) To respond promptly to investigate any notice from Tenant of deficiency in the premises and to correct those prescribed within scope of this Lease;

f) To notify Tenant from time to time of any change in the Monthly Installment attribute to provisions described herein.

g) The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V. Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision,

maintenance, and repair of any existing, installed fire protection equipment necessary to conform to city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes. Landlord is not responsible for the updating of the facility to meet current codes, since the structure is not new construction. In particular ADA compliance. Building is leased in as-is condition.

h) That it owns the premises in fee- simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.

i) The Landlord shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises.

8) **TENANT'S COVENANT:** The Tenant hereby covenants and agrees as follows:

a) To pay the rent water-sewerage and waste removal/recycling charges when and as the same come due;

b) To be responsible for keeping the interior of the premises and property improvements situated therein in good condition, including without limitation repairs of damage due to misuse or accident, if caused by Tenant, to all heating-A/C, electrical and plumbing equipment/systems, hardware, cabinetry, wall/ceiling surfaces, doors, changing light bulbs, windows and blinds, normal wear and tear excepted. Tenant shall replace all damaged glass in windows/doors/mirrors. Landlord shall have the right to demand any such repairs or replacement to the foregoing if required, which it deems necessary and, if Tenant refuses, to begin and complete the same with reasonable diligence. Landlord may cause such repairs to begin and complete the same with reasonable diligence. Landlord may cause such repairs to be made, for which purpose Landlord and Landlord's agents shall have full access to the premises. Tenant shall, on written demand, pay Landlord promptly the cost of making such repairs/replacements.

c) Light bulbs

d) Zoning compliance form, if required.

e) To surrender the premises and all keys upon expiration of termination of the lease in clean condition and good repair, normal wear and tear expected, provided, however, all alterations, additions, and improvements permanently attached and made by the Tenant (except moveable furniture, equipment, inventory and supplies) shall become and remain property of the Landlord upon termination of Tenant's occupancy of the premises.

f) To pay all utility expenses including but not limited to: electric, water, sewer, refuse and recycling and services for the leased premises.

g) To use said premises in a careful and proper manner for the expressed purpose of operating a storage warehouse and to commit or permit no waste or damages to said premises, and not to conduct or permit to be conducted on said premises and business nor commit or permit any act which is a nuisance or which may be contrary to or in violation of any federal, state or local law or ordinance;

h) Tenant is self insured in accordance with the provisions of section 768.28, F.S. and can provide a certificate of self insurance upon request.

i) To be responsible for its own contents and any insuring thereof.

j) Tenant shall be solely responsible for the negligent or wrongful acts of its employees. Nothing contained herein shall constitute a waiver by Tenant of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.

k) To permit Landlord to put upon the leased premises a notice stating the premises are for the lease for the sixty (60) days preceding expiration of this lease, and not to remove same, and to permit Landlord to show the premises to prospective tenants upon request.

9) **UNTENANTABILITY**. In the event that the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the leased premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.

10) **RIGHT OF ENTRY**: Landlord, its agents employees and independent contractors shall have the right to enter the premises during reasonable hours with prior notice to Tenant, when possible to inspect and examine same to make repairs, additions, alterations, and improvements as Landlord deems necessary or desirable or to exhibit the premises to prospective tenants or purchasers. Tenant waives any claim and cause of action against Landlord or its agents by reason of loss or interruption to Tenant's business.

11) **ALTERATIONS**: Tenant shall not have the right to make any alterations or additions to premises without prior written consent of Landlord, and in such event said alterations or additions shall be made at Tenant's expense and at the termination of the Lease become property of the Landlord, unless Tenant chooses to remove the improvements and return the Premises to the pre-improvement condition..

12) **ASSIGNMENT**: Tenant shall not have the right to assign this Lease without prior written consent of the Landlord in each instance. Assignee shall become liable to Landlord for all obligations hereunder, without in any way relieving Tenant's liability hereunder.

13) **SUBLET**: Tenant may sublease the Premises to the State Department of Health without obtaining any additional permissions. Also, Tenant may sublet a part of the premises with Landlord's prior written approval, which shall not be unreasonably withheld. In any subletting of part of the premises Tenant shall not

be relieved of any obligation or provision of this lease, and any subtenant shall have no right whatsoever beyond the right of the Tenant under this lease.

14) **SIGNS**: With prior written approval of Landlord Tenant may at its own cost and expense install a panel with its name/trademark/logo on the glass door; Tenant shall first submit to Landlord a drawing or sketch representative of said sign(s) noting size, material, colors, proposed location, and content of language and logo/trademark for Landlord to consider.

15) **DEFAULT AND TERMINATION**. If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the parties may have.

Notwithstanding the foregoing provisions, it is expressly agreed that this Agreement is contingent upon the availability of funds lawfully appropriated by the Tenant and, in the event funds to finance this lease become unavailable, the Tenant may terminate this lease upon no less than twenty-four (24) hours' notice, written and delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Tenant shall be the sole and final authority as to the availability of funds. In the event of termination hereunder rent shall be prorated so that the Tenant shall be responsible for payment of rent up to and including the month in which the Tenant vacates the premises.

16) **NON-COMPLIANCE**: Upon failure to do so or otherwise to comply fully with each and every covenant and provision of the lease, the Tenant shall immediately become, at the option of the Landlord, a Tenant of sufferance, and the Landlord shall have all rights legal and equitable to which is entitled under law or in addition, at its option, have the right to terminate said Lease as void and seek to relet the same or other Tenant, for the account of Tenant, using reasonable diligence, and hold Tenant responsible for the deficiency in rent between contract rent stated herein and the amount, if any, received from such other tenant.

17) **ADDRESSES FOR NOTICE**: All notices or demands of any kind that Landlord or Tenant may be required or may desire to serve upon the other may be served in person or by Certified Mail at the following addresses:

Tenant:

Facilities Manager, 105 SE 1st Avenue, Suite 2B, Gainesville, FL 32605

a copy of all notices should also be sent to:

J.K. Irby, Clerk, Attn: F&A

P.O. Box 939
Gainesville, FL 32602

and

Office of Management and Budget, Attn. Contracts
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601

Landlord: Faye Johnson
3225 NW 13th Street
Gainesville, FL 32609

18) **SUBORDINATION:** This Lease and all rights of the Tenant hereunder shall be subject to and subordinate to the right of any mortgage holder ever having security interest in the property.

19) **INDIVIDUAL LEASE**: The terms of this lease are based in part on the individual needs of the Tenant, and there is no relation between this lease and the terms of lease of any other tenant in this building group.

20) **HOLDING OVER**: No holding over after the expiration date of the term shall be considered a renewal or extension of this lease unless written approval of such holding over and definite agreement to such effect is signed by Landlord and shall be considered a day to day tenancy at a rental of two times the daily rates of the maximum monthly payment provided herein.

21) **CAPTIONS**: Caption and paragraph headings are for convenient reference and are not part of this lease.

22) **SEVERABILITY**: The enforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

23) **SUCCESSORS**: This lease and all of the terms and conditions contained herein shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, executors, administrators, and successors and assigns.

24) **DISPUTE RESOLUTION.** Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this lease or relating to any change orders or other changes or addendums to this contract. If a dispute develops between the parties to this lease, the parties will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this lease or addendums to this lease. The parties shall utilize a mutually agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under section 44.102, Florida Statutes. Both parties shall share the cost of the dispute resolution process

equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

25) **CUMULATIVE REMEDIES.** All of the rights, powers, and privileges conferred by this lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.

24) **ENTIRE AGREEMENT**: The Lease constitutes the entire agreement between the parties. No subsequent alteration, amendment, or addition shall be binding upon Landlord or Tenant unless reduced to writing and signed by them and by direct reference made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate on the day and year first above written. Signed, sealed, and delivered in our presence:

Landlord: Faye Cole Johnson, Trustee
Faye Cole Johnson, Trustee

Witness:

Tenant: ALACHUA COUNTY, FLORIDA

By:
County Manager

WITNESS:

APPROVED AS TO FORM

Alachua County Attorney

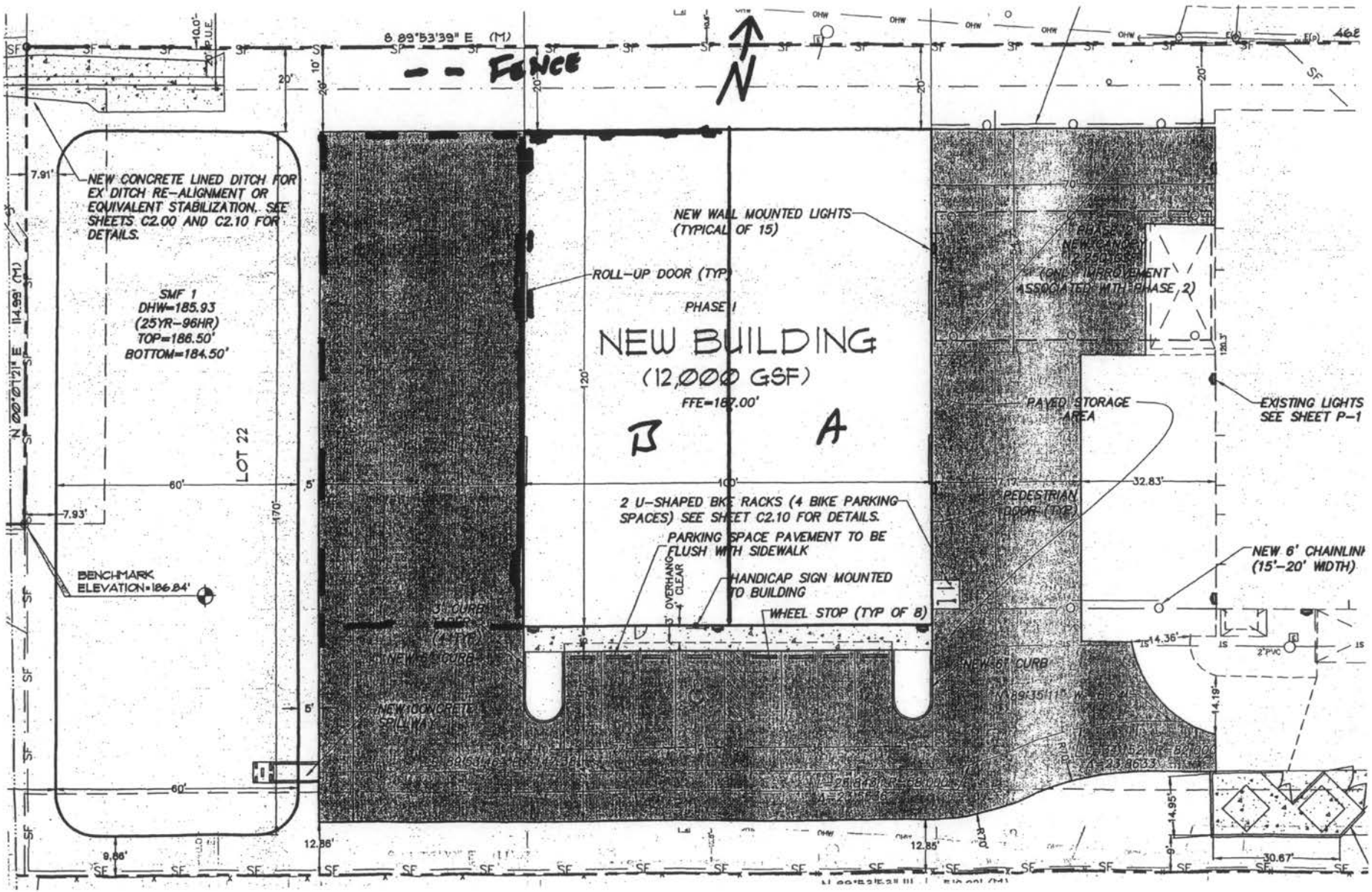
RECEIPT

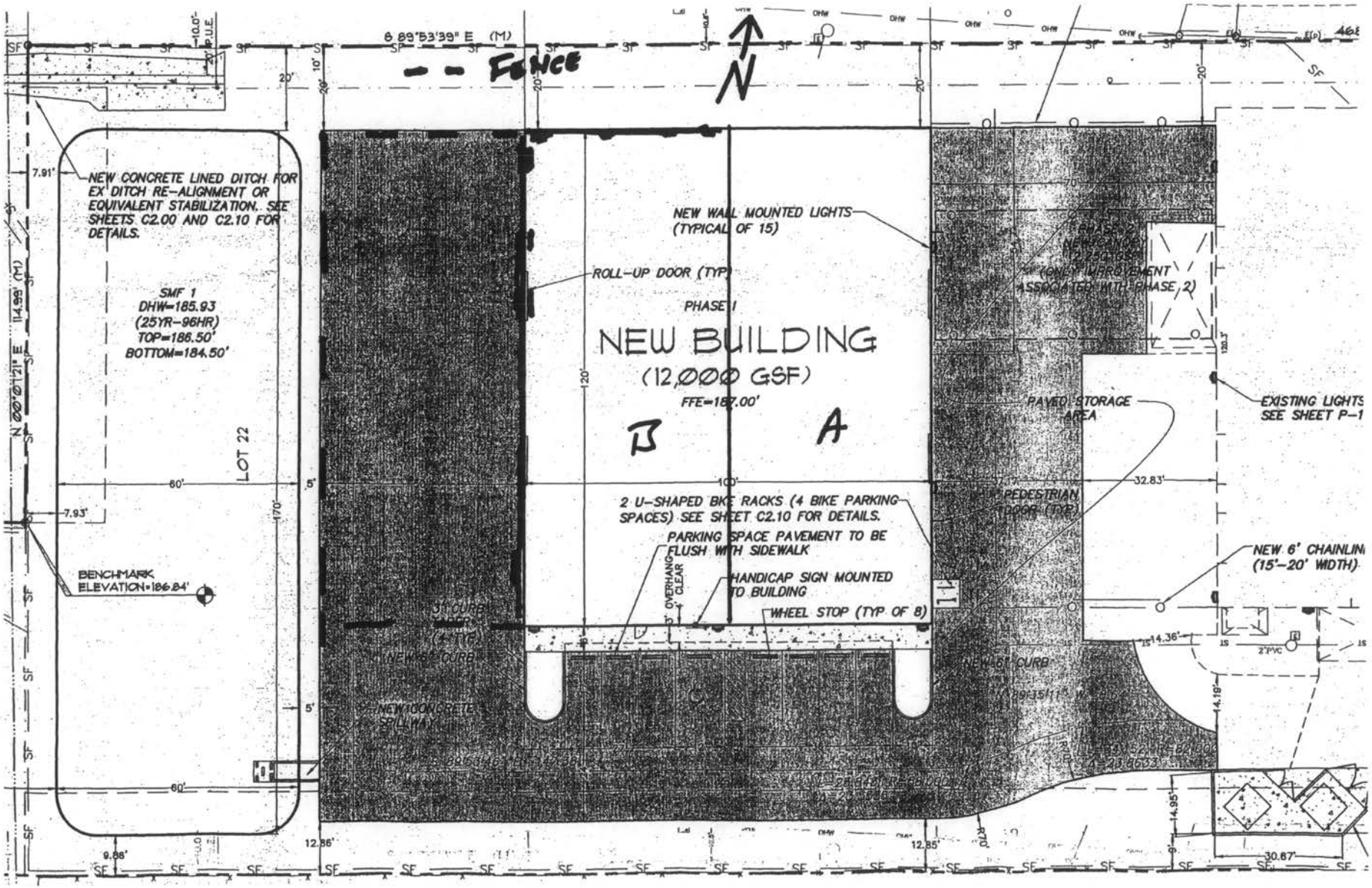
Receipt is hereby acknowledge of the following payment in accordance with the terms above:

Security Depost _____ _____ By: _____

First Month Rent _____ _____ _____ By: _____

EXHIBIT 1: MAP


S 89°53'39" E (M)
FENCE
N
NEW CONCRETE LINED DITCH FOR EX DITCH RE-ALIGNMENT OR EQUIVALENT STABILIZATION. SEE SHEETS C2.00 AND C2.10 FOR DETAILS.
SMF 1
DHW=185.93
(25YR-96HR)
TOP=186.50'
BOTTOM=184.50'
LOT 22
BENCHMARK
ELEVATION=186.84'
NEW WALL MOUNTED LIGHTS (TYPICAL OF 15)
ROLL-UP DOOR (TYP)
PHASE I
NEW BUILDING
(12,000 GSF)
FFE=187.00'
B
A
2 U-SHAPED BIKE RACKS (4 BIKE PARKING SPACES) SEE SHEET C2.10 FOR DETAILS.
PARKING SPACE PAVEMENT TO BE FLUSH WITH SIDEWALK
HANDICAP SIGN MOUNTED TO BUILDING
WHEEL STOP (TYP OF 8)
3' CURB
NEW CURB
NEW CONCRETE SPILLWAY
PAVED STORAGE AREA
PEDESTRIAN DOOR (TYP)
EXISTING LIGHTS SEE SHEET P-1
NEW 6' CHAINLINK
(15'-20' WIDTH)
NEW 45° CURB
2"PVC


S 89°53'39" E (M)
FENCE
N
NEW CONCRETE LINED DITCH FOR EX DITCH RE-ALIGNMENT OR EQUIVALENT STABILIZATION. SEE SHEETS C2.00 AND C2.10 FOR DETAILS.
SMF 1
DHW=185.93
(25YR-96HR)
TOP=186.50'
BOTTOM=184.50'
LOT 22
BENCHMARK
ELEVATION=186.84'
NEW WALL MOUNTED LIGHTS (TYPICAL OF 15)
ROLL-UP DOOR (TYP)
PHASE 1
NEW BUILDING
(12,000 GSF)
FFE=187.00'
B
A
PHASE 2
(CONST. IMPROVEMENT ASSOCIATED WITH PHASE 2)
PAVED STORAGE AREA
EXISTING LIGHTS SEE SHEET P-1
2 U-SHAPED BIKE RACKS (4 BIKE PARKING SPACES) SEE SHEET C2.10 FOR DETAILS.
PEDESTRIAN DOOR (TYP)
PARKING SPACE PAVEMENT TO BE FLUSH WITH SIDEWALK
HANDICAP SIGN MOUNTED TO BUILDING
WHEEL STOP (TYP OF 8)
NEW 6" CHAINLIN
(15'-20' WIDTH)
NEW 6" CURB
NEW CONCRETE SPILLWAY
N 89°15'11" W
N 00°01'21" E 114.99' (M)

ADDENDUM A

Tenant may erect a fence as per shown on the attached site plan at the Tenant's sole expense.

Tenant will provide a HVAC unit if needed for the office space at the Tenant's sole expense.

#7423

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 20, 2010

MEMORANDUM

To: Kevin Wesley
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on October 12, 2010 & Received in Contracts October 14, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

EDWARDS, CHERYL L., & DODD, WAYNE
License Agreement for a Training Burn on property located at 7959 NE 36th St. Gainesville, FL
Term: September 16, 2010 – April 30, 2011
Amount: N/A Account: N/A

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosure

cc: File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	License Agreement to Destroy Property		
DEPARTMENT:	**RETURN TO**	**CONTACT:** kdw@alachuacounty.us	
Public Safety	CPT. Kevin Wesley	**PHONE** 384-3129	
DOCUMENT(S) REQUIRING ACTION:	Burn License Agreement (attached)	**AMOUNT: 0**	

EXECUTIVE SUMMARY: A Fire Department training exercise involving the burning of structural property. (Live Fire Training)

BACKGROUND: On occasion, Fire/Rescue Services receives requests from property owners to destroy structures on their property. The department uses these opportunities for practical training exercises involving fire suppression and rescue activities, thus leaving the structure(s) totally or partially destroyed. Removal of the debris is the responsibility of the property owner according to the building department having jurisdiction.

The County Attorney's Office has prepared this License Agreement to be signed by both the property owner(s) and the County Representative delineating responsibilities, rights and permissions related to training activities on private property.

ISSUES: Training evolutions will comply with Florida State Law and NFPA 1403/1142. An Instructor-in-charge, Safety Officer, and support Instructors will be utilized in any live fire training. These personnel will all be trained to the level of Live Fire Instructor I established by the Florida State Bureau of Fire Standards and Training.

ACTION

Recommendation: Approve Agreement

BUDGETARY IMPACT

Recommendation: None

Funding Sources: None

Associated Costs None

Account Code: None

ATTACHMENTS: License Agreement and Attachments

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					10/12/10

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is entered into this 16 day of Sept 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Cheryl L. Edwards & Wayne Dodd hereinafter all owners are collectively referred to as "OWNER", owns the property identified as Alachua County Tax Parcel number 07824-005-000 and located at 7959 NE 36th Street Gainesville, FL (the "Property").

WITNESSETH:

WHEREAS, Owner is the owner of certain Property located within the fire district of the County, which Property the Owner has agreed to allow the County to use for training exercises; and

WHEREAS, the County desires to use said Property for training exercises, to include the destruction of owner's property.

WHEREAS, the Owner desires to have the structure destroyed and will benefit from its destruction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Term. This license is valid through 4/30/11 or, until revoked in writing by the owner.

2. Property. This license agreement is for the use of certain property described in Exhibit "A" (The Property)

3. Use of Property. County agrees to use the Property exclusively for:

a. A training burn that will destroy the structure and contents of the structure Identified in the site map and deed attached as Exhibit "A" . The licensee will not be responsible for removal of debris left after the burn.

4. Grant. Owner grants to County and all agents or invitees of the County:

a. the right of access to the Property; and

b. the right to move training equipment onto the property; and

c. the right to conduct training exercises on the property.

5. Right of Assignment. County shall not have the right to assign this license agreement without the written consent of Owner.

6. Certification of Ownership. If improvements to land are to be destroyed, damaged, modified or otherwise altered under this license, then the Owner certifies that he is the fee simple owner of the property, and that no liens, mortgages or encumbrances exist. A copy of the recorded deed to the property is attached as **Exhibit "A"**.

7. Notices. All notices shall be in writing and sent to:

Owner:

and to: Alachua County Public Safety
Attn; Director of Public Safety
913 SE 5th Street
Gainesville, Florida, 32601

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl, 32601
Attn; Contracts

8. Indemnity. For consideration as stated herein, Owner shall release, protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against all claims brought by mortgagees, lienors, or others claiming to have an interest in the property, relating to the County's actions on the property. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by the

County of its sovereign immunity or the provisions of section 768.28. Florida Statutes.

9. Third Party Beneficiary. This license agreement does not create any relationship with or any rights in favor of any third party.

10. Severability Clause. If any provision of this license agreement is declared void by court of law, all other provisions will remain in full force and effect.

11. Governing Law and Venue. This license agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

12. Amendments. The parties may amend this license agreement only by mutual written agreement of the parties.

13. Entire Agreement. This license agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this license agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

WITNESS:TO MR. REID

_____

APPROVED AS TO FORM

_____
Alachua County Attorney

For Non-Corporate Ownership, have each owner sign and notarize below:

OWNER #1

Sign: C Wayne Dodd

Print: WAYNE DODD

Address: 7749 NE 36th
GAINESVILLE, FL 32609

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this 8 day of September, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8 day of September, 2010, by C. Wayne Dodd, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

JO ANNE TALAMO
MY COMMISSION # DD 973592
EXPIRES: July 21, 2014
Bonded Thru Notary Public Underwriters

OWNER #2

Sign Cheryl Edwards

Print: CHERYL EDWARDS

Address: 238 Sycamore St
Bay St Louis, MS 39520

NOTARY FOR OWNER
~~STATE~~ OF ~~FLORIDA~~ Mississippi
COUNTY OF ~~ALACHUA~~ Harrison
Dated this 13 day of September, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13 day of September, 2010, by Cheryl Edwards, who is personally known to me or produced _____ as identification.

STATE OF MISSISSIPPI
MARY E. SCHAUER
ID No 63921
Comm Expires
July 31, 2013
NOTARY PUBLIC
HARRISON COUNTY

Mary E Schauer
Notary Public, ~~State of Florida at Large~~ State of Mississippi

For Corporate Ownership, have two corporate officers sign below, and notarize.

Officer #1	Officer #2
By:_____	By:_____
Print:_____	Print:_____
Title:_____	Title:_____

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this ___ day of _____, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2010, by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this ___ day of _____, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2010, by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

EXHIBIT A – Deed and Site Map

EXHIBIT "A"

Begin at a concrete monument at the Southwest corner of Lot Thirteen (13) of West Addition to Fairbanks, as recorded in Deed Book "D", page 241 of the Public Records of Alachua County, Florida; thence run North 00 degrees 12 minutes 25 seconds East along the East line of said Lot 13, a distance of 404.28 feet to the point of beginning, thence run North 89 degrees 48 minutes 00 seconds West, a distance of 306.75 feet, thence run North 00 degrees 12 minutes 25 seconds East, a distance of 129.26 feet; thence run South 89 degrees 48 minutes 00 seconds East, a distance of 306.75 feet, thence run South 00 degrees 12 minutes 25 seconds West, a distance of 129.26 feet to the point of beginning.

INSTRUMENT # 2424701
3 PGS

27.00
.70

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2424701 3 PGS
2008 MAY 05 11:17 AM BK 3780 PG 700
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK25 Receipt#370733
Doc Stamp-Deed: 0.70

This instrument prepared by:
Shirley T. Holden, Jr., Esquire
HOLDEN, RAPPENECKER and EUBANK, P.A.
2733-E NW 43rd Street
Gainesville, Florida 32606

Tax Parcel No.: _____

THIS QUIT-CLAIM DEED, executed this 28 day of April, A.D. 2008, by

CHERYL L. EDWARDS, conveying her non-homestead property, 480 St. Charles Street, Bay St. Louis, Mississippi, 39520.

hereinafter called Grantor*, to:

CHERYL L. EDWARDS and WAYNE DODD, as tenants in common, 7959 NE 36th Street, Gainesville, FL 32609, hereinafter called Grantee*:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the **County of Alachua, State of Florida**, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO taxes for 2008 and all subsequent years.

SUBJECT TO all easements and restrictions of record, if any.

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 480 St. Charles Street, Bay St. Louis, Mississippi, 39520.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

2424701

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first-above written.

Signed, sealed and delivered in our presence as witnesses:

Witness LINDA ZABAT
Printed name of witness signing above

Witness Jill Barnett
Printed name of witness signing above

Cheryl L. Edwards (SEAL)
CHERYL L. EDWARDS

STATE OF Mississippi
COUNTY OF Hancock

The foregoing Quit-Claim Deed was acknowledged before me this 28th day of April, 2008, by **CHERYL L. EDWARDS**, who is personally known to me; or who produced:
(If not personally known, check applicable box)
(__) Driver's License issued within five (5) years from date; or
(__) Other: _____ as identification.

Darlene C. Necaise
Notary Public
Darlene C. Necaise
Printed name of Notary signing above
Name, Commission Number, and Expiration Date together with Seal below:

My Commission Expires January 29, 2010

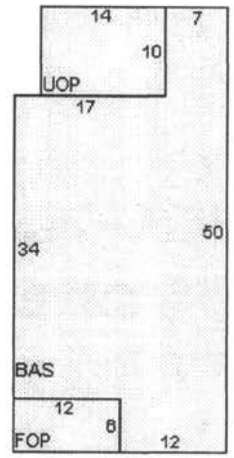
C:\MyFiles\Real Estate - misc. doc's\QCD.Dodd.Edwards.wpd

INSTRUMENT # 2424701
3 PGS

Search Date: 9/8/2010 at 3:16:50 PM - Data updated: 09/08/10

Parcel: 07824-005-000

☐ For color, check here.



House

#16676

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 26, 2010

MEMORANDUM

To: Robert Bailey, CHOICES Director
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 14, 2010 & Received in Contracts October 19, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of your Green Sheet.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
Fifth Amendment to the Agreement for the CHOICES Health Services Program at the Equal Access Clinic
Term: October 1, 2010 – September 30, 2011
(Option to renew for 1 additional 1-year period)
Amount: $20,000.00 Not to Exceed Account: 010-2925-562.31-60

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Please notify me when a requisition has been entered into the system.

Enclosures

Cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Fifth Amendment to Agreement between Alachua County and the University of Florida Board of Trustees for the Provision of Health Care Services at the Equal Access Clinic		
DEPARTMENT: DCSS	RETURN TO: Elmira K. Warren	CONTACT: Robert Bailey	PHONE 264-6741
DOCUMENT(S) REQUIRING ACTION:	Amendment to Agreement	AMOUNT: **$20,000.00**	

EXECUTIVE SUMMARY:

The University of Florida Equal Access Clinic will be responsible for providing certain specified heath care services to indigent and medically poor Alachua County residents. The clinic provides free primary medical care by University of Florida Medical Students under the supervision and control of University faculty and/or other qualified University personnel. On January 26, 2010, the Alachua County Board of County Commissioners (BoCC) approved for CHOICES Health Services to fund the Equal Access Clinic its $10,000.00, plus an additional $10,000.00 to meet the growing need for services at the clinic. This Agreement is for the period of October 1, 2010 through September 30, 2011.

BACKGROUND:

The original agreement was signed on September 27, 2005. This is the fifth amendment to the agreement.

ISSUES:

Citizens will have less access to healthcare services if not approved.

ACTION

Recommendation: Approve and Execute Amendment to Agreement

BUDGETARY IMPACT

Recommendation:	Sufficient monies will be collected to fund the CHOICES Health Services Program for FY11.
Funding Sources:	Indigent healthcare surtax proceeds
Associated Costs	$20,000.00
Account Code:	010-2925-562.31-60

Attachments:	Agreement (2 originals)
Suggested Reference Material:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
9/13/10					10/14/10

FIFTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND THE
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR THE PROVISION OF HEALTH CARE SERVICES
AT THE EQUAL ACCESS CLINIC

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 14th day of October A.D., 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and The University of Florida Board of Trustees, for the benefit of The College of Medicine, University of Florida, hereinafter referred to as "UNIVERSITY",

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated August 8, 2005, for the provision of health care services and entered into a First Amendment to the Agreement dated September 26, 2006 and a Second Amendment to the Agreement dated September 28, 2007; and a Third Amendment to the Agreement dated January 4, 2009, and a Fourth Amendment to the Agreement dated November 10, 2009, and;

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the August 8, 2005 agreement as follows:

A. Section 4, ***Term***, is amended in its entirety to read:

Section 4 **Term**.

A. This Agreement will become effective on October 1, 2010 and shall continue in full force and effect up to and including September 30, 2011, unless terminated as provided herein.
B. The County has the option to renew this Agreement for one (1) additional one-year terms under the same terms and conditions contained in the original agreement. Any renewal shall be by amendment of this Agreement in accord with Section (7) of this Agreement.

C. The current authorization for the surtax that provides the funding for CHOICES is Florida Statutes, Section 212.055(7) and Section 39.10 of the Alachua County Code.
D. In the event the State Statutes and/or local implementation ordinances related to CHOICES are repealed, this Agreement shall terminate on the effective date of such repeal.

B. Section 5, ***Compensation***, Paragraph ***A***, is amended in its entirety to read:

Section 5 **Compensation.**

A. The total not-to-exceed amount for this Agreement for the period beginning October 1, 2010 and ending September 30, 2011, is Twenty-Thousand Dollars ($20,000). All payments to be made to University are included in the not-to-exceed amount.

Section 5, ***Compensation,*** Paragraph ***B,*** is deleted in its entirety to read:

Section 5 **Compensation.**

B. The County shall reimburse University for a broad range of healthcare services rendered to indigent and medically poor Alachua County residents.

Section 5, ***Compensation***, Paragraph ***C,*** is amended in its entirety to read:

Section 5 **Compensation.**

C. The County will make one (1) advance payment in the amount of five thousand dollars ($5,000) upon submission of an invoice by University for the advance. Prior to the disbursement of the remaining fifteen-thousand dollars ($15,000.00), University will provide invoices to the County in accordance with Section 5.D of the original Agreement that document the expenditure of the five-thousand dollar ($5,000) advance payment. Thereafter, the County will reimburse University for healthcare services in an amount not to exceed fifteen-thousand dollars ($15,000.00) for the term of this Agreement. University shall submit invoices to the County at least once per quarter, but no more frequently than once per month. If this Agreement should be terminated prior to September 30, 2011, any of the advance funding of five thousand dollars ($5,000.00) that University has not documented in a manner acceptable to the County shall be returned to the County.

Any expense allowed under this Agreement that is accrued but not invoiced prior to any termination shall remain the responsibility of the County and payable to the University by the County, provided that any such expense must be invoiced no more than ninety (90) days after termination.

C. Section 9, ***Reporting Requirements,*** Paragraph ***A,*** is amended in its entirety to read:

> Section 9 **Reporting Requirements.**
>
> A. University will, at the request of the County, provide to the best of their abilities such reports as the County reasonably needs to assist the County in its planning, analyses, and other functions relating to the original Agreement. Quarterly invoices shall include reports showing the participation of volunteers or volunteer groups through the Program during the invoiced period. Monthly reporting showing weekly participation of various volunteers and clients served shall satisfy this report requirement.

D. This Fifth amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated August 8, 2005, as previously amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

J K Irby, Clerk

BY: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

Attest

UNIVERSITY

By: _____

Print/Type: CARLA WILLINGHAM

Title: Administrative Assistant

BY: _____ 9/16/10
Michael L. Good, M.D. Date
Dean, College of Medicine
University of Florida

#7433

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 27, 2010

MEMORANDUM

To: Wade Gillingham, Manager
Risk Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 25, 2010 & Received in Contracts October 26, 2010**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is your original Green Sheet.

TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC)
Agreement for Flexible Benefits Plan
Term: October 1, 2010 until terminated
Amount: $5.00 per participant rate Account: 507-0490-519.31-93

Please forward the document to the vendor and keep a copy for your files. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Contract for Third Party Administrative Services for Cafeteria Flexible Benefits Plans, Dependent Care and Health Spending Accounts		
DEPARTMENT: Administrative Services	**RETURN TO** Risk Management	**CONTACT:** Wade Gillinghan **PHONE** 374-5297	
DOCUMENT(S) REQUIRING ACTION:	Contract for Services	**AMOUNT:**	$ 25,0000

EXECUTIVE SUMMARY:

On June 29, 1997, the Board of County Commissioner's Internal Support Committee at its meeting of April 1, 1997 recommended the implementation of a Non-Taxable Benefit (Cafeteria) Plan to be effective October, 1997.

BACKGROUND:

The purpose of this Plan is to provide employees of Alachua County a choice between taxable cash and nontaxable benefits under a salary reduction agreement for the reimbursement of dental, term-life insurance, and medical insurance plans maintained by Alachua County Board of County Commissioners or the individual employee.

Employees electing to participate in this plan will realize a savings on the employee paid portion of covered benefits. The County will also realizes tax savings by offering this plan.

ISSUES: The previous vendor, Florida Combined Life (FLC), no longer provides TPA services. Therefore a new vendor, Total Administrative Services Corporation (TASC) was engaged to replace FCL and to continue this employee benefit.

ACTION

Recommendation: Approve and sign Contract

BUDGETARY IMPACT

Recommendation:	$25,000
Funding Sources:	507
Associated Costs	none
Account Code:	507-0490-519.31-93

ATTACHMENTS:	Contract for Services
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					10/25/10

TASC SERVICES AGREEMENT

This agreement is entered into this 1st day of October, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Total Administrative Services Corporation (TASC) doing business at 2302 International Lane, Madison, WI 53704, hereinafter referred to as "TASC" or "Provider"

WITNESSETH

Whereas, the County desires to make a Flexible Benefits Plan (FSA) available to its employees pursuant to Section 125, IRS rules and regulations; and

Whereas, TASC is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term - This agreement is effective October 1, 2010 and will continue until terminated as provided herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. Representations - By executing this Contract, TASC makes the following express representations to the County:

a. TASC is qualified to act as the administrator for this Service and is licensed with all public entities having jurisdiction over the TASC and the Project;

b. TASC shall maintain all necessary licenses, permits or other authorizations necessary to provide administration and management of the County's Flexible Benefit Plan until TASC's duties hereunder have been full satisfied;

3. Duties of the TASC - The TASC shall have and perform the following duties, obligations, and responsibilities to the County and the following Constitutional Offices and their employees; The Alachua County Clerk of the Court, , The Alachua County Supervisor of Elections, and The Alachua County Sheriff and The Alachua County Library District, as outlined in the Scope of Services, **Attachment A.**

4. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to the TASC:

5. Method of Payment - For its assumption and performance of the duties, obligations and responsibilities set forth herein, TASC shall be paid in accordance with this section.

TASC shall be paid for those services required by this Contract the sum of $5.00 per participant per month as determined during the annual enrollment of each plan year beginning October 1, 2010. The County shall submit participant contribution funds in a timely manner according to their payroll schedule, or other schedule as determined in the set up of this plan. All interest on participant contribution funds submitted to TASC shall be retained by TASC as a supplemental fee and such fees shall be considered earned at such time as any interest accrues on the plan funds. Failure to pay all administration fees and/or submit participant contribution funds may result in the termination of the plan by TASC according to Section 7 of this Agreement.

a. As a condition precedent for any payment, TASC shall submit annually, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered. TASC's invoice shall describe with reasonable particularity the number of plan participants for each Constitutional Office and Library District for service rendered. TASC's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by TASC, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of TASC, which signature shall constitute TASC's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of TASC covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to TASC that payment of any portion thereof should be withheld. Submission of the TASC's invoice for final payment shall further constitute TASC's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the TASC to others, including its consultants, incurred in connection with the Project, will be paid in full. TASC shall submit invoices to the County at the following address:

Risk Management
Alachua County BoCC.
12 SE 1st Street
Gainesville, Florida 32601

b. In the event that the County becomes credibly informed that any representations of TASC relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to TASC until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

c. The County shall make payment to TASC, of all sums properly invoiced under

the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Florida Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Total Administrative Services
2302 International Lane
Madison, WI 53704

6. **Notice** - Except as otherwise provided in this agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, TASC's and County representative are:

County:
Alachua County Risk Manager
Administrative Services
PO Box: 1467
Gainesville, FL, 32602

TASC:
Jennifer Kirbyson
TASC
2302 International Lance
Madison WI 53704

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
Attn: Contracts

7. Default and Termination - The failure of TASC to comply with any provision of this agreement will place TASC in default. Prior to terminating the agreement, the County will notify TASC in writing. This notification will make specific reference to the provision which gave rise to

the default. The County will give TASC ten (10) business days to cure the default. The County's Risk Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Administrative Services Director is authorized to provide final termination notice on behalf of the County to TASC. County acknowledges that it understands a finalization process to close the plan is necessary, the length of which shall be mutually agreed to by the County and TASC.

The County may terminate the agreement without cause by first providing at least 48 hours written notice to TASC prior to the termination date. In the event of such termination, TASC shall be entitled to compensation for all fees and costs reasonably incurred up through the finalization period necessary to close the plan, the length of which shall be mutually agreed to by the County and TASC.

If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to TASC. The County will be the final authority as to the availability of funds. The County will pay TASC for all work completed prior to any notice of termination.

The failure of the County to pay administration fees and/or remit participant contribution funding on a timely basis may result in Plan termination. In addition, it is understood that termination of this Agreement also terminates the provision of the prototype Plan Document and the Plan will henceforth be perceived as individually designed and the sole responsibility of the County as the Plan Sponsor. This Agreement may be terminated by TASC by providing County with a ten (10) day written notice of said termination if this Agreement is being terminated for failure to pay fees or to remit participant contribution funds. Upon and after the expiration or termination of this Application, the County shall refrain from any further direct or indirect use of or reference to the TASC marks, systems, publications, manuals, brochures, documents and computer databases in connection with the marketing, use, implementation, license, sale or distribution of any program, system or Plan offered by TASC. Finally, the termination of this Application shall not affect the duty of the Plan Sponsor not to infringe on TASC's trademarks and copyrights.

8. Ownership of Deliverables - All service deliverables and documents are the sole property of the County and may be used by the County for any purpose.

9. **Project Records.**

a. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and

copy said records unless exempted under Chapter 119, Florida Statutes.

b. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

c. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

d. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. Insurance - TASC will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in **Attachment B**.

11. Permits - TASC will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. Laws & Regulations - TASC will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. TASC is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If TASC is not familiar with state and local laws, ordinances, code rules and regulations, TASC remains liable for any violation and all subsequent damages or fines.

~~13.~~ Indemnification – To the maximum extent permitted by Florida law, TASC shall indemnify, save and hold harmless the County and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of, or by reason of, the execution of performance of the administrative services provided for herein. TASC further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder. The terms and provisions of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitation.

The County represents that it is self-funded for liability insurance in accordance with Florida Statute 768.28 and assumes any and all risks of personal injury (including death) and property damages (including destruction) attributable to the negligent acts or omissions of its officers, employees, servants, and agents thereof in the performance of this Agreement.
Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the County beyond the waiver provide in 768.28 Florida Statues.

14. Assignment of Interest - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

15. Successors and Assigns - The County and TASC each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

16. Independent Contractor - In the performance of this agreement, TASC is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. TASC is solely responsible for the means, method, technique, sequence, and procedure utilized by the TASC in the full performance of the agreement.

17. Collusion - By signing this agreement, TASC declares that this agreement is made without any previous understanding, agreement, or connections with any persons, TASCs or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

18. Conflict of Interest - TASC warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. TASC shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. Prohibition Against Contingent Fees - TASC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for TASC to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for TASC any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

20. HIPAA- County acknowledges that their self-funded group health plan is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such comply with all requirements of the Act and the Final Rule.

TASC acknowledges that it is a "Business Associate" as defined by the Health Insurance Portability and Accountability Act and as such will comply with all requirements pertaining to Business Associates under the Act.

21. Business Associate Addendum - Parties will comply with the provisions of the Business Assictae Addemdum (BAA) attached hereto as **Attachment C**

22. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

23. Severability - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

24. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

25. Governing Law and Venue - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

26. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

27. Amendments - The parties may amend this agreement only by mutual written agreement of the parties.

28. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

29. Construction - This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

30. Counterparts – This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

31. Entire Agreement - This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall Reid, County Manager

Date: 10/25/10

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST

By: _____
Print: Sue Lynn Chew

Total Administrative Services Corporation

By: _____
Print: Brad Hoffman
Title: Executive Vice President of Customer Service
Date: 10/11/2010

ATTACHMENT A - SCOPE OF SERVICES

Under this agreement, TASC will provide administration and management of the appropriate Cafeteria Plan, including Dependent Care Flexible Spending Account and Health Spending Account as outlined in the appropriate IRS Section 125 rules and procedures. TASC will also provide support audit assistance under the terms of the Audit Guarantee.

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ATTACHMENT B INSURANCE REQUIREMENTS

TASC shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with; the contract, the premises, the performance of the work, the work, the products provided, or the services to be provided hereunder by the contractor, his agents, representatives, employees or subcontractors. Said insurance must be through an insurance company approved to sell insurance in the State of Florida and meets the minimum financial A.M. Best rating of B+ VII or better.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

PROFESSIONAL LIABILITY and ERRORS AND OMISSIONS LIABILITY

When this contract or agreement includes Professional or Consulting services:
Professional (E&O) Liability Insurance for not less than $1,000,000 each claim, $1,000,000 policy aggregate

OTHER INSURANCE PROVISIONS

Policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional insured as respects**: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

CERTIFICATES OF INSURANCE

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:
Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

ATTACHMENT C – BUSINESS ASSOCIATE ADDENDUM

BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, Covered Entity is a group health plan ("Plan") and wishes to engage the services of Business Associate with respect to certain administrative aspects of the Plan as more specifically set forth in a Service Level Agreement ("SLA");

WHEREAS, Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the SLA, some of which may constitute Protected Health Information ("PHI") (defined below).

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the SLA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

The general terms and conditions attached hereto are incorporated herein and deemed part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

BUSINESS ASSOCIATE:
TOTAL ADMINISTRATIVE SERVICES CORPORATION

By: Brad Hoffman

Print Name: Brad Hoffman
Title: Director - Customer Service

TERMS AND CONDITIONS

1. **Definitions**

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]

b. **Business Associate** shall mean Total Administrative Services Corporation

c. **Covered Entity** shall mean the party identified above.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E

j. **Protected Health Information** or **PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501 Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the SLA and as permitted under the SLA and this Agreement. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the SLA and as permitted under the SLA and this Agreement. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)] Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the SLA.

d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the SLA or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity any access, use or disclosure of Protected Information not permitted by the SLA and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by subparagraph d above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)].

g. **Access to Protected Information.** Within thirty (30) days of receiving a written request from Covered Entity, Business Associate shall make Protected Information maintained by Business Associates or its agents or subcontractors in Designated Record Sets available to Covered Entity, in reasonable time and manner, for inspection and copying to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e)

h **Amendment of PHI.** Business Associate or its agents or subcontractors shall, in a reasonable time and manner, make Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of the request. Any approval or denial of an amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i **Accounting Rights.** Business Associate and its agents or subcontractors shall, in a reasonable time and manner, make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(c). In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward it to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph i shall survive the termination of this Agreement.

j **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate and/or Covered Entity's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)].

k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate and Covered Entity acknowledge and agree that the definition of "minimum necessary" is in flux and shall keep themselves informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Notification of Breach.** During the term of the SLA, Business Associate shall notify Covered Entity, as soon as practicable after discovery, of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware.

m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if Business Associate knows or learns of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the SLA, this Agreement or other arrangement, Business Associate shall take reasonable steps to cure the breach or end the violation or cause Covered Entity to cure the breach or end the violation. If the steps are unsuccessful, Business Associate is legally obligated to terminate the SLA or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. Notwithstanding anything to the contrary in the SLA, Business Associate shall not be liable for any damages suffered by Covered Entity as a result of the termination of the SLA to satisfy this obligation

3. **Obligations of Covered Entity.** Covered Entity shall promptly notify Business Associate, in writing and in a timely manner, of any of the following:

a. Changes in the form of notice of privacy practices ("NPP") that Covered Entity provides to individuals pursuant to 45 C.F.R. Section 164.520, and provide Business Associate a copy of the NPP currently in use

b. Changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals pursuant to 45 C.F.R. Sections 164.506 or 164.508.

c. Any arrangements permitted or required of Covered Entity that may impact in any manner the use and/or disclosure of Protected Information by Business Associate under the SLA or this Agreement, including but not limited to, restrictions on use and/or disclosure of Protected Information as provided for in 45 C.F.R. Sections 164.522.

4. **Termination**

a **Material Breach.** In the event that Covered Entity determines Business Associate has materially breached this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within a reasonable time, Covered Entity may terminate this Agreement. [45 C.F.R. Section 164.504(e)(2)(iii)].

b **Effect of Termination.** Upon termination of the Contract for any reason, Business Associate shall, to the extent feasible, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Business Associate, Business Associate shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)]

5. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the SLA or this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Business Associate, Covered Entity agrees to promptly, and in no case later than thirty (30) days from Business Associate's request, enter into an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws.

6. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. **Effect on SLA.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all terms of the SLA shall remain in force and effect.

8. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

9. **Counterparts.** This Agreement may be executed and delivered (including by facsimile or Portable Document Format (PDF) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

#7435

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

October 25, 2010

MEMORANDUM

To: Ron Akins, Support Manager
Administrative Services (Facilities Management)

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 7, 2010 & Received in Contracts October 12, 2010**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Attached is a copy of the Green Sheet for your files.

AUTOMATION & SECURITY TECHNOLOGIES, INC.
Professional Services Agreement for Power Line Controls at the Administration Building
Term: October 7, 2010 until completed
Amount: $48,620.00 Not to Exceed **Account: 300-5502-537.46-20 &**
BID # 10-420 r **200-1761-537.46-20**

Please forward this document to the vendor and keep a copy for your files. Also attached is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

EM DESCRIPTION:	PROFESSIONAL SERVICES AGREEMENT FOR POWER LINE CONTROLS AT ALACHUA COUNTY'S ADMINISTRATION BUILDING		
ARTMENT: Administrative	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie Jackson	**PHONE** 352-374-5229
OCUMENT(S) REQUIRING ACTION: Professional Services Agreement between lachua County Board of County Commissioners and Automation & Security echnologies, Inc.		**AMOUNT:** $48,620.	

XECUTIVE SUMMARY: Alachua County Commission approved of an Energy Reduction and Water Conservation ogram. This program consisted of installing Energy Conservation Measures (ECMs) including AC retrofits, waterless urinals, uch free and low flow water fixtures, solar panels, dual flush toilets, foam roofing, occupancy sensors, lighting upgrades and e use of building automation and building management systems in order to reduce energy consumption.

ACKGROUND: In early 2002, the BoCC passed an energy reduction resolution requiring a 33% reduction in energy and ater consumption. This led the county to developing a countywide energy resolution policy. Since then, the County has opted a strategy of designing and building green buildings that conforms to the standards specified in the USGBC's eadership in Energy and Environmental Design (LEED) program.

addition to constructing Green buildings, the County has implemented countless ECM projects, whereby saving the County ousands of dollars while reducing Green House Gases (GHG). The next wave of projects will involve the use of technology to rther cut energy consumption by installing state-of-the-art technological systems to control lights and electrical use down to e plug load. The first project in this category is a Power Line Controls and Light Management initiative. This project will able staff to program and shut off all non-essential electrical consuming devices remotely.

ıe Board allocated funds for this Power Line Controls and Lighting Management Project in the FY2010 Capital Improvement ogram (CIP). A Request for Proposals (RFP) was advertised on 12/9/09 with no responses. The RFP was extended to 1/6/10 d ain on 1/20/10. The final RFP was on 4/8/10 and two contractors responded. On 7/27/10 both companies presented a ations and the evaluation team selected the top ranked company, Automation & Security Technologies, Inc.

ıis contract is to provide design services to develop and design the control system for lighting management and controls of the wer line down to the plug load. The specifications in the design packet would encompass all non-essential equipment and all n-emergent lighting after hours and non operating hours. The benefits of this project include a pre-determined protocol ting of non-essential systems, a designated system allowing the County to use lights and power only when needed, centralized ntrol of devices and remote on/off. This project is estimated to save the County 5%-10%. The concept of this initiative is to ırt with the installation in the County's Administration Building as the pilot and then install the system at the County's Health epartment, Wilson Building and other buildings.

SUES: If the County chooses not to implement this program, the County will not benefit from the use of modern chnology to further reduce energy consumption in County buildings; whereas this project could save the County an ditional 5%-8% in utility savings each year.

ecommendation: Execution of the Professional Services Contract to Automation & Security Technologies, Inc.

ecommendation: $48, 620

ınding Sources: Capital Projects Program and Capital Preservation Fund

ısociated Costs: None

ecount Code: 300-5502-537.46-20 and 200-1761-537.46.00

TACHMENTS: Professional Services Agreement between Alachua County Board of County Commissioners and ı ation & Security Technologies, Inc.

JGGESTED REFERENCE MATERIAL:

10/7/10

PROFESSIONAL SERVICES AGREEMENT
FOR POWER LINE CONTROLS AT
ALACHUA COUNTY'S ADMINISTRATION BUILDING

This Agreement is entered into this 7th day of October, 2010 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Automation & Security Technologies, Inc. doing business at 121 Twin Lakes Road South, Cocoa, Florida 32926 hereinafter referred to as "Professional".

WITNESSETH

1. **Whereas**, the County desires to employ the Professional to provide services for consulting, design and engineering services to design front end software of power line, and.

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective on the date executed by both parties and shall continue until all duties are completed and all deliverables have been satisfied and acceptable to the County or until terminated as provided for herein unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for additional periods at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice engineering by all public entities having jurisdiction over the Professional and the Project;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been full satisfied;

2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional**. The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A"**

4. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Attachment "B"**

5. **Method of Payment**. For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of $48,620 allocated in the following manner:

Phase I-Audit and survey buildings	Not to Exceed $17,555.
Phase II-Develop Automation Plan Acceptable to County	Not to Exceed $9,724.
Phase III-Acceptance by County of Control Software Design	Not to Exceed $21,341.

5.2 No additional reimbursable expense will be paid under this agreement.

5.3. If the Professional's duties, obligations and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in **Exhibit "1"**

5.4. As a condition precedent for any payment, the Professional shall submit monthly, or upon completion of deliverable items as specified in Attachment "A"; unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be

accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Facilities Manager
105 SE First Avenue, Suite 2B
Gainesville, Florida, 32601

5.5. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. In the event that the County desires Professional to perform additional services, not specifically contained in the Scope of Services, the parties shall enter a written amendment to this contract, to provide for the provision of such additional services by Professional and therefore payment by the County executed by the Parties hereto at the rates specified in Exhibit 1.

5.7. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Automation & Security Technologies, Inc.
121 Twin Lakes Road, South
Cocoa, FL 32926
ATTN: Bill Erskine

6. <u>Personnel</u>.

6.1. The Professional will assign only qualified personnel to perform any service

concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	**FUNCTION**
William Erskine	*Chief Engineer*

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Facilities Manager (manager) may authorize changes to this list in writing.

7. **Notice**. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Title Administrative Services Director
Dept 12 SE First Street
Gainesville, FL 32601

Professional: William Erskine
Company Automation & Security Technologies, Inc.
Address 121 Twin Lakes Road South
City/State/Zip Cocoa, FL 32926
ATTN: William Erskine

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. **Default and Termination.**

8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision

which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Facilities_Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

8.4. The County may also terminate the Agreement, if at any time during Phase I, the Professional determines that the entire scope of the said services to be provided in Phase II and Phase III can't be accomplished based on the findings during the initial investigation, survey and evaluation of the building's electrical systems. The Professional must provide written notification to the County of such findings.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data

processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. **Insurance**. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "C".**

12. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. **Laws & Regulations**. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. Indemnification

14.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subProfessionals, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Professional.

14.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

15. Standard of Care. The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional engineer performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

16. Assignment of Interest. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

17. Successors and Assigns. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

18. Independent Professional or Consultant. In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as

an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

19. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

20. **Conflict of Interest**. The Professional warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

21. **Prohibition Against Contingent Fees**. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

22. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

23. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

24. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

25. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

26. **Attachments** . All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

27. **Amendments** . The parties may amend this Agreement only by mutual written agreement of the parties.

28. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

29. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an

original, and such counterparts shall together constitute but one and the same instrument.

30. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

31. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the use and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA

By: _____

Randall H. Reid, County Manager

APPROVED AS TO FORM

_____

Witness to Mr. Reid

_____

Alachua County Attorney's Office

(Professional) William Erskine

By: _____

Print: William Erskine

Title: President

ATTEST (By Corporate Officer)

By: _____

Print: Laurie Erskine

Title: Secretary/Treasurer

ATTACHMENT A: Scope Of Services, Duties, Obligations and Responsibilities of Professioal

1. Investigate, survey, analyze, evaluate and audit of the building County's Administration Building's electrical distribution systems, loads, circuits and all other components necessary to ascertain interface requirements and technologies, equipment suitability and power quality and signal transmission with consideration for wireless in the event of poor power quality.

Provide required material, testing equipment and software required to accomplish building survey as outlined in section 1.

2. Develop a project schedule, which shall include all phases of work to be performed to include all deliverables by Professional.

3. Provide detailed construction cost estimate upon completion site audit and evaluation.

4. Develop an automation plan to include but not limited to identifying and documenting controlled loads, Prioritize loads vs budget and submit PLC/Automation plan to County.

5. The Professional shall represent that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the Project.

6. Design software. The design shall include but not limited to the following components:

6.1 Design proper application to energy saving control devices and front end software to conserve power.

6.2 Have the capacity to handle single and three phase small and large loads and control a variety of lamp and fixture types

6.3 System must also include web enabledControl stations capable of programmable logic statement commands, individual circuit control and scheduling.

6.4 System must offer manual and automatic re-set, controls, the dimming capacity (if available)must allow the Owner to adjust the lighting to suit the task or create the proper ambiance

6.5 System may include either analog or digital intergrated on/off or dimming capabilities.

6.6 User accessibility will be via standard web browsers such as Internet Explorer. The web server software shall operate on standard industry PC servers. Proprietary servers are prohibited.

6.7 The system shall support unlimited users with varying degrees of security.

6.8 The system will provide for future expansion to include monitoring of card access, fire alarm and lighting controls.

6.9 The design shall control power usage down to the plug load.

6.10 Web access software shall be manufactured by the control system component manufacturer and shall have the same look and feel as the operating system.

6.11 System designs or specifications provide for and shall be capable of exsting and future (DDC) System Hardware and interfaces; Central System Hardware and Software; programming; Control Systems; Operating Systems; Systems Applications; Report Management; Web Browser Interface; override features, Lighting Control Hardware,; set up and testing, etc.

6.12 System desgn shall be high-speed, peer - to - peer network of powerline, wireless and DDC controllers, operator workstation (s) and machine interface (s) residing, communicating and compatible to a BACnet IP (Internet Protocol) network

6.13 Provide value engineering throughout the Design Phase in order to realize the maximum ROI and/or budgetary constraints.

6.14 Design load control and/or upgrade existing powerline where applicable and budgetarily feasible

6.15 System shall provide controls enabling the County to schedule and control all non-emergency lighting, non essential components, i.e. printers, copiers, paper shredders, microwaves, fax machines and selected loads from remote sites. Control will be limited to those items controlled by and mutually agreed to under the scope of this contract.

6.16 The Professional shall without additional compensation, promptly correct any errors, omissions, defeciencies or conflicts in the work of the Professional or its consults of both. Any such omissions discovered after the 100% completion drawings should be resolved within 15 days, by the Professional at no engineering cost to the County.

7. Provide an estimated protential cost savings analysis and return on investment (ROI) assessment.
8. Contractor shall provide recommendations for possible re-use of existing equipment including wiring, Pneumatic tubing, control panels, sensors, gauges, thermostats, transmitters, controllers, actuators, valves, compressed air systems, and other components associated with the main mechanical systems if applicable.
9. The user acknowledges that the application of any PCC equipment to any electrical systems is unique and therefore should be performed by trained installers/designers, adhering to all appropriate electrical codes.
10. A specified phase shall be deemed complete by the County when all duties are completed and all deliverables have been satisfied and acceptable to the County
11. Deliverables and compensation shall be as follows:

11.1 PHASE I-Audit and Survey Building (36 %)
This phase shall commence within (10) days and be completed within fifteen (15) days after execution of Contract by both Parties.

11.1.1 Provide County with Project Schedule

11.1.2 Select an Electrical Contractor to assist with the initial audit and survey
11.1.3 Review Electrical Prints provided by County
11.1.4 Prepare testing plan documentation
11.1.5 Survey building's power grid
11.1.6 Perform simply automated UPB testing
11.1.7 Perform PCS UPB testing
11.1.8 Perform Z-Wave testing
11.1.9 Contingency testing
11.1.10 Document & submit testing results to County

11.2 PHASE II-Develop Automation Plan (20%)
This phase shall be completed Twenty one (21) days after completion date of Phase I

11.2.1 Identify and document controlled loads
11.2.2 Prioritize loads-vs- budget
11.2.3 Submit PLC/Automation plan to County

11.3 PHASE III-Control Software Design (44%)
This phase shall be completed forty two (42) days after the completion date of Phase II.

11.3.1 Develop requirements
11.3.2 Develop design
11.3.3 Review of design with County
11.3.4 Software Coding
11.3.5 Submission of final design and construction documents to County
11.3.6 Submission of detailed construction costs estimate
11.3.7 Submission of estimate of potential energy cost savings and return on investment (ROI)
11.3.8 Submission of revisions after County's review
11.3.9 Completion and acceptance of design by the County as defined in Attachment "B" section 10.

ATTACHMENT B: Duties Of The County

1. Povide a Project Coordinator to cover the Project.
2. Provide the Professional with the County's criteria.
3. Review any documents provided by or through the Engineer requiring County's decision or approval.
4. Provide the Contractor with building drawings within (5) days of commencement of contract.
5. Provide the Professional with access to the project site and to work as may be reasonably necessary to the Professional to properly perform its services under the Contract
6. Shall have the right to obtain a copy of and otherwise inspect any audit made at the directions of the engineer as concerns the aforesaid records and documentation. The County shall have the right to visit the offices of the Professional and its engineers, sub-consultants, and subcontractors for inspection of any original tracing, plans, drawings, specifications, maps, evaluations, reports, notes, computers, files, photographs, videotapes, technical data, test results, field books, and other related materials at anytime during normal business hours.
7. The County shall perform duties set forth in this paragraph in a timely manner.
8. County shall review and advise Professional of all changes in a timely manner.
9. Except for documents requiring County decision as set in the subparagraph "b" above the county review of any document prepared by the Professional or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the County's criteria, as and if modified. No review of such documents shall relieve the Professional of its responsibilities for the accuracy, fitness, suitability or coordination of its work product.
10. Acceptance Criteria - County's acceptance of the complete software design; County's acceptance of the prototype's operation and performance. Integration and testing with all existing electrical components is accepted by County. Various loads have been tested and performance has been accepted by County. Operation and user's manuals have been provided to the County. 100% Construction Documents have been accepted by the County. The overall design meets the County's requirements and the intended us has been satisfactorily fulfilled.

EXHIBIT 1: Method of Additional Compensation

Automation & Security Technologies, Inc. hourly rates are as follows:

Project Management $100/Hr.
Engineering $90/Hr.
Programming Services $125/Hr.

ATTACHMENT C: Insurance Requirements

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Professional or Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional or Consultant, his agents, representatives, employees or subcontractors or sub-consultants.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional or Consultant; products and completed operations of the Professional or Consultant; or automobiles owned, leased, hired or borrowed by the Professional or Consultant.

2 The Professional or Consultant's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Professional or Consultant's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Professional or Consultant for the County

D All Coverages

1 The Professional or Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBPROFESSIONAL OR CONSULTANTS

Professional or Consultants shall include all subcontractors as insured under its policies. All contractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

#7455

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 9, 2010

MEMORANDUM

To: Leslie McLendon
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on October 18, 2010**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above.

GAINESVILLE HOUSING AUTHORITY
Agreement for FY 2008 CDBG Disaster Recovery Program
Term: October 1, 2010 – April 30, 2012
Amount: $ 60,000.00 Account: 124-6500-554.34-71

Please keep a copy for your file. Thank you for your assistance.

Enclosure

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN Alachua County

AND

Gainesville Housing Authority

FOR

Community Development Block Grant Program

FFY2008 Disaster Recovery Program

THIS AGREEMENT, entered this 18th day of Oct., 2010 by and between Alachua County (herein called the "County") and the Gainesville Housing Authority (herein called the "Subrecipient").

WHEREAS, the County has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

SCOPE OF SERVICE

A. *Activities*

The Subrecipient will be responsible for administering a CDBG Year 2008 Disaster Recovery Program Agreement in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Conduct environmental review assessment

Activity #2 Bid project

Activity #3 Identify housing units to have roofs replaced- Duplex Buildings on 26 Street ; units #1 & #3, #6 & #8,#100 & #102.Single family unit on 26 Street; #5.Duplex units on 26 Terrace #2 & #4,#301 & #303. Single Family unit on 26 Terrace ; #111

Activity #4 Begin rehab - replacement of damaged roof sheathing, felt paper,wood fascia,aluminum soffit and fascia and associated systems **for 6 to 8 duplex or single family buildings** which are located at the Lake Terrace Apartments (S.E.26 St. and S.E 26 Terrace)

General Administration

Gainesville Housing Authority Staff will produce the scope of work consistent with the approved Work Plan and provide project management services as required by this agreement ,Gainesville Housing Authority and the Department of Housing and Urban Development procurement and project management procedures. The project will entail the following:

- *Requesting bids to re-roof housing units within the allotted budget (approximately 6-8).*
- *Project management of the construction work.*

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight;

or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet (indicate which National Objective). Briefly describe how this National Objective will be met.

These funds will benefit low and moderate income persons by assisting to provide housing that is safe, and in good repair.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Roofs replaced	*4*	*12*

[NOTE:] *A unit of service consists of a housing unit/building. The final number of buildings able to be completed with the allotted funds will depend on the results of the sealed bids. Construction time should not exceed 90calendar days*

D. Staffing *-_Vince Marino – Gainesville Housing Authority Project Manager - time commitment as required for contract and construction administration*

E. Performance Monitoring

The County shall monitor the Subrecipient's performance under this Agreement, as well as the FFY 2008 Disaster Recovery Program Agreement between the County and the Department of Community Affairs to ensure that time schedules are being met, the Schedule of Deliverable and Scope of Work are being accomplished within the specified time period, and other performance goals are being achieved. A review shall be done for each function or activity in the Scope of Work above and reported in the quarterly report.

In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by County staff, limited scope audits, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Department to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the County will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October , 2010 and end by the 30th day of April of 2012. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount:
Replacement of damaged roof sheathing ,felt paper,wood fascia,aluminum soffit and fascia and associated systems for 6 to 8 duplex or single family buildings which are located at the Lake Terrace Apartments (S.E.26 St. and S.E 26 Terrace). Number of buildings to have reroofed will be dependent on outcome of bid and how many can be done within the allotted budget of anticpated that approximately 12 units can be completed.	*$60,000. It is*

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $60,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

County	Subrecipient
Leslie McLendon, Planner	Gail Monahan, Exec. Director
County Alachua County	Subrecipient Gainesville Housing Authority
[Address] 10 SW 2nd Avenue, 3rd Floor	[Address] 1900 S.E. 4th St.
[City, State, ZIP] Gainesville, FL 32601	[City, State, ZIP] Gainesville Florida
[Telephone] 352-374-5249	[Telephone] 352-372-2549
[Fax Number] 352-338-3224	[Fax Number]

VI. SPECIAL CONDITIONS

1. Prior to the obligation or disbursement of any funds and no later than ninety-days (90) from the effective date of the County's agreement with DCA June 16, 2010, the Subrecipient shall complete the following:

    a. Coordinate with the County to comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedure for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, national Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department of Community Affairs (DCA), DCA will issue a Release of funds via the County.

    b. The documentation required in Article VIII, paragraph D2 in this Agreement for any professional services contract associated with activities funded under this grant.

2. The Subrecipient shall not undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended.

3. Payment for the acquisition of property, right-of-way, or easement must be approved in writing by the County prior to distribution of funds. Should the Subrecipient fail to obtain County approval, any portion of the cost of the acquisition exceeding Fair Market Value as established in the Housing

and Urban Development (HUD) Handbook 1378 shall not be paid with Disaster funds. Furthermore, if grant funds are used for acquisition, the requirements of 24 CFR 570.83 (e) (2) regarding final use or disposition shall be met.

4. If grant funds are used for acquisition of property for, or infrastructure in support of, LMI housing construction, construction of the housing must be completed and LMI benefit documented during the sub-grant period.

5. If the project involves installation of new sewer lines, or a new sewer treatment plant funded (partially or wholly) from Disaster funds and new sewer lines funded by another source, the Subrecipient shall document notification to appropriate households of the requirement in Section 381.00655(1), Fla. Stat. (1995) to hookup to the sewer system within 365 days of its availability. (Note that the notification is to be provided at least one year prior to the anticipated availability of the system.) Special assessments or impact fees cannot be charged to households that are to be hooked-up to a water or sewage system.

6. The maximum percentage of subgrant funds allowed for architectural and engineering costs shall be based on the subgrant activities which require architectural design and engineering and shall not exceed the Rural Development (RD) Rural Utility Service (RUS) fee schedule (Form RD 1942-19) in Florida RUS Bulletin 1780-9, which can be obtained from the County, and which is incorporated herein by reference.

   a. If more than one design professional is needed for an activity or activities (e.g., a landscape architect in addition to an engineer for sidewalk construction in a Commercial Revitalization project), the local government shall not exceed the appropriate RD/RUS fee curve for each activity covered by each design professional negotiated separately. For projects involving both Table I and II activities, engineering costs shall be pro-rated appropriately. The County will not fund or reimburse costs of engineering activities that are not eligible under the Rural Utilities Service (RUS) fee schedule or those costs that exceed the RUS rates.

7. The Subrecipient, by executing this Agreement, certifies that program income received and retained by the local government before closeout of the grant will be used to continue grant activities in compliance with all applicable rquriemetns of 25 C.F.R. Section 570.489(e). the amount of program income earned and expended must be reported to DCA via the County on a quarterly basis.

8. A deed restriction shall be recorded on any real property or facility acquired with Disaster funds. This restriction shall limit the use of that real property or facility to the use stated in the Application and that title shall remain in the name of the Subrecipient. Such deed shall be made a part of the public records in the Clerk of Court of the County in which the Subrecipient is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).

9. The Subrecipient shall conduct all public hearings relating to this Agreement and performance hereunder in a location that is accessible to physically handicapped persons or make such

accommodations as necessary to provide for active participation of handicapped persons desirous of attending such public hearings.

10. All amendments to the activities contained in the application, including proposed new activities must be approved by DCA via the County in writing prior to the date of initiation of that activity or the execution of any contract with any third party relating to such activity. The County reserves the right to require that an activity meeting the Low to Moderate Income (LMI) national objective be replaced with another activity meeting the LMI national objective if the original activity cannot be completed.

11. All requests for subgrant amendments shall include the following written documentation for review by the County:

    a. A cover letter signed by the Chief Elected Official or his or her designee which describes the need for the proposed changes and their effect upon the approved project.
    b. All application forms that would be changed by the proposed amendment.
    c. If applicable, a revised activity work plan; a revised budget showing the current and amended budget; if there is a change in activity location, a legible map which indicates the proposed change.
    d. If applicable, a copy of the minutes of the meeting of the Citizen's Advisory Task Force (CATF) when the proposed amendment was reviewed.
    e. If applicable, a copy of the public notice of the public notice for the public hearing at which the amendment was approved.
    f. Signature of the Chief Elected Official on Modification Form DCA 07.02.
    g. The amendment must be received by the County at least 45 days prior to the end of the subgrant agreement. If the amendment is extending the subgrant agreement period, it must be received by the County at least 90 days prior to the end of the subgrant agreement.
    h. If the local government requests administrative closeout prior to the termination date of the subgrant agreement, any amendment affecting closeout and requiring County approval must be included with the closeout.
    i. Any proposed amendment extending the termination date of the subgrant agreement must be approved by the County. The local government must explain any delay affecting project completion and must justify the need for the extension.

12. The Subrecipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and with all other environmental regulatory requirements.

13. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; Disaster financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).

14. The Subrecipient shall maintain records of its expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget line items by

service area contracted activity as defined on Attachment A, Budget and Scope of Work, and on Attachment I, Activity Work Plans.

15. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package, and a copy of the certification shall be submitted with the administrative closeout package.

16. If, as a result of a site visit, the County identifies any issues affecting the eligibility for funding any activity in the application, the local government shall provide information necessary to establish eligibility for the activity under the Disaster Recovery initiative program requirements or replace the activity with a new activity meeting program requirements.

17. Following demolition of a structure on private property, the local government shall place a lien against the real property for the cost of demolition. If the lien is not recorded against the real property, then the demolition cost is not an eligible cost under the grant. A lien is not required when the demolition is needed for residential reconstruction completed during the sub-grant period. A copy of the lien shall be maintained in the project files. When the lien is paid, the funds shall be treated as program income in accordance with CDBG regulations in 24 CFR 570.

18. For any activity performed as an "urgent need," the project files shall document that the activity meets the requirements of 24 CFR 570.483 (d) to qualify under the "urgent need" national objective. For these disaster recovery funds, the "threat to health or welfare" portion of the requirements may be established in the context of the 2008 hurricane season damage. The Subrecipient must submit an appropriate and properly completed National Objective Form, including attachments; to the County for review and approval before funds may be drawn down to implement those activities. A copy of the approved National Objective Form must be maintained in the sub-grant file.

19. If grant funds are used for the "slum and blight" national objective, the Subrecipient must submit a National Objective Form, including attachments, to the County for review and approval before funds may be drawn down to implement those activities. Before approval, the project files must document that the activity took place in an area officially designated as "slum" or "blighted" and meets HUD requirements for "slum and blight" on an area basis, or "slum and blight" on a "spot blight" basis. A copy of the approved National Objective form must be maintained in the sub-grant file.

20. For activities where hookups or connections are required as a condition for beneficiary access to a Disaster Recovery funded public improvement, no hookup or connection fees shall be charged to very- low, low or moderate-income beneficiaries.

21. For any construction contract that requires payment of prevailing wages under the Davis-Bacon and Related Acts (DBRA), the Subrecipient shall take the following actions so that the County may convey reporting requirements to the Department of Community Affairs:

    a. Obtain a wage decision from DCA via the County using its Wage Decision Request form or a similar document with the same information; and

b. Prior to awarding the construction contract, submit the Bidding Information and Contractor Eligibility form, or document with the same information, and obtain DCA's confirmation via the County that the contractor is not excluded from participation in federally funded projects.

22. Pursuant to the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), no activity may receive assistance from these funds with respect to any cost that is reimbursable by FEMA, eligible for Small Business Administration assistance, insurance, or any other program or sources. The Subrecipient's project files shall document how compliance with this prohibition on duplication of benefits was determined for each activity, including sub-recipients and, for housing or other direct benefit activity, individual beneficiaries. Duplication of benefits identified during monitoring, by an audit, or other means may require repayment of duplication of benefit funds.

23. Before expending disaster recovery funds for housing rehabilitation projects, the Subrecipient must receive prior written approval of release of funds and the file shall document damage by the applicable 2008 storm.

24. The County of these Disaster Recovery funds will be responsible for management of all subrecipients vendors and contractors that will receive funding from this grant or will assist the Subrecipient in carrying out the activities funded under this grant. Subrecipients must take steps to ensure compliance with applicable Federal and State rules and regulations. The Subrecipient's monitoring must cover each program, function or activity. Site visits and any necessary review of files should be undertaken on a regular basis to ensure that projects are being carried out in a timely manner and that they comply with required rules and regulations. During on-site visits, DCA may request documentation that reviews of Subrecipients or contracted work has been monitored on a regular basis.

25. Definitions:

a. **Activity Delivery Costs** - Activity delivery cost means a cost, except engineering, that can be directly associated with, and is required for, performing a specific activity. Activity delivery costs are charged to the activity line item. Engineering costs shall be charged to the engineering line item and has a separate limit. Activity delivery cost is a maximum of 5% for infrastructure and a maximum of 12% for housing activities. Typical activity delivery costs chargeable to Federal awards are:

a. Compensation of employees for the time devoted and identified specifically to the performance of those awards.

b. Cost of materials acquired, consumed, or expended specifically for the purpose of those awards.

c. Equipment and other approved capital expenditures.

d. Travel expenses incurred specifically to carry out the award.

b. **Architectural and Engineering Services** - Basic services required to be performed by an architect or engineer licensed by the State of Florida including preliminary engineering, design services and services during construction except for the following:

i. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys.
ii. Laboratory test, well tests, borings, specialized geological soils, hydraulic or other studies recommended by the engineer.
iii. Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights.
iv. Necessary data and filing maps for water rights.
v. Redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available.
vi. Appearance before courts or boards on matters of litigation or hearings related to the project.
vii. Preparation of environment assessments or environmental impact statements
viii. Performance of detailed staking necessary for construction of the project in excess of the control skating.
ix. Provision of the operation and maintenance manual for facilities.
x. Activities required for obtaining state and federal regulatory agency construction permits.
xi. Design of hookups.
xii. Cost of engineering specialties such as electrical; hydro geological services; biologists; and heating, ventilation, and air conditioning (HVAC).

c. **Authorized Signature** - the original signature of the Chief Elected Official or the signature of a person who is designated by charter, resolution, code, ordinance or other official action of the local government to sign Disaster Recovery related documents. If a signature other than the Chief Elected Official is submitted, a copy of that designation must accompany that signature.

d. **Direct Benefit** - CDBG assistance that promotes or enhances individual well-being including housing rehabilitation, sewer and water hookups, or job creation by a Participating Party. Activities that only meet a national objective through an area-wide determination do not confer direct benefit.

e. **Job Creation Location** – is the geographic location within the project area where job creation activities of the Participating Party and expenditure of non-public funds will occur. This excludes any locations where public funds from any source are being expended for local government-owed infrastructure, local government owned public facilities or within public easements or rights-of-way.

f. **Jobs Created** – means permanent jobs which were not in existence in the State of Florida prior to the provision of the disaster assistance and which would not be created without CDBG Disaster Recovery assistance. In cases where an employer both creates and eliminates jobs, "jobs – created" means the difference between the new jobs –created and the old jobs eliminated.

g. **Jobs Permanent** – a full-time position or a full-time equivalent position (2,000 hours annually) as set forth in the application which is necessary to the overall goals and objectives of a business and which has no known end, and which will be maintained by the Participating Party for a minimum of one year from natural conditions or as otherwise clarified in 24 C.F.R. 570.483(b)(4).

h. **Jobs Retained** – a permanent position which, without CDBG Disaster Recovery assistance, would be abolished by layoffs, plant closing, or other severe economic or natural conditions or as otherwise clarified in 24 C.F.R. 570.483(b)(4).

i. **Jurisdiction** – is the corporate limits of a local government or the area over which it has zoning authority.

j **Liquidated Damages** - funds paid to a local government by a contractor, vendor, or any other party pursuant to a pursuant to a CDBG-funded contract when such payment is triggered by nonperformance or failure to perform on their part. This definition is applicable whether such funds are withheld by the local government or repaid or rebated to the local government by the contractor, vendor or third party.

k. **Public Notice** - defined as an advertisement published in a local newspaper of general circulation at least five days, and no more than 20 days, prior to the event for which the notice was placed. of the time period shall not include the date of publication of the notice.

l. **Section 3** – refers to Section 3 of the Housing and Community Development Act of 1968, as amended, as effective on 5-23-06, and 24 C.F.R. Part 135, as effective on 5-23-06, relating to employment and other economic opportunities for lower income persons.

m. **Service Area** - total geographic area to be served by a sugbrant-funded activity, where at least 51 percent of the residents are low and moderate income persons. A service area will encompass all beneficiaries who are reasonably served or would be reasonably served by an activity.

26. The Subrecipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. 570.487, 24 C.F.R. Part 35, and Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4822 et seq.). The Subrecipient is required to:

a. Prohibit use of lead-based paint;
b. Notify potential beneficiaries of the hazards of lead-based paint;
c. Inspect properties prior to initiating rehabilitation to determine if lead-based paint is present;
d. Take any necessary actions to ensure the protection of workers and occupants during abatement;
e. Ensure that proper cleanup and disposal procedures are used; and
f. Retain records of enforcement and monitoring for at least three years.

27. At the time of submission of the closeout report, the Subrecipient must have available documentation which verifies its certification that all construction has been completed, inspected and approved by all parties prior to the Subrecipient agreement end date and submission of the administrative closeout. Upon completion of the activities contained in the Subrecipient's Disaster Recovery CDBG Subrecipient agreement, including any amendments, the local government shall submit to the County a closeout which, at a minimum, gives the final statement of costs, certifies that the project and all non-administrative activities are completed and accepted, that all costs except those reflected on the closeout, and reflected on an enclosed final request for funds, and reports demographics of the program's beneficiaries.

28. Liquidated damages, rebates, refunds, or any other "non-program income" funds received shall be used to conduct additional eligible CDBG activities or returned to the County. Additional direct and quantifiable costs (i.e., legal fees, court costs, engineering fees or administrative fees) generated by the incident creating the liquidated dames may be deducted from the total liquidated damages prior to undertaking additional activities or returning funds to the County. Use of the funds for additional eligible Disaster Recovery CDBG activities must be preceded by an amendment to the contract detailing their use.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by Alachua County of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance as well as with any applicable County requirements.

F. County Recognition

The Subrecipient shall insure recognition of the role of the County and DCA in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the County or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, construction reports, David-Bacon records, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all Disaster Recovery funds. In the event the County determines that such records are not being adequately maintained by the Subrecipient, the County may cancel this Agreement in accordance with Article 7, paragraph H herein. This Article shall survive the expiration of earlier termination of this Agreement.

With respect to all matters governed by this Agreement, records will be made available for examination, audit, inspection or copying purposed at any time during normal business hours and as often as the County, DCA, HUD, representatives of the Comptroller General of the United States or other federal agency may require. The Subrecipient will permit same to be examined and excerpts or transcriptions made or duplication from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. For rental properties, the Subrecipient shall retain all records and supporting documentation applicable to this Agreement for six (6) years after the affordability period or the property is sold to an eligible homebuyer, whichever occurs first. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six (6) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

If applicable, the Subrecipient shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the Subrecipient in connection with this Agreement.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to

comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

The County will reimburse the subrecipient on a monthly basis for each request under this Agreement based on actual expenditures which are properly documented as eligible costs for eligible recipients, made in accordance with this Agreement and all Attachments thereto. All requests for payment shall be submitted to the County according to the format established in The Report for Reimbursement Form (Attachment A) , together with supporting documentation in detail sufficient for a proper pre- and post- audit review. The County requires all expenditures for which reimbursement is requested, with the exception of the Developer Fee, be substantiated by copies of paid, i.e, cancelled checks (copies front and back). Any other form of backup must be approved by the County. The Financial Report form shall be signed by the Subrecipient's Chief Executive Officer, who shall certify that, to the best of his or her knowledge, the data reported therein is correct, that the amounts reported therein have been spent for a national objective according to CDBG guidelines , and that none of these payments, nor any portion thereof, have been submitted to or reimbursed

by any other public or private organization or person or by the County under any other agreement. Payment will be contingent upon receipt, review, and approval by the County via DCA of monthly expenditure reports, along with all supporting documentation required by DCA. Monthly expenditure reports must be received by the County within 20 days of the close of the month following the month for which payment is requested (within 50 days total of the requested period). After the Financial Report and supporting documentation have been reviewed and approved, the County will request reimbursement from the Department of Community Affairs. It is fully and expressly agreed that DCA's and the County's determination as to the acceptability of the subject Financial Report, as well as all supporting documentation for same, shall be conclusive.

4. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

4. Documentation

For each procured and executed professional services contract for which Disaster funding will be requested, or within five (5) days of the execution of any yet to be procured professional services for which Disaster funding will be requested, submit a copy of the procurement documents listed below. The Subrecipient proceeds at its own risk if it incurs or expends any funds for a professional services contract before the County reviews and approves the procurement.

a. Public notice of the terms of the request for proposals in a newspaper of regional circulation, including affidavit of publication;

b. List of entities to whom a notification of the request for proposals was provided by email, U.S mail or by fax;

c. List of firms that submitted a proposal (only if short-listing procedure was used);

d. Completed short-listing evaluation / ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);

e. Completed final evaluation / ranking forms;

f. Portion of commission minutes dealing with contract award;

g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);

h. Contract (signed or proposed);

i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over $150,000;

j. If a protest was filed, a copy of the protest and documentation of resolution;

k. A request for the County's approval of a single source procurement if only one firm was considered and the contract exceeds $25,000;

l. If a regional planning council or local government is performing the services, submit only a copy of the contract and cost analysis information.

5. The Subrecipient shall not enter into a contract to be paid with Disaster funds based on a sole source or single proposal procurement action without prior written approval from the County. Failure to secure the prior written approval shall relieve the County of any obligation to fund the said procurement contract, including any payments previously made. If professional services procurement will not be undertaken, advise the County.

6. For any activity that requires construction plans and specifications prepared by an engineer or architect:

a. Provide to the County a copy of all engineering specifications and construction plans. The Subrecipient shall also furnish the County, prior to soliciting bids or proposals, a copy of all bid documents for all services and/or materials to provide those services and/or materials for all construction activities when the bids are expected to exceed $25,000. These submissions are for the limited purpose of identifying the extent of the activities to be accomplished with Disaster funds under this Agreement, and inclusion of program requirements, and in no way does it indicate that the County has conducted a technical review of, or approved the plans or other bidding documents;

b. The Subrecipient shall not publicize any request for bids for construction purposes or distribute bid packages until the County has provided to the Subrecipient, written acceptance of the engineering specifications, construction plans, and bid documents; and

c. In any service area which requires construction plans and specifications prepared by an engineer or architect, no more than twenty-five percent (25%) of the grant administration amount allocable to that service area may be requested until the construction plans and specifications for that service area have been received for review by the County. For the purpose of this condition, the allocable grant administration amount for each service area is calculated by first determining each service area's percentage of total project costs, excluding administrative costs, and then multiplying the service area's percentage of total project costs by the total administrative budget. This calculation results in a percentage of total administrative costs per service area based on each service areas percentage of the grants total project costs, excluding administrative costs.

7. Any procurement which requires public notice in a newspaper (except as otherwise provided for in this contract) shall be published in a daily newspaper of general circulation in a nearby Office of Management and Budget (OMB) designated metropolitan statistical area (MSA). Alternatively, a local government may substitute such notice with a combination of local newspaper publication and mailed announcements to potential bidders, which generates at least three responsible and responsive bids or proposals. Such publication and/or mailing shall allow at least 12 days for receipt of the proposals or bids.

8. The County must provide written permission prior to the local government awarding any contract exceeding $25,000 procured as a result of inadequate competition, a sole source or noncompetitive procurement. For contracts below $25,000, the local government's files must document the justification for such noncompetitive procurement which complies with 24 C.F.R. 85.36(b)(4).

9. All contracts for professional services shall conform to the following:
    i. Any Request for Proposals which includes more than one service shall provide that: Proposals may be submitted for one or more of the services; qualifications and proposals shall be separately stated for each service; The evaluation of the proposals shall be separate for each service.
    ii. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published Request for Proposals. Based on those criteria, the written evaluation will document why the successful proposal was selected.
    iii. A separate professional services contract must be procured and executed between the local government and any professional services consultant for each particular CDBG subgrant and each service. Each advertisement for procurement of CDBG professional services, except for subgrant application preparation, must identify either the CDBG subgrant cycle by federal fiscal year or the CDBG subgrant cycle by federal fiscal year or the CDBG subgrant agreement to which it is applicable.

iv. Each professional services contract must reference the CDBG subgrant agreement to which it is applicable.

b. If CDBG and other sources of funding are being jointly used to fund activities under a single contract, the activities to be paid for with CDBG funds must be shown separately in the bid proposal so that the CDBG activities and the amount of the contract to be paid from CDBG funds are identifiable.

c. If, after applying any specified deductive alternates, construction bids exceed available funds, the local government shall not negotiate with the low bidder unless there is only one bidder or all bidders are allowed to submit revised bids for the revised project.

d. If the construction cost can be reduced by deleting entire line items or reducing quantities based on unit prices identified in the bid, the effect of such deletions or reductions on all bidders' prices shall be determined. Contract award shall be made to the low, responsive and responsible bidder for the revised project.

e. All contracts in excess of $100,000 covered by Section 3 regulations shall contain the language required in 24 C.F.R. 135.38.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the County deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to

the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

F. Evaluation

The Subrecipient agrees that the County shall be responsible for monitoring and evaluation all aspects of the services provided under this Agreement. The County shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the County, DCA, HUD, or the State of Florida to accomplish this obligation, subject to state and federal confidentiality requirements.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The County may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

1. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Employment Opportunity

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out and Equal Employment Opportunity Plan in keeping with the principles of as provided in President's Executive Order 11246 of September 24, 1966. The Subrecipient shall submit a plan to the County for Equal Employment Opportunity for review prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books,

records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Equal Employment Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible,

priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Subrecipient from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Alachua County

By _____
Chief Elected Official or Executive Officer

Gainsville Housing Authority

By Gail Monaco

Title Executive Director

Attest _____

ASSISTANT COUNTY CLERK

Countersigned: _____ By _____

FINANCE OFFICER

Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

_____

ASSISTANT COUNTY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANCE SUPERVISOR

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Attachment A: REQUEST FOR FUNDS & REPORT ON ACCOMPLISHMENTS TO DATE
Small Cities Community Development Block Grant, Disaster Recovery and Neighborhood Stabilization Programs

Department of Community Affairs (06/09)

(1) Local Government: _____ (2) Contract #: _____ (3) Request For Funds #: _____

(4) Contract Expiration Date: _____ (5) Request Period: From: _____ To: _____

(6) Form Prepared By: _____
Name Telephone Fax Email

(7) DCA Grant Manager: _____

Funding Source
[ ] Small Cities CDBG
[ ] Disaster Recovery
[ ] Neighborhood Stabilization

(8) Activity Number	(9) Activity Name	(10) IDIS Number (DCA use only)	(11) Current Budget For This Activity From Contract or Last Amendment	(12) Balance by Activity (Current Budget Less Previous Requests for Funds)	(13) Amount of this Request For Funds	(14) Balance For Activity (After This Request for Funds)	(15) Non-CDBG Funds Disbursed to Date For Activity	(16) Activity Accomplishments to Date
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
			$0.00	$0.00	$0.00	$0.00	$0.00	0
Grand Total			$0.00	$0.00	$0.00	$0.00	$0.00	0

(9) By Activity (excluding Administration) describe quantitatively what you have done so far in your project and what percent of each activity is complete. Use an extra page if necessary to be thorough and complete.

Name of Person Submitting Payment Request: _____ Signature: _____ Date Signed: _____

Name of Person Responsible for Approving Payment: _____ Date Approved: _____

Rev 10 2009

#7456

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 14, 2010

MEMORANDUM

To: Ramesh Buch
Environmental Protection Department

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on September 13, 2010**

Attached please find one original of the document referenced below which was approved by the County Manager on the date referenced above.

UNITED STATES DEPARTMENT OF AGRICULTURE NATIONAL RESOURCE CONSERVATION SERVICE

Cooperative Agreement Amendment, 73-4209-69-02, for the Farm and Ranch Lands Protection Program
Term: September 3, 2009 – September 30, 2013
Amount: $55,000 Revenue Account: 302-5562

Please keep a copy for your files. Thank you for your assistance.

Enclosures

cc: File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

RECEI
SEP 1 2010
PROTECTION
DEPARTMENT

Agreement No. **73420996902**

COOPERATIVE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
COMMODITY CREDIT CORPORATION
ACTING THROUGH THE
NATURAL RESOURCES CONSERVATION SERVICE
and the
Alachua County
for the
FARM AND RANCH LANDS PROTECTION PROGRAM

Cooperative Agreement Number 73420996902 between the **United States of America (the United States),** acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC), and **Alachua County (the County)** for the implementation of the Farm and Ranch Lands Protection Program (FRPP), originally made on the 03 day of September, 2009 is hereby amended on the 14th day of September, 2010 to add or change the following:

1. IV. OBLIGATION OF FUNDS

Change IV. To:

Upon execution of this agreement, the United States shall obligate the sum of $157,500 in FY2010 funds for the acquisition by the County of conservation easements for the parcels listed on Attachment B.

Fiscal Year	Attachment with Associated Parcels	Funds Obligated	Fund Code
2010	B	$157,500	121069F

2. Add Attachment B - List of Pending Conservation Easement Offers on Which the Obligation of FY 2010 Funds is Based

3. All other terms, conditions, and provisions of the original agreement remain in force and effect and are hereby made a part of this agreement.

IN WITNESS WHEREOF, the following authorized representatives of the United States and the County have executed this Cooperative Agreement.

Alachua County

By: County Manager 9/13/10 Date

Approved as to Form:

By: Alachua County Attorney

UNITED STATES OF AMERICA
COMMODITY CREDIT CORPORATION

By: Carlos Suarez, NRCS State Conservationist Jeffrey Woods, Acting STC 9/14/10 Date

Attachment B
List of Pending Conservation Easement Offers on Which the Obligation of FY 2010 Funds is Based

Landowner's Name and Address*	Acres	Estimated Conservation Easement Value	Estimated Federal Contribution to the Estimated Conservation Easement Value (no greater than 50% of the Estimated Value)
Claudia T. Hogan , life estate. 6410 SE 92ND TER GAINESVILLE, FL 32641	22	$55,000	$27,500
Claudia T. Hogan , life estate. 6410 SE 92ND TER GAINESVILLE, FL 32641	40	$100,000	$50,000
R.J. and Joan Hogan 6410 SE 92ND TER GAINESVILLE, FL 32641	40	$100,000	$50,000
Hogan & Hogan (co-trustees) 6410 SE 92ND TER GAINESVILLE, FL 32641	40	$60,000	$30,000
* All ownerships to be consolidated into family trust			

#7321

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 20, 1010

MEMORANDUM

To: Contract File

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the Assistance County Manager on October 27, 2010 and signed by the State November 24, 2010.**

Attached please find a copy of the document referenced below which was approved by the Board on the date referenced above.

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS

CDBG Disaster Recovery Program (Contract # 10DB-D4-03-11-01-K 01)
Term: June 16, 2010 – June 16, 2012
Amount: $60,000.00 Account: TBD 6500

Please keep a copy for your file. Thank you for your assistance.

Enclosures

cc: OMB
Finance & Accounting
Board Secretary

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

Received: Commission Office
Date: 12/10/10
From: Chair
To: BoCC, RHR, D.Wagner, Agenda
John Johnson (original)
attachments in chairmail
file available upon request

The Honorable Cynthia Moore Chestnut
Chairperson Alachua County Board of
County Commissioners
P.O. Box 2877
Gainesville, FL 32602-2877

Re: Disaster Recovery Community Development Block Grant (CDBG) Program
Contract Number: 10DB-D4-03-11-01-K 01 – Alachua County

Dear Chairperson Chestnutt:

A review of the proposed Modification Number 01 to the referenced subgrant agreement, transmitted under cover of Leslie McCledon's letter dated October 28, 2010, has been completed. The review indicates that the revised budget and work activity plans appear to be in accordance with program requirements. An approved copy of the fully executed modification is enclosed with this letter. Please retain the modification in the official CDBG subgrant files.

If you have questions regarding this matter, please contact Carlos B. Collins, Community Assistance Consultant, at Carlos.Collins@dca.state.fl.us or (850) 413-8415.

Sincerely yours,

Jacquelyn W. Dupree

Jacquelyn W. Dupree, Community Program Manager Florida Small Cities CDBG, Disaster Recovery and Neighborhood Stabilization Programs

JWD/cbc

Enclosure(s)

cc: Leslie McClendon, Planner

2555 SHUMARD OAK BOULEVARD ▯ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ▯ 850-921-0781 (f) ▯ Website: www.dca.state.fl.us
▯ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ▯ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ▯
▯ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ▯

Attachment I
DEPARTMENT OF COMMUNITY AFFAIRS CDBG DISASTER RECOVERY PROGRAM
PROJECT WORK PLAN

RECIPIENT Alachua County
CONTRACT NO. 10DB-D4-03-11-01-K-01

DATE PREPARED ~~May 18, 2010~~ October 25, 2010
PROJECT BUDGET $ $60,000

Service Area #1: Multi-Unit Rehab/Gainesville Housing Authority

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
July 2010	Sept. 2010	Award subrecipient agreement with Alachua County Housing Authority			
~~June~~ Oct 2010	~~Sept.~~ Dec 2010	Identify Housing Units			
July 2010	Sept 2010	Conduct Environmental Review Assessments on Housing Projects			
Oct 2010	Dec 2010	Housing Units Identifies – Begin Procurement for Contractors			
Nov 2010	Mar 2011	Rehab of Selected Housing Units – Draw Down	~~8~~ 4	20,000	
Mar 2011	June 2011	Rehab of Selected Housing Units – Draw Down	~~8~~ 4	20,000	
June 2011	Aug 2011	Rehab of Selected Housing Units – Draw Down	~~8~~ 4	20,000	
Jan 2012	Jan 2012	Final Review, Release of Liens Close out of Housing Units			
Mar 2012	Mar 2012	Begin completing closeout packet for Submission			
Apr 2012	Apr 2012	Submit Closeout packet to Department for Review			

Note: More than one activity may be included per form.

Attachment I
DEPARTMENT OF COMMUNITY AFFAIRS CDBG DISASTER RECOVERY PROGRAM
PROJECT WORK PLAN

RECIPIENT Alachua County
CONTRACT NO. 10DB-D4-03-11-01-K01

DATE PREPARED ~~May 18, 2010~~ October 25, 2010
PROJECT BUDGET $ $60,000

Service Area #2: Multi-Unit Rehab/Alachua County Housing Authority

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
July 2010	Sept. 2010	Award subrecipient agreement with Alachua County Housing Authority			
July 2010	Sept 2010	Identify Housing Units and Conduct Environmental Review			
Oct 2010	~~Oct~~ Dec 2010	Procure contractor for materials			
Nov 2010	March 2011	Purchase materials	~~179~~ 110	$60,000	
Jan 2012	Jan 2012	Final Review, Release of Liens Close out of Housing Units			
Mar 2012	Mar 2012	Begin completing closeout packet for Submission			
Apr 2011	Apr 2011	Submit Closeout packet to Department for Review			

Note: More than one activity may be included per form.

(Rev. October 2010)

Attachment I
DEPARTMENT OF COMMUNITY AFFAIRS CDBG DISASTER RECOVERY PROGRAM
PROJECT WORK PLAN

RECIPIENT Alachua County
CONTRACT NO. 10DB-D4-03-11-01-K-01

DATE PREPARED May 18, 2010
PROJECT BUDGET $ $100,000

Service Area #3: Single Family Rehab/Mitigation City of Gainesville

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
July 2010	Sept. 2010	Award Subrecipient agreement with City of Gainesville			
Oct 2010	Dec 2010	Conduct Client Application Assessments			
Dec 2010	Feb 2011	-Housing Units Identified -Preliminary Inspections Conducted -Conduct Environmental Review Assessments on Housing Projects			
Mar 2011	Apr 2011	Begin Procurement for Contractors			
May 2011	Jun 2011	Construction of Selected Housing Units – Draw Down	**3**	**$20,000**	
Jun 2011	Jul 2011	Construction of Selected Housing Units – Draw Down	**4**	**$30,000**	
Jul 2011	Aug 2011	Construction of Selected Housing Units – Draw Down	**4**	**$30, 000**	
Aug 2011	Sep 2011	Construction of Selection Housing Units – Draw Down –	**3**	**$20,000**	
Oct 2011	Nov 2011	Final Review, Release of Liens Close out of Housing Units			
Nov 2011	Dec 2011	Begin completing closeout packet for Submission			
Jan 2012	Jan 2012	Submit Closeout packet to Department for Review			

Note: More than one activity may be included per form.

(Rev. March 2010)

Attachment I
DEPARTMENT OF COMMUNITY AFFAIRS CDBG DISASTER RECOVERY PROGRAM
PROJECT WORK PLAN

RECIPIENT Alachua County
CONTRACT NO. 10DB-D4-03-11-K 01

DATE PREPARED ~~May 18, 2010~~ October 25, 2010
PROJECT BUDGET $ 189,213

Service Area #4 City of Newberry Flood & Drainage Improvement Project

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
July 2010	Sept 2010	Award Subrecipient Agreement with the city of Newberry	N/A		
Jun 2010	Oct 2010	Conduct Environmental Review Assessment			
Jun 2010	~~Oct~~ Nov. 2010	Procure Engineering Services (contract amount)		~~$29,195~~ $23,200	
~~Oct.~~ 2010	~~Oct~~ 2010 Dec. 2010	Geotechnical borings		$5,000	
Oct 2010	~~Jan~~ Feb 2011	Draft Plans & Specs			
Feb 2011	Feb 2011	Request Wage Decision from DCA			
Mar 2011	Mar 2011	Submit Plans & Specs to DCA for Review			
Apr 2011	June 2011	Advertise Bid/Submit Contractor Clearance/Award Contract/Notice to Proceed			
Nov 2011	Nov 2011	Begin Construction Drainage/Street Improvement		~~$20,000~~ $25,995	
Nov 2011	Dec 2011	Request Draw Down – Ongoing Construction 50% Completed		$59,009	
Dec 2011	Jan 2012	Request Draw Down – Construction 100% Completed		$59,009	
Dec 2012	Jan 2012	Final Inspection/Certification Request Final Draw		$17,000	
Apr 2012	May 2012	Complete Close out Packet and submit to DCA for review			

Note: More than one activity may be included per form.

(Rev. October 2010)

Attachment I
DEPARTMENT OF COMMUNITY AFFAIRS CDBG DISASTER RECOVERY PROGRAM
PROJECT WORK PLAN

RECIPIENT Alachua County
CONTRACT NO. 10DB-D4-03-11-01-K01

DATE PREPARED May 21, 2010
PROJECT BUDGET $ 54,713.00

Service Area #5 City of Archer/ Flood & Drainage Improvement Project

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
Jun 2010	Sept 2010	Award Subrecipient Agreement with the City of Archer	N/A	0	
Jun 2010	Sept 2010	Conduct Environmental Review Assessment	N/A	500	
Jun 2010	Jun 2010	Procure Engineering Services	N/A	0	
Jun 2010	Aug 2010	Survey & Geotechnical	N/A	3500	
Sept 2010	Oct 2010	Draft Plans & Specs	N/A	2475	
Oct 2010	Oct 2010	Request Wage Decision from DCA	N/A	0	
Nov 2010	Dec 2010	Submit Plans & Specs to DCA for Review	N/A	2475	
Jan 2011	Feb 2011	Advertise Bid/Submit Contractor Clearance/Award Contract/Notice to Proceed	N/A	978	
Mar 2011	Mar 2011	Begin Construction Drainage Pond Improvement	N/A	0	
Apr 2011	Apr 2011	Request Draw Down – Ongoing Construction 30% Completed	30% of excavation	11803	
May 2011	May 2011	Request Draw Down – Ongoing Construction 50% Completed	50% of excavation	7976	
Jun 2011	Jun 2011	Request Draw Down – Construction 100% Completed	100% of excavation	19452	
July 2011	July 2011	Final Inspection/Certification Request Final Draw	N/A	5554	
Aug 2011	Aug 2011	Complete Close out Packet and submit to DCA for review	N/A	0	

Note: More than one activity may be included per form.(Rev. March 2010)

ATTACHMENT A - PROGRAM BUDGET AND SCOPE OF WORK SUMMARY

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION						$11,896.00		
ENGINEERING	21B	ENGINEERING						$31,910.00		
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
	14B	REHAB, MULTI-UNIT RESIDEN.	HU	122	203		203	$120,000.00		
SUBTOTAL			HU	122	203		203	$163,806.00		
ALL OTHER RECOVERY ACTIVITIES										
	14A	REHAB, SINGLE UNIT RESIDEN.	HU	14	35		35	$100,000.00		
	03I	RETENTION POND	UNIT	2	99		144	$212,016.00		
SUBTOTAL				16	134		179	$312,016.00		
TOTALS				138	337		382	$475,822.00		
TOTAL UNDUPLICATED BENEFICIARIES (FROM ALL SERVICE AREAS)					382	**TOTAL LMI BENEFICIARIES (FROM ALL SERVICE AREAS)**				337

revised 10/22/10

ATTACHMENT A.1 - SCOPE OF WORK BY SERVICE AREA

Service Area 1- Gainesville Housing Authority

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)										
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
	14 B	REHAB, MULTI-UNIT RESIDEN.	HU	12	38		38	$60,000.00		
SUBTOTAL			HU	12	38		38	$60,000.00		
ALL OTHER RECOVERY ACTIVITIES										
SUBTOTAL										
TOTALS				12	38		38	$60,000.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREAS)					38	TOTAL LMI BENEFICIARIES (THIS SERVICE AREAS)				38

revised 10/22/10

ATTACHMENTA.1 - SCOPE OF WORK BY SERVICE AREA

Service Area 2 - ALACHUA COUNTY HOUSING AUTHORITY

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)										
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
	14B	REHAB, MULTI-UNIT RESIDEN.	HU	110	165		165	$60,000.00		
SUBTOTAL			HU	110	165		165	$60,000.00		
ALL OTHER RECOVERY ACTIVITIES										
SUBTOTAL										
TOTALS			HU	110	165		165	$60,000.00		
TOTAL UNDUPLICATED BENEFICIARIES THIS SERVICE AREAS)					165	TOTAL LMI BENEFICIARIES THIS SERVICE AREAS)				165

revised 10/22/10

ATTACHMENT A.1- SCOPE OF WORK BY SERVICE AREA

Service Area 3 - CITY OF GAINESVILLE ROOF REPLACEMENT PROGRAM

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)										
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL										
ALL OTHER RECOVERY ACTIVITIES										
	14A	REHAB, SINGLE UNIT RESIDEN.	HU	14	35		35	$100,000.00		
SUBTOTAL		REHAB, SINGLE UNIT RESIDEN.	HU	14	35		35	$100,000.00		
TOTALS		REHAB, SINGLE UNIT RESIDEN.	HU	14	35		35	$100,000.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA)					35	**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA)**				35

revised 10/22/10

ATTACHMENT A.1 - SCOPE OF WORK BY SERVICE AREA

Service Area 4 - CITY OF NEWBERRY

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)										
ENGINEERING	21B	ENGINEERING						$23,200.00		
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL										
								$23,200.00		
ALL OTHER RECOVERY ACTIVITIES										
	03I	FLOOD AND DRAINAGE/RETENTION POND	UNIT	1	27		42	$166,013.00		
SUBTOTAL		FLOOD AND DRAINAGE/RETENTION POND	UNIT	1	27		42	$166,013.00		
TOTALS		FLOOD AND DRAINAGE/RETENTION POND	UNIT	1	27		42	$189,213.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA)					42	TOTAL LMI BENEFICIARIES (THIS SERVICE AREA)				27

revised 10/22/10

ATTACHMENT A.1 - SCOPE OF WORK BY SERVICE AREA

Service Area 5 - CITY OF ARCHER

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)										
ENGINEERING	21B	ENGINEERING						$8,710.00		
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL								$8,710.00		
ALL OTHER RECOVERY ACTIVITIES										
	03I	RETENTION POND	UNIT	1	72		102	$46,003.00		
SUBTOTAL			UNIT	1	72		102	$46,003.00		
TOTALS			UNIT	1	72		102	$54,713.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA)					102	TOTAL LMI BENEFICIARIES (THIS SERVICE AREA)				72

revised 10/22/10

MODIFICATION NUMBER _1_ TO GRANT AGREEMENT BETWEEN THE DEPARTMENT OF COMMUNITY AFFAIRS AND
ALACHUA COUNTY

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, (the Department"), and _Alachua County__, (the Recipient"), to modify DCA Contract Number _10DB-D4-03-11-01-K 01__, award dated June 16, 2010_, ("the Agreement").

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a grant of $_475,822 to Recipient under the Community Development Block Grant/Disaster Recovery Program ("CDBG/DRP") Program as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- **Reinstate Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

- **Extend Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of _____.

- **Revise Activity Work Plan**

3. The Attachment B, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

- **Revise Program Budget and Scope of Work**

4. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

- **Change in Participating Parties**

5. The Attachment G, Special Conditions section, is hereby modified to delete all references to "_____," as the Participating Party, and replace them with "_____" as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

- **Inclusion of an Unmet Need as Addressed in the Original Application**

6. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

7. The Attachment B, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

- **Change in Number of Accomplishments and/or Beneficiaries**

8. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

- **Modify Additional Special Conditions in Original Contract**

9. The Attachment J, Special Conditions section of the Agreement is hereby amended to include additional grant requirements, and is attached hereto and incorporated herein by reference.

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

Department of Community Affairs

By: Ken Reecy
Name: ~~Michael Richardson~~ KEN REECY
Title: ~~Assistant Secretary and~~ Acting Director of the Division of Housing and Community Development

Date: 11-24-10

Recipient Name: Alachua County

By: Richard Drummond
Name: Richard Drummond
Title: Assistant County Manager

Date: 10/27/10

SUBGRANTEE AND CONTRACTUAL AGREEMENT INFORMATION SHEET

SECTION 1 - GENERAL CONTRACT/GRANT INFORMATION

CONTRACT #: 10DB-D4-03-11-01-K 01 AWARD AMOUNT: $475,822.00

DIVISION: HCD BUREAU: CD PROGRAM: Community Development Block Grant

SUBGRANTEE/CONTRACTOR NAME: Alachua County

SUBGRANTEE/CONTRACTOR ADDRESS: Alachua County Board

(WARRANT REMITTANCE ADDRESS) 10 Southwest 2nd Avenue

Gainesville, Florida 32601

SUBGRANTEE/CONTRACTOR CONTACT PERSON: Leslie McClendon

DCA CONTRACT MANAGER: Carlos Collins/Colleen Matthews

BEGINNING DATE: 06/16/2010 ENDING DATE: 06/15/2012

FEDERAL EMPLOYER IDENTIFICATION/SOCIAL SECURITY NUMBER: 59-6000501
OR
SAMAS FUND IDENTIFICATION NUMBER:
(STATE AGENCIES ONLY -29 DIGITS)

MINORITY VENDOR CODE:_____
(If applicable, choose one: H-Black, I-Hispanic,J-Asia, K-Native American, W-Woman)

SECTION 2-SUBGRANT RECIPIENT DATABASE INFORMATION

OUTCOME EXPECTED (Please Check one only):
_X_ Community Development ___ Community Safety ___ Hazard Mitigation
____ Protecting Community Resources ___ Community Housing

ALLOCATION OF PROGRAM ASSISTANCE BY COUNTY:

COUNTY: ALACHUA COUNTY AWARD AMOUNT: $475,822.00 COUNTY MATCH AMOUNT: $546,736.00

STATEWIDE ALLOCATION

SECTION 3 - SUBGRANT/CONTRACT FINANCIAL INFORMATION

DCA GRANT #: 1800F, 1800F CFDA #: 14.228

GRANT REPORTING REQUIREMENT: N/A (GRANT AWARDS ONLY) (MO-MONTHLY, QR-QUALTY, NA)

ORGANIZATION LEVEL: 52800197 EXPANSION OPTION: D4 , K4

IF THIS IS A MODIFICATION: Funding Categories: 146555-09 2:146555-11

MODIFICATION #: 1
EFFECT OF MODICATION: REVISED BUDGET & ACTIVITY PLAN & Accomplishments & Beneficiaries
AMOUNT OF INCREASE/DECREASE IN AWARD AMOUNT: _____
(Be sure to complete SECTION 2 for change in award amount)

SECTION 4 - FINANCE AND ACCOUNTING USE ONLY (To be completed by Finance and Accounting)

FID #: 2-109002 SAMAS CONTRACT #: _____ INPUT BY: _____ DATE: _____

January 25, 2011 Regular BoCC Meeting
Agenda Item #25

Title
Authorizing advertisement of a Notice of Public Hearing for the Town of Hague street vacation. (Amended)

Amount
N/A

Description
Request Adoption of the Resolution authorizing advertisement of a Notice of Public Hearing for Board consideration to vacate a portion of Hague Street within the plat of the Town of Hague.

Recommendation
Adopt the Resolution authorizing the advertisement for Notice of Public Hearing for the Town of Hague street vacation.

Alternative(s)
Do not adopt the Resolution and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works Department

Attachment(s) Description
Resolution authorizing advertisement with location maps and copy of property survey showing building encroachment into platted street.

Documents Requiring Action
Resolution

Executive Summary
Resolution authorizing the advertisement of a Notice of Public Hearing for Board consideration to vacate a portion of Hague Street within the plat of the Town of Hague.

Background
Alachua County Public Works Department has received an application from property owner, Kimberley Willcox to vacate a portion of Hague Street in the Town of Hague plat, as per plat recorded in Deed Book "P", page's 424 & 425 in the Public Records of Alachua County, Florida. the property owner is requesting to vacate that portion of a platted street known as Hague Street, north of NW 126 Avenue, north to the south right of way line of the CSX railroad, running parallel and adjacent to the east boundary line of Block 14, identified as Tax Parcel Number 05910-001-000 and the west boundary line of Block 14, identified as Tax Parcel Number 05910-000-000 within the Town of Hague.&Kimberley Willcox owns both parcels and is making this request in order to eliminate an existing encroachment into the platted street. Public Works has reviewed this request and is making a favorable recommendation to the Board to consider vacating the portion of said street as requested. The vacation of this portion of said Hague Street will not deprive any person of a reasonable means of ingress and egress to his or her premises and will not materially interfere with the County's road system. Hague Street is located in the Town of Hague, north of U.S. 441, east of County Road 237 and west of County Road NW 59 Drive in Hague Florida. This Resolution is in accordance with Alachua

County Code chapter 324.

Issues
There are no issues anticipated with this Resolution.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Hague_Street_ResolutionForAD.pdf
Attachment: Hague_Steet_survey.pdf

RESOLUTION 11-05

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, DECLARING THAT A PUBLIC HEARING SHALL BE HELD TO CONSIDER VACATING A PORTION OF HAGUE STREET WITHIN THE PLAT OF THE TOWN OF HAGUE, ALACHUA COUNTY, FLORIDA; AUTHORIZING ADVERTISEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Alachua County Code Chapter 324, Alachua County Board of County Commissioners (County) has received an application for vacating a portion of Hague Street in the platted Town of Hague, lying Section 21, Township 8 South, Range 19 East, as per Deed Book "P", page 424 & 425, of the Public Records of Alachua County, Florida; and

WHEREAS, the Board of County Commissioners wishes to adopt a resolution declaring that, at a definite time and place, a public hearing will be held to consider the matter.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. The Board hereby authorizes the advertisement of a notice of public hearing as described in **Exhibit "A"** attached hereto, to be published one (1) time in a newspaper of general circulation within Alachua County, at least two (2) weeks prior to the date of such hearing.

DULY ADOPTED in regular session, this 25th day of January, A.D., 2011.

SEAL

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

APPROVED AS TO FORM:

_____
County Attorney

EXHIBIT "A"

NOTICE OF PUBLIC HEARING TO CONSIDER VACATING A PORTION OF HAGUE STREET WITHIN THE PLAT OF THE TOWN OF HAGUE, ALACHUA COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Alachua County, Florida, will consider the adoption of a Resolution for vacating and abandoning certain streets in the platted subdivision of Arredonda Park at a public hearing to be held in Room 209 of the Alachua County Administration Building, 12 Southeast 1st Street, Gainesville, Florida, on the _____ day of _____, A.D., 2011, at 5:00 o'clock p.m., or as soon thereafter, as the matter may be heard; said portion of the plat being described as follows.

That portion of a platted street, known as Hague Street, north of NW 126 Avenue and south of the southerly right of way line of the CSX railroad lying between and adjacent to Tax Parcel Numbers 05910-000-000 and 05910-001-000, within the of the Town of Hague, as recorded in Deed Book "P", pages 424 & 425, of the Public Records of Alachua County, Florida. Lying and being in Section 21, Township 8 South, Range 19 East, Alachua County, Florida.

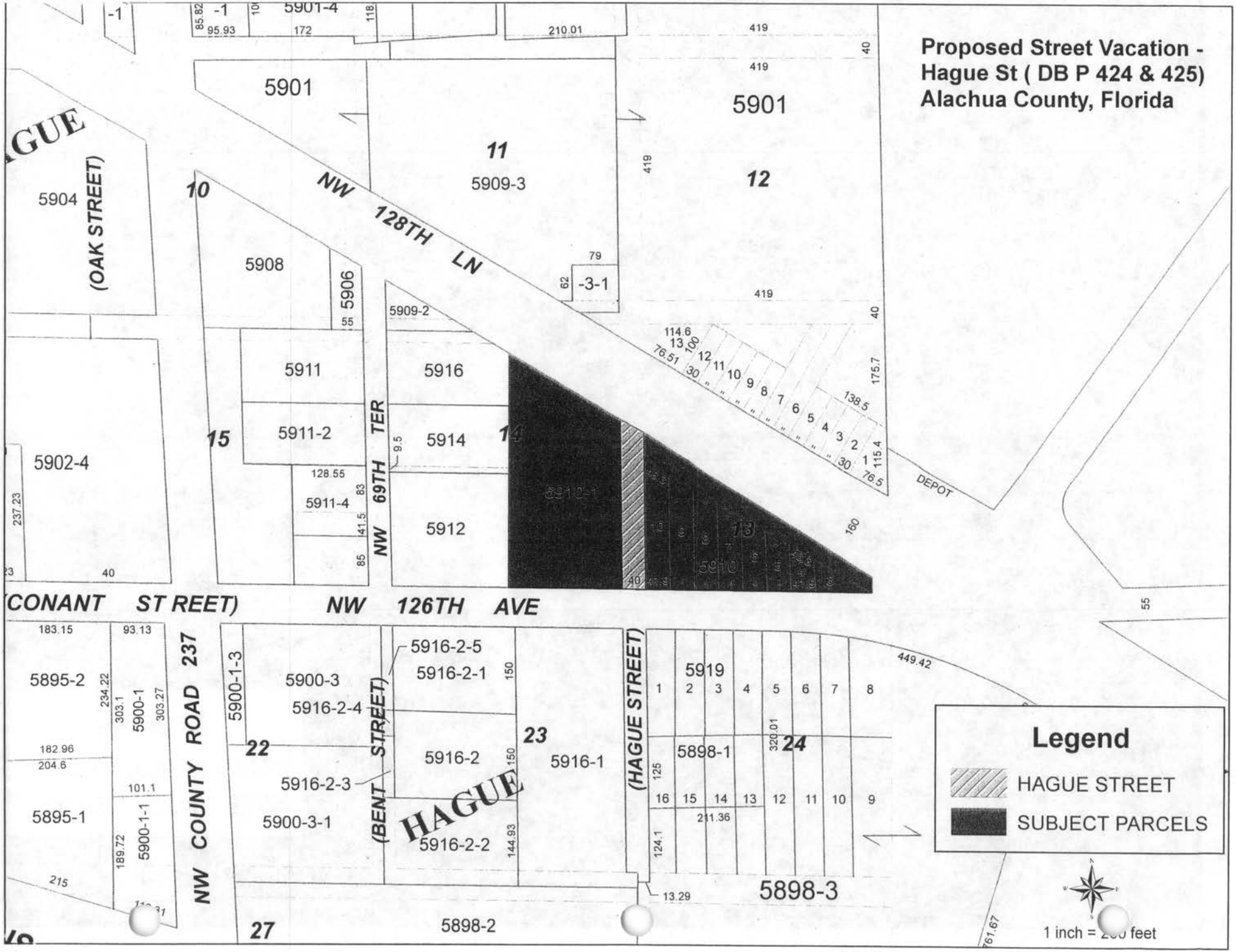
A detailed map and descriptions are available for review at the Public Works Department or the County Managers Office.

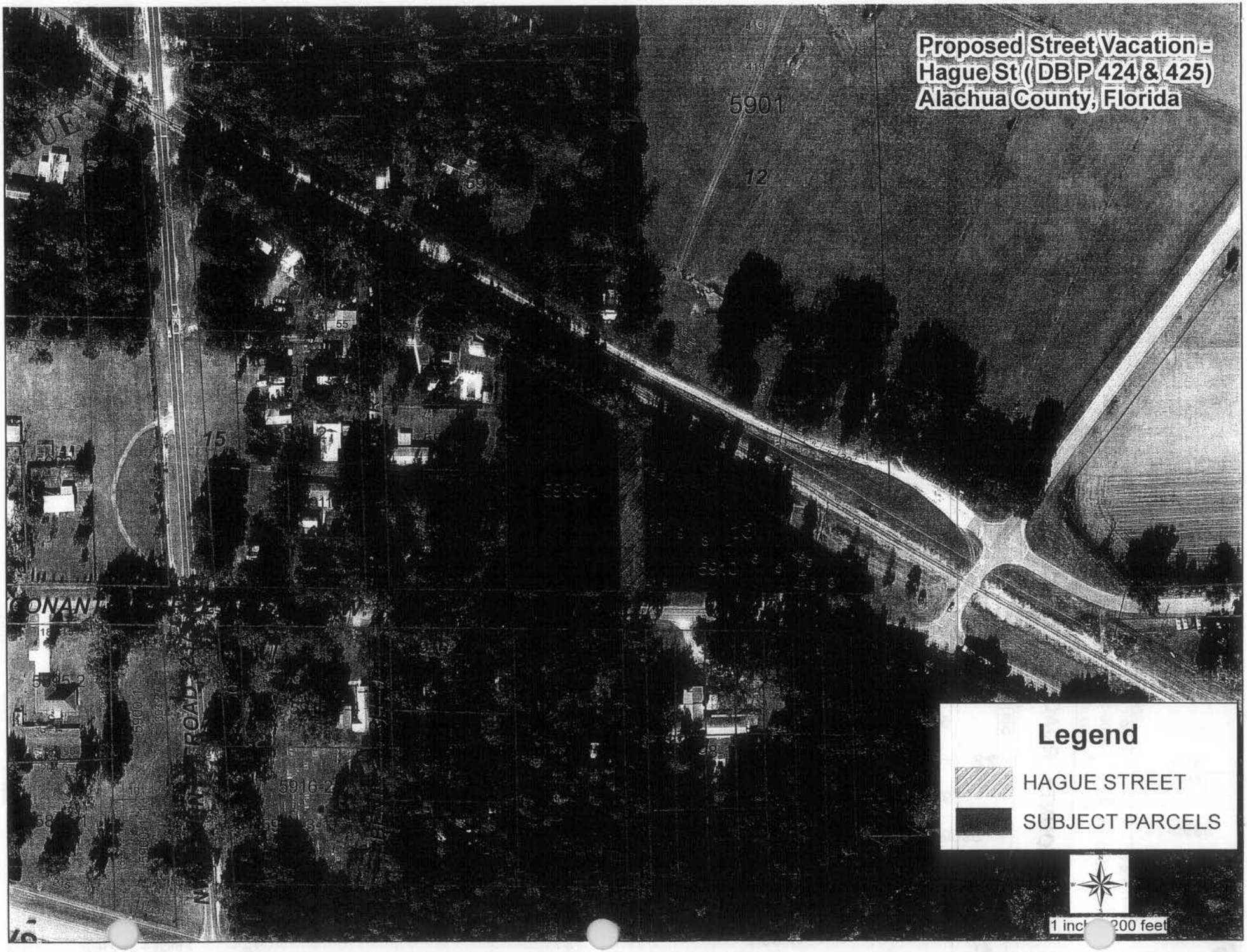
All persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceeding and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to attend and be heard. Anyone with a disability who needs an accommodation, please call 352-374-5245 or TTD 352-374-5284.

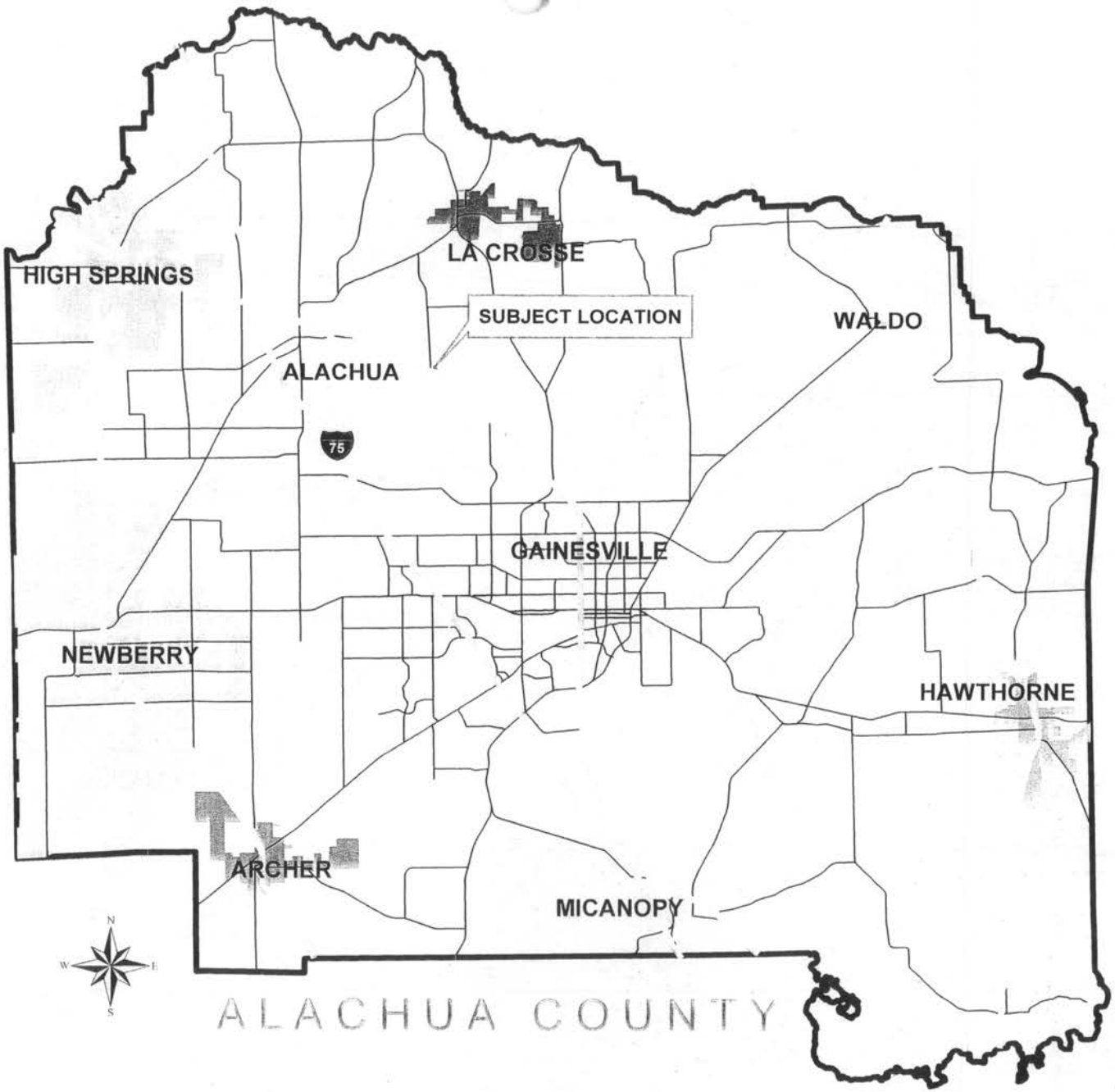
Lee Pinkoson, Chair
Board of County Commissioners

Please publish one time on Tuesday, _____, 2011.

Bill Account No. 204647 and
Send proof of publication to:
Office of Management and Budget
P.O. Box 1467
Gainesville, Florida 32602-1467


Proposed Street Vacation -
Hague St (DB P 424 & 425)
Alachua County, Florida
5901
5901-4
5904
(OAK STREET)
10
NW 128TH LN
11
5909-3
12
5908
5906
5909-2
5911
5916
15
5911-2
5914
14
5902-4
NW 69TH TER
5911-4
5912
13
DEPOT
(CONANT ST REET)
NW 126TH AVE
5895-2
5900-1-3
5900-3
5916-2-5
5916-2-1
5916-2-4
22
5916-2
23
5916-1
5895-1
5900-1
5900-1-1
5900-3-1
5916-2-3
(BENT STREET)
HAGUE
5916-2-2
NW COUNTY ROAD 237
(HAGUE STREET)
5919
5898-1
24
5898-3
27
5898-2
Legend
HAGUE STREET
SUBJECT PARCELS
1 inch = 200 feet


Proposed Street Vacation -
Hague St (DB P 424 & 425)
Alachua County, Florida
5901
12
55
15
11
ONAN
ROAD
5916-2
Legend
HAGUE STREET
SUBJECT PARCELS
1 inch 200 feet


HIGH SPRINGS
LA CROSSE
SUBJECT LOCATION
WALDO
ALACHUA
75
GAINESVILLE
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
N
W
E
S
ALACHUA COUNTY

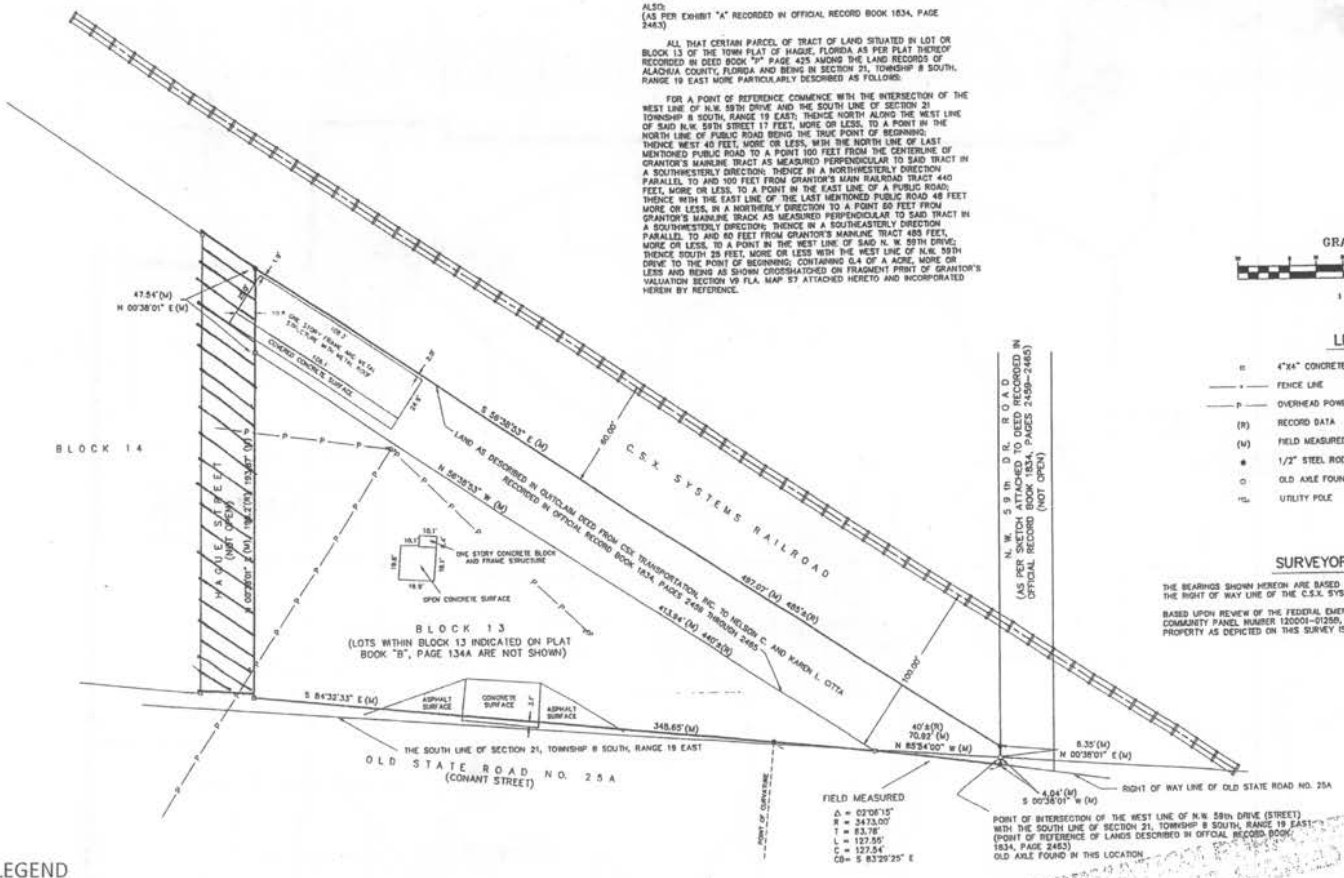
LEGAL DESCRIPTION

(AS FURNISHED)
THAT PART OF BLOCK 13 OF THE TOWN OF HAGUE AS PER MAP RECORDED IN DEED BOOK "P", PAGE 424 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA THAT IS LOCATED SOUTH OF THE RIGHT OF WAY OF THE RAILROAD.

ALSO:
(AS PER EXHIBIT "A" RECORDED IN OFFICIAL RECORD BOOK 1834, PAGE 2483)

ALL THAT CERTAIN PARCEL OF TRACT OF LAND SITUATED IN LOT OR BLOCK 13 OF THE TOWN PLAT OF HAGUE, FLORIDA AS PER PLAT THEREOF RECORDED IN DEED BOOK "P" PAGE 425 AMONG THE LAND RECORDS OF ALACHUA COUNTY, FLORIDA AND BEING IN SECTION 21, TOWNSHIP 8 SOUTH, RANGE 19 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE WITH THE INTERSECTION OF THE WEST LINE OF N.W. 59TH DRIVE AND THE SOUTH LINE OF SECTION 21 TOWNSHIP 8 SOUTH, RANGE 19 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID N.W. 59TH STREET 17 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF PUBLIC ROAD BEING THE TRUE POINT OF BEGINNING; THENCE WEST 40 FEET, MORE OR LESS, WITH THE NORTH LINE OF LAST MENTIONED PUBLIC ROAD TO A POINT 100 FEET FROM THE CENTERLINE OF GRANTOR'S MAINLINE TRACT AS MEASURED PERPENDICULAR TO SAID TRACT IN A SOUTHWESTERLY DIRECTION; THENCE IN A NORTHWESTERLY DIRECTION PARALLEL TO AND 100 FEET FROM GRANTOR'S MAIN RAILROAD TRACT 440 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF A PUBLIC ROAD; THENCE WITH THE EAST LINE OF THE LAST MENTIONED PUBLIC ROAD 48 FEET MORE OR LESS, IN A NORTHERLY DIRECTION TO A POINT 80 FEET FROM GRANTOR'S MAINLINE TRACK AS MEASURED PERPENDICULAR TO SAID TRACT IN A SOUTHWESTERLY DIRECTION; THENCE IN A SOUTHEASTERLY DIRECTION PARALLEL TO AND 80 FEET FROM GRANTOR'S MAINLINE TRACT 485 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID N. W. 59TH DRIVE; THENCE SOUTH 25 FEET, MORE OR LESS WITH THE WEST LINE OF N.W. 59TH DRIVE TO THE POINT OF BEGINNING; CONTAINING 0.4 OF A ACRE, MORE OR LESS AND BEING AS SHOWN CROSSHATCHED ON FRAGMENT PRINT OF GRANTOR'S VALUATION SECTION V9 FLA. MAP 57 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LEGEND

- 4"X4" CONCRETE MONUMENT FOUND (STAMPED: L.S. #3524)
- FENCE LINE
- OVERHEAD POWER LINE
- (R) RECORD DATA
- (M) FIELD MEASURED DATA
- 1/2" STEEL ROD AND CAP SET (STAMPED: L.B. #2903)
- OLD AXLE FOUND (NO IDENTIFICATION)
- UTILITY POLE

SURVEYOR'S NOTES

THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N.56°38'53" W., ALONG THE RIGHT OF WAY LINE OF THE C.S.X. SYSTEM RAILROAD.

BASED UPON REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 120001-0125B, WITH AN EFFECTIVE DATE OF NOVEMBER 4, 1988, THE PROPERTY AS DEPICTED ON THIS SURVEY IS LOCATED WITHIN ZONE "C" (AREAS OF MINIMAL FLOODING).

CURVE DATA ABBREVIATIONS

- Δ = CENTRAL (DELTA) ANGLE
- R = RADIUS DISTANCE
- T = TANGENT DISTANCE
- L = ARC LENGTH
- C = CHORD DISTANCE
- CB= CHORD BEARING

LEGEND

- Building Encroachment
- Portion of Hague Street to be vacated

22 2010
PUBLIC
FOR INFORMATIONAL PURPOSES ONLY.
NOT VALID UNLESS SIGNED AND SEALED.

SURVEYORS CERTIFICATION

I CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

scale 1" = 50'	names	dates
drawn	B.A. Hall	5/12/94
checked	SAH	5/14/94
revised		
revised		
revised		

NOTE - COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.

BY: _____ SURVEYOR
STACY A. HALL
Florida Registered Certificate Number 3784
DATE FIELD WORK COMPLETE: MAY 12, 1994

JOB NUMBER 94-213E
FIELD NOTES 6-19 BK. #3
SHEET 1 OF 1

ALACHUA COUNTY LAND SURVEYORS, INC.
2512 N. E. 1st BOULEVARD SUITE 300
GAINESVILLE, FLORIDA 32609 (904) 376-1180

BOUNDARY SURVEY
SECTION 21, TOWNSHIP 8 SOUTH, RANGE 19 EAST
TOWN OF HAGUE - DEED BOOK "P", PAGE 424
ALACHUA COUNTY, FLORIDA

CERTIFIED TO:
KIMBERLY WILLCOX
FIRST NATIONAL BANK OF ALACHUA
BEVIN G. RITCH, ESQ.
ATTORNEYS' TITLE INSURANCE FUND, INC.

January 25, 2011 Regular BoCC Meeting
Agenda Item #26

Title
"STOP" sign in Emerald Woods Subdivision (Amended)

Amount
$100.00

Description
Request approval of a "STOP" sign in the Emerald Woods subdivision at the intersection of NW 42nd Place at NW 68th Terrace

Recommendation
Approve the "STOP" Sign in the Emerald Wood subdivision at the intersection of NW 42nd Place at NW 68th Terrace

Alternative(s)
Do not approve the "STOP" sign

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Location Map

Documents Requiring Action
N/A

Executive Summary
The intersection NW 42nd Place at NW 68th Terrace in the Emerald Woods subdivision is a T-intersection and was identified has having no traffic control device. Installation of a "STOP" sign would provide the appropriate traffic control to identify which approaching vehicle has the right-of-way. This type of sign is a regulatory sign and requires approval by the Board of County Commissioners.

Background
The Alachua County Board of County Commissioners has the sole authority to approve regulatory devices on County maintained roadways per Florida Statutes Chapter 316.

Issues
None

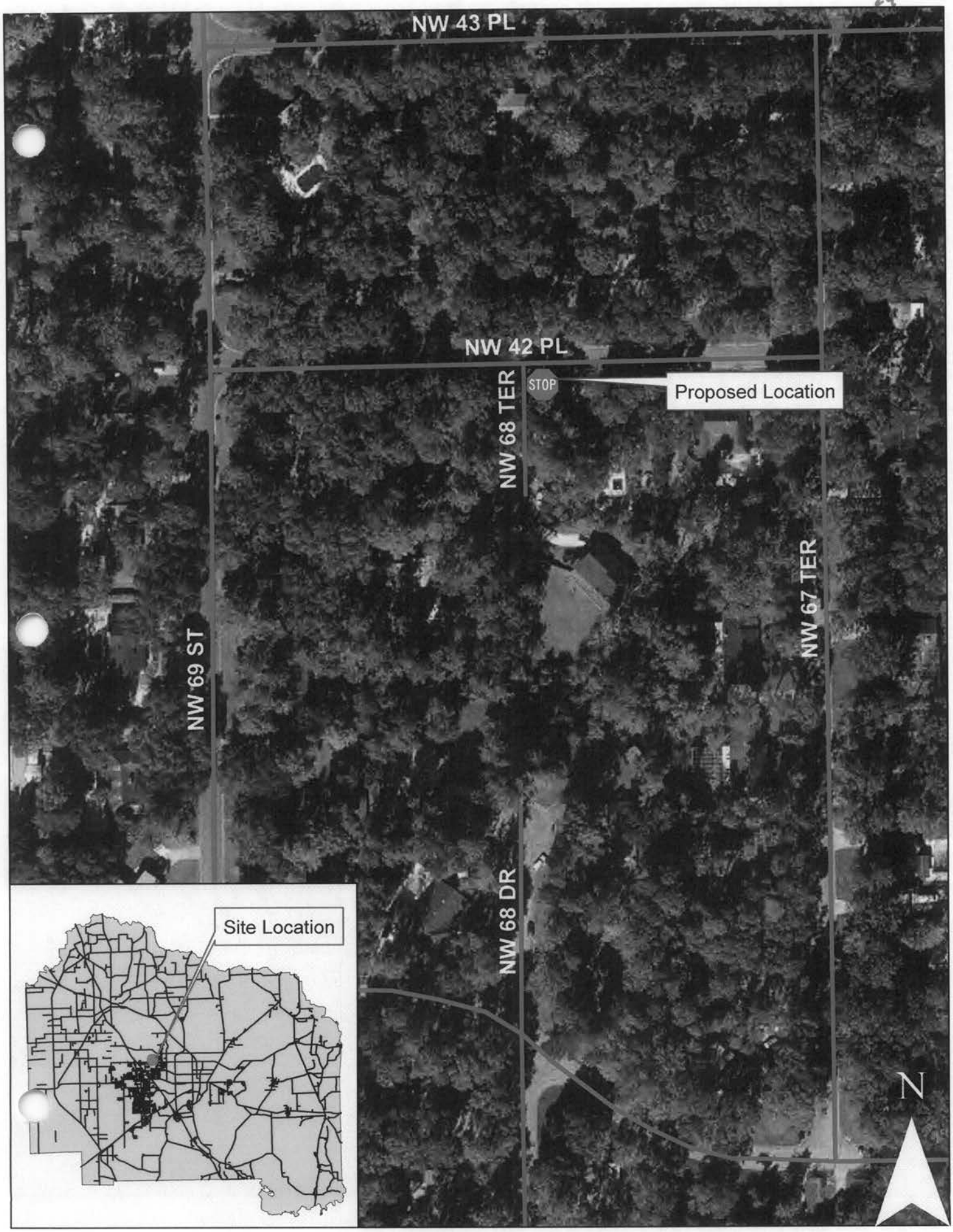
Fiscal Recommendation
Sufficient funds exist in the FY11 budget

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Uses Fund

Account Code(s)
149-7910-541-53.50

Attachment: Emerald Woods LocationMap.pdf


NW 43 PL
NW 42 PL
STOP
Proposed Location
NW 68 TER
NW 69 ST
NW 67 TER
NW 68 DR
Site Location
N

January 25, 2011 Regular BoCC Meeting
Agenda Item #27

Title
"YIELD" sign on NW 98th Street

Amount
$100.00

Description
Request approval of a "YIELD" sign on NW 98th Street at NW 270th Ave

Recommendation
Approve the "YIELD" sign on NW 98th Street at NW 270th Ave

Alternative(s)
Do not approve the "YIELD" sign

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Location Map

Documents Requiring Action
N/A

Executive Summary
The intersection NW 98th Street at NW 270th Ave was improved as a maintenance project and identified has having no traffic control device. Installation of a "YIELD" sign would provide the appropriate traffic control to identify which approaching vehicle has the right-of-way. This type of sign is a regulatory sign and requires approval by the Board of County Commissioners.

Background
The Alachua County Board of County Commissioners has the sole authority to approve regulatory devices on County maintained roadways per Florida Statutes Chapter 316.

Issues
None

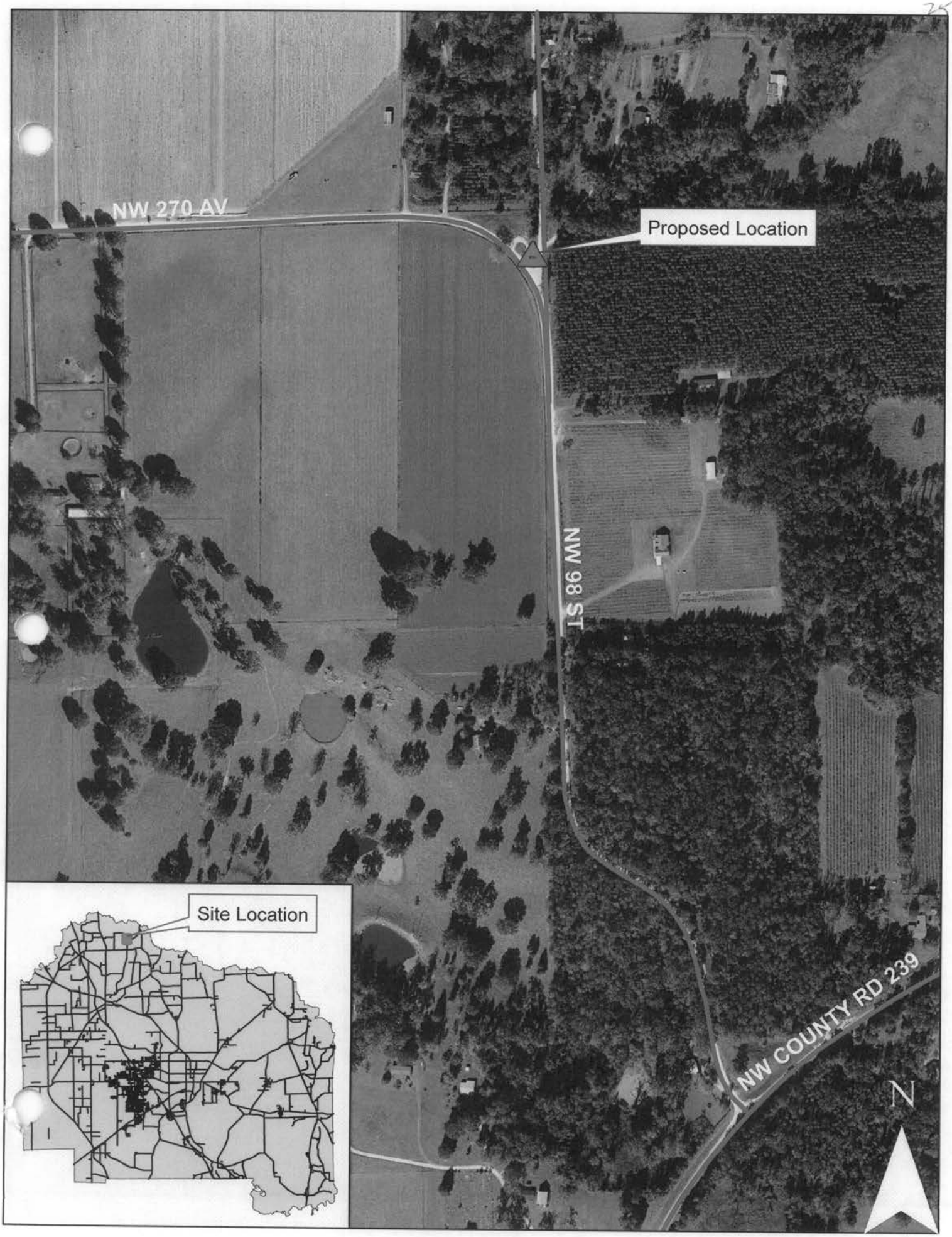
Fiscal Recommendation
Sufficient funds exist in the FY11 budget

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Uses Fund

Account Code(s)
149-7910-541-53.50

Attachment: NW98st at NW270Av LocationMap.pdf


NW 270 AV
Proposed Location
NW 98 ST
NW COUNTY RD 239
N
Site Location

January 25, 2011 Regular BoCC Meeting
Agenda Item #28

Title
Interfund Loan for $15,560 in association with the Water Conservation Cost-Share Agreement Between Alachua County and St. Johns River Water Management District. (Amended)

Amount
$31,120.00

Description
Request approval of the Water Conservation Cost-Share Agreement with the St. Johns River Water Management District (SJRWMD) to provide enhanced enforcement and implementation of the existing landscape irrigation regulations in the County, approval of an Interfund loan, and approval of a temporary .50 FTE, and adoption of the Resolution. The County's portion of the cost share is available from existing funds within the Environmental Protection Department's FY11 authorized budget.

Recommendation
Approve Water Conservation Cost-Share Agreement with SJRWMD; Adopt the Resolution to increase uananticipated revenue; Approve the Budget Amendment, Interfund Loan for $15,560, and add a temporary .50 FTE to an existing permanent .50 FTE.

Alternative(s)
Do not approve Agreement, Interfund loan and temporary 0.5 FTE ; do not adopt the Resolution.

Requested By
Gus Olmos, 264-6806.

Originating Department
Environmental Protection.

Attachment(s) Description
Water Conservation Cost-Share Agreement By and Between the St. Johns River Water Management District and Alachua County, Resolution to receive unanticipated revenue, and Budget Amendment

Documents Requiring Action
Water Conservation Cost-Share Agreement By and Between the St. Johns River Water Management District and Alachua County, Resolution, and Budget Amendment.

Executive Summary
This request is for the approval of a Water Conservation Cost-Share Agreement with the St. Johns River Water Management District to provide enhanced enforcement and implementation of the existing landscape irrigation requirements in the County.

Background
On October 13, 2009 the County adopted the Irrigation Conservation Standards and Management Practices Code. The adopted Code is consistent with the existing requirement of the St. Johns River and Suwannee River Water Management Districts. Currently the Code is being implemented through public outreach and a "complaint based" enforcement approach. The Environmental Protection Department is interested in providing a more proactive and effective approach to the implementation of the Code. As part of their Water Conservation Program, the St. Johns River Water Management District provides cost-share funding to local governments for the implementation of water conservation programs, including the enforcement of landscape

irrigation ordinances and related education efforts. As part of the proposed agreement, the Environmental Protection Department agrees to conduct compliance inspections in areas in which regular landscape irrigation occurs, during the most likely times of day that irrigation violations are likely to occur, and to educate irrigators about the watering restrictions. The total cost of the project is $31,120. The SJRWMD agrees to reimburse the County for 50% of the cost of the project. The Environmental Protection Department (EPD) proposes to fund its share of the agreement with a combination of in-kind services ($4,644) and a reallocation of existing FY 11 authorized budget from the Water Quality Program ($10,916). This is a one year agreement although SJRWMD has indicated a possibility to extend the program for two additional years.

Issues
This is a cost-sharing grant agreement. The total cost for the project is $31,120 and the County is responsible for $15,560 (50% of the cost).

Fiscal Recommendation
Approve Water Conservation Cost-Share Agreement with SJRWMD and Interfund loan.

Fiscal Alternative(s)
Do not approve Water Conservation Cost-Share Agreement and Interfund loan.

Funding Sources
SJRWMD and General Fund.

Account Code(s)
001-5511 and 260-5511

Attachment: BA Fund 260 11811 Signed.pdf
Attachment: Resolution SJRWMD Cost Share Unant Rev.pdf
Attachment: SJRWMD Cost Share FY11.pdf

RESOLUTION 11-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO RECOGNIZE UNANTICIPATED REVENUE FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AND AUTHORIZE EXPENDITURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, There exists a St. Johns River Water Management District Cost-Share Agreement #26803 between Alachua County and the Governing Board of the St. Johns River Water Management District for the Water Conservation Program, Alachua County shall receive unanticipated revenue in the SJRWMD Water Conservation Fund (Fund 260) in the amount of $15,560;, and,

WHEREAS, the $15,560 shall be used for personal and operating costs;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the fiscal year 2011-2012 budget for the SJRWMD Water Conservation Fund (Fund 260) is hereby amended as reflected in the budget amendment attached hereto as Exhibit "A".

2. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County,

Florida, hereby appropriates and permits the expenditure of the funds described therein.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 25th day of January, A.D., 2010.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

Contract#26803
Encumbrance#S005282

WATER CONSERVATION COST-SHARE AGREEMENT BY AND BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND ALACHUA COUNTY

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and ALACHUA COUNTY ("Recipient") "A charter County and political subdivision of the State of Florida by and through its Board of County Commissioners", whose address is 201 SE 2nd Avenue, Gainesville, Florida 32601. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

WHEREAS, the waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area; and

WHEREAS, the District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources; and

WHEREAS, the parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"): Alachua County Environmental Protection Department shall patrol throughout its jurisdiction the areas in which regular landscape irrigation occurs, during the most likely times of day that irrigation violations are likely to occur, and will educate irrigators about the watering restrictions, issue violation warnings upon first observed violations and subsequently issue penalties via citations to repeat violators.

NOW, THEREFORE, in consideration of the aforesaid premises, and the funding assistance hereinafter specified, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; (3) Attachment B – Alachua County Landscape Irrigation Code Implementation Water Conservation Cost Share application and (4) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until January 31, 2012 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within fifteen (15) days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.

(b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates sixty (60) days after receipt by Recipient.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING**

(a) For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total cost of the Project, but in no event shall the District cost-share exceed $15,560. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) **In-Kind Services.** Recipient agrees to provide $15,560 in the form of in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost-share obligation. If Project costs exceed the estimated Project cost so as to reach the not-to-exceed amount of the District cost-share, then Recipient shall provide any additional funding required to complete the Project. If the Project is cancelled by Recipient prior to completion, Recipient shall reimburse the District all funds received from the District pursuant to this Agreement. Recipient's in-kind labor services (i.e. labor from Recipient or a 3rd party) will be calculated based upon the base salary times a 1.5 fixed multiplier.

5. **PAYMENT OF INVOICES**

(a) Recipient shall submit quarterly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. Recipient shall be reimbursed for fifty percent (50%) of approved costs until the not-to-exceed amount of the District's cost-share has been expended. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all

encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice**. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

(d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required); (9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

(e) **Travel expenses**. If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as

amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT
Katherine Pordeli, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(904) 448-7922
E-mail: kpordeli@sjrwmd.com

RECIPIENT
Gus Olmos, Project Manager
Alachua County
201 SE 2nd Avenue
Gainesville, Florida 32601
(352) 264-6806
E-mail: gus@alachuacounty.us

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project, and may approve minor deviations in the Project that do not affect the District cost-share or Completion Date or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

(a) **Progress Reports.** Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.

(b) **Performance Monitoring**. For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT**.

(a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

(b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.

(c) This paragraph shall survive the termination or expiration of this Agreement.

11. **TERMINATION**

(a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt or said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

(b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon sixty (60) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

(a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

(b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than fifty (50%) contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business (10) days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be

construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

18. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.

19. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activities not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

22. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

23. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Kirby B. Green III, Executive Director, or Designee

Date: _____

APPROVED BY THE OFFICE OF GENERAL COUNSEL

_____
Stanley J. Niego, Sr. Assistant General Counsel

ALACHUA COUNTY

By: _____
Randall H. Reid, County Manager

_____
Typed Name and Title

Date: _____

Witness: _____

_____
Typed Name and Title

ATTACHMENTS

Attachment A - Statement of Work
Attachment - Alachua County Landscape Irrigation Code Implementation Water Conservation Cost Share application

Cost-share: Water conservation
Last updated: 2-25-10

ATTACHMENT A - STATEMENT OF WORK
ALACHUA COUNTY LANDSCAPE IRRIGATION CODE IMPLEMENTAITON PROJECT

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Water Conservation and Demand Management Program (the Program) in FY2008-2009 and includes a cost share category for enforcement of landscape irrigation ordinances and related education efforts.

Lawn and landscape irrigation can account for a high proportion of residential water use. Efficient irrigation practices can save thousands of gallons of water per home site each week.

On December 9, 2008, the Governing Board of the District adopted changes to Chapter 40C-2, *Florida Administrative Code* (*F.A.C.*) (Water Restrictions), which prohibit lawn and landscape irrigation between 10:00 a.m. and 4:00 p.m.; and restricts irrigation to two days per week, based on addresses, during Eastern Daylight Savings Time, and to one day per week, during Eastern Standard Time. Watering restrictions apply to all lawn and landscape irrigation, including water from private wells, private or public utilities, or water from a natural surface water body, and is applicable throughout the District's 18-county area.

Alachua County has passed an ordinance fully implementing the SJRWMD District Rule 40C-2.042(2). The County has applied for SJRWMD Water Conservation Cost-Share funds to assist in start-up of their enforcement and education efforts related to implementing a landscape irrigation ordinance.

II. OBJECTIVES

The objective of this work is to identify violations of landscape irrigation restrictions in community, residential, and commercial areas and to provide education to water users about efficient use of water and about watering restrictions.

III. SCOPE OF WORK

The Recipient shall patrol throughout its jurisdiction the areas in which regular landscape irrigation occurs, during the most likely times of day that irrigation violations are likely to occur, to educate irrigators about the watering restrictions, issue violation warnings upon first observed violations and subsequently issue penalties via citations to repeat violators.

IV. TASK IDENTIFICATION

The Recipient shall be responsible for the Tasks shown below and for all additional Tasks, which are detailed in Attachment B, Alachua County Landscape Irrigation Code Implementation Water Conservation Cost Share application.

Recipient shall implement a comprehensive program to improve and expand the current compliance program in strategic areas within Alachua County including but not limited to unincorporated county and the cities of Gainesville and Hawthorne.

Compliance inspections shall be initially targeted within the City of Gainesville, specifically in the west part of the City, including but not limited to, known high water use subdivisions with additional

refinement of target areas identified by Gainesville Regional Utilities (GRU) water use data. The outreach/education and the compliance/response components of this program shall be implemented throughout the entire county.

The Tasks included with enforcement and educational aspects, as related to irrigation and water conservation, shall be accomplished as follows:

Task #1: Complaint-Based Enforcement Activities

- **Schedule**: The schedule, as described in Attachment B, shall be ongoing and shall be performed throughout the term of this Agreement.

- **Primary Activity:** The Recipient shall respond and document complaints, through the term of this Agreement.

- **Performance Metrics**: Recipient shall maintain records of the number of complaints received, number of violations issued, number of violations corrected, and the number of warnings and civil citations issued during the term of the Agreement.

Task #2: Inspection Program

- **Schedule:** The schedule, as described in Attachment B shall be ongoing and shall be performed throughout the term of this Agreement. The key objectives to be performed through Task #2 are described below:

    - Immediately upon execution of the Agreement, the Recipient shall obtain necessary water use data
    - Priority areas for inspection shall be selected
    - Inspections shall be conducted in accordance with Attachment B

- **Performance Metrics**: The Recipient shall maintain records of the number of inspections performed, number of violations identified, number of violations corrected, and the number of warnings and civil citations issued.

Task #3: Public Outreach

- **Schedule:** The schedule, as described in Attachment B shall be ongoing and shall be performed throughout the term of this Agreement. The key objectives to be performed through Task #3 are described below:

    - Obtain irrigation restriction and educational material from the District and modify as needed, to fit the Recipient's program
    - Schedule and provide workshops and presentations to homeowners associations
    - Distribute compliance assistance material as part of Task#1 and Task#2

- **Performance Metrics:** The Recipient shall maintain records of the number of workshops held, the number of presentations done, and the number of participants and compliance assistance visits made to educate property owners on the steps to become compliant with the irrigation rule.

Task #4: Administration, Reporting and Database Maintenance

- **Schedule**: The schedule, as described in Attachment B shall be ongoing and shall be performed throughout the term of this Agreement. The key objectives to be performed through Task #4 are described below:

    - Supervise and review compliance inspections reports and public outreach activities
    - Track performance metrics, generate quarterly and annual reports
    - Create and maintain GIS database

- **Performance metrics:** Provide the District's Project Manager with quarterly and annual reports

Task #5: Provide the District with Account-level Water Use Data

For each property that is a GRU customer on which education or enforcement activity is undertaken, Recipient shall submit a minimum of one (1) year of monthly account level water use data prior to the first contact with the violator and account level water use data recorded for each month after the first contact with each violator for the duration of cost-sharing period. At a minimum, the water use data must include a consumption amount for the month in thousands of gallons and the consumption month. All data collected in association with work performed under this agreement shall be provided to the District's Project Manager in a digital format approved by the District's Project Manager. All analysis performed under this agreement shall be documented and provided to the District's Project Manager in a final summary report.

V. Time Frames and Deliverables

The Recipient shall commence work on this project upon execution of this Agreement and shall complete work no later than by January 31, 2012.

The Recipient shall invoice the District quarterly. The invoice shall include the quarterly report, detailing the work completed and shall include the following:

- Field inspection schedules and locations covered during each reporting period
- The total number of warnings and citations issued
- A listing of educational presentations; venue/audience; number of participants; summary of content or copy of the presentation (PDF PPT) or equivalent
- A report on the percentage of completion with associated prorated costs for GIS database development, tracking of before and after water use, and analysis of warning effectiveness compared to percentages that result in repeat violations, on addresses that receive public water supply from GRU

Recipient shall submit reports in an electronic format consistent with the District's standard software products, including Microsoft® Office Suite (WORD, EXCEL, ACCESS, and POWERPOINT) and as otherwise specified. Reports and other deliverables shall be clear, concise, thorough and grammatically correct; and shall be in a form agreed upon by the Recipient and District's Project Manager. Final reports and all associated materials shall remain District property.

ATTACHMENT B
ALACHUA COUNTY LANDSCAPE IRRIGATION CODE
IMPLEMENTATION WATER CONSERVATION
COST SHARE APPLICATION

St. Johns River Water Management District

Water Conservation Cost-Share

Application

Title of project: Alachua County Landscape Irrigation Code Implementation

A. Applicant type and information

Indicate the type of project you are applying for:

Project types ***(check one)***

- ☐ Reliability and performance testing of new landscape irrigation technology
- ☐ Automated tracking of historical consumption information
- ☐ Reliability and performance testing of new high-efficiency indoor fixtures
- ☒ Enforcement of landscape irrigation ordinances and related education efforts (NEW)
- ☐ "Other" (new and innovative technology and practices)

A-1. a) Name of applicant/title: Chris Bird, Director

A-1. b) Applicant's organization: Alachua County Board of County Commissioners for the benefit of the Alachua County Environmental Protection Department (EPD)

A-2. Name, address, e-mail address, and phone numbers of project manager or contact person.

(District will send correspondence concerning this application ONLY to this person.)

Name/title: Gus Olmos, Water Resources Division Manager

E-mail address: gus@alachuacounty.us

Mailing address: 201 SE 2nd Avenue

City and ZIP code: Gainesville, 32601

Phone (352) 264-6806 Fax (352) 264-6852

A-3. Name, address, and phone numbers of persons with authority to enter into a contractual agreement, if other than project manager or contact person.

If same as A-2 above, check box. ☐

Name/title: Randall H. Reid, County Manager

E-mail address Rhr@alachuacounty.us

Mailing address 12 SE 1st Street

City and ZIP code Gainesville, 32601

Phone (352) 374-5204 Fax (352)338-7363

A-4. District permit information

Does the applicant have any District permits? Yes ☐ No ☒

If yes, list all District permits held by the applicant. Attach an additional page if needed.

Permit #	Expiration Date (mm/dd/yy)	Permit #	Expiration Date (mm/dd/yy)
NA	NA	NA	NA

A-5. Landscape irrigation ordinance

5a. Does the applicant have a landscape irrigation ordinance? Yes ☒ No ☐

5b. If yes, does the ordinance fully implement District Rule 40C-2.042(2) Yes ☒ No ☐

5c. If no to either 5a. or 5b., by what date is revision or adoption expected? Not applicable

A-6. Disclosure. Does any District employee, Governing Board member, contractor, or other affiliate of the applicant have a financial interest in this project, the property associated with this project, or with any party that may profit financially from this project? Yes ☐ No ☒

If, yes, identify all such parties and describe their interests.

Not applicable

B. Project information

B-1. Cost-sharing request (District's share cannot exceed 50 percent of total project cost.)

a. Total project cost ..... $ 31,126.51

b. Total project cost per residential/commercial parcel/or per month for

enforcement and education program ..... $ 2,593.88 per month

c. Amount of cost-share requested ..... $ 15,563.25

B-2. Purpose. Explain the purpose(s) of the project. (Do not refer to attachments.) Does the project demonstrate the reliability/performance of several types/brand names of equipment, under distinct geographic conditions, or implement landscape irrigation enforcement and education? Use appendixes A through D as a guideline.

On October 13th, 2009 Alachua County adopted an Irrigation Conservation Standards and Management Practices Code, Chapter 79, Alachua County Code. The adopted Code fully implements the SJRWMD District Rule 40C-2.042(2). As adopted, the Code is applicable only to the unincorporated part of the County; however, the County has been meeting with all the municipalities in order to encourage them to "opt-in" to the County Code. The County's goal is for all municipalities to "opt-in" to the County's code to establish uniform requirements on a county-wide basis. To date, the cities of Gainesville and Hawthorne have requested to be included in the Code. Currently the Code is being implemented through public outreach and a "complaint-based" enforcement approach. The County is interested in taking a more proactive approach to the implementation of the Code. In addition to the existing work being performed, the County would like to have dedicated staff to conduct routine compliance and outreach inspections at selected locations in the County. The locations will be selected based on existing water use data, source of irrigating water and complaint information. In addition to code enforcement verification and, if appropriate, issuance of warning notices and civil citations; EPD staff will distribute compliance assistance information and provide technical assistance for the correct setting of irrigation controllers, soil moisture sensors and rain sensors. All the inspection information

and associated data will be maintained in a GIS database. The GIS information will be used to evaluate and prioritize future target areas for inspections. A final report including summary information such as number of inspections, inspection location, common violations, enforcement actions (warnings and citations), and other relevant information will be prepared at the end of the year.

B-3 Project schedule with budget. Show a project scope. Also include goals with supporting task and budgets. (Listing dates, project milestones, key task and associated expenses as expected to be incurred over the proposed timeline.) Also, include benefit/cost ratios and other performance metrics/estimates for each project. See Table 1 for a detailed budget breakdown.

Task #1: Complaint based enforcement activities.

Schedule: Ongoing, to be performed for the duration of the grant.

Key Tasks: Complaint response and documentation.

Performance metrics: Number of complaints, violations identified, violations corrected, warnings and civil citations issued.

Estimated Budget: $3,802.34

Task #2: Inspection Program

Schedule: New task. To be started immediately after grant approval.

Key Tasks: Obtain water use data, select priority areas for inspection, and conduct inspections.

Performance metrics: Number of inspections, violations identified, violations corrected, warnings and civil citations issued.

Estimated Budget: $15,209.36

Task #3: Public Outreach

Schedule: Ongoing, to be performed for the duration of the grant.

Key Tasks: Obtain compliance assistance material from SJRWMD, modify as necessary to fit County's program; schedule and deliver workshops and presentations to homeowners associations; distribute compliance assistance material as part of the inspection program and compliant investigation tasks.

Performance metrics: Number of workshops, presentations, number of participants and compliance assistance visits.

Estimated Budget: $5,282.34

Task #4: Administration, reporting and database maintenance

Schedule: Ongoing, to be performed for the duration of the grant.

Key Tasks: Supervise and review compliance inspections and public outreach activities. Track performance metrics, generate quarterly and annual report. Create and maintain GIS database.

Performance metrics: Quarterly and annual report.

Estimated Budget: $6,832.47

B-4. Project location (address or description)

The compliance inspections will initially be targeted within the City of Gainesville, specifically in the West part of the City, including but not limited to subdivisions such as Turnberry Lake, Haile Plantation, Summerset, The Hammock and Gainesville Golf and Country Club (see attached map). Additional target areas will be identified based on water use data and the source of water used for irrigation (i.e. public supply systems vs. irrigation wells). The outreach / education and the compliant response components of this program will be implemented throughout the County.

County (ies) in which project is located: Alachua

B-5. Projected schedule

Projected starting date: month October year 2010; completion date: month October year 2011.

(Funds received through this program may be used only for projects installed after a cost-sharing contract has been executed and may not be used to reimburse the cost of existing strategies or strategies already under installation. Cost-sharing contracts probably will be executed by September 30, 2010. In general, for project types 1, 2, 3 and 5 construction/implementation must be completed within 12 months of contract execution with monitoring of performance metrics extending for several years and for project type 4, 24 months will be allowed for implementation.

I certify that all information on this form and the attached documents is true and correct.

Signature of the person with authority to enter into a contractual agreement.

Signature _____ Date 6/29/10

Name Randall H. Reid Title County Manager

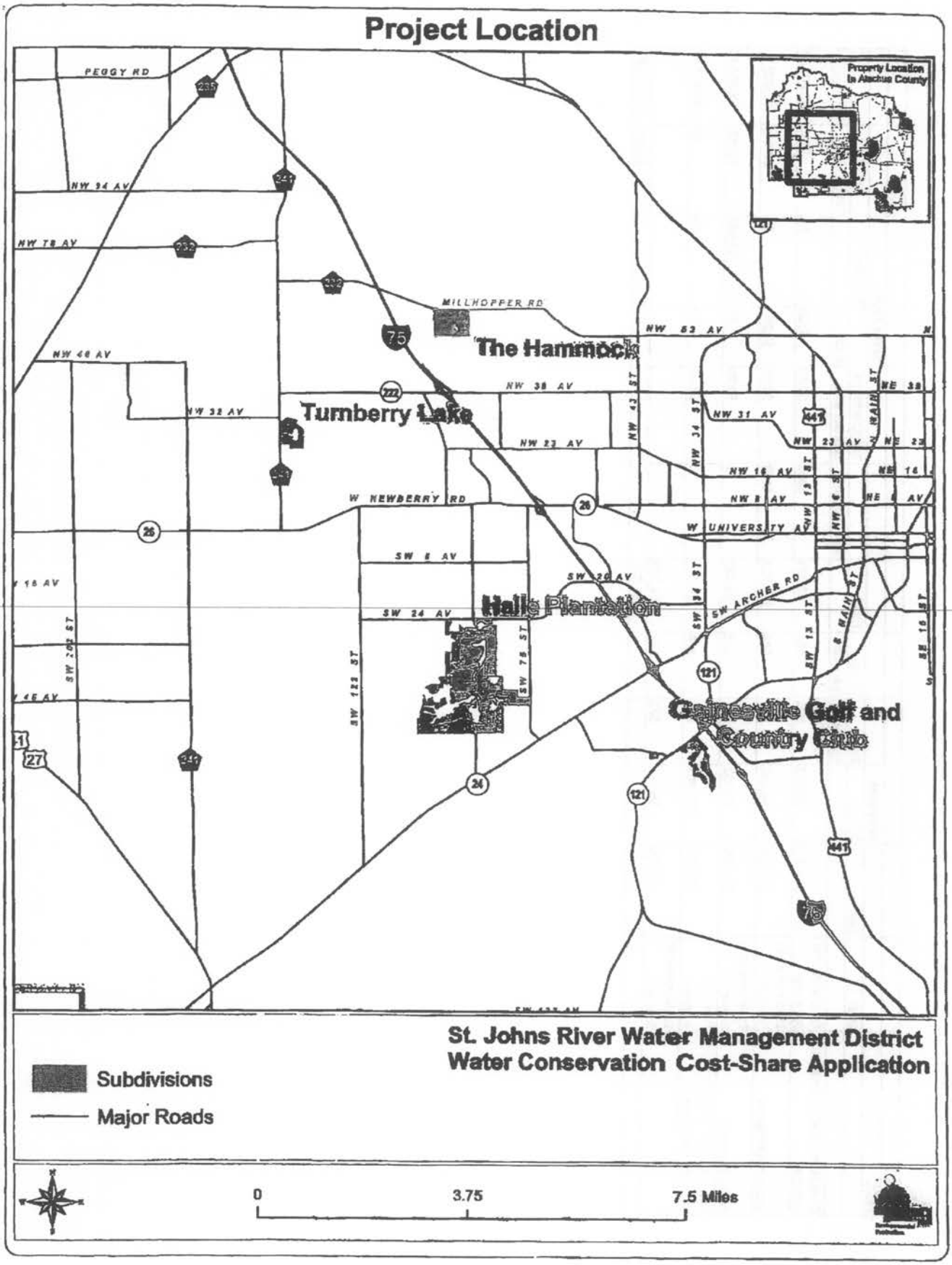
APPROVED AS TO FORM

_____

ALACHUA COUNTY ATTORNEY

TABLE 1												
TASK			PERSONEL						OPERATING			
	Staff	Salary	Fringe	Rate	Hours	Total		Transportation		Supplies		
				(per hour)	(per year)		Miles per year	Cost per mile	Total		Total	TOTAL
Complaint based enforcement activities	Environmental Specialist	$34,072	$9,692	$21	156	$3,282	1040	$0.50	$520	$0	$520	$3,802.34
Inspection Program	Environmental Specialist	$34,072	$9,692	$21	624	$13,129	4160	$0.50	$2,080	$0	$2,080	$15,209.36
Public Outreach	Environmental Specialist	$34,072	$9,692	$21	156	$3,282	0	$0.50	$0	$2,000	$2,000	$5,282.34
Administration, reporting and database maintenance	Program Manager	$69,984	$22,901	$45	104	$4,644	0	$0.50	$0	$0	$0	$6,832.47
	Environmental Specialist	$34,072	$9,692	$21	104	$2,188						
						$26,527					$4,600	$31,126.51

Project Location



ALACHUA COUNTY IRRIGATION RESTRICTIONS EDUCATION AND ENFORCEMENT EXPENSES

TASK DESCRIPTION	PERSONNEL						OPERATING				
				Hourly			Transportation			Supplies	
	Staff	Salary	Fringe	Rate	Hours	Total	Miles	Cost	Total		Total
Complaint based enforcement activities	Environmental Specialist	$34,072	$9,692	$21	156	**$3,282**	1040	$0.50	$520	$0	**$520**
Inspection Program	Environmental Specialist	$34,072	$9,692	$21	624	**$13,129**	4160	$0.50	$2,080	$0	**$2,080**
Public Outreach	Environmental Specialist	$34,072	$9,692	$21	156	**$3,282**	0	$0.50	$0	$2,000	**$2,000**
Administration, reporting and database maintenance	Program Manager	$69,984	$22,901	$45	104	**$4,644**	0	$0.50	$0	$0	**$0**
	Environ-mental Specialist	$34,072	$9,692	$21	104	**$2,188**					
						$26,527					**$4,600**

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BCC-084
GROUP NUMBER	1934
PERIOD/DATE	4/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	SJRWMD Water Conservation Environmental Protection		Intergovernmental Revenue	260-5511-337.30-00	15,560	
2	SJRWMD Water Conservation Environmental Protection		Regular Salaries	260-5511-537.12-00		13,260
3	SJRWMD Water Conservation Environmental Protection		Travel & Per Diem	260-5511-537.40-11		1,300
4	SJRWMD Water Conservation Environmental Protection		Other Operating Supplies	260-5511-537.52-99		1,000
5						
6						
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9						
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19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 15,560 | 15,560

COMBINED TOTAL: 31,120

PERFORMANCE RESULTS: EPD has been awarded a Water Conservation Cost-Share Agreement with the St. Johns River Water Management District to promote Water Conservation. Please set up revenue and expenditure budget accordingly.

Diane M. Smith 1/18/11
PREPARED BY:

ANALYST

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 JAN 27 PM 2 12

ELECTED OFFICIAL OR DEPARTMENT HEAD — 1/18/11

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

January 25, 2011 Regular BoCC Meeting
Agenda Item #29

Title
Creation of additional Victim Advocate Counselor position in the Office of Victim Services and Rape Crisis Center. (Amended)

Amount
$15,365.00

Description
Request approval for the addition of 0.5 FTE Victim Advocate Counselor position in the Office of Victim Services and Rape Crisis Center.

Recommendation
Approve the addition of 0.5 FTE Victim Advocate Counselor position in the Office of Victim Services and Rape Crisis Center

Alternative(s)
Do not approve the addition of 0.5 FTE Victim Advocate Counselor position in the Office of Victim Services and Rape Crisis Center.

Requested By
Elmira K. Warren/Loretta Golden/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
County Manager memoranda approving the addition of a 0.5 FTE Victim Advocate Counselor position in the Office of Victim Services and Rape Crisis Center

Documents Requiring Action
N/A

Executive Summary
Any addition of FTE's, classification or changes to salary ranges on the Bargaining Unit(s), Non-Bargaining and Executive Service pay Plans must be approved by the Board of County Commissioners.The Victim Services & Rape Crisis Center received an additional $15,365.00 in the program's 2010/2011 VOCA (Victim of Crimes Act) grant to support a part-time position. The Department of Community Support Services has requested the classification of a part-time position in the Victim Services and Rape Crisis Center division. Administrative Services/Human Resources has reviewed the job content questionnaire and has classified the additional 0.5 FTE as a Victim Advocate Counselor.

Background
The County has had a VOCA grant since 1986, which provides funding for Victim Advocate Counselors to support and assist victims of personal injury crimes other than sexual assault. By approving the request to create a part-time Victim Advocate Counselor position, the program will be able to continue proactive efforts providing services in under-served communities and meet unmet needs for non-traditional services.

Issues

VOCA funding for the part-time FTE expires 9/30/2011. The program will request continued funding for the position in the FY 2012 VOCA grant application.

Fiscal Recommendation
Approve the addition of 0.5 FTE Victim Advocate Counselor position to the Office of Victim Services and Rape Crisis Center through grant funding.

Fiscal Alternative(s)
Do not approve the addition of 0.5 FTE Victim Advocate Counselor position to the Office of Victim Services and Rape Crisis Center.

Funding Sources
Victims of Crime Act Grant

Account Code(s)
191.2971.569

Attachment: Classification Memo victim services.pdf

Alachua County Administrative Services

Human Resources

Kim Baldry, CPM, SPHR, Human Resources Manager
Karen P. Gerding, CPM, PHR, Human Resources Supervisor

November 24, 2010

MEMORANDUM

DEC 20 2010
COUNTY MANAGER

To: Randall H. Reid
County Manager

Via: Suzanne Gable
Office of Management and Budget Director

Via: Betty Baker
Administrative Services Director

From: Kim Baldry, SPHR
Human Resources Director

Subject: **CLASSIFICATION**
DEPARTMENT OF COMMUNITY SUPPORT SERVICES

The Department of Community Support Services requested the classification of a new position in the Victim Advocate Program. The department was awarded additional funds under the VOCA Grant allowing the division to hire a part time counselor.

Based on our analysis of the job content questionnaire (JCQ) and comparison with other County and departmental positions, the following is recommended for your consideration:

Position Title	Pay Plan	Overtime Eligibility	Pay Grade	Hourly Rate	Annual Rate
Victim Advocate Counselor (2320)	NBR	Exempt	13	$17.2492 - $27.5987	$35,878.34 - $57,405.30

RCVD PM 4:14 12/22/10

January 25, 2011 Regular BoCC Meeting
Agenda Item #30

Title
Public Safety: Ratification of the documents implementing and ending the declaration of Emergency and Burn ban from December 22, 2010 to January 3, 2011 (Amended) (Amended)

Amount
N/A

Description
Request to ratify the Proclamations and Emergency Order related to the Burn Ban as approved by the Chair and Vice-Chair

Recommendation
Ratify the documents implementing and ending the declaration of Emergency and Burn ban from December 22, 2010 to January 3, 2011.

Alternative(s)
Do not ratify the documents and direct staff

Requested By
Ed Bailey, Director 384-3130

Originating Department
Public Safety

Attachment(s) Description
Proclamation Declaring Local State of Emergency December 22, 2010, State of Emergency Order December 22, 2010, and Proclamation Terminating Local State of Emergency January 3, 2011

Documents Requiring Action
Already signed by Chair

Executive Summary
A State of Local Emergency was declared on December 22, 2010, pursuant to Chapter 252, Florida Statues, and Alachua County Ordinance 08-18 because of the severe threat of fire to lives and property of residents of Alachua County. In addition, a State of Emergency Order was issued banning the use of outdoor burning devices and any otherwise lawful outdoor burning during the period of local emergency. On January 3, 2011, the potential for serious wildfire no longer existed, and the Local State of Emergency was terminated. The Proclamations and State of Emergency Order were all approved by the Chair and Vice-Chair. The documents are being brought to the Board for ratification and inclusion into the Board's official records.

Background
Pursuant to the authority conferred by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18, the Chair of Alachua County Board of County Commissioners declared a local state of emergency in Alachua County effective December 22, 1010 due to severe drought and weather conditions combined with the abundance of easily-ignitable dead vegetation and the increased potential of serious wildfires occurring within the County. The proclamation continues to exist until formally terminated. In addition, a State of Emergency Order pertaining to the ban on the use of flares, explosives, or outdoor burning devices or otherwise lawful outdoor burning was ordered on December 22, 1010 during the state of local emergency. This order bans the

use of outdoor burning devices (excluding attended and monitored barbeque/cooking equipment) and any otherwise lawful outdoor burning such as lawn, debris, or trash burning. On January 3, 2011, after consultation with state and local authorities and as a result of significant recent rainfall mitigating the severe drought and wind conditions and decreasing the potential for serious wildfires, the declaration of emergency was terminated. All documents related to the Local State of Emergency and the State of Emergency Order were approved by the Chair and Vice-Chair, however must be ratified by the Board of County Commissioners as soon as is practicable at a regular or special meeting.

Issues
All documents related to the Local State of Emergency and the State of Emergency Order were approved by the Chair and Vice-Chair, however must be ratified by the Board of County Commissioners as soon as is practicable at a regular or special meeting.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Burn Ban Term 01032011.pdf
Attachment: Burn Ban 12222010.pdf

PROCLAMATION TERMINATING LOCAL STATE OF EMERGENCY

PURSUANT to the authority conferred by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18 (codified in Chapter 27 of the Alachua County Code), and pursuant to Section III Subsection A, Item 3 of the Alachua County Comprehensive Emergency Management Plan, dated July 10, 2007, after consultation with state and local authorities that, as a result of significant recent rainfall, severe drought and wind conditions no longer increase the potential of serious wildfires, and upon such basis that a declaration of emergency may be terminated when the emergency no longer exists, I, Lee Pinkoson, Chair of the Board of County Commissioners, hereby declare that the local state of emergency initiated on December 22, 2010, no longer exists in Alachua County as of 12:00 noon, January 3, 2011, and is hereby terminated.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

PROCLAMATION DECLARING LOCAL STATE OF EMERGENCY

PURSUANT to the authority conferred by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18, (codified in Chapter 27 of the Alachua County Code) as Chair of Alachua County Board of County Commissioners, and pursuant to Section III, Subsection A, Item 3 of the Alachua County Comprehensive Emergency Management Plan, dated July 10, 2007, after consultation with state and local authorities that severe drought and weather conditions, combined with the abundance of easily-ignitable dead vegetation, increase the potential of serious wildfires occurring within the County, I hereby declare that a local state of emergency exists in Alachua County effective December 22, 2010, 1:00 p.m., and will continue to exist until formally terminated by a majority of the Alachua County Board of County Commissioners or pursuant to Chapter 27, Alachua County Code.

THIS PROCLAMATION authorizes the activation of the Alachua County Emergency Operations Plan and the exercise of all powers provided by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18, (Chapter 27 of the Code).

HEREBY PROCLAIMED this 22nd day of December, 2010.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

A STATE OF EMERGENCY ORDER PERTAINING TO A BAN ON THE USE OF FLARES, EXPLOSIVES, OR OUTDOOR BURNING DEVICES OR OTHERWISE LAWFUL OUTDOOR BURNING

WHEREAS, a state of local emergency was declared on December 22, 2010, pursuant to Chapter 252, Florida Statues, and Alachua County Ordinance 08-18 (codified in Chapter 27 of the Alachua County Code) because of the severe threat of fire to lives and property of residents of Alachua County; and,

WHEREAS, that due to the current and forecast drying conditions, frequent wildfire occurrence, and observed severe fire behavior, combined with the abundance of easily-ignitable winter-kill vegetation, which continue to cause, exacerbate, and threaten wildfires within Alachua County, further measures are required to protect Alachua County citizens, and visitors, and to otherwise protect their health, safety, welfare and property;

NOW, THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, it is hereby ordered that, during the state of local emergency, the use of outdoor burning devices (excluding attended and monitored barbeque/cooking equipment) and any otherwise lawful outdoor burning such as lawn, debris, or trash burning, shall be prohibited throughout Alachua County during the period of local emergency and any extension(s) thereof. Permits for commercial burning may be issued by the Division of Forestry or their designees on a case-by-case basis only after an on-site inspection is made and it is determined there will be sufficient fire suppression equipment and personnel on-site. Campfires may be permitted within designated recreational areas only, pursuant to applicable regulations and guidelines. Controlled burning for fuel reduction or fire suppression purposes by authorized emergency response agencies is expressly excluded from the ban.

If any provision of this Order is invalidated by a court of competent jurisdiction, such invalidity shall not affect the remaining provision of the Order which shall continue to have the full force and effect of law.

This state of local emergency order may be modified in whole or in part, extended, or may be terminated upon the joint recommendation of the Alachua County Director of Public Safety and the Alachua County Manager by action of the Chair of the Board of County Commissioners, with ratifications in any event by the Board of County Commissioners as soon as is practicable at a regular or special meeting.

Any person not abiding by the order shall be subject to a fine, imprisonment or both, or other civil action or penalty, in accordance with Alachua County Ordinance 08-18 (codified in Chapter 27 of the Alachua County Code) and Sections 10.08 and 10.09 of the Alachua County Code, and Section 252.50, Florida Statutes. This order is enforceable by law enforcement officers within Alachua County and is enforceable by municipal law enforcement officers within the municipalities within the County.

DONE and ORDERED THIS 22nd day of December, 2010.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

January 25, 2011 Regular BoCC Meeting
Agenda Item #31

Title
Department of Community Affairs (DCA) Signature Authority Forms (6) (Amended)

Amount
N/A

Description
Department of Community Affairs Signature Authority Forms

Recommendation
Authorize Chair to sign six (6) DCA Signature Authority Forms, certifying that the Finance Director and Clerk of the Court are authorized to sign Request for Funds and to electronically submit Request for Funds to the Florida Department of Community Affairs.

Alternative(s)
n/a

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
DCA Signature Authority Forms (6)

Documents Requiring Action
DCA Signature Authority Forms (6)

Executive Summary
As a new Chair has been elected, new signature forms are needed to be signed and submitted to DCA. These forms certify that the individuals identified on the forms are authorized to submit Request For Funds electronically to DCA for reimbursement of grant related expenses.

Background
Signature Authority Forms are needed to authorize individuals to sign Requests for Funds (RFF's) and to submit Request for Funds electronically to the Small Cities Community Development Block Grant Program. Three forms are required for each grant. One set is for the Neighborhood Stabilization Program and one set is for the Housing Rehabilitation Program. Alachua County is reimbursed by the State of Florida for expenses incurred under each of these grants. Alachua County's Finance Director and Clerk of the Court are identified on the forms as being eligible individuals to sign and submit RFF's.

Issues
As a new Chair has been elected, new forms are needed to be signed and submitted to DCA.

Fiscal Recommendation

This recommendation has no adverse fiscal impact

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: DCA Sig Authority CDBG Final.pdf

Attachment K

Department of Community Affairs
Florida Small Cities Community Development Block Grant (CDBG) Program

SIGNATURE AUTHORITY FORM (2/26/09)

Submit an original Signature Authority Form with each contract.

Recipient	Contract #
Alachua County	09DB-4N-03-11-01-H19
Mailing Address (Street or Post Office Box)	
10 SW 2nd Avenue	
City, State and Zip Code	
Gainesville, Florida 32601	
Project Contact Person	Telephone # (352) 337-6285
Tom Webster	E-mail Address twebster@alachuacounty.us
Financial Contact Person	Telephone #
Todd Hutchinson	E-mail Address NTH@thor.co.alachua.fl.us

Requests for Funds (RFFs) from the Florida Small Cities CDBG Program require *(check one):* **[X] one signature [ ] two signatures** of individuals authorized below. No more than two individuals can be authorized to use FloridaPAPERS. **CDBG contracts require that at least one (1) RFFs must be submitted each quarter and should reflect all expenditures incurred during that reporting period.**

Typed Name	Date	Signature
Todd Hutchinson	12-17-10	Todd Hutchinson
[X] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address NTH@thor.co.alachua.fl.us	
Typed Name J.K. "Buddy" Irby	Date 12-17-10	Signature J.K. Irby
[ ] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address JKI@thor.co.alachua.fl.us	
Typed Name	Date	Signature
[ ] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address	

APPROVED AS TO FORM

I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically to the Small Cities Community Development Block Grant Program using FloridaPAPERS.

Typed Name	Date	Signature
Lee Pinkoson	1-25-2011	Lee Pinkoson

[X] Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida.
[X] Check here if your local government will be working on a reimbursement basis.
[ ] If this signature authority form pertains to a housing grant, check here if your local government will use an escrow account for housing activities.

ATTEST: J.K. IRBY, CLERK

CDBG payments *to local governments using EFT* are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.

Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.

Name of Financial Institution	Account Number
Street Address or Post Office Box	Telephone Number
City, State and Zip Code	

Attachment K

Department of Community Affairs
Florida Small Cities Community Development Block Grant (CDBG) Program

SIGNATURE AUTHORITY FORM (2/26/09)

Submit an original Signature Authority Form with each contract.

Recipient Alachua County	Contract # 10DB-4X-03-11-01-F01
Mailing Address (Street or Post Office Box) 10 SW 2nd Avenue	
City, State and Zip Code Gainesville, Florida 32601	
Project Contact Person Tom Webster	Telephone # (352) 337-6285 E-mail Address twebster@alachuacounty.us
Financial Contact Person Todd Hutchinson	Telephone # E-mail Address NTH@thor.co.alachua.fl.us

Requests for Funds (RFFs) from the Florida Small Cities CDBG Program require *(check one):* **[X] one signature [ ] two signatures** of individuals authorized below. No more than two individuals can be authorized to use FloridaPAPERS. **CDBG contracts require that at least one (1) RFFs must be submitted each quarter and should reflect all expenditures incurred during that reporting period.**

Typed Name Todd Hutchinson	Date 12-17-10	Signature Todd Hutchinson
[X] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address NTH@thor.co.alachua.fl.us	
Typed Name J.K. "Buddy" Irby	Date 12-17-10	Signature
[ ] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address JKI@thor.co.alachua.fl.us	
Typed Name	Date	Signature
[ ] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address	

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically to the Small Cities Community Development Block Grant Program using FloridaPAPERS.

Typed Name Lee Pinkoson	Date 1-25-2011	Signature

[X] Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida.
[X] Check here if your local government will be working on a reimbursement basis.
[ ] If this signature authority form pertains to a housing grant, check here if your local government will use an escrow account for housing activities.

ATTEST:
J. K. IRBY, CLERK

CDBG payments *to local governments using EFT* are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.

Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.

Name of Financial Institution	Account Number
Street Address or Post Office Box	Telephone Number
City, State and Zip Code	

January 25, 2011 Regular BoCC Meeting
Agenda Item #32

Title
Jerry Walters Construction, Inc.: Change Order 1 to Purchase Order 131317. (Amended)

Amount
$8,723.00

Description
Request Approval of the Finance Report and Change Order #1 to Purchase Order #101317, issued to Jerry Walters Construction, Inc., for the property located at 22512 N SR 235, Brooker, FL 32622, to refurbish well, two loads of dirt, install lift station including electric, move trailer offsite, cleaning and tree removal.

Recommendation
Approve the Finance Report and Change Order 1 to Purchase Order 101317, issued to Jerry Walters Construction, Inc. for property located in Booker, FL

Alternative(s)
That the Board reject the Finance Report and Change Order #1 to Purchase Order #101317.

Requested By
Steve Lachnicht/Larry Sapp

Originating Department
Growth Management/ Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order #1 to Purchase Order #101317, issued to Jerry Walters Construction, Inc., for the property located at 22512 N SR 235, Brooker, FL 32622, to refurbish well, two loads of dirt, install lift station including electric, move trailer offsite, cleaning and tree removal and authorize the Chairperson's signature.

Background
Purchase Order #101317, to Jerry Walters Construction, Inc, was approved on April 13, 2010 to demolish and construct replacement housing unit at 22512 N SR 235, Brooker, FL 32622, per terms and Conditions of Meridian Construction Bid for the FFY 2008 CDBG Housing Rehabilitation Contract. Change Order #1 will increase the Purchase Order by $8,723.00 for a new purchase order total of $87,510.00 Original PO Total: $ 78,787.00 Change Order #1: $ 8,723.00Revised Total: $ 87,510.00

Issues
Not approving this increase will inhibit the department's ability to serve Alachua County residents.

Fiscal Recommendation
Sufficient Funds Exist

Fiscal Alternative(s)
$0.00 – No change to existing Purchase Order amount.

Funding Sources
COMM DEVELOP BLOCK GRANT

Account Code(s)
204-6500-554.34-71

Attachment: 101317PO.pdf
Attachment: 101317FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

January 11, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #1, to Purchase Order #101317, issued to Jerry Walters Construction, Inc., for an increase of $8,723.00 for additional work under the housing rehabilitation program. The new purchase order total is $87,510.00.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 25th DAY OF January, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/mm

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4569
1-866-822-5106 (toll free) ■ Suncom 651-5202
Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 101317

ORDER DATE	6/10/2010
REQ. NUMBER	0000054090
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	2046005543471
VENDOR NO.	1003338

CHANGE NO.: 1
DATE: 1/03/2011

VENDOR I.D. #

VENDOR
JERRY WALTERS CONSTRUCTION INC
52316 CELMAR STREET
BROOKSVILLE FL 34601

SHIP TO
ALACHUA COUNTY
PLANNING AND DEVELOPMENT
ANNEX BUILDING 3RD FLOOR
10 SOUTH WEST 2ND AVENUE
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
2			CO #1 TO INCREASE PO #101317 BY $8,723.00 FOR ADDITIONAL SERVICES FOR PROPERTY LOCATED @ 22512 N SR 235, BROOKER, FL 32622	1.00	EA	8723.0000	8723.00
						TOTAL	87510.00

REMARKS:

ORIGINAL PO TOTAL: $78,787.00
CHANGE ORDER #1: $ 8,723.00
NEW REVISED TOTAL: $87,510.00

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE