- Steve Donahey
  Deputy Clerk

SUPPLEMENTAL AGENDA

February 8, 2011

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

ITEM TO BE ADDED TO THE REGULAR AGENDA

- *Sheriff Sadie Darnell to speak,* ***(to follow item # 11)***

ITEM TO BE MOVED FROM THE 9:00 AM PORTION OF THE MEETING TO THE 5:00 PM PORTION

- ***ITEM # 14:*** *Diversity, Inclusion, and Workforce Development Framework and Implementation Plan presentation, per Chair Pinkoson*

Alachua County Florida
A Proclamation

Declaring "Dating Violence Awareness Month" in Alachua County, Florida

Whereas *youth are central to the growth and continuation of a safe and healthy community. It is a goal of this administration for our communities to be safe; and*

Whereas, *dating violence affects all Alachua County youth, crossing all racial, social, religious, ethnic, geographic, and economic groups; and*

Whereas, *one in four adolescents reports verbal, physical, emotional, or sexual violence each year, and one in five high school girls has been physically or sexually abused by a dating partner, according to the Centers for Disease Control and Prevention; and*

Whereas, *dating violence is associated with unhealthy sexual behaviors that can lead to unintended pregnancy, sexually-transmitted diseases, and HIV infections; abusive dating experiences during adolescence may disrupt normal development of self-esteem and body image; and*

Whereas, *adolescents in abusive relationships often carry these unhealthy patterns of violence into future relationships; and*

Whereas, *many of these cases can be prevented by helping adolescents develop skills for healthy relationships with others and this type of social change can only be addressed through the collective effort of committed community members.*

***Now, therefore,* through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim February 2011 as "Dating Violence Awareness Month" in Alachua County, Florida.**

Duly proclaimed this 8th day of February, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

OFFICIAL SEAL

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

February 8, 2011 Regular BoCC Meeting
Agenda Item #6

Title
Length of Service Milestone Recipients (Ammended).

Amount
N/A

Description
Request to recognize County Employees who have reached a Length of Service or Career Milestone in January, 2011.

Recommendation
Recognize County Employees that have reached a Length of Service or Career Milestone in January, 2011.

Alternative(s)
Do not Recognize County Employees that have reached a Length of Service or Career Milestone in January, 2011.

Requested By
Kim Baldry, 374-5219

Originating Department
Administrative Services/Human Resources

Attachment(s) Description
List of Employees who have reached a Length of Service or Career Milestone in January, 2011.

Documents Requiring Action
N/A

Executive Summary
N/A

Background
The County recognizes all employees who have reached a milestone year of service (5, 10, 15, 20, 25, 30, 35 or 40) at an annual awards ceremony following the year the milestone year of service was attained. Also recognized at that event are employees who have achieved outstanding or exemplary attendance for the previous calendar year. In an effort to provide a timely recognition of employees who have reached a milestone year of service, we are recognizing the employees on the attached list who reached their milestone year in January of 2011. These employees will be invited to the Annual Employee Recognition Ceremony to be held in 2012 here they will be presented with a certificate attesting to their length of service, as well as any other recognition mementos presented to employees attaining that milestone year of service. The County also wishes to recognize employees who have recently achieved a career milestone in their field. These employees and their achievements will be introduced by their respective Department Directors.

Issues
Providing Length of Service Pins is a form of employee recognition that contributes to increased morale. Failure to recognize and show appreciation for employees may result in a decrease in morale and overall efficiency.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: January 9 emp.pdf

LENGTH OF SERVICE PINS
MILESTONE YEAR OF SERVICE REACHED
January, 2011

5 Years

Administrative Services:	**Ray Billingsley**

10 Years

Court Services:	**Dana Patterson** **Lillie Perkins**
Public Safety:	**Mary McElroy**
Public Works:	**Nathaniel DeCoursey**

15 Years

Administrative Services:	**Russell Mullins**
Growth Management:	**Judith Davis**

20 Years

Administrative Services:	**DJ Ferguson**

25 Years

Court Services:	**Connie Hartsock**

February 8, 2011 Regular BoCC Meeting
Agenda Item #8

Title
Library District Board of Trustees: Nomination of Three Citizens (Amended)

Amount
N/A

Description
Consider the nomination of three applicants for the Library District Board of Trustees. The Library District Governing Board will appoint one of the nominees to the Board of Trustees.

Recommendation
Nominate three applicants for consideration for appointment to the Library District Board of Trustees.

Alternative(s)
Request additional applicants.

Requested By
Mary Lowry, X6904 on behalf of Sol M. Hirsch, Library Director - 334-3910

Originating Department
Library Director's Office via County Manager's Office

Attachment(s) Description
Tally sheet, membership report, applications

Documents Requiring Action
N/A

Executive Summary
The Library District Governing Board is requesting nomination of three applicants to be considered for appointment by the Library District Governing Board. In order to make an appointment prior to the April 20, 2011 Board of Trustees meeting, the Library District Governing Board would like to receive the nominations by February 25,2011.

Background
The Library District's Board of Trustees consists of seven members appointed by the Library District Governing Board. Three of the seven are Alachua County Representatives, three are City of Gainesville Representatives, and one is a League of Cities Representative. The founding ordinance, Section 223.05, is attached. The term of County Representative Shelia K. Dickison will expire on March 31,2011. Ms. Dickison is eligible for a three year term as she served the one year remaining in a County Representative's term. The upcoming vacancy is a full three year term for the period April 1, 2011 - March 31, 2014. The Library District has advertised this vacancy as well as one City of Gainesville and one Alachua County League of Cities vacancy. Three applications were received for the Alachua County vacancy. The Library District Governing Board is requesting nomination of these applicants. Nominate the THREE Board of Trustees applicants to be consider for appointment by the Library District Governing Board for the three year term April 1, 2011 - March 31, 2014.

Issues

N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: SweenyS.pdf
Attachment: BOT Tally Sheet.pdf
Attachment: ch_2003-375.pdf
Attachment: Ch98-502.pdf
Attachment: AntoneA.pdf
Attachment: BOT Member List.pdf
Attachment: DickisonS.pdf

COMMITTEE: Alachua County Library District Board of Trustees 02/08/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Nominate three Board of Trustees applicants to be considered for appointment by the Library District Governing Board:					
Alicia Antone					
Sheila Dickison					
Sharlynn Sweeney					

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ALACHUA COUNTY LIBRARY DISTRICT
LIBRARY BOARD OF TRUSTEES
April 22, 2010 - March 31, 2011

NAME/ADDRESS	PHONE & E-mail	TERM
Kim A. Worley, Chair **(April 22, 2010 – March 31, 2011)** P. O. Box 546 Waldo, FL 32694	468-2231 (res) 468-1001 (bus) 258-6921 (cell) kim@waldo-fl.com	April 10, 2008 – March 31, 2011 (Alachua County League of Cities Representative) [1st Term]
Vivian L. Filer, Vice Chair **(April 22, 2010 – March 31, 2011)** 1636 SE. 14th Avenue Gainesville, FL 32641	376-9956 (res) vivianfiler@att.net	April 1, 2008 – March 31, 2011 (City of Gainesville Representative) [1st Term]
Sheila K. Dickison 3000 NW 66th Terrace Gainesville, FL 32606	376-0300 (res) 846-1575 (bus) skddac@gmail.com	April 1, 2010 – March 31, 2011 (Alachua County Representative) [1st Term]
Dorothy Field 1755 NW 17th Lane Gainesville, FL 32605	379-7728 (res) df811@cox.net	April 1, 2009 – March 31, 2012 (City of Gainesville Representative) [2nd Term]
Xavier J. Monroe 9611 SW 82nd Avenue Gainesville, FL 32608	335-7786 (res) 682-7279 (bus) monroexj@gmail.com	April 1, 2010 – March 31, 2013 (City of Gainesville Representative) [1st Term]
Gloria A. Moore 2834 NW 23rd Blvd Gainesville, FL 32605	376-6750 (res) 392-4711X221 (bus) gamoore@ufl.edu	April 1, 2010 – March 31, 2013 (Alachua County Representative) [1st Term]
Ora L. White 6423 NW 42nd Lane Gainesville, FL 32606	374-9680 (res) oral46@cox.net	October 28, 2010 – March 31, 2012 (Alachua County Representative) [1st Term]

STAFF	Phone
Alachua County Library District Headquarters - Gainesville 401 East University Avenue Gainesville, FL 32601	(352) 334-3910 (bus)
Sol M. Hirsch, Library Director	
Terry J. Rasch, Assistant to Library Director	

04/22/10
Revised 06/28/10
Revised 08/05/10
Revised 10/28/10

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Alachua County Library District
Administration
401 East University Avenue
Gainesville, FL 32601-5453
(352) 334-3910 FAX (352) 334-3918
www.aclib.us

RETURN THIS APPLICATION TO:

Alachua County Library District
Administration Office
401 E University Avenue
Gainesville, FL 32601-5453
(352) 334-3910
TDD (352) 334-3904

Please specify which entity you wish to be appointed to represent (check one of the following):

City of Gainesville: ____ Alachua County: ✓ *League of Cities: ✓

Do you reside within the Corporate Limits of the City of Gainesville? ___Yes ___No. If yes, would you like to also be considered for the Alachua County vacancy? ___Yes ___No.

Do you reside within Alachua County? ✓ Yes ___No.

	Last	First	Middle
NAME:	Antone	Alicia	A
ADDRESS:	137 Turkey Creek		
CITY:	Alachua	Florida FL ZIP CODE	32615
TELEPHONE:	(Home)	(Business)	(Email address)
	386-518-6086	Same	bookworm02914@yahoo.com
OCCUPATION/POSITION:	Consultant		
EMPLOYER:	Self		
ADDRESS OF EMPLOYER:	137 Turkey Creek		
CITY:	Alachua	Florida FL ZIP CODE	32615

Training/experience:

Public library experience in a myriad of service levels from library aid to Director. Strong interest in libraries and community service.

What contributions do you feel you could make to the Board of Trustees if you are selected?

library advocacy, finance, policy and procedure, Fundraising, marketing library services and community engagement. "Green" library management

*The Alachua County League of Cities (ACLOC) is made up of elected representatives from each municipality in Alachua County. An ACLOC appointee was added to the Board of Trustees primarily to insure a voice for the small municipalities in Alachua County.

EDUCATIONAL BACKGROUND

	Date of Graduation	Degree
College/Higher Education		
Univ. of Rhode Island	2000 2002	MLIS, MPA
High School EP Senior High	1980	Diploma

CIVIC/PROFESSIONAL ORGANIZATIONS

(Include participation in previous boards and committees)

Alachua Woman's Club, Member
City Beautification Board, Board member
American Cancer Society, Alachua County, Board Member
Alachua County Democratic Committee, committeeperson

REFERENCES

NAME	PHONE	BUSINESS/ OCCUPATION	ADDRESS
Madelyn Lockhart	352-373-9954	Prof. Emerita	2736 NW 77th Boulevard
Jan Swanbeck	352-273-0367	Librarian	P.O. BOX 117011
Michael Marsiske, PhD	352-273-5047	Associate Professor	PO.B 100165

If you have any additional information, such as a resume, please attach.

Are you willing to attend meetings in accordance with the bylaws of the Board of Trustees (see the attached Board of Trustees Bylaws and Board of Trustees Position Description)? ✓ Yes ___ No.

According to the State of Florida, Commission on Ethics, persons appointed to this board will need to fill out a Financial Disclosure Statement. Would you be willing to file the required financial statement? ✓ Yes ___ No. If you have any questions about this law, please call the Administration Office of the Alachua County Library District at 352/334-3910.

Signature Rebecca A. Antone	**Date** 1-12-11

ALICIA A. ANTONE

137 Turkey Creek, Alachua, FL 32615

Phone/Fax: (386) 518-6086 E-mail: bookworm02914@yahoo.com

PROFESSIONAL PROFILE

M.L.I.S educated professional with knowledge and skills encompassing diverse areas; museum and library advocacy, grant writing, developing exhibits both traveling and stationary, finance, strategic planning, research, event planning, forecasting for capital improvements with the development of short and long term goals. Additional experience in fundraising management.

Special expertise in providing top management with reports, work plans, research and statistical analysis. Possess a strong commitment to excellence in customer service for both the internal and external customers. Proven ability to manage multiple projects simultaneously while supervising day-to-day operations.

KNOWLEDGE, SKILLS & ABILITIES

- ☐ Budgeting
- ☐ Resources audits
- ☐ Graphic design
- ☐ Microsoft Office
- ☐ Project management
- ☐ Problem Solving
- ☐ Report Writing
- ☐ Staff development
- ☐ Statistical Analysis
- ☐ Strategic Planning

PROFESSIONAL EXPERIENCE

University of Florida- Institute on Aging — Gainesville, FL

Consultant- Recruitment Specialist — **June 2010- December 2010**

- Responsible for the recruitment of older adults to participate in clinical research trials.
- Prepare weekly written and oral reports.
- Develop and implement a recruitment strategy to include minority participants.
- Work closely with the IOA research team to determine clinical research priorities.

University of Florida - Libraries — Gainesville, FL

Director of Development — **June 2008 to May 2010**

- Responsible for the day to day operations of a busy development office that included managing the Libraries $20 million dollar capital campaign.
- Worked closely with library faculty, staff and students to establish funding priorities.
- Wrote proposals to solicit funds from individuals and corporations.
- Planned and implemented special events and programs.
- Organized the Annual Faculty and Staff Campaign.
- Supervised staff and volunteers.

Broward County Libraries – Broward College — Pembroke Pines, FL

Assistant Regional Manager — **February 2008-June 2008**

- Developed programs and activities for the County's first Leadership in Energy and Efficiency Design (LEED) library.
- Created a strategic development plan for support of the library.
- Supervised staff and volunteers.

Broward Libraries –African-American Research Library & Cultural Center
Fort Lauderdale, FL
Regional Library Manager **January 2007 - January 2008**

- Responsible for the day to day operations of the library that included supervision of a large staff.
- Created and installed four major exhibits and over thirty mini exhibits.
- Developed a collection maintenance schedule to care for the collections.
- Developed libraries first traveling exhibit, *Art From Africa.*
- Coordinated the receipt of merchandise and operations for gift shop.
- Established and cultivated partnerships with community organizations.
- Worked closely with Friends of the Library Board and volunteers.
- Worked to qualify exhibit gallery to qualify as a museum with the Institute of Museum and Library Services (IMLS).
- Successfully wrote first IMLS grant for the processing of collections, staff development and digital equipment.

Broward Libraries- African-American Research Library & Cultural Center
Fort Lauderdale, FL
Assistant Regional Library Manager **August 2005- January 2007**

- Managed special collections, programs and exhibits and supervised staff.
- Mounted six major exhibits and over 50 smaller exhibits each year.
- Trained staff to implement successful programs and events through strategic planning and program evaluation mechanisms.
- Successfully wrote grants and solicited private funds to support a wide range of programs, events and staff development.

East Providence Public Library East Providence, RI
Assistant Director **February 2002- August 2005**

- Developed and administered the library systems budget including writing grant proposals.
- Formulated collaborative partnerships with local businesses, faith based organizations, public and private schools, and state agencies.
- Planned, directed and coordinated activities for a medium sized library system.
- Maintained a strong public relations program to establish partnerships with a wide variety of community groups.

Naval War College Library Newport, RI
Professional Field Experience **September 2000 – December 2000**

- Assisted Head Archivist in the processing of special collections.
- Created index of collections received.
- Retrieved materials for researchers from Special Collections vaults and Navy databases.
- Developed historical archives brochures and reports.

East Providence Public Library East Providence, RI
Branch Librarian **March 1998- February 2002**

- Directed the overall operations of the branch library with special emphasis on collection development, budgeting, and supervising staff.
- Developed quality programs for children, young adults and adults.
- Completed special projects and served on the Libraries Selection Committee.

Library Assistant **January 1997- March 1998**

- Prepared and implemented library programming for children and young adults at the main library and three branch locations. Supervised library pages and volunteers.
- Provided customer service and reader's advisory to library patrons, Checked out library materials, directed incoming calls to various departments, and supervised ILL records.

EDUCATION

- Indiana University, Indianapolis, Indiana
  The Fundraising School at the Center on Philanthropy
  C.F.R.M., *Certificate in Fund Raising Management*

  **Additional 100 hours of professional development training*

- University of Rhode Island, Kingston, RI
  M.P.A., *Master of Public Administration*
  M.L.I.S., *Master of Library and Information Studies*

- Johnson and Wales University, Providence, RI
  B.S., *Management*
  A.S., *Business Administration*

ASSOCIATIONS & VOLUNTEER WORK

- Alachua County Woman's Club
- American Cancer Society, Alachua County Chapter, Board Member
- Center for Disease Control - Abstract Reviewer
- City of Gainesville Beautification Board, Board Member
- Cotton Club Museum & Cultural Center, Board Member

ACCOMPLISHMENTS

- American Library Association Spectrum Scholar
- Department of Veterans Affairs Certificate of Appreciation

REFERENCES

Professional references, media and portfolio samples available upon request.

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Alachua County Library District
Administration
401 East University Avenue
Gainesville, FL 32601-5453
(352) 334-3910 FAX (352) 334-3918
www.aclib.us

RETURN THIS APPLICATION TO:

Alachua County Library District
Administration Office
401 E University Avenue
Gainesville, FL 32601-5453
(352) 334-3910
TDD (352) 334-3904

Please specify which entity you wish to be appointed to represent (check one of the following):

City of Gainesville: ____ Alachua County: ✓ *League of Cities: ____

Do you reside within the Corporate Limits of the City of Gainesville? ___Yes ✓No. **If yes, would you like to also be considered for the Alachua County vacancy?** ___Yes ___No.

Do you reside within Alachua County? ✓Yes ___No.

	Last	First	Middle
NAME:	[redacted] DICKISON	Sheila	K.

ADDRESS: 3000 NW 66 Terrace
CITY: Gainesville **Florida** FL **ZIP CODE** 32606
TELEPHONE: 376-0300 (Home) **(Business)** 846-1575 **(Email address)** skddacog@aol.com

OCCUPATION/POSITION: Administration / Interim Director of Academic Programs
EMPLOYER: Bob Graham Center for Public Service, UF
ADDRESS OF EMPLOYER: 220 Pugh Hall
CITY: Gainesville **Florida** FL **ZIP CODE** 32611

Training/experience:

Ph.D. (Classics) Bryn Mawr College
30+ years at UF as a faculty member & administrator (Assoc. Provost; Director University Honors Program, Assoc. Dean, CLAS)

What contributions do you feel you could make to the Board of Trustees if you are selected?

I have extensive experience with committee work; have been a frequent user of libraries (academic and public).

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EDUCATIONAL BACKGROUND

	Date of Graduation	Degree
College/Higher Education	1972	Ph.D.
High School	1960	

CIVIC/PROFESSIONAL ORGANIZATIONS

(include participation in previous boards and committees)

Member Cultural Affairs Board; Chair, Victim Services + Rape Crisis Center Advisory Board; member of the Board of Directors, Arbor House; President Elect, Kiwanis Club of Gainesville; member of the Southern Scholarship Foundation Gainesville Advisory Board

REFERENCES

NAME	PHONE	BUSINESS/ OCCUPATION	ADDRESS
Dr. David Colburn	846-3570	Provost Emeritus	236 Pugh Hall
Dr. Ann Henderson	846-1575	Director, Graham Center	220 Pugh Hall
Dr. Jill Varnes	392-0583	Professor, Health Science Rep	16 Florida Gym

If you have any additional information, such as a resume, please attach.

Are you willing to attend meetings in accordance with the bylaws of the Board of Trustees (see the attached Board of Trustees Bylaws and Board of Trustees Position Description)? ✓ Yes ___ No.

According to the State of Florida, Commission on Ethics, persons appointed to this board will need to fill out a Financial Disclosure Statement. Would you be willing to file the required financial statement? ✓ Yes ___ No. If you have any questions about this law, please call the Administration Office of the Alachua County Library District at 352/334-3910.

Signature	Sheila K Duhaney	Date	Jan 12, 2011

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Alachua County Library District
Administration
401 East University Avenue
Gainesville, FL 32601-5453
(352) 334-3910 FAX (352) 334-3918
www.aclib.us

RETURN THIS APPLICATION TO:

Alachua County Library District
Administration Office
401 E University Avenue
Gainesville, FL 32601-5453
(352) 334-3910
TDD (352) 334-3904

Please specify which entity you wish to be appointed to represent (check one of the following):

City of Gainesville: X Alachua County: X *League of Cities: _____

Do you reside within the Corporate Limits of the City of Gainesville? X Yes ___No. **If yes, would you like to also be considered for the Alachua County vacancy?** X Yes ___No.

Do you reside within Alachua County? X Yes ___No.

	Last	First	Middle
NAME:	Sweeney	Sharlynn	Dawn
ADDRESS:	816 NW 9th Ave	(preferred mail address: PO Box 12525, Gville 32604)	
CITY:	Gainesville	**Florida**	**ZIP CODE** 32601
TELEPHONE:	352 336 5149 **(Home)** 392-2424 **(Business)**		**(Email address)** sharlynns@hotmail.com

OCCUPATION/POSITION:	Program Manager
EMPLOYER:	Center for Environmental Policy, Univ. of Florida
ADDRESS OF EMPLOYER:	PO Box 116350
CITY:	Gainesville **Florida** **ZIP CODE** 32611

Training/experience:

Administration for an academic research institution; participate in research — systems ecology, GIS, environmental policy; currently taking courses for a Masters in Library & Info Studies at FSU (web design, info organization, management, reference)

What contributions do you feel you could make to the Board of Trustees if you are selected?

With my background in managing a research center and current education in library studies, I believe I can help develop policies and plans for the Library district and assist in reviewing recommendations for the library. My avid enthusian for libraries & desire to serve the public are also an asset.

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EDUCATIONAL BACKGROUND

Current: FSU distance student, Masters in Library & Info. Studies, expected graduation 2012

	Date of Graduation	Degree
College/Higher Education U. of Miami	May, 1992	BS Marine Biology
Univ. of Florida	Aug 2009	PhD Systems Ecology, Env Eng Sciences
High School Choctawhatchee High, Ft. Walton Bch, FL	June 1987	honors student

CIVIC/PROFESSIONAL ORGANIZATIONS

(include participation in previous boards and committees)

ALA (American Library Association), ACRL (Assoc. of College & Research Libraries)
This would be my first time serving on a board.
I plan to volunteer for Friends of the Library this year, as well.

REFERENCES

NAME	PHONE	BUSINESS/ OCCUPATION	ADDRESS
Mark Brown	392-2309	Professor, Univ of FL	in Italy for 4 months, please use email: mtb@ufl.edu (mtb@ufl.edu)
Mark Clark	392-1807 x319	Asst. Professor UF	clarkmw@ufl.edu PO Box 11051
Matt Cohen	846-3490	Asst Professor UF	mjc@ufl.edu PO Box 1104 Gainesville FL 32611

If you have any additional information, such as a resume, please attach.

Are you willing to attend meetings in accordance with the bylaws of the Board of Trustees (see the attached Board of Trustees Bylaws and Board of Trustees Position Description)? X **Yes** ___ **No.**

According to the State of Florida, Commission on Ethics, persons appointed to this board will need to fill out a Financial Disclosure Statement. Would you be willing to file the required financial statement? X **Yes** ___ **No. If you have any questions about this law, please call the Administration Office of the Alachua County Library District at 352/334-3910.**

Signature Sharly Sweeny	Date 01/14/11

P.S. I also volunteer to amend this form to make it easier to fill out! Spaces are too small.

PO BOX 12525 • GAINESVILLE, FLORIDA 32604
352.336.5149 • SHARLYNN@UFL.EDU

Sharlynn D. Sweeney, Ph.D.

AREAS OF INTEREST: systems ecology, water resources, information systems, scientific data organization and retrieval, reference services, GIS/spatial analysis, energy analysis

EDUCATION

MS, Florida State University (in progress) Current
Library and Information Studies
College of Communication and Information
Tallahassee, Florida
Coursework: Information Organization, Web Design, Management of Information Organizations, Information Services, Database Management.

PhD, University of Florida August 2009
Ecological Systems with Interdisciplinary Concentration in Geographic Information Systems
Department of Environmental Engineering Sciences
Gainesville, Florida

GRADUATE FELLOW: PhD, coursework in limnology, wetland ecology, biogeochemistry of wetland soils, remote sensing, GIS, landscape ecology, aquatic autotrophs, wastewater microbiology, ecological engineering, energy analysis, ecological economics, estuarine systems. Awarded the Graduate Assistance in Areas of National Need (GAANN) Fellowship, May 1999. Dissertation topic: Renewable Water Flows and Wealth in Thailand.
TEACHING ASSISTANT: Biological and Ecological Systems, Ecological Engineering, Environmental Planning, Energy Analysis, Environmental Analysis (full responsibility for the lab section of the course), Spatial Analysis.

University of Florida January 1994 to December 1994
Department of Zoology
Gainesville, Florida
POSTBACCALAUREATE STUDENT: Coursework and labs in biochemistry, microbiology, physiology, behavioral neuroscience, zoology, anatomy, primate ecology, animal science, biophotography.

BS, University of Miami May 1992
Dual major in Marine Science and Marine Biology
Coral Gables, Florida
Coursework in marine science (marine biology, fisheries, fish biology, marine chemistry, physical oceanography) and general science (genetics, ecology, organic chemistry, physics, calculus, geology). Recipient of the four-year Henry King Stanford Scholarship.

PUBLICATIONS

JOURNALS

Brown, M.T., M.J. Cohen and S. Sweeney. 2009. Predicting national sustainability: The convergence of energetic, economic and environmental realities. Ecological Modelling 220(23): 3424-3438.

PEER-REVIEWED PROCEEDINGS

Sweeney, S., M. Cohen, D. King, and M. Brown. 2007. Creation of a Global Emergy Database for standardized national emergy synthesis. In Bardi, E. et al (eds.) Emergy Synthesis 4: Proceedings of the 4th Biennial Emergy Research Conference, Gainesville, FL, pp. 23.1-23.18.

M. Cohen, S. Sweeney and M. Brown. 2007. Soil, water, fish and forests: natural capital in the wealth of nations. In Bardi, E. et al. (eds.) Emergy Synthesis 4: Proceedings of the 4th Biennial Emergy Research Conference, Gainesville, FL, pp. 18.1-18.22.

M. Cohen, S. Sweeney and M. Brown. 2007. Computing the unit emergy value of crustal elements. In Bardi, E. et al. (eds.) Emergy Synthesis 4: Proceedings of the 4th Biennial Emergy Research Conference, Gainesville, FL, pp. 16.1-16.12.

D. King, M. Cohen, S. Sweeney and M. Brown. 2007. Comparative analysis of indicators of well-being using environmental accounting. In Bardi, E. et al (eds.) Emergy Synthesis 4: Proceedings of the 4th Biennial Emergy Research Conference, Gainesville, FL, pp. 4.1-4.18.

RESEARCH REPORTS

Cohen, M.J., S. Sweeney, D. King, G. Shepherd and M.T. Brown. 2008. Environmental Accounting of National Economic Systems: A Global Context. Report to the United Nations Environment Programme. Center for Environmental Policy, University of Florida, Gainesville, FL. 165 pp.

Cohen, M.J., D. King, S. Sweeney, G. Shepherd and M.T. Brown. *In review*. Linking Ecosystem Services and Rural Livelihoods in the Sahel: Environmental Accounting and Wealth Surveys in Response to Land Degradation. Report to the United Nations Environment Programme. Center for Environmental Policy, University of Florida, Gainesville, FL. 151 pp.

PROFESSIONAL EXPERIENCE

University of Florida, Center for Environmental Policy & Center for Wetlands Nov. 2007 to present
Gainesville, Florida
PROGRAM MANAGER: Maintain research library and manage digitization and online dissemination of publication collection. Select and coordinate speakers for 2 academic seminars with 28 speakers per year (Water, Wetlands and Watersheds Seminar). Manage six websites related to the research centers. Organize and implement the biannual conference Emergy Synthesis: Theory and Applications of the Emergy Methodology. Act as managing editor for the biannual conference Proceedings. Manage 4 academic certificate programs for graduate students at the university. Perform miscellaneous duties

involving IT issues, software licenses, office administration, travel and purchasing processing. Improve and maintain the National Emergy Accounting Database (NEAD).

University of Florida, Center for Environmental Policy July 2004 to November 2007
Gainesville, Florida
RESEARCH ASSOCIATE, UNEP funded project: An Ecosystem Approach to Restoring West African Drylands and Improving Rural Livelihoods through Agroforestry-based Land Management Interventions. Obtained, compiled and transformed global datasets of environmental and economic parameters to create a database producing environmental accounts of 164 nations on demand. (A portion of the results can be viewed at: http://sahel.ees.ufl.edu/database_resources.php). Performed intensive internet and literature searches and created annotated bibliographies for agriculture, erosion, and carbon sequestration data in the West Africa region. Compiled and transformed regional environmental and economic data for specific land uses into energy accounting tables and evaluations a variety of farming practices and land uses in West Africa. Created graphics and contributed to papers reporting findings.

University of Florida, College of Medicine January 1997 to January 1999
Gainesville, Florida
BIOLOGICAL SCIENTIST: Planned and performed a variety of molecular biology procedures in neurology. Researched and optimized laboratory procedures and protocols. Monitored radioactive materials, surveys and inspections. Trained laboratory personnel. Managed, analyzed and documented data and results. Presented findings in laboratory meetings. Continued to perform duties listed below under Laboratory Technician.

University of Florida, College of Medicine January 1995 to December 1997
Gainesville, Florida
LABORATORY TECHNICIAN: Performed experimental techniques including extraction and quantitation of DNA, RNA, and protein from cells and tissues; Northern, Southern and Western blot analyses; ADPRibosylation; ELISA; rat *in vivo* and mice behavioral experiments. Maintained detailed records of procedures, data and animal colonies. Performed inventory, requisition and maintenance of lab supplies and equipment. Conducted quantitative densitometry of autorads and *in situ* hybridized brain tissue. Performed 35mm and beta-max film development and black and white printing. Promoted within the laboratory to Biological Scientist.

The Zoo October 1992 to August 1993
Gulf Breeze, Florida
ZOOKEEPER: Responsible for animal care, exhibit planning and maintenance, and public education. Planned, prepared and administered diets and medicine for a wide variety of primates, felines, birds and hoof stock. Performed hand rearing of young, capture and restraint, animal enrichment, exhibit upkeep and training of new personnel. Participated in breeding and hatchery program, special events planning and public education through educational talks, tours and workshops.

University of Miami, Department of Zoology November 1990 to August 1991
Coral Gables, Florida
RESEARCH ASSISTANT: Assisted with mangrove ecology research. Identified, collected and maintained field mangrove vegetation and soil samples for experimental laboratory collections. Conducted literature searches and retrieval. Collected and organized experimental data and performed database entry.

ADDITIONAL SKILLS AND TRAINING

Special Skills

- Office software proficiency (Excel, Access, Word), Adobe Acrobat, Statistics software Minitab and SPSS
- Basic website design, management and editing, including basic courses in HTML, CSS, Photoshop and Dreamweaver software
- GIS/GPS/Remote Sensing software: proficient in ArcGIS, Arcview, MapfactoryWorks, Idrisi; familiar with ERDAS Imagine, ENVI and Pathfinder (GPS), completed the Interdisciplinary Concentration in GIS at the University of Florida
- Film developing and printing, imaging software experience
- Laboratory and field experience: lab and radiation safety courses, various field research courses (including coral reef ecology, humpback whale ecology, wetland ecology), knowledge of Florida ecosystems
- Teaching experience as described in Education section

International Travel Experience

- Costa Rica, Puerto Rico: traveled, backpacked, visited field research stations.
- Thailand, Vietnam, Cambodia: performed household surveys for energy accounting in rural Thailand, then visited Cambodia and traveled remote areas of northern Vietnam by motorbike.
- Germany and Spain for leisure.

Personal

Interests include traveling, hiking, gardening, reading, photography and restoration of longleaf pine ecosystem on 40 acres I own just east of Gainesville.

REFERENCES

Dr. Matt Cohen	Assistant Professor, School of Forest Resources and Conservation, University of Florida, Gainesville, FL, 352-846-3490, mjc@ufl.edu
Dr. Mark Brown	Professor, Department of Environmental Engineering Sciences Director, Center for Wetlands & Center for Environmental Policy, University of Florida, Gainesville, FL, 352-392-2309, mtb@ufl.edu
Dr. Robert McNamara	Associate Professor, Department of Psychiatry, Univ. of Cincinnati College of Medicine, Cincinnati, Ohio, 513-558-5601, robert.mcnamara@psychiatry.uc.edu
Dr. Mark Clark	Assistant Professor, Department of Soil and Water Science, University of Florida, Gainesville, FL, 352-392-1803 ext. 319, clarkmw@ifas.ufl.edu
Dr. Clay Montague	Associate Professor, Environmental Engineering Sciences, University of Florida Gainesville, FL, 352-392-6222, montague@ufl.edu

CHAPTER 98-502

House Bill No. 4103

An act relating to Alachua County; codifying and reenacting chapters 85-376 and 87-529, Laws of Florida, relating to the Alachua County Library District; repealing chapters 85-376 and 87-529, Laws of Florida, and s. 2 of chapter 90-501, Laws of Florida, relating to the Alachua County Library District; providing an effective date.

WHEREAS, chapter 97-255, Laws of Florida, amended chapter 189, Florida Statutes, relating to special districts, and created s. 189.429, Florida Statutes, requiring districts to submit a draft codified charter so that their special acts may be codified by the Legislature, NOW, THEREFORE,

Be It Enacted by the Legislature of the State of Florida:

Section 1. Short title.—This act shall be known and may be cited as the "Alachua County Library District Act."

Section 2. Alachua County Library District; establishment; boundaries; governing board.—

(1) ESTABLISHMENT.—There is hereby created the Alachua County Library District, which is an independent special taxing district created for the purpose of providing the only library system services and facilities for all citizens of Alachua County, excluding the school library system, pursuant to this act.

(2) BOUNDARIES.—The Alachua County Library District shall be composed of all areas of Alachua County, Florida.

(3) GOVERNING BOARD.—The Governing Board of the Alachua County Library District, hereinafter referred to as the "governing board," shall be composed of three members of the Board of County Commissioners of Alachua County, to be selected by the board, and two members of the Gainesville City Commission, to be selected by the commission, who, when acting together as the governing board, shall sit not as county or city commissioners, but as members of the governing board of the district.

Section 3. Powers of the governing board.—The governing board shall have the power to:

(1) Annually levy an ad valorem tax upon taxable real property within the district in the same manner as other county and municipal ad valorem taxes are levied, provided that:

(a) The millage allocated to annual operating and maintenance expenses of the district shall not exceed 1.5 mills.

(b) The millage allocated to debt service shall not exceed the amount necessary to pay the principal of, and interest on, bonds issued under subsections (4) and (5).

(c) The millage allocated to capital improvements shall not exceed 0.5 mill annually until April 1, 2001, and shall then be terminated. During any year in which the governing body levies ad valorem taxes for the purpose of servicing debt issued pursuant to subsection (5) of this section, the maximum annual capital improvement millage authorized by this subsection shall be reduced by the millage actually levied to service such debt.

(2) Purchase, lease, lease-purchase, construct, or otherwise acquire capital projects related to the library services and facilities of the district, and convey such capital projects to the Alachua County Library Board of Trustees in trust for the benefit of the residents in the district. Lease-purchase arrangements may include such contracts and agreements deemed necessary or convenient by the governing board; any rental or other payments required thereunder may be secured by any lawfully available funds of the district.

(3) Appropriate and expend revenue of the district, subject to the limitations of this act.

(4) Issue limited tax bonds, notes, any other certificates of indebtedness, or any form of limited tax or bond anticipation notes or certificates payable from all or any portion of the 0.5 mill capital improvement millage provided for in paragraph (1)(c), but only when the proceeds of such bonds, notes, certificates of indebtedness, or tax or bond anticipation notes or certificates are used to finance or refinance capital projects related to library services or facilities of the district. Bonds issued hereunder shall be payable from taxes to be levied on all taxable property in the district, but said taxes shall be limited to a maximum levy of 0.5 mill. In issuing such bonds or other forms of indebtedness, the governing board may pledge the faith and credit of the district for service of the debt to be incurred, up to the 0.5 mill limit.

(5) Issue bonds, notes, any other certificates of indebtedness, or any form of tax or bond anticipation notes or certificates payable from all or any portion of the ad valorem tax revenues of the district, provided

that if such bonds, notes, certificates of indebtedness, or tax anticipation notes or certificates mature more than 12 months after issuance:

(a) The issuance thereof shall be approved by a majority of the electors voting in a bond referendum conducted pursuant to law; and

(b) The proceeds thereof shall be used only to finance or refinance capital projects related to library services or facilities of the district.

Bonds or other forms of indebtedness issued pursuant to this subsection shall be payable from ad valorem taxes to be levied on all taxable property in the district without limitation as to rate or amount. In issuing such bonds or other forms of indebtedness, the governing board may pledge the full faith and credit of the district for service of the debt to be incurred.

(6) Issue revenue bonds, notes, including bond anticipation notes, or other certificates of indebtedness payable from the proceeds of any fees, charges, fines, rentals, grants, or other sources of revenue, except ad valorem taxes, which may be or may become available to the district and, in connection therewith, to:

(a) Pledge such revenues to the payment of such revenue bonds, notes, or other certificates of indebtedness;

(b) Make all customary or necessary covenants for the security of such revenue bonds, notes, or other certificates of indebtedness, including covenants to assure the adequacy of such revenues and the proper collection, holding, and disposition thereof;

(c) Agree to pay some or all expenses of maintenance and operation from sources other than pledged revenues, and not to diminish the rate of taxation available therefor;

(d) Capitalize interest and reserves in such amounts as the governing board may deem necessary;

(e) Pay all costs of issuance of such bonds, notes, or other certificates of indebtedness, including fiscal, legal, bond insurance, and printing expenses, from the proceeds of such bonds, notes, or other certificates of indebtedness or other sources; and

(f) Apply the proceeds of said revenue bonds, notes, or other certificates of indebtedness to the payment of the cost of any or all facilities or property, real or personal, including books, which said district

is empowered to acquire, including all architectural, legal, engineering, and other professional costs incurred in connection therewith, or to the refunding of previously issued revenue bonds, notes, or other certificates of indebtedness.

(7) Issue such bonds, revenue bonds, tax or bond anticipation notes, or other forms of indebtedness at such interest rate or rates as the governing board may determine appropriate.

(8) Appoint members to the Alachua County Library Board of Trustees as provided in section 5.

(9) Adopt an annual budget for the district and establish service levels which shall meet or exceed the operating standards established by Division of Library Services of the Department of State under authority contained in s. 257.15, Florida Statutes.

(10) Appropriate and convey revenue of the district to the Alachua County Library Board of Trustees for the operation and maintenance of library services and facilities. When so conveyed to the board of trustees, such revenues shall be deemed revenues of the board of trustees, to be expended by the trustees in accordance with the adopted budget and at their discretion pursuant to the powers granted under section 6, subject to limitations contained in section 4.

(11) Adopt a long-range facilities and development plan for the library district, to be known as the "Alachua County Long-Range Library Facilities and Development Plan."

(12) Exercise powers of eminent domain over private property pursuant to law, but only where such property will be used for a public purpose related to library services and facilities. This power of eminent domain shall not extend to property owned by any municipality.

(13) Provide for the management, administration, operation, supervision, oversight, and maintenance of all library facilities, and the services, programs, and functions thereof, for the benefit of the residents of the Alachua County Library District.

(14) Purchase, lease, or otherwise acquire real and personal property, and generally take all other actions regarding such property as may be necessary in the prudent management, operation, and maintenance of library district services and facilities. However, all property, real or personal, acquired by the Alachua County Library Board of Trustees, from whatever source or by whatever means, shall be deemed to be held in trust for the benefit of the residents of the district for library purposes. If the Legislature should ever rescind or dissolve, for whatever reason, all right, title, and interest of the trustees in all property then owned by the trustees, such right, title, and interest shall revert automatically to the

governing board, or its successor, to be held in trust for the benefit of the residents of the district for library purposes.

(15) Dispose of personal property as necessary for the prudent management, operation, and maintenance of library services and facilities.

(16) Provide for the employment of personnel and all matters relative thereto through the development of a personnel system structured to the operation and development of a library district in accordance with current Alachua County Personnel Regulations.

(17) Retain attorneys, accountants, architects, engineers, and other consultants and professionals, pursuant to applicable general law.

(18) Contract with any county, city, or other public body for the provision of library services within or outside the district, provided that library services outside the district shall not be subsidized by the ad valorem revenues of the district.

(19) Apply for and accept any grant of money or property from any governmental body or private organization and enter into contracts incidental thereto.

(20) Adopt rules for the regulation of its affairs and the conduct of its business and perform all other acts necessary to enable the governing board to properly carry out the purposes of this act.

Section 4. Use of tax revenues; supplemental appropriations and in-kind services.—Ad valorem tax revenue of the district shall be used for the following purposes only:

(1) Operation and maintenance expenses of library district services and facilities.

(2) Capital expenditures related to library district services and facilities.

(3) Servicing debt incurred pursuant to this act.

Notwithstanding any other provision of this act, any county or city may appropriate, and the Alachua County Library Board of Trustees may accept and expend, funds for library facilities, services, programs, and operations which are supplemental to ad valorem tax revenues otherwise collected pursuant to this act. Further, any county or city may provide to the board of trustees services and in-kind contributions of any nature whatsoever in support of library facilities, services, programs, and operations.

Section 5. Alachua County Library Board of Trustees; establishment and purpose; appointment of members, terms, removal, and vacancies; compensation; quorum, rules of procedure, and seal.—

(1) ESTABLISHMENT AND PURPOSE.—There is hereby established the Alachua County Library Board of Trustees, a public body corporate and politic, hereinafter referred to as the "board of trustees." The board of trustees shall be deemed a public instrumentality, and exercise by the trustees of the powers conferred by this act shall be deemed the performance of an essential public function.

(2) APPOINTMENT OF MEMBERS, TERMS, REMOVAL, AND VACANCIES.—The board of trustees shall consist of seven members appointed by the governing board, three of whom shall be selected from a group of five persons nominated by the Board of County Commissioners of Alachua County, three of whom shall be selected from a group of five persons nominated by the Gainesville City Commission, and one of whom shall be selected from a group of three persons nominated by the organization representing the other municipalities of Alachua County.

(a) Upon expiration of initial terms, all members shall serve terms of 3 years, except that each member shall continue to serve beyond his or her term until a successor is nominated and appointed in the same manner as provided for initial appointments, and the term of the successor shall be reduced by the amount of the predecessor's holdover. Nominations shall be submitted within 90 days after the expiration of a term. No member shall serve more than two full terms consecutively, or more than 8 consecutive years. No person employed by either Alachua County or the City of Gainesville shall serve on the board of trustees during the time of such employment. Further, no elected official of any county or municipality may serve on the board of trustees during the term of elected office.

(b) Any trustee may be removed by majority vote of the governing board for good cause affecting his or her ability to perform his or her duties as a member, or for misfeasance, malfeasance, or nonfeasance in office, but only after a hearing at which the trustee is given the right to present evidence in his or her own behalf and only upon a finding by majority vote of the governing board that good cause for removal affecting the member's ability to perform the duties as a member exists, or upon a finding that the member is guilty of misfeasance, malfeasance, or nonfeasance in office.

(c) Within 90 days after the occurrence or discovery of a vacancy on the board of trustees, by removal or otherwise, the Board of County Commissioners of Alachua County, the Gainesville City Commission, or the organization representing the other municipalities within the county, as appropriate, shall nominate a group of three persons from which an individual shall be selected to fill the vacancy, who shall be appointed by the governing board to serve during the unexpired portion of the term.

(d) If required nominations are not received by the governing board within the 90-day period specified in paragraph (a) or paragraph (c), the governing board shall be authorized to make the appointment or appointments, at its discretion, for which such nominations were required.

(3) COMPENSATION.—Trustees shall serve without compensation, except that they may be reimbursed for reasonable travel and per diem expenses incurred in the course of their duties and responsibilities as trustees, on behalf of the governing board or otherwise, in engaging in the business of the district. Any such reimbursement for travel or per diem expenses shall be in amounts authorized pursuant to s. 112.061, Florida Statutes.

(4) QUORUM, RULES OF PROCEDURE, AND SEAL.—A quorum shall consist of four members of the board of trustees, and official action shall be taken only upon majority vote of the trustees present and voting. The board of trustees shall adopt bylaws for election of officers and for the conduct of orderly proceedings and shall adopt a common seal for certification of its actions.

Section 6. Powers of the Alachua County Library Board of Trustees.—The board of trustees shall have the power to:

(1) Review annually the Alachua County Long-Range Library Facilities and Development Plan, and recommend amendments to the governing board.

(2) Develop and submit to the governing board an annual Library Services Level Plan.

(3) Develop and submit to the governing board for its approval an annual library budget, based on the Library Services Level Plan.

(4) Provide a recommendation to the governing board whenever a library director is to be selected, after first advertising for the position and conducting interviews, such recommendation to contain a list of three potential candidates from which the governing board may choose, and conduct an annual review and evaluation of the person occupying the position of library director, submitting an evaluation report to the governing board.

(5) In accordance with the policy of the district, receive gifts of money or property and submit the same with recommendations to the governing board for acceptance and direction as to the manner in which the governing board wishes such money or property to be utilized in providing library facilities, materials, or other library-oriented programs; spend money, grants, proceeds, or gifts; and administer any other form of property provided to the district by a gift, trust, deed, or will, pursuant to the direction provided by the governing board.

(6) Serve as agent for, and enter into contracts on behalf of, the governing board, but only to the extent expressly approved by the governing board.

(7) Adopt and implement rules, regulations, policies, and procedures, with the approval of the governing board, for the management, operation, and maintenance of library services and facilities in the district, including, but not limited to, lending policies, gift policies, and book selection policies.

(8) With approval of the governing board, set fees, fines, and other charges in connection with the operations and services of the Alachua County library system.

(9) Receive and expend moneys, sue and be sued, and generally perform all other acts necessary or incidental to the express powers and duties granted or imposed by this act or by any instrument of trust.

(10) Lease, grant, sell, or otherwise convey real property upon approval of the governing board.

Section 7. Duties of the Alachua County Library Board of Trustees.—

(1) Each member of the board of trustees, before entering upon his or her duties, shall take and subscribe to the oath or affirmation required by the State Constitution. A record of each oath shall be filed with the Department of State and with the Clerk of Alachua County.

(2) The board of trustees shall perform fully all duties prescribed by any trust instruments which may from time to time convey property to the trustees from the governing board or from other public or private persons or entities, but only to the extent that such trust instruments and the duties prescribed therein are not inconsistent with this act.

(3) The board of trustees shall be bound by all covenants securing any revenue bonds issued from time to time by the governing board.

Section 8. Support services.—

(1) The governing board shall arrange for the provision of budgeting, building and grounds maintenance, personnel, purchasing, and similar general government services to the library district.

(2) The Alachua County Attorney shall provide legal services to the library district.

(3) Accounting and treasury services for the board of trustees shall be provided in the same manner as such services are provided for the Alachua County General Fund.

(4) The audit of the library district's financial statements shall be performed as a part of the annual audit of Alachua County's financial statements.

Section 9. Entitlement of district residents to library services; enforcement; limitation on trustee liability.—

(1) ENTITLEMENT OF DISTRICT RESIDENTS TO LIBRARY SERVICES.—For as long as the governing board levies an ad valorem tax pursuant to section 3 for the operation and maintenance of library services and facilities, all residents of the district shall be entitled to use of the general library services and facilities without charge. However, nothing in this subsection shall be construed as prohibiting the board of trustees from imposing fines for delinquent library materials or establishing charges for library services and facilities which are specialized and of a type not typically used by the general public. Further, such entitlement shall cease and shall not apply if and when ad valorem tax revenues are used solely for servicing debt incurred in the acquisition or refinancing of capital projects.

(2) ENFORCEMENT.—Except as otherwise provided by the trust instrument, the provisions and requirements of any trust for which the board of trustees acts as trustee may be enforced only by the governing board.

(3) LIMITATION ON TRUSTEE LIABILITY.—Absent personal negligence, no member of the Alachua County Library Board of Trustees shall incur any personal liability for the tortious acts or violations of fiduciary duty of any employee of the board of trustees.

Section 10. Severability.—If any portion of this act is held invalid or unconstitutional by any court of law, all remaining portions of the act shall remain in full force and effect if, and only if, the intent of the Legislature can continue to be effected.

Section 11. Prohibition on taxing power; future referenda.—

(1) PROHIBITION ON TAXING POWER.—As long as the governing board levies the ad valorem tax authorized by this act, the Board of County Commissioners of Alachua County, the Gainesville City Commission, and all other taxing authorities in the Alachua County Library District are hereby prohibited from levying any tax for library facilities, services, or other library purposes, excluding the library facilities, services, and other library purposes of the school library system.

(2) REFERENDA ON AUTHORITY TO ISSUE BONDS, ETC.—In the event that the question as to the authority to issue bonds or other forms of indebtedness under subsection (5) of section 3 is not approved at a referendum held pursuant thereto, the governing board may, in its discretion, call subsequent referenda on such question as authorized by this act.

Section 12. Chapters 85-376 and 87-529, Laws of Florida, are repealed.

Section 13. This act shall take effect upon becoming a law.

Became a law without the Governor's approval May 28, 1998.

Filed in Office Secretary of State May 27, 1998.

CHAPTER 2003-375

House Bill No. 1485

An act relating to Alachua County; amending chapter 98-502, Laws of Florida; increasing the Alachua County Library District Governing Board from five to six members to add a School Board of Alachua County member; providing severability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 2 of chapter 98-502, Laws of Florida, is amended to read:

Section 2. Alachua County Library District; establishment; boundaries; governing board.—

(1) ESTABLISHMENT.—There is hereby created the Alachua County Library District, which is an independent special taxing district created for the purpose of providing the only library system services and facilities for all citizens of Alachua County, excluding the school library system, pursuant to this act.

(2) BOUNDARIES.—The Alachua County Library District shall be composed of all areas of Alachua County, Florida.

(3) GOVERNING BOARD.—The Governing Board of the Alachua County Library District, hereinafter referred to as the "governing board," shall be composed of three members of the Board of County Commissioners of Alachua County, to be selected by the board, ~~and~~ two members of the Gainesville City Commission, to be selected by the commission, and one member of the School Board of Alachua County to be selected by the school board, who, when acting together as the governing board, shall sit not as county or city commissioners or school board members, but as members of the governing board of the district.

Section 2. If any provision of this act or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act than can be given affect without the invalid provision of application, and to this end the provisions of this act are declared severable.

Section 3. This act shall take effect upon becoming a law.

Approved by the Governor July 16, 2003.

Filed in Office Secretary of State July 16, 2003.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

February 8, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Poverty Reduction Advisory Board: One appointment (Amended)

Amount
N/A

Description
Consider appointing one citizen to the position of 'Citizen 55 or older' on the Poverty Reduction Advisory Board.

Recommendation
Appoint one citizen to the Poverty Reduction Advisory Board as 'Citizen 55 or older', to a term ending January 2014

Alternative(s)
Continue to advertise the position.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

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

Documents Requiring Action
N/A

Executive Summary
There are five vacancies on the Poverty Reduction Advisory Board (PRAB), and three citizens have applied for one of the positions.

Background
The Poverty Reduction Advisory Board was created by resolution on August 27, 2002. Its purpose is to share information about potential resources, possible partnerships, joint ventures and collaborations with and among anti-poverty programs and agencies to promote efficiency, effectiveness and accountability; and to compile and distribute research to establish demographic and other data about the causes and impacts of poverty within the various communities within Alachua County. PRAB prepares and submits to the Board and the citizens of Alachua County a biennial report on "The State of Poverty in Alachua County". Citizen 55 or older – term ending January 2014: 1) Victor Perez, 2) Stephan Tuchman, 3) Sally K. Williams;

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: PerezV 55 or older.pdf
Attachment: TuchmanS 55 or older.pdf
Attachment: PRAB Attendance.pdf
Attachment: PRAB Membership.pdf
Attachment: PRAB Tally Sheet.pdf
Attachment: WilliamsS 55 or over.pdf

COMMITTEE: Poverty Reduction Advisory Board **02/08/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizen 55 or older – appoint one to a term ending January 2014:					
Victor Perez				✓	
Stephan Tuchman (currently serves on the CAPP board, attendance satisfactory)	✓				
Sally K. Williams		✓	✓		✓

Poverty Reduction Advisory Board STAFF: Caroline Schultz - (352) 264-6712 STAFF: John Skelly - (352) 264-6749				4 year terms Sunset date: 1/31/2013
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 8/26/2008 Previous member: Burgess, Commissioner Bonnie K - Other 7/23/2010 Category: Alachua League of Cities Representative		1/31/2024		County
VACANT Appt Date: 2/1/2006 Previous member: Odom, Cornelia 1/31/2010 Category: Citizen 55 or Older		1/31/2014		County
VACANT Appt Date: 12/11/2007 Previous member: Primack, Ms. Alice 1/31/2011 Category: Citizen with a disability		1/31/2015		County
VACANT Appt Date: 3/1/2007 Previous member: Selvester , Ms. Radha P - Resignation 4/28/2010 Category: Low Income Resident		1/31/2015		County
VACANT Appt Date: 12/11/2007 Previous member: LeBlanc, Ms. Joyce - Other 5/25/2010 Category: Representative - Faith-based Organization		1/31/2015		County
Larry E Little Appt Date: 2/23/2010 Previous member: Harris, LaShanta - Resignation Category: Alternate	3442 NW 22nd Drive Gainesville, 32605 (h)(352) 665-0415 (w)(352) 327-1422 llittle6@cox.net	1/31/2013	1	County
Randy M Wells Appt Date: 6/22/2010 Previous member: Donovan, Commissioner Jack - Other Category: City of Gainesville Commissioner	P.O. Box 490 Station 19 Gainesville, 32602 (h)(352) 318-9410 (w)(352) 334-5016 wellsrm@cityofgainesville.org	7/31/2024	1	County
Diane Dimperio Appt Date: 6/22/2010 Previous member: Exum, Peggy - Resignation Category: Representative - Alachua County Health Unit	2130 NW 51st ST Gainesville, FL 32605 (h)(352) 375-6714 (w)(352) 334-7900 diane_dimperio@doh.state.fl.us	7/31/2024	1	County
Amy K Butler Appt Date: 1/12/2010 Previous member: O'Brien , Elizabeth - Resignation Category: Representative - Department of Children and Families	1000 NE 16th Ave, Bldg J, Interoffice Box #3 Gainesville, 32038 (h)(386) 497-2650 (w)(352) 955-5014 amy_k_butler@dcf.state.fl.us	7/31/2024	1	County

K Richard Blount Appt Date: 12/12/2006 Previous member: Maxfield, Joan Category: Representative - FloridaWorks (formerly Alachua/Bradford Workforce Board)	401 SE 6th Terrace Gainesville, FL 32601 (h)(352) 278-8510 (w)(352) 382-9880 tanacabana@yahoo.com	7/31/2024	1	County
Jessica C Baker Appt Date: 2/23/2010 Previous member: Stacey, Randy - Removal for Attendance Category: Representative - Non-Profit Organization	PO Box 31 Evinston, FL 32633 (h)(352) 591-4631 (w)(352) 214-0339 jcb32633@gmail.com	1/31/2014	2	County
Steve Drago Appt Date: 2/1/2009 Previous member: Pate, Angela - Removal for Attendance Category: Representative - Non-Profit Organization	11625 NW 9th Lane Gainesville, FL 32606 (h)(352) 334-4060 (w)(352) 334-4060 ext: 123 sdrago@arcalachua.org	1/31/2013	1	County
Patricia E Fitzgerald Appt Date: 2/1/2009 Previous member: Cuevas, Mr. Jose - Removal for Attendance Category: Representative - Non-Profit Organization	1128 NW 91st Terrace Gainesville, FL 32606 (h)(352) 331-6990 (w)(352) 376-8821 ext: 231 patricia.fitzgerald2@va.gov	1/31/2013	1	County
Mary Ann Burg Appt Date: 1/27/2009 Previous member: Fussell , Paula - Resignation Category: Representative - University of Florida	9837 SW 67th Drive Gainesville, FL 32608 (h)(352) 371-0274 (w)(352) 392-9000 burg@ufl.edu	12/31/2024	1	County
Billie J Monroe Appt Date: 4/14/2009 Previous member: Hutchins, Dr. Paul - Resignation Category: Santa Fe College Representative	401 NW 6th Street Gainesville, 32601 (h)(352) 475-2303 (w)(352) 395-5264 billie.monroe@sfcollege.edu	12/31/2024	1	County
Eileen Roy Appt Date: 5/24/2005 Previous member: Category: School Board of Alachua County Representative	620 E University Avenue Gainesville, FL 32601 (w)(352) 955-7253 ext: 272 Roy@sbac.edu	4/30/2024	2	County
Report Date: 2/1/2011 @ 4:00 PM				

Poverty Reduction Advisory Board Staff Liaison: Caroline Schultz, John Skelly													
Member	Position	Mbr Start	Mbr End	11/18/2009 3:30 PM	1/27/2010 3:30 PM	3/24/2010 3:30 PM	5/26/2010 3:30 PM	7/28/2010 3:30 PM	9/22/2010 3:30 PM	11/17/2010 3:30 PM	1/26/2011 3:30 PM	Meetings Attended
Baker , Ms. Jessica C	Representative - Non-Profit Organization	2/23/2010	1/31/2014	P	P	P	PNQ	P	C	P	NR	6 of 6
Blount , Mr. K Richard	Representative - FloridaWorks (formerly Alachua/Bradford Workforce Board)	12/12/2006		P	P	A	ANQ	P	C	A	NR	3 of 6
Burg , Ms. Mary Ann	Representative - University of Florida	1/27/2009		A	P	A	ANQ	A	C	A	NR	1 of 6
Butler , Amy K	Representative - Department of Children and Families	1/12/2010		--	P	P	ANQ	P	C	P	NR	4 of 5
Dimperio, Ms. Diane	Representative - Alachua County Health Unit	6/22/2010	7/31/2024	--	--	--	--	P	C	A	NR	1 of 2
Donovan, Commissioner Jack	City of Gainesville Commissioner	8/1/2006	6/1/2010	P	P	P	ANQ	--	--	--	--	3 of 4
Drago , Steve	Representative - Non-Profit Organization	2/1/2009	1/31/2013	P	P	P	PNQ	P	C	A	NR	5 of 6
Exum, Peggy	Representative - Alachua County Health Unit	8/1/2006	5/21/2010	A	P	P	--	--	--	--	--	2 of 3
Fitzgerald , Patricia E	Representative - Non-Profit Organization	2/1/2009	1/31/2013	P	P	P	ANQ	P	C	P	NR	5 of 6
Little , Larry E	Alternate	2/23/2010	1/31/2013	--	--	P	PNQ	A	C	P	NR	3 of 4
Monroe , Billie J	Santa Fe College Representative	4/14/2009		P	P	P	PNQ	P	C	P	NR	6 of 6
Odom, Cornelia	Citizen 55 or Older	2/1/2006	1/31/2010	P	A	--	--	--	--	--	--	1 of 2
Primack, Ms. Alice	Citizen with a disability	12/11/2007	1/31/2011	P	P	A	PNQ	P	C	P	NR	5 of 6
Roy , Eileen	School Board of Alachua County Representative	5/24/2005		A	A	A	ANQ	A	C	P	NR	1 of 6
Selvester , Ms. Radha P	Low Income Resident	3/1/2007	4/28/2010	P	A	P	--	--	--	--	--	2 of 3
Wells , Randy M	City of Gainesville Commissioner	6/22/2010	7/31/2024	--	--	--	--	P	C	P	NR	2 of 2
[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 #:3208

Name of Advisory Board/Committee:
Poverty Reduction Advisory Board

Applying For:
Citizen 55 or Older

First Name:
Victor

Middle Initial:

Last Name:
Perez

Suffix:

Address:
3530 NW 42nd Terrace

City:
Gainesville

Zip Code:
32606

E-Mail Address:
radiokuva@yahoo.com

Home Phone:

Work Phone:
(352) 505-6656

Ext:

Occupation:
Media News Spanish Network

Place of Employment
Radio kuva, Inc.

Education:

College

Professional Organizations:

Owner Radio Kuva, and also National Radio.

Age (60 and over):

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

Hispanic

Are you a resident of Alachua County?

Yes

If yes, how long?

6

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:

Conduct and direct all programming for local Spanish Media at Radio Kuva, Inc. Belong to the University of Fla Journalists and Comunication Knight division, also, International center for Journalists, American Health care journalists, and American Spanish Journalist group.

Training or Experience Related to the Appointment:

Have recieved training for digital media recently in Washington, and done interviews with the public at both business owner levels and the public.

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

I Know many local business people that can help or contribute to the Alachua County poverty reduction programs. Also, I have computer business expertise that include strong knowledge of accounting, that can be utilized for developing of planing poverty reduction programs. Have been a computer analysts for many years.

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 #:3121

Name of Advisory Board/Committee:
Poverty Reduction Advisory Board

Applying For:
Citizen 55 or Older

First Name:
Stephan

Middle Initial:
A

Last Name:
Tuchman

Suffix:

Address:
6528 NW 50 LN

City:
Gainesville

Zip Code:
32653

E-Mail Address:
sat3@cox.net

Home Phone:
352-256-9189

Work Phone:

Ext:

Occupation:
Retired

Place of Employment

Education:
B.Sc.

Professional Organizations:
None currently

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?
11 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):
CAPP Advisory Board

Civic and Professional Accomplishments/Honors:
Consultant to Federal Bureau of Investigation with commendations from President Reagan and Director of FBI.

Training or Experience Related to the Appointment:
Budget Analysis and evaluation, human resources. Management of my medium sized businesses of 100+ employees.

What contributions do you feel you could make if you were selected for this board?
Help with analysis, decision-making and recommendation.

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 #:3268

Name of Advisory Board/Committee:
Poverty Reduction Advisory Board

Applying For:
Citizen 55 or Older

First Name:
Sally

Middle Initial:
K

Last Name:
Williams

Suffix:
Ph.D.

Address:
6620 SW 75th Street

City:
Gainesville

Zip Code:
32608

E-Mail Address:
skwdst@msn.com

Home Phone:
352-514-8164

Work Phone:
352-392-2993

Ext:

Occupation:
Associate Professor

Place of Employment
University of Florida

Education:

B.S. Science Educaion, Albany State University, Albany, GA; M.S. and Ph.D. University of Florida/IFAS; Business Marketing and Management Certificate, Santa Fe Community College

Professional Organizations:

Institute of Food Technologists, Poultry Science Association, American Meat Science Association, International Association of Food Protection, Minorities in Agriculture, Natural Resources and Related Sciences, Phi Kappi Phi Honor Society

Age (60 and over):

Yes

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

African-American

Are you a resident of Alachua County?

Yes

If yes, how long?

37 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:

Women Who Make A Difference in Gainesville Award, Advisor Award for UF Chapter of Minorities in Agricultrue, Natural Resources and Related Sciences, Women in Religion in the Gainesville Community

Training or Experience Related to the Appointment:

Worked with low income students and adults in afterschool education program. Participate in Gainesville community programs that involve feeding the homeless, senior citizen appreciation programs. Mentor middle-school girls from low income homes. Member of Alachua County Healthy Communities Initiative. Attended the 2010 Alachua County Food Security Summit.

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

Offer advice and seek opportunities for the development of community-based programs that will assist Alachua county citizens in reducing poverty through education, professional development and self-help programs.

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

February 8, 2011 Regular BoCC Meeting
Agenda Item #10

Title
Value Adjustment Board: Appointment of One Citizen (Amended)

Amount
N/A

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

Recommendation
Appoint one to the Alachua County Resident position on the Value Adjustment Board, to a term ending September 2011.

Alternative(s)
Continue to advertise the position.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet; membership roster; application

Documents Requiring Action
N/A

Executive Summary
There is one vacancy on this Board in the category of 'Alachua County Resident (must homestead property within Alachua County)', and one citizen has applied.

Background
The Value Adjustment Board (the "VAB") is an independent governmental agency created by Chapter 194 of the Florida Statutes to accept and process taxpayers' petitions contesting the value of real estate and personal property as assessed by the Property Appraiser's Office. Hearings are conducted by "Special Magistrates" appointed by the VAB to determine whether or not property is properly assessed. If not, then the VAB has the authority to make any necessary adjustment. On June 17, 2008, the Governor signed HB 909 into law. This law changed the composition of the Value Adjustment Board from three County Commissioners and two School Board members to two County Commissioners, one School Board member, one citizen appointed by the County Commission and one citizen appointed by the School Board. Alachua County Resident owning homestead property within Alachua County (appoint one to a term ending September 2011): 1) Cynthia Robinson (served 2 one-year terms, attendance satisfactory)

Issues
This position has been advertised since July 2010. Only one citizen has applied.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: VAB Membership.pdf
Attachment: VAB Tally Sheet.pdf
Attachment: RobinsonC with Resume.pdf

We have a new applicant as of yesterday. I would like to postpone this item until March 22 meeting. 10

COMMITTEE: Value Adjustment Board **02/08/2011**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizen (must own homestead property in Alachua County) – appoint one to a term ending September 2011					
~~Cynthia Robinson (served 2 terms, attendance satisfactory)~~					

withdrew 2/7/11

Value Adjustment Board STAFF: Deanne Williams				1 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 10/1/2010 Previous member: Cynthia Robinson - Continues to serve Category: Citizen (must own homestead property in Alachua County)	9920 NW 57th Place Gainesville, FL 32653 (h)(352) 372-6788 (w)(352) 215-2140 crobinson32653@yahoo.com	9/30/2011	2	County
Report Date: 1/18/2011 @ 3:33 PM				

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2296

Name of Advisory Board/Committee:
Value Adjustment Board

Applying For:
Resident

First Name:
Cynthia

Middle Initial:
R

Last Name:
Robinson

Suffix:

Address:
9910 NW 57th Place

City:
Gainesville

Zip Code:
32653

E-Mail Address:
crobinson32653@yahoo.com

Home Phone:
352-372-6788

Work Phone:
352-215-2140

Ext:

Occupation:
Property Management

Place of Employment
Davis Property Management

Education:

High School Graduate, lack 8 college credit for AA degree.

Professional Organizations:

Licensed Realtor/Voluntarily Inactive

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

38 years

If no, what county?

Are you currently serving on a board?

No

If yes, name of board(s):

Civic and Professional Accomplishments/Honors:

Past President/Treasurer of the Downtown Owners & Tenants Association, Completed Fair Housing Training.

Training or Experience Related to the Appointment:

Multi-family property management, low-income tax housing credit experience. Property Owner/past personal rental property in Alachua County.

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

I pride myself in being fair and impartial. I would enjoy serving in a volunteer capacity.

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

CYNTHIA R. ROBINSON

9910 NW 57th Place * Gainesville, FL 32653 * (352) 372-6788

BACKGROUND

An innovative, practical manager skilled in developing and operating all facets of property management and operations: accounts receivable/payable, marketing strategies, training staff and customer service personnel.

AREAS of EXPERTISE

*** Marketing/Leasing**	*** Training/Motivation**	*** Administrative Management**
*** Operations Management**	*** Policies/Procedures**	*** Contract Negotiations**
*** Financial Management**	*** Service Oriented**	*** Graphic Design**

WORK EXPERIENCE

September 2004 to Present

INVESTMENT MANAGER for DAVIS PROPERTY MANAGEMENT and DAVIS & SONS CONSTRUCTION in Newberry, Florida. Successfully manage and oversee a portfolio of 2,700 apartment units in the Southeastern U.S. generating an overall 95% occupancy. Provide day-to-day supervision and long-term strategic planning. Prepare budgets, review weekly summaries/monthly financials. Evaluate current market trends for both LIHTC and conventional communities to ascertain an effective position within a specific market. Developed result-oriented marketing that produced an 3% rental increase over a 3-month period. Instituted new leasing strategies to maximize closings. Initiated new resident-oriented service programs based on community needs for enhanced resident retention.

August 2001 to September 2004

PROPERTY MANAGER, THE PADDOCK CLUB for MID-AMERICA APARTMENT COMMUNITIES in Memphis, Tennessee. Managed a 264-unit residential property in Gainesville, Florida. Developed and led a successful cross-marketing program with local businesses and organizations leading to 98.7% economic occupancy. Effectively handled all vendor negotiations. Supervised tenant credit checks, move-in procedures, complaints, and evictions. Supervised leasing agents, housekeeping, maintenance, and on-site personnel. Awarded by MAAC: "Most Curb Appeal" and "Least Delinquencies" for 2001 among 400 other properties.

January 1999 to August 2001

SUPERVISOR of STUDENT PROPERTIES for DAVIS PROPERTY MANAGEMENT in Newberry, Florida. Prepared situational analysis in current marketing trends in student-oriented housing developments. Developed and led successful lease-up marketing plan for over 3200 units on seven properties in the Southeastern U.S. generating a 97 % occupancy. Negotiated and directed all advertising campaigns including broadcast, outside and print media. Marketing projects include targeted direct mail campaign in conjunction with Santa Fe Community College that captured an 8% rental increase over a 6-month period. Produce all promotional and point of sale materials including newsletters, brochures, informational pamphlets, posters and flyers.

January 1997 to January 1999

DIRECTOR OF MARKETING and SALES for McGURN INVESTMENT COMPANY in Gainesville, Florida. Developed current marketing plan for various company projects: Union Street Station, Sun Center, San Sebastian Marina, World Golf Village and Downtown Athletic Club. Coordinated activities and special events designed to create positive social and economic impact in the community. Created menus, selected themes, decorations, floral arrangements and entertainment.

September 1992 to January 1997

DIRECTOR OF MARKETING for SCHEEL INVESTMENTS, INC. in Gainesville, Florida. Originator of proven creative advertising and marketing concepts for all (5) HARRY'S SEAFOOD BAR & GRILLES in North Central Florida. Directed profitable seminars leading to improved customer relations and increased sales. Trained and motivated over 15 Managers and 250 wait staff members in a fast paced environment through employee incentive contests, giveaways and awards. Developed and led a successful campaign directed at securing the Motor Coach and Tour Bus segment of the restaurant market resulting in a 10% increase in revenue from an untapped niche

market.

PROFESSIONAL AFFILIATIONS

Department of Business and Professional Regulation, Licensed Realtor, 1999-Present
Licensed Notary Public, State of Florida, 2001
Gainesville Downtown Owner & Tenants Association, President, Treasurer, 1997-2000
City of Gainesville's and Alachua County Tourism Task Force, Board Member, 1998

REFERENCES

David J. Stockman, Director of Real Estate
Stockman & Co.
20725 S.W. 46th Avenue
Newberry, FL 32669
352) 472-7773 Office
352) 895-8853 Mobile

Sharon M. Puckett, Secretary/Treasurer
Davis Property Management, Inc
20721 SW 46th Avenue
Newberry, FL 32669
352) 472-3952

Pedro Vermales, Sr. Vice President
Pinnacle
2600 Lake Lucien Drive
Maitland, FL 32751
407) 949-0838

Ed Crapo, Property Appraiser
Alachua County Property Appraiser's Office
12 S. E. 1st Street
Gainesville, Florida 32601
352) 338-3204

Ken and Linda McGurn
McGurn Investment Company
101 S.E. 2nd Place
Gainesville, FL 32601
352) 372-6172

February 8, 2011 Regular BoCC Meeting
Agenda Item #11

Title
Veteran Services Advisory Board: Appointment of Two Citizens (Amended)

Amount
N/A

Description
Consider the appointment of two citizens to the Veteran Services Advisory Board, one as a Citizen-at-large (Veteran) and one as a Viet Nam Veteran.

Recommendation
Appoint two citizens to the Veteran Services Advisory Board, one as a Citizen-at-large (Veteran) to a partial term ending August 2011, then a full (2-year) term ending August 2013, and one as a Viet Nam Veteran, to a term ending August 2013.

Alternative(s)
Continue to advertise the vacancies.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, membership, attendance report, applications.

Documents Requiring Action
N/A

Executive Summary
The Veteran Services Advisory Board has two vacancies, and 4 citizens have applied for the positions.

Background
The Veteran Services Advisory Board was created by Resolution in 1983. The Veteran Services Advisory Board, comprised of 15 members plus one alternate member, engages in an annual review of the Veterans Service Office and assists and advises on future policies. Members serve four-year terms. Viet Nam Veteran – appoint one to a partial term ending August 2011, then a full (2-year) term ending August 2013: 1) Larry Hinton 2) Richard Hudgens 3) James Mash (lives in Gilchrist County, works in Alachua County); Citizen-at-large (Veteran) – appoint one to a term ending August 2013: 1) Larry Hinton 2) Richard Hudgens 3) James Mash 4) Frank M. Murphy

Issues
Term lengths were changed from two to four years by a resolution adopted at the September 14, 2010 Regular meeting of the BoCC. In order to allow staggering of terms so that in the future no more than four positions will expire in a given year, some of today's appointments will be to terms of less than four years.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: MurphyF Korean War Vet.pdf
Attachment: Vet Svcs Tally Sheet2.pdf
Attachment: Vet Svcs Attendance.pdf
Attachment: Vet Svcs Membership.pdf
Attachment: HintonL Viet Nam Vet.pdf
Attachment: HudgensR Viet Nam Vet.pdf
Attachment: MashJ Viet Nam Vet with resume.pdf

COMMITTEE: Veteran Services Advisory Board **02/08/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Viet Nam Veteran – appoint one to a partial term ending August 2011, then a full (2-year) term ending August 2013:					
Larry L. Hinton					
Richard Hudgens (served in this position from 9/1/2003 – 8/31/2009)	✓	✓	✓	✓	✓
~~James W. Mash (lives in Gilchrist County, works in Alachua County)~~ (withdrew)					
Citizen-at-Large (Veteran) – appoint one to a term ending August 2013:					
Frank M. Murphy					✓
Larry L. Hinton	✓	✓	✓	✓	
~~Richard Hudgens (served~~ from 9/1/2003 – 8/31/2009)					
~~James W. Mash (lives in Gilchrist County, works in Alachua County)~~ (withdrew)					

Veteran Services Advisory Board STAFF: Brent Waible - (352) 264-6761				2 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 9/28/2010 Previous member: Newman , Phillip O - Resignation 1/10/2011 Category: Citizen-at-Large (Veteran)		8/31/2013		County
VACANT Appt Date: 9/22/2009 Previous member: Deakins , Mr. John P - Resignation 12/27/2010 Category: Veteran, Vietnam		8/31/2011		County
Edward Van Buren Appt Date: 2/9/2010 Previous member: Hunt , Daniel B - Resignation Category: Alternate	2686 NW 138th Terrace Gainesville, 32606 (h)(352) 562-9961 (w)(352) 562-9961 eddieptcruiser@yahoo.com	8/31/2011	1	County
Peter Sabo Appt Date: 9/28/2010 Previous member: Category: American Legion Representative	829 NW 124th Drive Newberry, FL 32669 (h)(352) 332-4608 Repeats18@msn.com	8/31/2012	4	County
Donald Sherry Appt Date: 9/28/2010 Previous member: Williams , Mr. Gregory Category: Citizen-at-Large (Veteran)	9511 SW 56th Place Gainesville, FL 32608 (h)(352) 375-8355 dpskwva@yahoo.com	8/31/2012	4	County
John Gebhardt Appt Date: 9/22/2009 Previous member: Lewis, Mr. Ronald - Term Expired Category: Citizen-at-Large (Veteran)	2920 NW 30th Terr Gainesville, Fl 32605 john.gebhardt@sfcollege.edu	8/31/2011	4	County
James W Lynch Appt Date: 9/28/2010 Previous member: Lester, Mr. Richard - Other Category: Citizen-at-Large (Veteran)	3415 NW 46th Place Gainesville, 32605 (h)(325) 372-3915 (w)372-3915 jim_carrie_lynch@yahoo.com	8/31/2014	1	County
Will G May Jr. Appt Date: 9/22/2009 Previous member: Tanner, Doug Category: Citizen-at-Large (Veteran)	8418 SW 152nd Avenue Archer, FL 32618-446 (h)(352) 495-8035 (w)(352) 384-3101 wgmay@me.com	8/31/2011	1	County
Luz M Tipton Appt Date: 10/1/2010 Previous member: Wiest, Mr. William Category: Disabled American Veterans Representative	PO Box 142863 Gainesville, FL 32614 (w)(352) 376-1611 ext: 5263 lzmamnoz@yahoo.com	8/31/2013	2	County
Bob Gasche Appt Date: 9/28/2010 Previous member: Category: Marine Corps League Representative	1111 NW 25th Terr Gainesville, Fl 32605 bobmcl@gru.net	8/31/2013	6	County

James C Gleason Appt Date: 9/28/2010 Previous member: Category: Military Officers Association of America Representative	2126 SW 106th St Gainesville, 32607 (h)(352) 333-8974 (w)(352) 222-9322 gleason6@cox.net	8/31/2015	1	BoCC
VACANT Appt Date: 9/1/2010 Previous member: Nicklous J Ross - Continues to serve Category: VA Medical Center Representative	10315 NW 13th Lane Gainesville, FL 32606 (h)(352) 331-7958 (w)(352) 376-1611 Nicklous.Ross@VA.gov	8/31/2012	1	County
Terry Martin-Back Appt Date: 9/28/2010 Previous member: Jenkins, Mr. Walter Category: Veteran, Gulf War	10930 NW 9th Place Gainesville, FL 32606 (h)(352) 332-6842 (w)(352) 870-6842 terry@martinback.com	8/31/2012	3	County
Leland A Hill Appt Date: 9/28/2010 Previous member: Bishop , Jesse - Removal for Attendance Category: Veteran, Iraqi Freedom or Enduring Freedom	2534 NW 33rd Street Gainesville, 32605 (h)(352) 870-7803 (w)(352) 395-5506 Leland1812@gmail.com	8/31/2014	1	County
Richard E Davis Appt Date: 9/28/2010 Previous member: Sherry , Donald Category: Veteran, Korean War	2205 NW 19th Lane Gainesville, FL 32605 (h)(352) 378-5560 mgadick@aol.com	8/31/2014	2	County
Richard Lester Appt Date: 9/28/2010 Previous member: Newman , Phillip O Category: VFW Representative	14527 NW 59th Drive Gainesville, FL 32653 (h)(386) 462-1192 richardlester@gru.net	8/31/2012	4	County
Report Date: 1/18/2011 @ 3:31 PM				

Veteran Services Advisory Board
Staff Liaison: Brent Waible

Member	Position	Mbr Start	Mbr End	7/12/2010 5:30 PM	8/9/2010 5:30 PM	9/13/2010 5:30 PM	10/11/2010 5:30 PM	11/8/2010 5:30 PM	12/13/2010 5:30 PM	1/10/2011 5:30 PM	Meetings Attended
Bishop , Jesse	Veteran, Iraqi Freedom or Enduring Freedom	9/1/2008	8/4/2010	A	--	--	--	--	--	--	0 of 1
Davis, Mr. Richard E	Veteran, Korean War	9/28/2010	8/31/2014	P	P	P	P	P	A	NR	5 of 6
Deakins , Mr. John P	Veteran, Vietnam	9/22/2009	12/27/2010	P	A	P	P	P	A	--	4 of 6
Gasche , Mr. Bob	Marine Corps League Representative	9/28/2010	8/31/2013	P	P	A	P	P	A	NR	4 of 6
Gebhardt , Mr. John	Citizen-at-Large (Veteran)	9/22/2009	8/31/2011	A	P	P	P	P	P	NR	5 of 6
Gleason , James C	Military Officers Association of America Representative	9/28/2010	8/31/2011	--	--	--	P	P	P	NR	3 of 3
Hill , Leland A	Veteran, Iraqi Freedom or Enduring Freedom	9/28/2010	8/31/2014	--	--	--	P	P	P	NR	3 of 3
Lester, Mr. Richard	VFW Representative	9/28/2010	8/31/2012	P	P	P	P	P	P	NR	6 of 6
Lynch , James W	Citizen-at-Large (Veteran)	9/28/2010	8/31/2011	--	--	--	P	P	A	NR	2 of 3
Martin-Back, Terry	Veteran, Gulf War	9/28/2010	8/31/2012	P	P	A	P	P	P	NR	5 of 6
May Jr., Mr. Will G	Citizen-at-Large (Veteran)	9/22/2009	8/31/2011	A	P	P	A	P	P	NR	4 of 6
Newman , Phillip O	Citizen-at-Large (Veteran)	9/28/2010	1/10/2011	P	P	P	P	P	A	NR	5 of 6
Ross, Nicklous J - Continues to serve	VA Medical Center Representative	9/1/2010	8/31/2012	A	A	P	P	P	P	NR	4 of 6
Sabo, Peter	American Legion Representative	9/28/2010	8/31/2012	P	P	P	P	P	P	NR	6 of 6
Sherry , Donald	Citizen-at-Large (Veteran)	9/28/2010	8/31/2012	P	P	P	P	P	P	NR	6 of 6
Tipton , Ms. Luz M	Disabled American Veterans Representative	10/1/2010	8/31/2013	P	A	P	P	P	P	NR	5 of 6
Van Buren , Edward	Alternate	2/9/2010	8/31/2011	P	P	P	P	P	A	NR	5 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 #:3037

Name of Advisory Board/Committee:
Veteran Services Advisory Board

Applying For:
Citizen-at-Large (Veteran)

First Name:
Larry

Middle Initial:
L

Last Name:
Hinton

Suffix:
Mr.

Address:
10302 SW 41st Place

City:
Gainesville FL

Zip Code:
32608

E-Mail Address:
hintons@bellsouth.net

Home Phone:
(352) 373-4542

Work Phone:

Ext:

Occupation:
retired educator and business owner/operator

Place of Employment
Illinois

Education:

BS from Univ of Illinois and MS from Eastern IL Univ

Professional Organizations:

Life member AMVETS post 88 - Life member DAV chapter 90 in Gainesville FL

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?

11 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:

member of the board of Trustees (4) years at Richland Community College in Decatur IL former Director of Counseling at Lewis Clark Community College in Godfrey IL elected to the State of Illinois Basketball Hall of Fame

Training or Experience Related to the Appointment:

attended many conferences and workshops while working in the community college system of Illinois. I was responsible for working with all veterans at both colleges.

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

I can relate well to the needs of local vets--since I am a Purple Heart Viet Nam Veteran and have worked with veterans in the past. For the past 7 years, I volunteered at the local VA Hospital Pharmacy and presently volunteer in same-day surgery 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 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 CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE VETERANS

Board Position (type of position/category): VIETNAM VETERAN

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: RICHARD C. HUDGENS, SR.

ADDRESS: 3915 S.W 78TH STREET CITY: GAINESVILLE ZIP CODE: 32608

E-MAIL ADDRESS: agentclovis@yahoo.com TELEPHONE: HOME: (352) 335-1835 OFFICE:

OCCUPATION: UNEMPLOYED PLACE OF EMPLOYMENT: —

EDUCATION: B.A. (U.F. — 1973) 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? 29 YEARS If no, what county? —

Are you currently serving on a board?

No ☒ ~~Yes~~ ☐ Name of board(s): —

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

RETIRED FROM U.S. DEPT. OF VETERANS AFFAIRS (30 YEARS)
COUNSELOR, A.C. VETERANS SERVICES (2 1/3 YEARS, 2006–2009)

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

MACV II CORPS HQ G-3, PLEIKU, VIETNAM (1-8-1968 TO 2-18-1969)
(PREVIOUSLY SERVED TEN YEARS ON A.C. VETERANS A.B., 9/1999 TO 9/2009)

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

KNOWLEDGE

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 ☐ JANUARY 10TH, 2011 (DATE) Richard C Hudgens SR (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 ☐ JANUARY 10TH, 2011 (DATE) Richard C Hudgens SR (SIGNATURE)

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3304

Name of Advisory Board/Committee:
Veteran Services Advisory Board

Applying For:
Veteran, Vietnam

First Name:
James

Middle Initial:
W

Last Name:
Mash

Suffix:
III

Address:
513 NE 7th Ave

City:
Trenton

Zip Code:
32693

E-Mail Address:
jmash@floridaworksonline.com

Home Phone:
(352) 507-2959

Work Phone:
(352) 244-5102

Ext:

Occupation:
Veterans Employment Rep

Place of Employment
State of Florida FloridaWorks

Education:

AS Degree in Computer Information

Professional Organizations:

Age (60 and over):

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

White

Are you a resident of Alachua County?

No

If yes, how long?

If no, what county?

Gilchrist

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 a current member of the following veterans service organizations in Alachua County,American Legion, Veterans of Foreign Wars, Disabled American Veterans, Korean War Veterans and the Marine Corps League.

Training or Experience Related to the Appointment:

I have worked with Alachua County veterans for the past eight years in their employment and benefit needs.

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

I can assist with employment information and career fairs to assist veterans in this community. I can provide information to assist homeless veterans and other social needs.

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

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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

James W. Mash
513 NE 7th Ave
Trenton, FL 32693
(352) 463-7623 Home
jameswmash@bellsouth.net

WORK EXPERIENCE:

Agency for Workforce Innovation, FloridaWorks Career One Stop March 2006 – Present
Employment Security Representative II (Local Veteran Employment Representative)

- Provide one on one customer service to veterans by outlining and explaining benefits available to them using the telephone, mail, e-mail or in person
- Provide functional oversight and training of all workforce partners ensuring they are providing services to veterans
- Review on a quarterly basis all registrations of veterans in this region to ensure information into the state data banks are complete and accurate
- Perform case management for veterans who have significant barriers to employment (5 per month)
- On behalf of veterans, advocate for employment and training opportunities, plan and participate in Job Fairs
- Provide information on local education and training services and providers
- Establish, and facilitate regular contact with employers (30 per Month) to develop employment opportunities
- Develop employer-marketing plans for the one-stop career center
- Conduct job search workshops for veterans once a month
- Provide job development and job referrals to qualified veterans (150 per month)
- Give career and vocational guidance to newly registered veteran (60 per month)
- Provide referrals to training and supportive services (100 per month)
- Supply labor market information (LMI), utilizing the Florida Research and Economic Database
- Design marketing flyers and brochures for the Veteran's Program

Santa Fe Community College, Gainesville, FL August 2002 – July 2005
Administrative Assistant / VA Educational Counselor

- Customer service representative to veterans and school officials
- Provided veterans with educational and vocational rehabilitation services counseling
- Maintained program standards for state and federal audits
- Reviewed all outgoing educational and rehabilitation paperwork for accuracy
- Worked with various departments to resolve problems veterans encountered while attending classes
- Maintained office file and electronic record system

- Worked with Federal and State Veterans organizations throughout the state to assist veterans obtain additional veterans benefits
- Supervised and trained six office personnel

Lockheed Martin, Horseshoe Beach, FL August 1993 – December 2001
Quality Control ES&H Specialist (7/2000 – 12/2001)

- Provided customer service to the Air Force and company officials by assisting in inspections and being the point person for all non employee visits
- Provided employees with an environmentally safe and hazard free workplace by enforcing OSHA and Air Force environmental safety and health regulations
- Performed technical inspections on all equipment
- Ensured company maintained compliance with Performance Work Statement contractual requirements.
- Prepared and submitted equipment and activity inspection reports to the Program Management Office
- Performed and prepared up to thirty employee proficiency evaluations

Electronics Technician III (8/1993 –7/2000)

- Installed and maintained all site computer systems used for telemetry and administrative functions.
- Installed and upgraded software as needed for telemetry computers
- Installed and maintained peripheral equipment
- Performed all major computer upgrades
- Maintained and repaired the company local area network

MILITARY SERVICE:
Florida Army National Guard, Perry, FL August 1989 - March 1996
Communication Security Equipment Repairman, E-6

- Responsible for all management functions in electronic repair shop
- Repaired electronic equipment
- Maintained repair part inventories and accountability in a combat zone

US Marine Corps, Camp Lejeune, NC November 1972 - March 1988
Communication Electronics Maintenance Chief, E-7

- Responsible for all management functions in electronic repair shop
- Provided and conducted technical training for maintenance support personnel
- Installed and maintained all communications electronic equipment

EDUCATION AND PROFESSIONAL TRAINING:

- AS Degree in Computer Information Technology (December 2004)
- Comp TIA A+ Certified (July 2004)

- Florida Certified Workforce Professional 1 (June 2006)
- Labor & Employment Specialist (August 2007)
- Department of Labor USERRA (April 2008)
- Proficient using Microsoft Word, Excel, Access, and PowerPoint software

received 8-18-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE ALACHUA COUNTY VETERANS ADVISORY BOARD

Board Position (type of position/category): _____

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:
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PO Box 2877
Gainesville, FL 32602-2877

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

NAME: FRANK M MURPHY

ADDRESS: P O BOX 357292 CITY: GAINESVILLE ZIP CODE: 357292

E-MAIL ADDRESS: emmbis@att.net TELEPHONE: HOME: CEL 352 538 6999 OFFICE: 352 373 6996

OCCUPATION: BUILDING CONSULTANT PLACE OF EMPLOYMENT: RESIDENCE

EDUCATION: UNIV MIAMI 2 YR PROFESSIONAL ORGANIZATIONS: KWVA, LIFE MBR, VFW, LIFE MBR, AMER LEGION

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 X Other___ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? 1978 If no, what county?_____

Are you currently serving on a board?

No ☒ Yes ☐ Name of board(s): KWVA, 1ST V.P.

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

VP FL ASSOC BLDG INSP (FORMAL)
1ST VP KWVA
FOUNDER 1ST REMODELERS CONTRACTORS ASSOC IN CENTRAL FL.

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

FORMERLY PRES. S.W. Rotary Club Miami, & MANY OTHER SIMILAR POSITIONS

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

PUT FORTH Veterans CONCERNS IN COMMUNITY, PROMOTE AWARENESS OF Veterans Needs and represent their interests

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 ☒ 8-9-10 DATE Frank M Murphy 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 ☐ 8-9-10 DATE Frank M Murphy SIGNATURE

Rev. 10/2008

February 8, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Fairgrounds: Request for letters of interest from potential private sector interests to partner with the County to develop its new Fairgrounds and redevlop the existing Fairgrounds 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 April 1, 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 feasibility establishing a private-public-partnership to develop the new Fairgrounds as an alternative to financing the project with general tax revenue. 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 Redevelopment 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 redevelopment 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 redevelopment 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

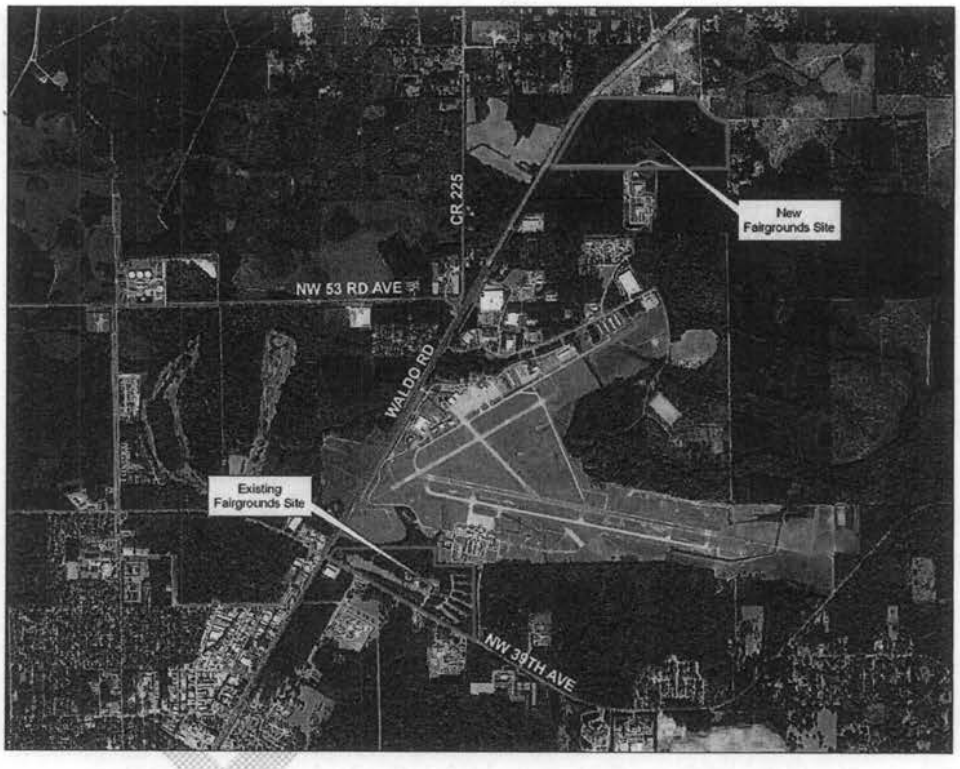
Funding Sources
N/A

Account Code(s)
N/A

Attachment: Fairgrounds Public Private powerpt.pptx
Attachment: Fairgrounds 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 and the redevelopment of the existing County Fairgrounds site into a Business/Commerce Park.

Purpose and Executive Summary

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.

DRAFT

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 committed 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/History

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 redevelop 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.

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 ± 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.

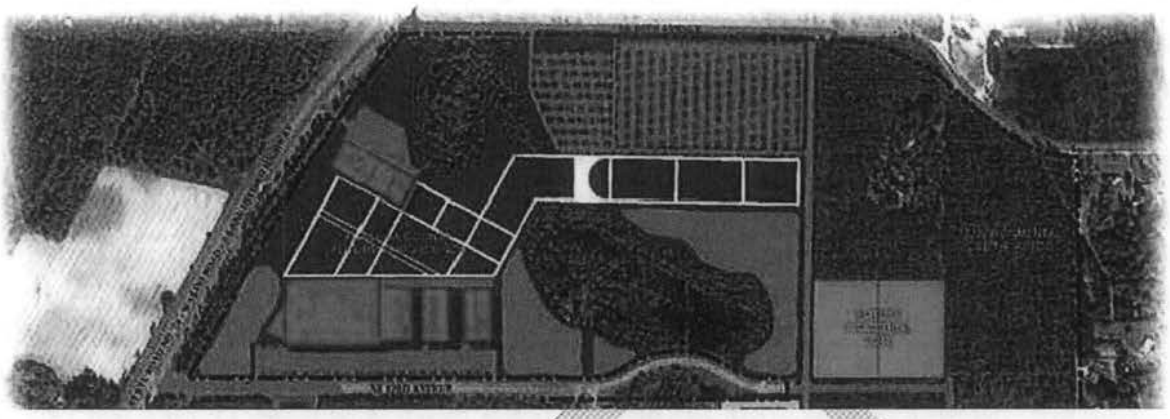


Figure 1 New Alachua County Fairgrounds Master Plan

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.

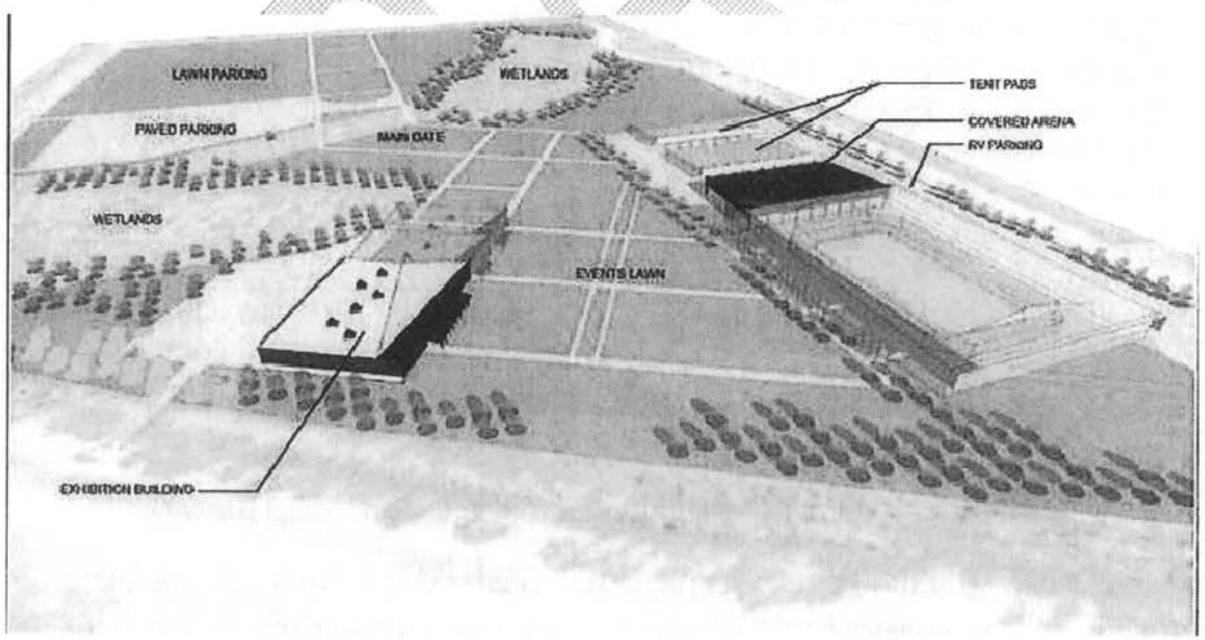


Figure 2 New Alachua County Fairgrounds Master Plan - Phase I

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 $22,310,000. The approximately $10,000,000 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: 46,000-50,000 gsf = $8,500,000
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: $19,110,000
Contingency: $1,900,000
Architectural Fees and Related Soft Costs: $1,300,000

Order of Magnitude Projected Cost: $22,310,000

Alachua County would like to complete the final design work on the new Fairgrounds and be prepared to commence construction during the first half of calendar year 2012. This will include the final development plan for the entire site and final architectural designs and plans for the vertical development included in Phase I as described above.

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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.

In order to facilitate the redevelopment of this site, the City of Gainesville recently changed 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.

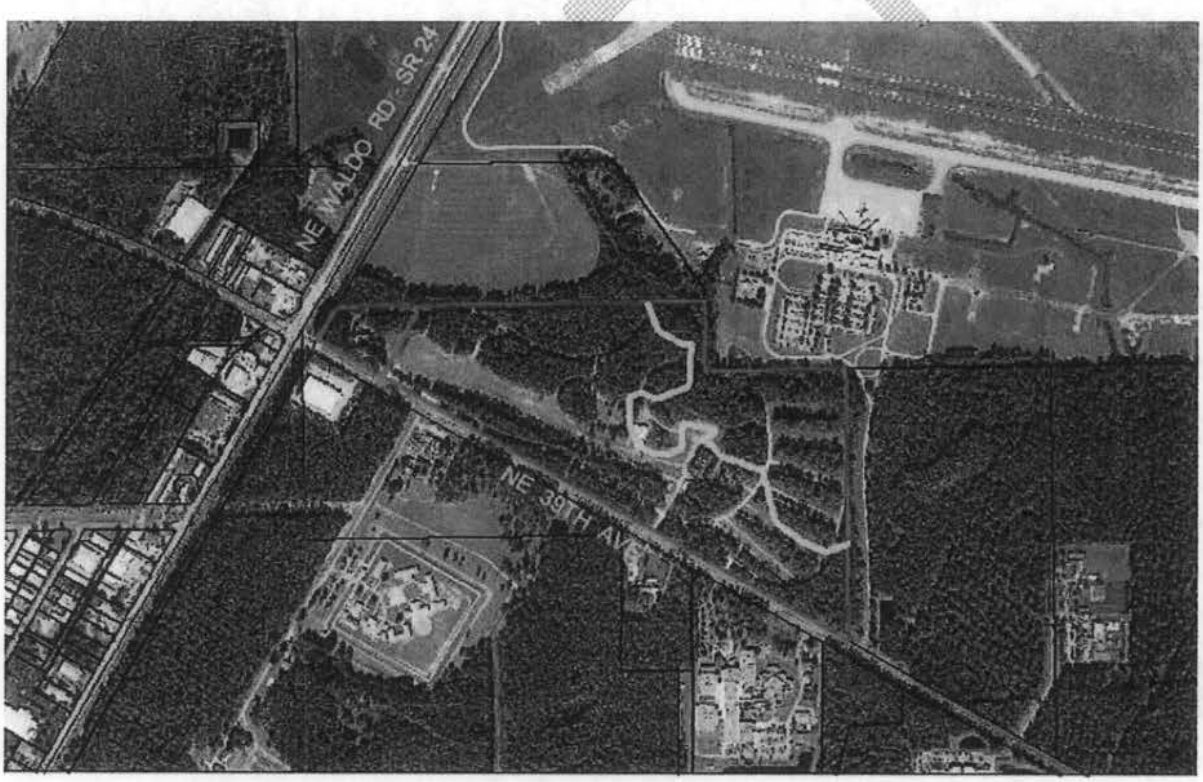


Figure 3. Existing Alachua County Fairgrounds Property

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.

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

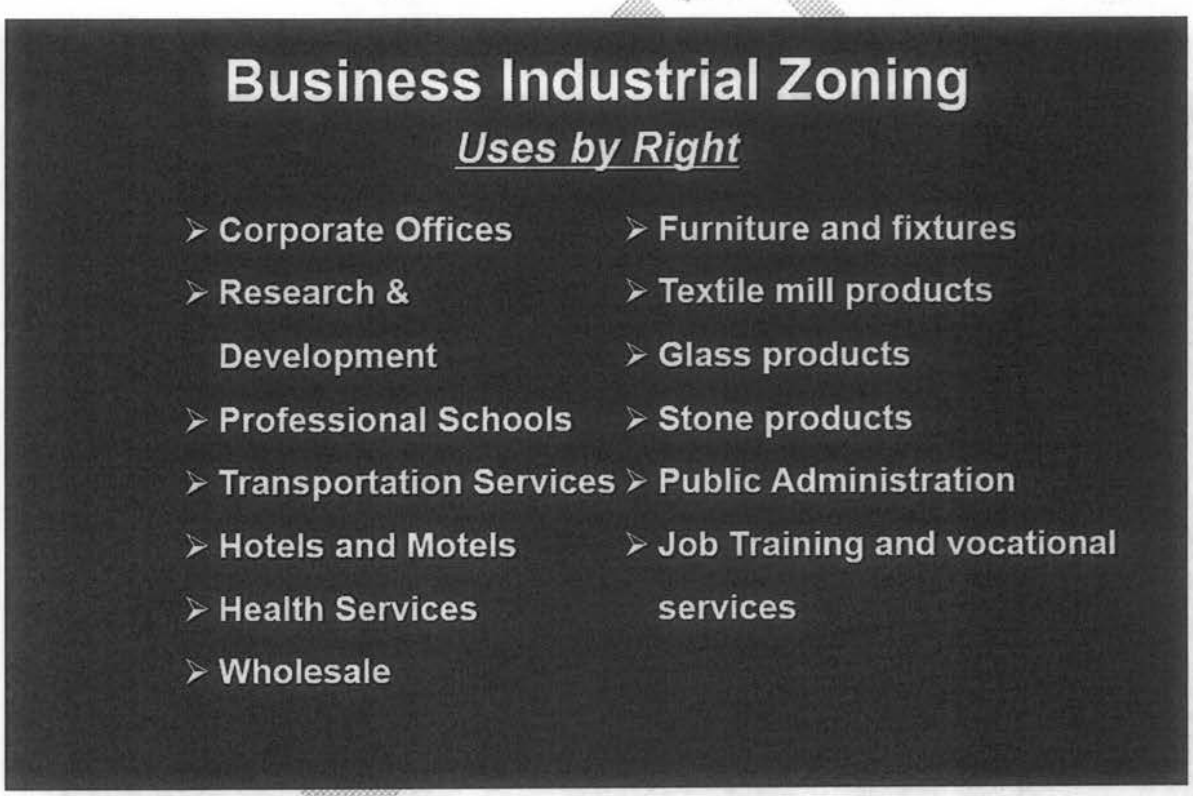


Figure 4. Representative Uses Allowed in Business Industrial (BI) Zoning

Financing and Partnership Opportunities

Alachua County has appropriated sufficient funds in the Capital Improvements account of its budget to pay for final engineering and site design, and, in addition, is expecting to accrue $450,000-$475,000 in each of the next three years from the

proceeds of the new Tourist Development Tax which will be dedicated to the new Fairgrounds project.

After year three, the Tourist Development Tax dedicated to the development of the new Fairgrounds is expected to provide $650,000-$675,000 annually, which could serve as debt service for a capital improvements bond issue of $8,000,000-$10,000,000 for a twenty-five year period. The County does have sufficient bonding capacity to finance the remaining $10,000,000-$12,000,000 necessary to develop the new Fairgrounds. Rather than using general tax revenues to provide debt service for this additional financing, however, the County has decided to seek alternatives, such as entering into a private-public-partnership to assist in the financing and development of the Fairgrounds.

The County recognizes that a typical public-private-partnership arrangement, such as "design-build-finance-operate-maintain" or "build-own-operate-transfer" or even total privatization, would have limited application to this project because of the relative lack of repayment source other than general taxes. The potential for operating revenues to provide a positive and significant return on investment is low, primarily because of the nature of the many County sponsored community-based events that will utilize the Fairgrounds. For this reason, the County is soliciting creative ideas from the private sector to complete this project, while facilitating the redevelopment of the existing Fairgrounds site.

Redevelopment of the existing Fairgrounds property is an extremely high priority which, however, cannot be pursued until the new Fairgrounds is constructed. This relationship between the two properties provides the County with the opportunity to determine if allowing a private sector partner the ability to have primary interest in the development of the commerce center on that site would provide sufficient inducement to invest in the development of the new Fairgrounds. There are several models that could provide a financial incentive for a private entity such as the County providing the property to the developer in consideration of a long-term, low-cost land lease.

Other incentives may be available to developers of the existing Fairgrounds site adjacent to the airport. For example, the site has recently been added to the City of Gainesville's Community Redevelopment Area, and development on the site may

be eligible for tax credits and other financial incentives. Also, the City of Gainesville and the County both participate in the State of Florida's Qualified Targeted Industry program. New businesses or expanding businesses that bring new jobs and meet the criteria for QTI participation may be eligible for tax credits.

Requested Letters of Interest—Response Requested by March 15, 2011

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 committed 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.

Respondents are asked to include the following information:

- Name of company or companies providing response
- Name of person submitting response, and contact information
- Brief description of company experience financing and/or developing Fairgrounds or similar projects
- Brief description of company experience in redevelopment projects

Respondents are asked to as creative as possible although it would instructive to the County if the letters of response address the following questions:

What cost-sharing opportunities from the private sector are there for the construction of the new Fairgrounds?

What factors should the County consider for conveying the long-term development rights of the existing Fairgrounds site in order to provide sufficient incentive to assist in the construction of the new Fairgrounds?

What other incentives would have to be considered in order to forge the partnership that would achieve the dual goals stated in the text above?

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Respondents are requested to submit letters of interest, to be received by the County by March 15, 2011, addressed to:

Richard Drummond, Assistant County Manager

Alachua County Government

P.O. Box 2877

Gainesville, FL 32602-2877

If prospective respondents have any questions, please contact Mr. Drummond at 352 374-5204, or rdrummond@alachuacounty.us.

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APPENDIX

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Enterprize Zone

The Enterprise Zone is an area that has been targeted for economic revitalization by the State of Florida. The program offers financial incentives to businesses and property owners to encourage private investment and increase employment opportunities for the area's residents.

Enterprise Zone Incentives

1. **Are you/have constructing/renovating/rehabilitating property within the Enterprise Zone? (You must have over $8600 in materials expenses)**

50% discount on development fees (excluding building permits) (Local Incentive)
Building Materials Sales Tax Refund (State Incentive)
Sales Tax Exemption for Electrical Energy (State and Local Incentive)

2. Are you a business located within the Enterprise Zone?

50% discount on Business Tax (Local Incentive)

3. Are you purchasing significant equipment for your business? (Each unit must be over $5000)

Business Equipment Sales Tax Refund (State Incentive)

4. Is your business creating new full-time jobs? (Full-time is an average of 36 hours/week)

a. Do the new employees reside in an Enterprise Zone or are they Welfare Transition Program Participants?

Jobs Tax Credit (Sales Tax) (State Incentive)
Or Jobs Tax Credit (Corporate Income Tax) (State Incentive)

b. Are you creating more than 5 new full-time jobs?

Property Tax Credit (State Incentive)

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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,

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		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	

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	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.

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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)

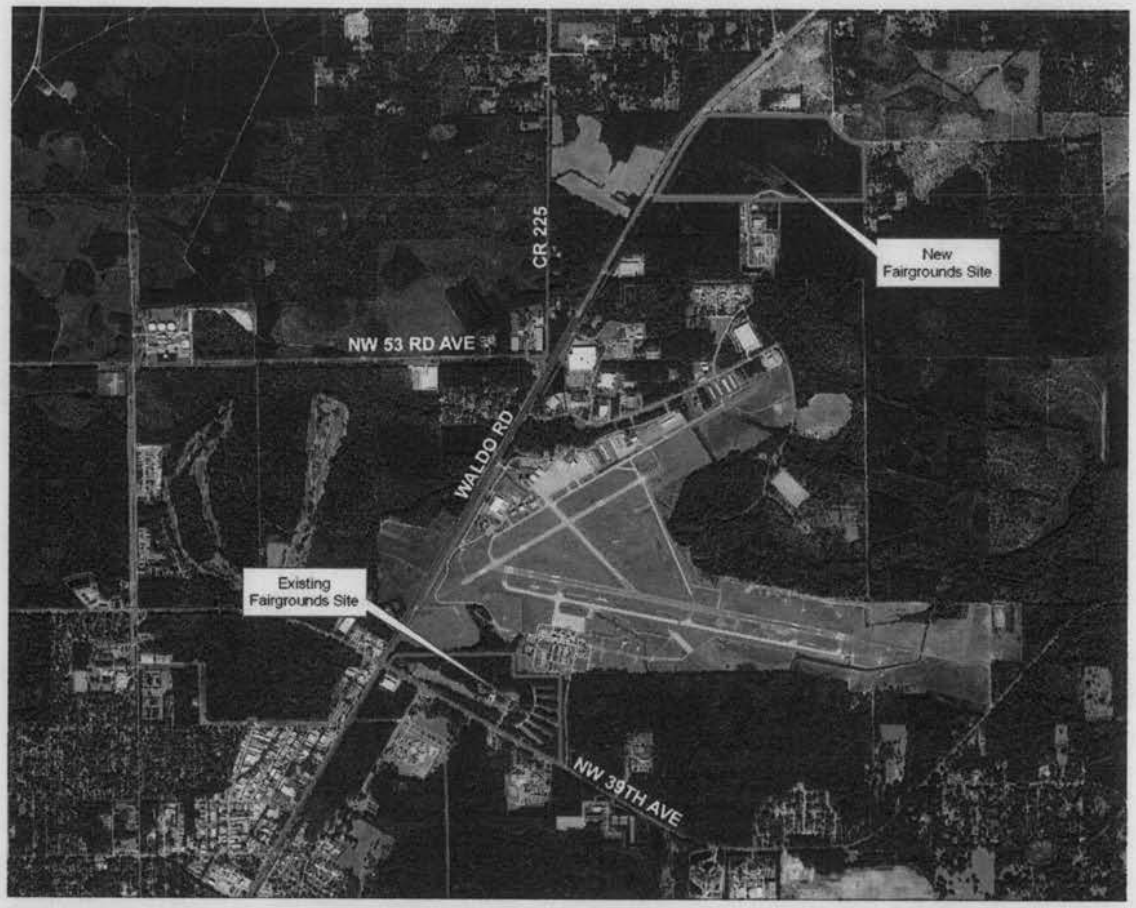
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Alachua County Board of County Commissioners
Request for Letters of Interest

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

Alachua County, Florida

Location Map
Existing and Future Fairgrounds Sites



Public Private Partnership to Develop Fairgrounds

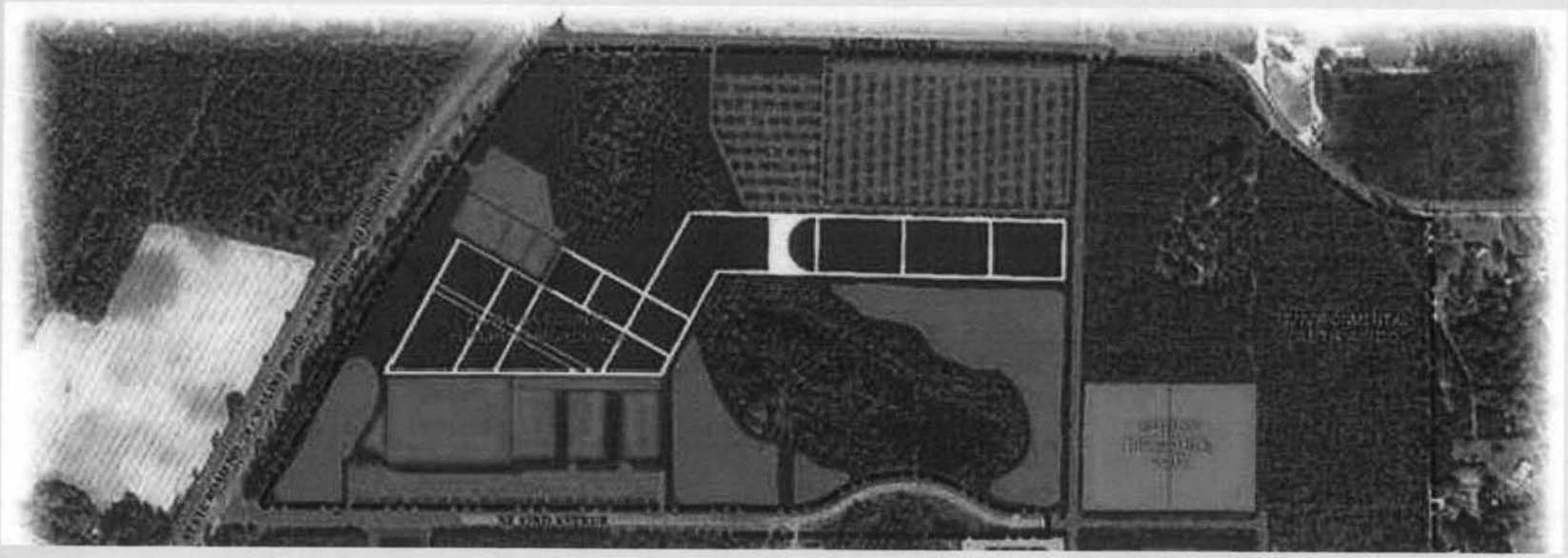
- Request for letters of interest from private sector
- Assistance with financing and development of new Fairgrounds
- Private sector redevelopment of old Fairgrounds site



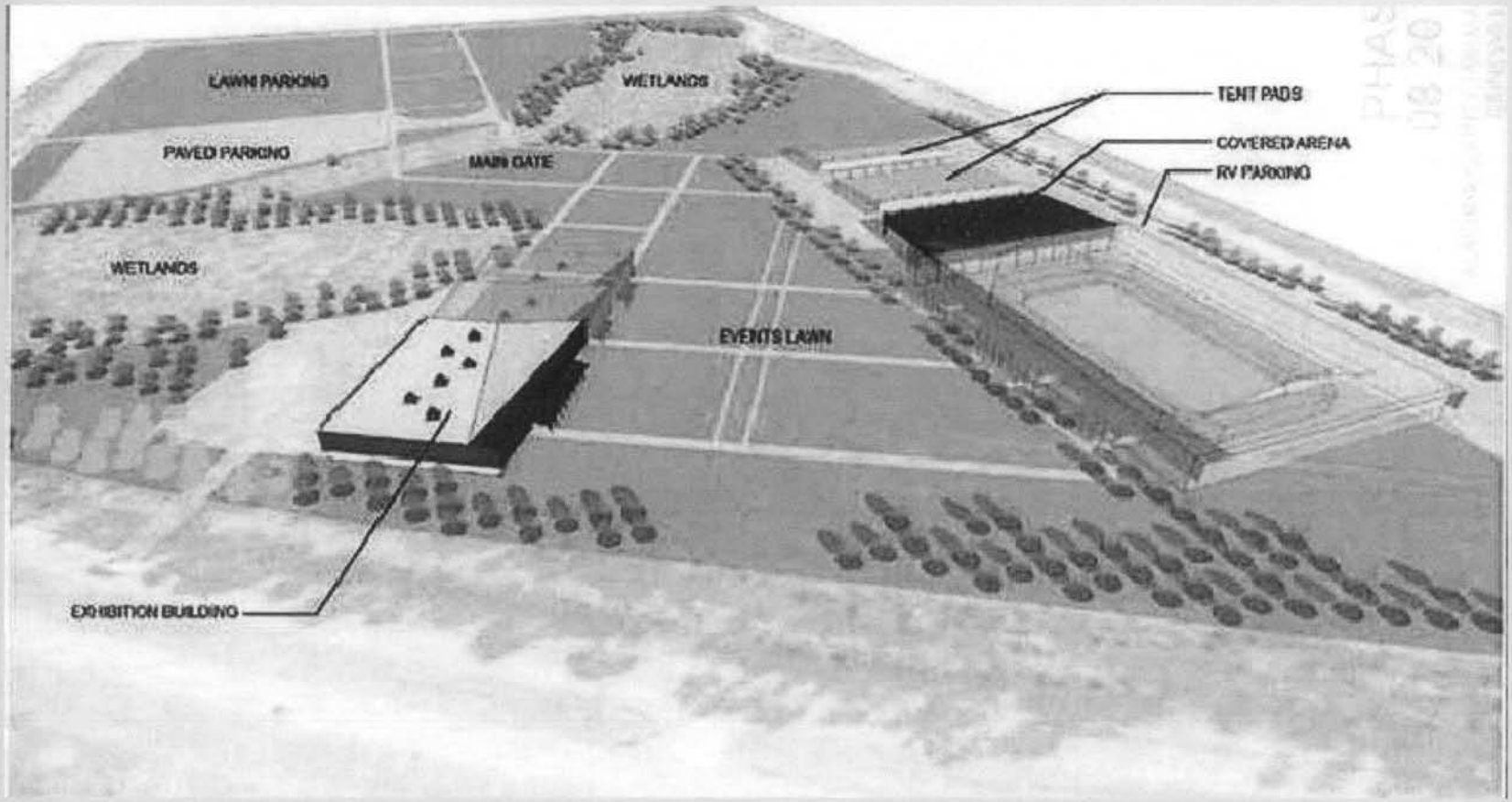
Components of the new Fairground

- 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

New Alachua County Fairgrounds Master Plan



New Alachua County Fairgrounds Master Plan - Phase I



The estimates costs for construction of Phase I of the Fairgrounds

- Exhibition Building: 46,000-50,000 gsf = $8,500,000
- 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
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- Fixtures/Furnishings/Equipment: $500,000(allowance)

Subtotal: $19,110,000
Contingency: $1,900,000
Architectural Fees and Related Soft Costs: $1,300,000

Order of Magnitude Projected Cost: $22,310,000

Cost Estimates for Construction of Fairgrounds - Phase I

Order of Magnitude Projected Cost, including Architectural Fees, Related Soft Costs and Contingency: $22,310,000

Order of Magnitude Financing Available, without Committing General fund to Debt Service: $12,000,000

Existing Alachua County Fairgrounds Property



Representative Uses Allowed in Business Industrial (BI) Zoning

Business Industrial Zoning

Uses by Right

- Corporate Offices
- Research & Development
- Professional Schools
- Transportation Services
- Hotels and Motels
- Health Services
- Wholesale
- Furniture and fixtures
- Textile mill products
- Glass products
- Stone products
- Public Administration
- Job Training and vocational services



Potential Private Sector Incentives

- Long-term, low-cost land lease
- Qualified Targeted Industry Tax Credits
- Tax Credits and other incentives available by location Gainesvile CRA and Enterprise Zone

Recommendations

- Authorize staff to distribute Request for Letters of Interest from private sector to partner with the County to develop its new Fairgrounds and redevelop the existing Fairgrounds site
- Requests responses be submitted by April 1, 2011

February 8, 2011 Regular BoCC Meeting
Agenda Item #13

Title
Revise Policy No. 6-7, Vehicle Use Policy, Alachua County Employee Policies (Amended)

Amount
N/A

Description
Request Approval of the Revise Policy 6-7, Vehicle Use Policy, to allow departments to request an exemption to the rule against allowing non-County employees in County vehicles.

Recommendation
Approve the revision to Policy No. 6-7, Vehicle Use Policy.

Alternative(s)
Do not approve the revisiion to Policy #6-7, Vehicle Use Policy

Requested By
Kim Baldry

Originating Department
Administrative Services/Human Resources

Attachment(s) Description
Copy of revision to Employee Policy #6-7, Vehicle Use Policy

Documents Requiring Action
Employee Policy #6-7, Vehicle Use Policy

Executive Summary
This proposed revision will allow the appropriate official (County Manager, County Attorney or Constitutional Officer) to waive the requirement that only County employees may ride in County vehicles.

Background
Many departments encourage citizens to observe their daily activities, which may include riding along with a County employee in a County vehicle. Different departments welcome citizens riding in County vehicles for different reasons: greater transparency and education to the citizens or a training opportunity for medical students and physicians. The current policy does not allow for non-County employees to ride in County vehicles, unless they are engaged in County business. To allow non-County employees the opportunity to ride in County vehicles for purposes similar to those described in the preceding paragraph, it is recommended that the policy be revised to allow the County Manager, County Attorney or appropriate Constitutional Officer the ability to waive that restriction after the department has demonstrated the need to allow non-County employees in the County vehicles.

Issues
NA

Fiscal Recommendation

NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: memotorrpolicy6 7 prop revision 121410.pdf
Attachment: Pol 6 7 Vehicle Use Policyproposedchangepassengerapproval112310.pdf

Alachua County
Administrative Services
Human Resources

Kim Baldry, CPM, SPHR, Human Resources Manager
Karen P. Gerding, CPM, PHR, Human Resources Supervisor

January 24, 2011

MEMORANDUM

To: Randall H. Reid
County Manager

Via: Betty Baker
Administrative Services Director

From: Kim Baldry, CPM, SPHR
Human Resources Manager

Subject: Revisions to Policy #6-7

The Department of Public Safety attempted to bring an item before the Board asking for an exemption to the Vehicle Use Policy (#6-7) to allow non-County employees to ride in County vehicles. The majority of those riding in the vehicles would be students from Santa Fe College and the University of Florida who would be observing our paramedics providing trauma care. Other instances may include officials from local municipalities who wanted a closer look at the provision of emergency care.

It was decided that rather than this department requesting this specific exemption we could re-write the current policy to provide a bit more flexibility. Any department will be able to request an exemption to the "County employees only allowed in County vehicles" rule, by providing a written request in advance of the event involving the non-County employee.

I have asked Wade Gillingham to take the lead in working with the County Vehicle Team to develop a procedure for these types of requests.

Upon your approval I will place this on the Board's agenda for final approval.

_____
Approved
Randall H. Reid
County Manager

_____
Date

_____
Disapproved
Randall H. Reid
County Manager

Kb

Attachment

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Board of County Commissioners' Employee Policies

Alachua County, Florida

Vehicle Use Policy

Policy No.: 6-7
Revision No.: ~~2~~ 3

Effective: 03/16/2010
Review Date: 03/16/2011

OVERVIEW: This policy provides guidelines and assigns responsibility for the safe operation and use of all vehicles operated by authorized individuals of the Board of County Commissioners of Alachua County and all other vehicles covered by the Self-Insurance Fund. It is the intent of this policy to ensure that County vehicles are safe, and that operators adhere to all local, state and federal laws.

SCOPE: This policy applies to all regular full, part-time, and temporary employees of the Board of County Commissioners and all owned, non-owned, rented or leased vehicles.

PROVISIONS:

It is the policy of Alachua County that all County employees shall follow these procedures for the assignment and utilization of County vehicles.
Procedure:

1. **Definitions**

   a. Authorized employees shall mean the designated County employee operator of the County vehicle conducting County business.

   b. County-Owned Vehicle shall mean any vehicle owned or leased by Alachua County. All County-owned vehicles shall display a yellow County tag and be clearly marked on the doors and rear of the vehicle with the County, seal, assigned department, and a vehicle number. Exceptions for some vehicles assigned to sensitive jobs to not be marked will require written approval from the County Manager or Constitutional Officer.

   c. County Business shall mean any authorized work or activity performed by a County employee conducting County business for Alachua County.

   d. "De minimus" personal use shall mean infrequent and limited travel between work stops during the work day. Limited means travel of such a short distance that accounting for it is unreasonable. Examples: Stopping between two businessstops for a meal, stopping at a convenience store or to use the restroom while en-route on County business.

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e.Assigned Vehicle- A County-owned automobile or truck designated for the use of an individual employee in the normal performance of his/her duties but not authorized for take-home use.

f. Take-Home Vehicle -A County –owned automobile or truck designated for the use of an individual employee in the normal performance of his/her duties including the commute from home to work. (Refer to Take Home Policy concerning the use of a Take Home Vehicle).

2. Use of Vehicles

Only authorized employees working within the scope and purpose of County business will use County vehicles. County-owned Vehicles are not assigned for, nor shall they be used for, the convenience of the employee with regard to personal transportation needs or other non County-related business.

a. Only authorized employees of Alachua County will be permitted to operate County vehicles.

b. Passengers in County vehicles must be engaged in County business. ~~Family members~~ **Individuals, including employees' family members** who are not County employees shall not be passengers **in County vehicles** unless ~~prior supervisor~~ authorization is requested **by the department in advance** and approved by the Constitutional Officer, County Manager or County Attorney.

c. Only "de minimus" personal use is permitted.

d. No out of Alachua County travel, unless a Travel Authorization or a Take Home Vehicle Authorization has been approved by the Department Director or Constitutional Officer.

e. If there is any doubt as to the requirements and responsibilities of this Vehicle Use Policy the employee must consult with his/her Department Director or Con vehicle in the doubtful situation.

f. County owned vehicle usage shall comply with the Fuel Conservation Policy.

3. Responsibilities

a. Department Directors or Constitutional Officers shall ensure:

i. Vehicle operators maintain a current Florida Driver's License for the class of vehicle they are assigned to operate.

ii. All vehicle use is in accordance with this policy.

iii. Vehicles are maintained in accordance with the Alachua

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County Fleet Management Operating Procedures.

b. Authorized Employees shall ensure:

i. They possess and maintain the proper Florida Driver's License.

ii. They notify their supervisor and Department Director of any changes in their driver's license (e.g. revocation, suspension). They shall also notify their supervisor and Department Director of any traffic citations, etc. received while operating a County-owned vehicle or personal vehicle.

iii. They comply with all federal, state, and local laws relative to the operation of a County vehicle.

iv. They do not engage in distracted driving such as: using hand held electronic or communication devices while operating the vehicle. The use of vehicle mounted radios and hands free devices is allowed, but not encouraged. There will be no use of a keyboard associated with a telephone or computer by the driver while the vehicle is in motion. They cannot engage in any other activity which would take their attention from the safe operation of the vehicle while they are operating the vehicle. Employees operating emergency response vehicles who are required to communicate with other emergency vehicles and dispatch while responding to, or dealing with, an emergency call are exempted from the restriction.

v. They report all accidents or incidents in accordance with the Alachua County Safety Policy. Failing to report accidents shall result in appropriate disciplinary actions as described in the appropriate personnel policies.

vi. They do not drive while under the influence of alcohol, prescription medicines that warn against operating a vehicle, sleepiness, or illegal drugs. Alcoholic beverages or any illegal drugs are not permitted in County vehicles at any time.

vii. They report and assume responsibility for all citations or moving violations while operating the County vehicle. They do not use or allow the use of tobacco products in a County vehicle.

4. **Compliance:** Failure to comply with this policy and procedure shall result in a disciplinary action as allowed by the personnel regulations.

ALACHUA COUNTY TAKE-HOME VEHICLE POLICY

Purpose:
The purpose of this policy is to provide direction for the use of county owned vehicles

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when a vehicle is to be taken home by authorized employees and to provide a means to determine if employees need a take home vehicle to perform their jobs effectively. Under some circumstances, it serves a public purpose to allow employees to take home county owned vehicles. Some examples are: 1) To provide an emergency vehicle with specialized equipment, needed to protect life and property; 2) To serve a public purpose by providing an economic benefit to Alachua County, by allowing employees, by reasons of their job, to take home a non-emergency type vehicle when they use a county-owned vehicle to perform their job responsibilities and neither report to a set office/work site at the beginning of a day nor return to a set office/work site at the end of a work day and that the benefit of the use of a take-home vehicle serves a public purpose through the more efficient delivery of county services.

Policy:
It is the policy of Alachua County that all county employees shall follow these procedures for the assignment and utilization of take home vehicles. Take home vehicle authorizations will be based on demonstrable and beneficial needs for the delivery of services for Alachua County, and shall comply with Internal Revenue Service (IRS) guidelines for employer provided vehicles.

1. Definitions

a. Authorized employees shall mean the designated operator of the county vehicle.

b. County Vehicle shall mean any vehicle owned or leased by Alachua County. All county-owned vehicles shall display a yellow county tag. All county-owned vehicles shall be clearly marked on the door and rear of the vehicle with the county, seal, assigned department, and a vehicle number. Exceptions for some vehicles assigned to sensitive jobs to not be marked will require written approval from the County Manager.

c. County Business shall mean any authorized work or activity performed by a county employee conducting county business for Alachua County.

d. "De minimus" personal use shall mean infrequent and limited travel outside of the direct commuting route from the employee's residence to his or her place of work each day or outside of direct travel between work stops during the work day. Limited means travel of such a short distance that accounting for it is unreasonable. Examples: Stopping between two business stops for a meal, stopping at a convenience store or to use the restroom on the direct route while commuting to home or work, or while enoute on county business.

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e. Persons not involved in County business will not be permitted to ride in County vehicles. Transporting family members or private citizens is not permitted. Exceptions may be granted by the BOCC for the County Manager or County Attorney and for other employees by the County Manager and County Attorney in special situations (ex: out of town conferences, business activity or visiting dignitaries, constitutional elected officials and their spouses to an official groundbreaking, attending funerals of County employees or community leaders, transport of visiting dignitaries, etc.). Permission must be approved in advance for County employees.

2. Authorization of the Take Home Vehicles

The approval for a take home vehicle shall be for the purpose of conducting county business, based on public purpose and demonstrable and beneficial needs, in accordance with IRS guidelines.

a. A county employee may be authorized a take home vehicle only when a take home vehicle request has been submitted to and approved by the Department Director, reviewed and approved annually by representatives from Finance and Accounting, Risk Management, Fleet Management, and by the County Manager for final approval. The employee's Department Director will retain a copy of all approved requests and forward the original to Fleet Management. Fleet Management will forward copies to Risk Management, and Finance and Accounting.

b. A Take Home Vehicle Use Authorization Form must be completed and approved by the employee's Department Director on or before October 1st of each year. Authorization shall be for a limited time not to exceed one year.

c. If any changes to the basis for the authorization occur during the year, a new authorization form must be resubmitted and reapproved.

d. Department Directors shall only approve non-emergency take home vehicles when there is clear and convincing factual evidence, via a cost analysis, that the benefit of the use of a take-home vehicle serves a public purpose through the efficient delivery of county services. A copy of all documents used as a basis for authorization of a take-home vehicle

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shall be forwarded to the clerk. The clerk shall review the information to ensure the proposed use of the vehicle in this manner comports with the laws requiring all expenditures to be for a public purpose. If the clerk is not in agreement with the Department Director, the clerk shall notify the Department Director and the County Manager. The County Manager shall review the authorization form and, if he disagrees with the Clerk, request Board approval. However, the use of the vehicle shall not be approved for take-home use unless the Board of County Commissioners declares such use a public purpose.

e. In declared emergency events, vehicle usage may be temporarily changed, by the Department Director to support County operations.

3. **Take Home Vehicle Use Classifications**

a. Emergency Response. This is a qualified commuting use, which is not IRS taxable. Vehicles assigned to this classification are used by authorized employees who are subject to frequent after hours emergencies, which require specialized equipment to make an immediate response to protect life and property. Qualified commuting use vehicles are specially equipped vehicles such as:

i. Clearly marked Fire and Rescue, and Law Enforcement vehicles.

ii. Clearly marked specialized repair trucks other than (vans and pickups) with equipment and tools.

iii. Clearly marked vans with repair parts, tools, and permanently affixed shelving.

iv. Clearly marked pickups with specialized equipment, signage, tools, and light bars.

* Note: Communication radios in a vehicle are not considered specialized equipment.

b. Economic Benefit. This type use is a limited commuting use, which is an IRS taxable benefit. This classification is appropriate when an authorized employee is frequently required to travel on county business during his/her regular non-working hours and it is an economic benefit to Alachua County to provide a take-home county vehicle rather than reimburse an employee for use of a personal vehicle.

The break-even point is 12,820 annual miles. If an employee drives more than 12,820 miles for county business, excluding commuting use, it is more cost effective for the County to provide that employee a vehicle than it is to reimburse for use of a personal

DRAFT

vehicle. Conversely, if the employee drives less than 12,820 miles annually for County business, then it is more cost effective for the County to reimburse the employee for personal use of their own vehicle (rather than provide a County vehicle). (See Take Home Vehicle Use Authorization Form). This analysis does not apply to vehicles that fall into the emergency classification.

4. **Use of Take Home Vehicles**

Only authorized employees working within the scope and purpose of county business will use county vehicles.

a. Only authorized employees of Alachua County will be permitted to operate county vehicles.

b. Passengers in county vehicles must be engaged in county business. Family members who are not county employees shall not be a passenger unless prior supervisor authorization is requested and received as allowed in item e.

c. Authorized employees that are provided a take home vehicle are required to comply with this policy to ensure IRS rules are followed.

d. Only "de minimus" personal use is permitted.

e. Personal emergencies. If no personal vehicle is available and the Department Director is notified and approval is granted, the authorized employee may use the county vehicle to respond to personal immediate family emergencies within Alachua County.

f. No out of Alachua County travel, unless a travel authorization, and use of county vehicle has been approved by the Department Director.

g. If there is any doubt as to the requirements and responsibilities of this Take Home Policy the employee must consult with his/her Department Director before using the vehicle in the doubtful situation.

h. County owned take home vehicle usage shall comply with the Fuel Conservation Policy.

5. **Responsibilities**

a. Department Directors shall ensure:

i. Approval of a take-home vehicle is based on needs for after hours Emergency response, or to provide a public purpose by providing an economic benefit to Alachua County.

ii. Vehicle operators maintain a current Florida Driver's License for the class of vehicle they are assigned to operate.

DRAFT

iii. All vehicle use is in accordance with this policy.

iv. Vehicles are maintained in accordance with the Alachua County Fleet Management Operating Procedures.

a. Authorized Employees shall:

i. Possess and maintain the proper Florida Driver's License.

ii. Notify their supervisor and Department Director of any changes in their driver's license (e.g. revocation, suspension). They shall also notify their supervisor and Department Director of any traffic citations, etc.received while operating a county-owned vehicle.

iii. Comply with all federal, state, and local laws relative to the operation of a county vehicle.

iv. They do not engage in distracted driving such as: using hand held electronic or communication devices while operating the vehicle. The use of vehicle mounted radios and hands free devices is allowed, but not encouraged. There will be no use of a keyboard associated with a telephone or computer by the driver while the vehicle is in motion. They cannot engage in any other activity which would take their attention from the safe operation of the vehicle while they are operating the vehicle. Employees operating emergency response vehicles who are required to communicate with other emergency vehicles and dispatch while responding to, or dealing with, an emergency call are exempted from the restriction.

v. They report all accidents or incidents in accordance with the Alachua County Safety Policy.

vi. They do not drive while under the influence of alcohol, prescription medicines that warn against operating a vehicle, sleepiness, or illegal drugs.

vii. Maintain the vehicle authorization form with up-to-date information, if any changes occur during the term of the vehicle authorization.

viii. Report and assume responsibility for all citations or moving violations while operating the county vehicle during work hours, and after work hours.

ix. Do not use or allow the use of tobacco products in a county vehicle.

6. **Required Information For Take Home Vehicle Authorization Request**

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a. Home/Off Hours Physical Address – Where the vehicle will be parked. Address must include a city and a county.

b. Total daily commute miles – Round trip mileage from where the vehicle is parked during off hours to work place and from work place back to off hours parking address.

c. Number of miles past county line – if vehicle is to be driven out of Alachua County, the number of miles past Alachua County line to where vehicle is parked during off hours.

d. Rotation on call basis – if this is a rotational on-call basis describe the plan your department has for the rotation (attach to the Take Home Vehicle Authorization Request).

i. Type of authorization requested:

i. Emergency Response – documentation detailing the number and nature of call outs for one calendar year.

ii. Economic Benefit – Is an assertion via an analysis of the cost vs. benefit to Alachua County using the current IRS mileage rate and detailed explanation of the reason as to why a personal vehicle cannot be driven to the regular work place and a county owned vehicle utilized only as needed for county business. The Economic Benefit Form shall be developed by the Clerk of the Circuit Court's, Finance and Accounting Department, to ensure the information required by this policy is obtained and that the analysis of the economic benefit comports with the requirements that all expenditures serve a public purpose.

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February 8, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Diversity, Inclusion, and Workforce Development Framework and Implementation Plan (amended) (Amended)

Amount
N/A

Description
Presentation of the Diversity, Inclusion, and Workforce Development Framework and Implementation Plan

Recommendation
Accept the Diversity, Inclusion and Workforce Development Framework and Plan..

Alternative(s)
Do not accept the plan

Requested By
Betty Baker

Originating Department
Administrative Services

Attachment(s) Description
Diversity, Inclusion, and Workforce Development Framework and Implementation Plan; Budget Report

Documents Requiring Action
N/A

Executive Summary
The Diversity and Inclusion Framework reflects Senior Management Team's vision of creating an innovative organization that works smart, that attracts and leverages diversity in its staff and that will create programs and services that meet the diverse needs of the communities we serve. This Framework seeks to address systemic barriers in order to build a diverse and inclusive workforce broadly representative of the citizens and communities we serve. It provides the means to integrate diversity and inclusion values and practices into existing processes and to enable progress and results to be measured departmentally and organizationally. Success is contingent upon organizational commitment and dedication of the time and resources essential to ensure completion of the Implementation Plan.

Background
As the County looks to the future, it must plan for the economic changes that are occurring. As it faces increasing business costs and a weakened state and local economy, it must also address social changes that include the changing demographic of Alachua County. The County views diversity as a business asset and will work to ensure that its workforce represents and reflects the community it serves by undertaking measures to foster an inclusive environment. At the February 2010 Alachua County Commission Retreat, Commissioner Lee Pinkoson suggested that the Special Recruitment and Training Program (a function under the Public Safety Department) be transferred to the Equal Opportunity Division (a function under the Administrative Services Department). After some discussion, a motion was approved by the County Commission directing staff to explore this suggestion. As a component of his 2011 budget message, County Manager Randall Reid recommended a county-wide recruitment and

workforce planning initiative to increase diversity throughout general county government. The current Special Recruitment and Training Program Coordinator would be assigned the responsibility for implementing and managing this county-wide initiative. The transfer has occurred and the attached Implementation Plan demonstrates how the Board's diversity goals can be achieved.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
General Fund, MSTU-FIRE PROTECTION SVCS

Account Code(s)
001-5405-529, 011-5405-529

Attachment: 1_DIWD Board 02012011.pdf
Attachment: 3_DIWD Board 02012011.pdf
Attachment: 2_DIWD Board 02012011.pdf
Attachment: Budget Report.pdf

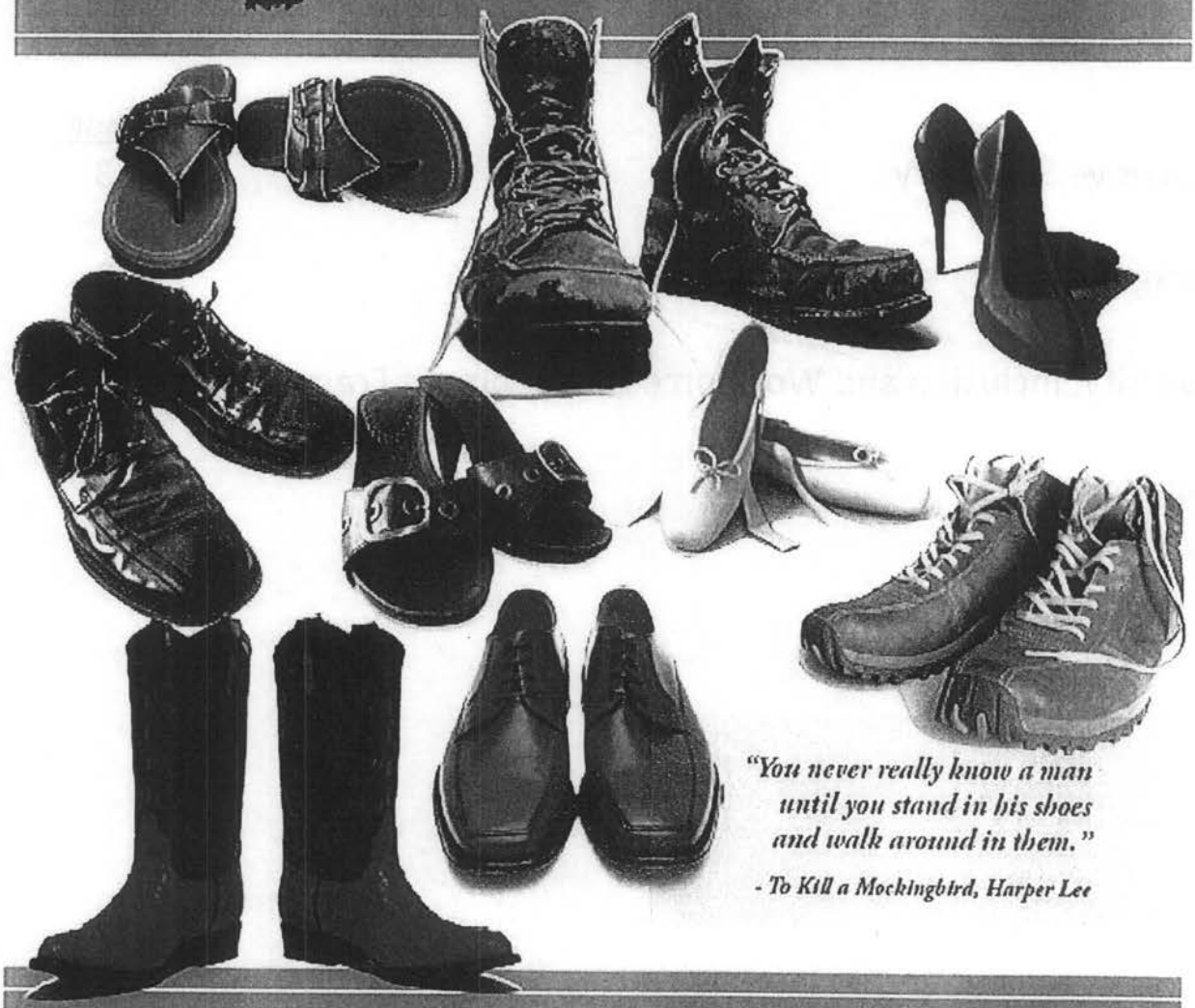
Expenditure Line Item Budget Report grouped by Fund, Business Unit

Alachua County Government — *FY2011 Adopted & FY2012 Planned Budget*

Account Code	Account Description	FY 2009 Actual	FY 2010 Adopted	FY 2010 Amended	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget
	001 General Fund								
	5405 Special Recruitment And Training								
	001-5405-529 Special Recruits Prog / Other Public Safety								
49-22	Training & Education	45	500	500	25,000	25,000	25,000	25,000	25,000
	001-5405-529 Special Recruits Prog /	45	500	500	25,000	25,000	25,000	25,000	25,000
	5405 Special Recruitment And Training	**45**	**500**	**500**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**
	001 General Fund	**45**	**500**	**500**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**
	011 MSTU - Fire Services								
	5405 Special Recruitment And Training								
	011-5405-529 Special Recruits Prog / Other Public Safety								
49-22	Training & Education	45	500	500	25,000	25,000	25,000	25,000	25,000
	011-5405-529 Special Recruits Prog /	45	500	500	25,000	25,000	25,000	25,000	25,000
	5405 Special Recruitment And Training	**45**	**500**	**500**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**
	011 MSTU - Fire Services	**45**	**500**	**500**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**
	Report Total	**90**	**1,000**	**1,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**

Alachua County, Florida

Diversity and Inclusion & Workforce Development Framework and Implementation



"You never really know a man until you stand in his shoes and walk around in them."

- To Kill a Mockingbird, Harper Lee

Alachua County Administrative Services
12 SE 1st Street, Gainesville FL
352-374-5219

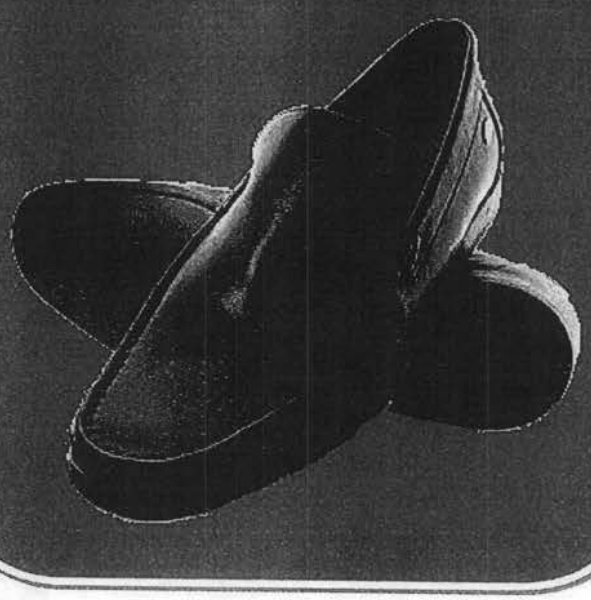


TABLE OF CONTENTS

	PAGE
Executive Summary	3
Background	5
Diversity, Inclusion and Workforce Development Framework	12
Appendices	20

Some text and images used with permission of the Office of Diversity and Inclusion, City of Edmonton, Alberta, Canada.

Executive Summary



"loves technology, does war re-enactments, cares for an aging parent."

EXECUTIVE SUMMARY

The Diversity, Inclusion and Workforce Development Framework reflects Senior Management Team's vision of creating an innovative organization that works smart, a County workforce that attracts and leverages diversity in its staff to create programs and services that meet the diverse needs of the communities we serve.

Diversity and inclusion go hand in hand. Organizations that successfully capitalize on the diversity of their staff consistently work to identify and address systemic barriers embedded within policies, practices, programs and services that inadvertently exclude individuals or whole communities.

This framework seeks to address systemic barriers in order to build a diverse and inclusive workforce broadly representative of the citizens and communities we serve. It provides the means to integrate diversity and inclusion values and practices into existing processes, and enable progress and results to be measured departmentally and organizationally.

Success is contingent upon organizational commitment and dedication of the time and resources essential to ensure completion of the Implementation Plan.

The Diversity and Inclusion Framework is intended to ensure the ongoing success of the County in attracting a diverse range of talented people who choose a career with Alachua County because they are confident that their experiences and views will be included in creating the training, policies, programs and services that make County services accessible to all.

It is about maintaining public confidence that County programs and services meet the diverse needs of its taxpayers.

It is about equipping staff at all levels with the tools and support necessary to create an innovative organization that develops the County's competitive edge in an increasingly competitive labor market.

Diversity, Inclusion and Workforce Development's Four Goals:

1. Having a workforce that is broadly reflective of the community.

2. Identifying and addressing barriers within organizational systems.

3. Attracting, developing, training and retaining a talented workforce skilled at working in an inclusive and respectful manner with one another and with the community.

4. Creating processes, policies, plans, practices, programs and services that meet the diverse needs of those we serve.

"has asthma, likes to garden, plays drums in a rock band"

Background



BACKGROUND

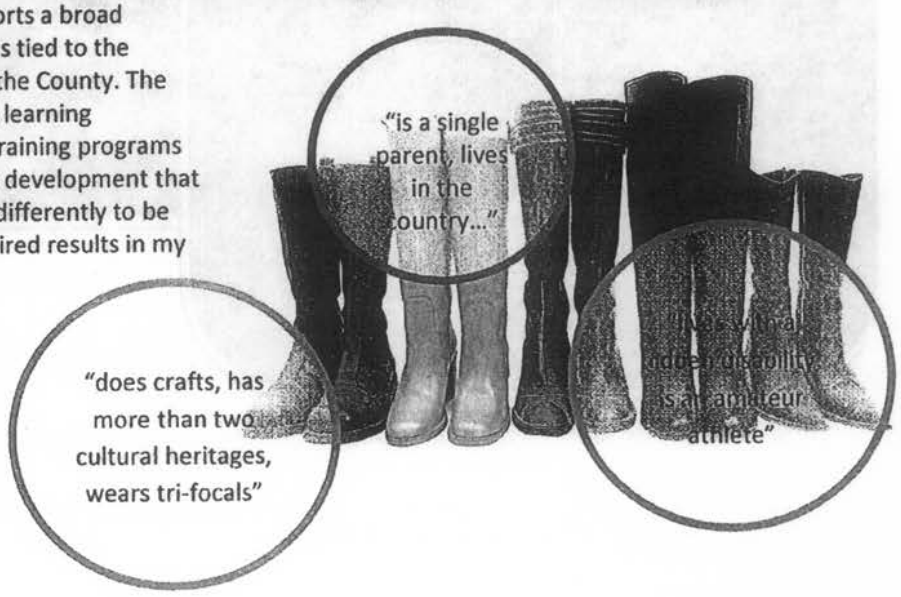
As the County looks to the future, it must plan for the economic changes that are occurring. As it faces increasing business costs, a weakened state and local economy, it is also facing social changes that include the changing demographics of Alachua County's population. The County views diversity as a business asset and will work to ensure that its workforce represents and reflects the community it serves by undertaking measures to foster an inclusive environment.

At the February 2010 Alachua County Commission retreat, Commissioner Lee Pinkoson suggested that the Special Recruitment and Training Program (which was a function under the Public Safety Department) be transferred to the Equal Opportunity Division (a function under the Administrative Services Department). After some discussion, a motion was approved by the County Commission directing staff to explore this suggestion.

As a component of his 2011 budget message, County Manager Randall Reid recommended a County-wide special recruitment and workforce planning initiative to increase diversity throughout general County government. He stated, "I am recommending that we combine the efforts of EO, Training and Special Recruitment into a very focused effort within an Office of Workforce Planning under Administrative Services, to identify, recruit and retain a diverse workforce for the future, even as we contract during the current recessionary period, and offer this expertise to other Constitutional Offices. This envisions the special recruitment program manager in Fire Rescue to be relocated to Administrative Services and focus on countywide diverse recruitment activities." While we are not creating a new and separate division, it is expected that the above-named divisions, in addition to Human Resources, will work closely together to ensure an effective outcome of our identified goals.

At the final budget hearing on September 28, 2010, the County Commission approved eliminating the Special Recruitment & Training Program's four Recruit positions.

The purpose of this report is to develop a strategic, comprehensive recruitment, inclusion and workforce development master plan that supports a broad definition of diversity/inclusion and is tied to the strategic goals and guiding vision of the County. The emphasis is on creating a supportive learning environment utilizing consultation, training programs and teamwork tactics including skills development that answer the question "what can I do differently to be more successful and achieve the desired results in my areas of responsibility?"



Defining Diversity

A review of literature, various diversity plans from the university community, the public and private sector finds that there are varied definitions that all focus on the equality of being different. For the purpose of this paper various definitions are listed below:

The American Heritage Dictionary of the English Language defines diversity as "the *factor quality of being diverse; difference; A point or respect in which things differ."*

Diversity is a commitment to recognizing and appreciating the variety of characteristics that make individuals unique in an atmosphere that promotes and celebrates individual and collective achievement. (The University of Tennessee Libraries' Diversity Committee – 2001, 2008)

Diversity is "...who we are. It is quantitative... it is determined by race, gender, and culture. On a more subtle level...class, sexual orientation, religion, ability and appearance" (National Association of Independent Schools website - NAIS)

Diversity and inclusion is a core value as is evidenced in the County's Values Statement as developed by teams of County employees in 2001. (Appendix 6)

Diversity is: Individual differences (e.g., personality, learning styles, and life experiences) and group/social differences (e.g., race/ethnicity, class, gender, and sexual orientation, country of origin, and ability as well as cultural, political, religious, or other affiliations). ***At its ideal, diversity is the range of human differences – recognizing that each person has layers of diversity, which make his or her perspective unique. (City of Edmonton, AB, Canada).***

Inclusion is: The active, intentional, and ongoing engagement with diversity—in people, in the curriculum, in the co-curriculum, and in communities (intellectual, social, cultural, geographical) with which individuals might connect—in ways that increase one's awareness, content knowledge, cognitive sophistication, and empathic understanding of the complex ways individuals interact within systems and institutions. ***Inclusion is involving and valuing these layers of human differences and viewing such differences as strengths (City of Edmonton, AB, Canada).***

Diversity is not a replacement for enforcement of federal, state and local laws regarding discrimination in hiring, workplace harassment, regarding age, race, sexual orientation, gender, religion, ability etc... Diversity creates a climate to further enhance these laws.

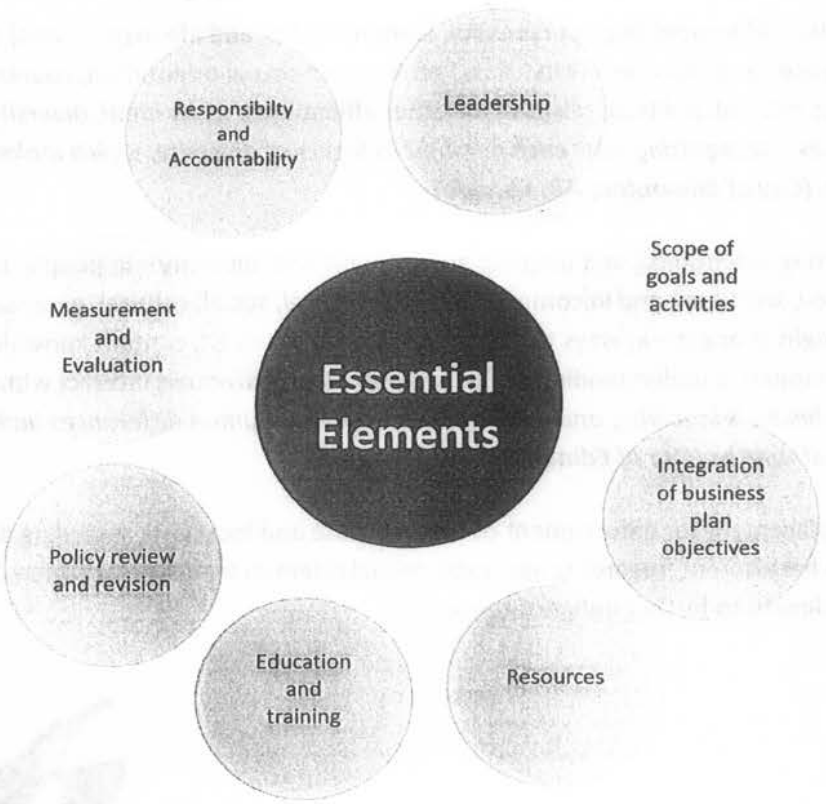


Purpose of a Diversity and Inclusion Master Plan

The overall goal of the Master Plan is to enable Alachua County to publicly declare its commitment to diversity and inclusion. It also presents the principles, policies, and values that would guide the County to leverage diversity as an asset for organizational transformation throughout the entire County.

Alachua County's Diversity Master Plan specifically seeks to:

- Advance the vision of diversity and inclusiveness inherent in the County's mission, vision & values
- Establish principles, policies, and best practices for advancing diversity and inclusion
- Remove barriers and create opportunities for access and success
- Foster an inclusive work environment that respects the dignity of every person,
- Seek similarities, understand differences, and celebrate diversity of its employees and citizens
- Position the County regionally and nationally as an employer of choice, as a great place to work, and great people with whom to work
- Demand accountability for inclusive practices that promote employee success in upward mobility
- Cultivate a culture of assessment and continuous improvement of diversity and inclusion



The Business Case for Diversity and Inclusion

Diversity can be defined as the range of visible and non-visible differences that exist between people. Managing diversity harnesses these differences, creating a productive environment in which everyone feels valued, where talents are fully utilized and in which organizational goals are met.

In the dynamic, information-focused environment of the 21st century, the County's success will be shaped by how well diversity and inclusion are embedded in our business processes and organizational culture, and

- Protects against legal issues/law suits – everyone knows their duty under the law.
- Creates feelings of acceptance and inclusion.
- Promotes tolerance and reduces potential conflict.
- Helps recruitment, retention and achievement of staff
- Improves quality of workforce/attracting the best staff.
- Improves diversity of employees which reflects the local population.
- Contributes to reputation of organization as one that treats people fairly.
- Raises aspirations and achievements, especially if we use role models.
- Reinforces the reputation of the County (achievement and mission).
- Adapts to change



Building the Diversity, Inclusion and Workforce Development Framework

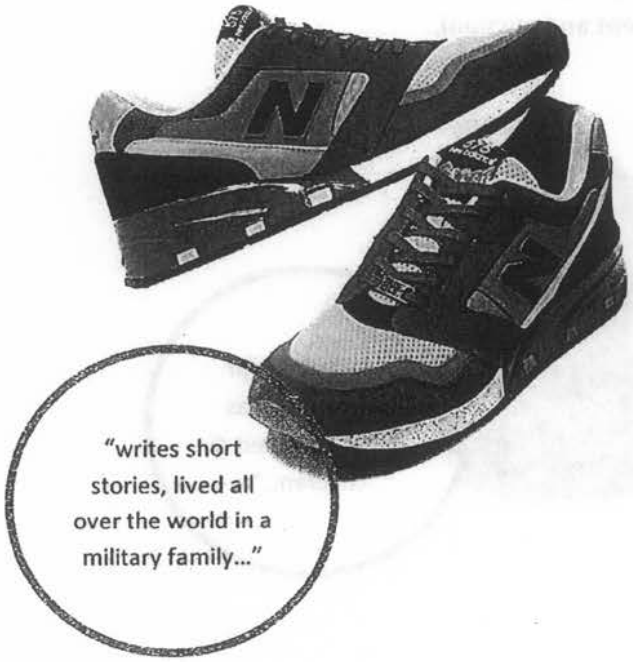
The proposed Office of Diversity, Inclusion and Workforce Development will work to support departments in developing and implementing a strategic framework that builds diversity in the workforce, helps create respectful and inclusive work environments and finds ways to weave diversity and inclusion practices and principles into policies, business plans, practices, performance expectations, program and services.

The process of building the Diversity, Inclusion and Workforce Development Framework began with a comprehensive review of research to identify current best practices in the area of diversity and inclusion. This review resulted in the identification of essential common elements for achieving sustainable diversity and inclusion practices within organizations.

These elements include:

1. *Informed and committed leadership*
2. *Comprehensive scope of goals and activities*
3. *Integration of program objectives within department goals throughout the organization*
4. *Dedicated resources*
5. *Focused education and training opportunities*
6. *Policy review and development*
7. *Shared responsibility and individual accountability, and*
8. *Measurement and evaluation*

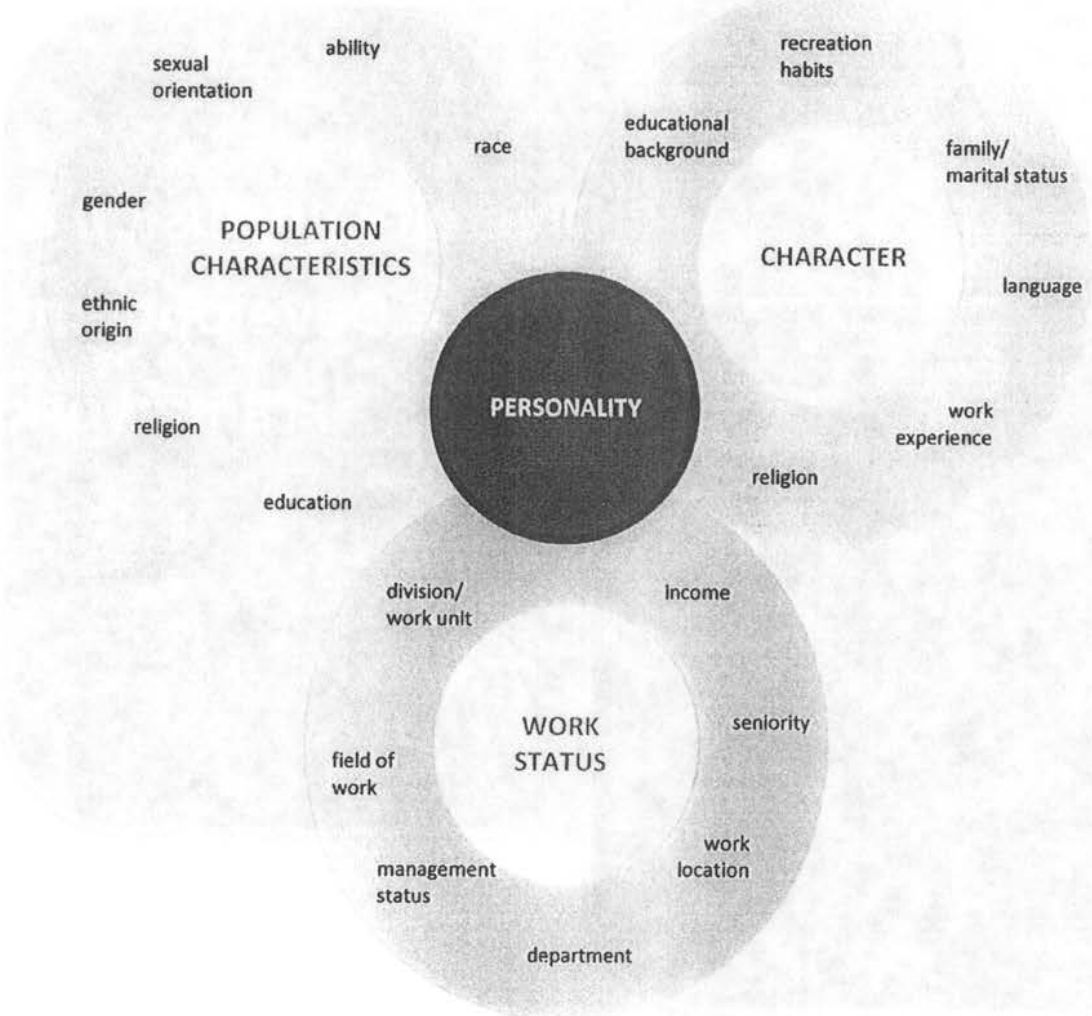
When building the Diversity, Inclusion and Workforce Development Framework, it was critical to keep before us the concept of diversity as the range of human difference in which each person has layers of diversity which make his/her perspective unique. These layers are represented on the next page and illustrate the ways in which our employees and the citizens we serve may differ from one another.



"writes short stories, lived all over the world in a military family..."

LAYERS OF DIVERSITY

The Layers of Diversity, as represented below, illustrate the ways in which people, including employees, may differ from one another, and shows the factors that create the diversity in each of us.



"lives with her parents, likes to surf, is a few pounds overweight..."

Diversity, Inclusion & Workforce Development Framework



PURPOSE, VISION AND VALUES

PURPOSE: To integrate diversity, inclusion and workforce development values and practices into existing organizational processes and enable progress and results to be measured departmentally and County-wide.

VISION – Our Ideal Future State: To have a respectful and supportive workplace that attracts, develops and retains a talented workforce broadly representative of the citizens and communities we serve.

VALUES:

We value Diversity by:

- accepting, respecting and valuing individual differences and
- capitalizing on the diverse backgrounds and experiences of our staff and community members.

We value Inclusion by:

- identifying, addressing and removing barriers in processes, particularly, the recruitment and hiring process, policies, plans, practices, programs and services
- facilitating opportunities for employees that result in effective and meaningful participation and
- creating ideas and solutions built upon a broad range of perspectives.

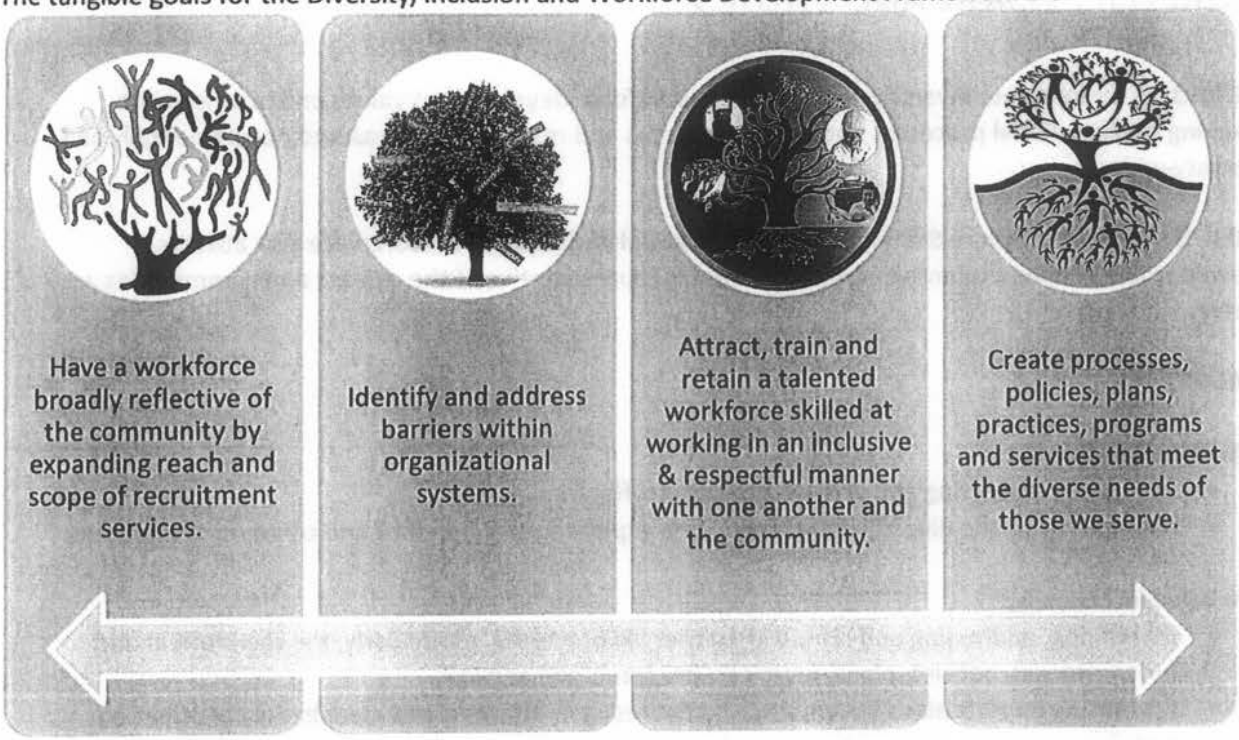
We value a Learning and Development Culture by:

- offering a variety of education and training opportunities designed to meet the specific needs of each employee and designed to address behavioural change
- offering learning programs to further develop knowledge and skills in employees so they serve co-workers and citizens in an inclusive, respectful manner and
- providing training programs that incorporate the principles of diversity and inclusion in the design, development and implementation of all training programs.

Ultimately, the practice of diversity, inclusion and developing employees will lead to an organizational culture in which:

- people are treated with dignity, respect and fairness
- harassment and discrimination are not tolerated by anyone
- individuals are encouraged to take action and be creative when resolving problems and
- self-awareness and personal accountability are not only expected, but are the norm.

The tangible goals for the Diversity, Inclusion and Workforce Development Framework are:



Implementation Strategies

At a minimum, the basic purpose of this initiative is to increase the number of qualified women and minorities applying for positions thereby increasing the likelihood of hiring under-represented candidates as outlined in the July 2010 Workforce Analysis Report.

Additionally, the goal is to provide learning opportunities to all staff to increase internal competition for promotional opportunities and upward mobility, particularly in the under-utilized populations. This is in alignment with the County's Governance Core Service and the Desired Outcomes of:

- Attract, recruit and retain qualified and diverse workforce and
- Provide a comprehensive personal and professional growth program.

By increasing the diversity of County employees and investing in the development of all staff, we will empirically demonstrate a commitment to the organization's diversity value statement. It is recommended that this new County-wide initiative be assigned as an operating function under the Administrative Services Department.

The activities, outputs and indicators of success are outlined in the Diversity, Inclusion and Workforce Development Performance Measurement Table in the Appendix. These measures will help us evaluate how successful we are at reaching our goals.

General Targets for 2010/11-2012/14



2010-2011

During this fiscal year the focus is on developing a workforce analysis, reviewing and re-writing policies that will incorporate current County practices and efforts in the areas of diversity and inclusion.

2011-2012

One of the critical components of this phase will be workforce planning. Several strategies will be developed and implemented which will include succession planning, management development and leadership institute and middle management internship and mentoring programs to prepare internal candidates for upward mobility and competition with outside job applicants.

2012-2014

The focus will be to continue to identify under representation and eliminate barriers and maintain a state of the art Diversity program. Monitoring and accountability will continue and adjustments to the program will be made as needed. Integrating diversity into the culture is a shared responsibility that involves individual accountability. It is dependent upon each employee, at every level of the organization, fulfilling his or her role. However, in addition to employees fulfilling their roles, the organization's leadership must provide guidance, resources and support.

It is essential that each department work with our Recruitment Coordinator, Training Manager, Equal Opportunity Manager and Human Resources Manager to implement practices and behaviours that support and encourage diversity, inclusion and employee development.

Moving Forward with Implementation

Organizational changes require a transition period during which people become familiar with new guidelines, directives, and roles; in which they learn about new (or refreshed in current) concepts and find ways to turn ideas into daily practice.

For a plan to be successful it must have three components: resources, capacity for implementation and time for implementation. Additionally, it must be measurable and there must be accountability. Our progress can be tracked through our workforce plan that will be presented to the BOCC annually as well as through a variety of activities and outputs outlined in the Performance Measure Table (Appendix 5). The adoption of this Framework and Implementation Plan will ensure that the Diversity needs of the County are addressed.

There are three critical implementation requirements needed to support the Implementation Plan. They are:

1. Resources for Implementation (People and Money)
   Human and financial resources are necessary to implement the Diversity, Inclusion and Workforce Development Framework. The Administrative Services Director, Recruitment Coordinator, Human Resources Manager, Training Manager and Equal Opportunity Manager will serve as the implementation team.

   Communication and awareness building activities, as well as monitoring, reporting and recognizing efforts will also need resources to ensure their completion. Sustainable and predictable funding is required to support these efforts. The Training (Workforce Development) area is already funded; however, the diversity recruitment function is only partially funded.

2. Capacity for Implementation
   Training and time are required to further develop the capabilities and competencies needed to meet the organizational goals of building a diverse and inclusive workforce. Training will be developed and delivered at organizational, department and business area levels using internal and external resources.



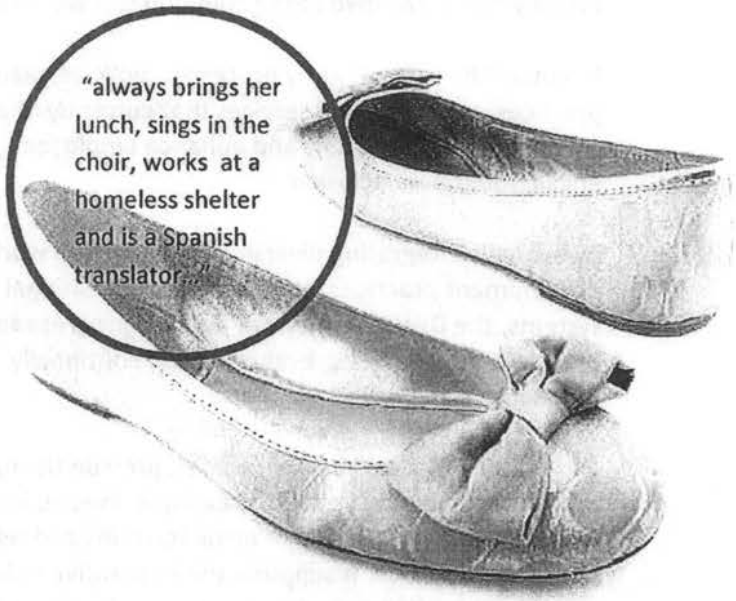
3. Time for Implementation

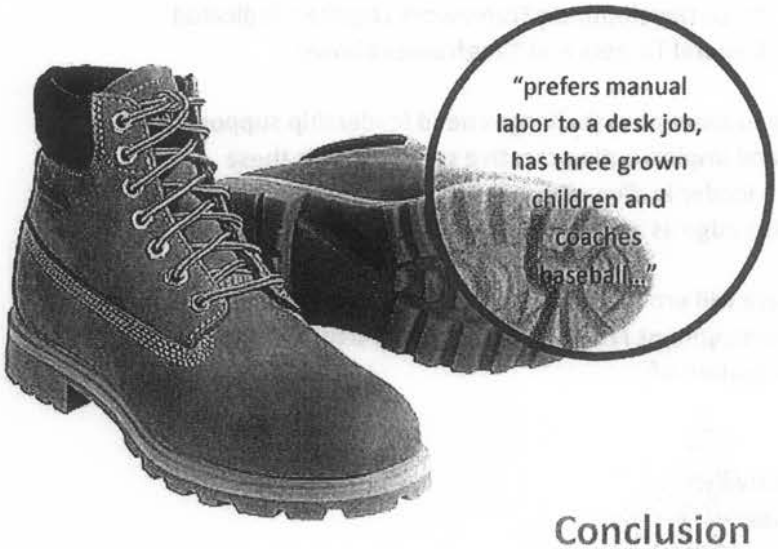
There are many competing priorities facing the organization and departments. Achieving the goals of the Diversity, Inclusion and Workforce Development Framework requires dedicated staff attention over a period of time (see General Targets and Timeframes above).

Employees who develop innovative ideas to meet new challenges need leadership support and will also need to spend time developing and implementing creative solutions. It is these solutions that will make Alachua County a leader in diversity, inclusion and workforce development and increase our competitive edge as an "Employer of Choice."

Additionally, an evaluation transition phase will provide an opportunity to improve elements in the Diversity, Inclusion and Workforce Development Framework that could benefit from greater clarity or education, including evaluation of:

- Diversity and Inclusion Lenses
- Awareness and communication activities
- Training and development activities.





Conclusion

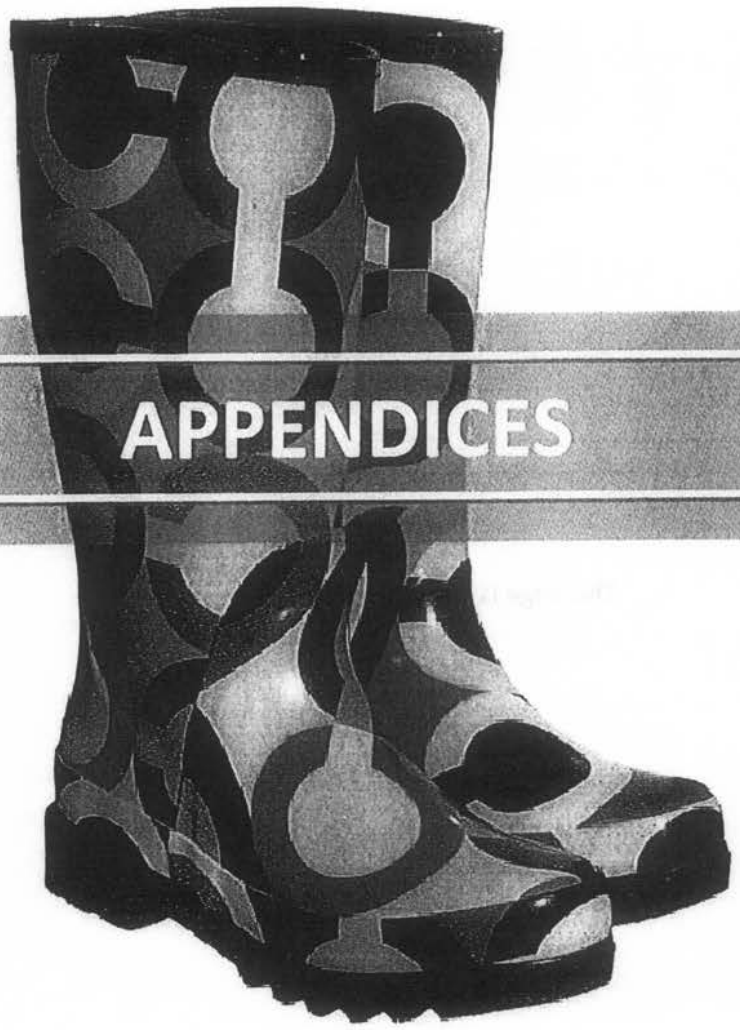
The Diversity, Inclusion and Workforce Development (DIWD) Framework provides staff throughout the organization with the knowledge, tools and support to build an increasingly diverse and inclusive workforce broadly representative of the communities we serve.

It honors the many County processes, policies, plans, practices, programs and services that currently improve connections with citizens and enhance employee engagement and inclusion.

By formally integrating diversity, inclusion and workforce development practices into existing organizational systems, the DIWD Framework enables progress and results to be measured, evaluated and continually improved.

This Framework, and its Appendices, provide the means of achieving the Board's goal of creating a diverse, inclusive and engaged workplace that attracts, trains and retains a talented workforce. It supports the imperative to leverage our own diversity to create programs and services that meet the diverse needs of those we serve and enable their full inclusion in the life of their employer and their community.

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APPENDICES

APPENDIX 1 – ESSENTIAL ELEMENTS (Successful Diversity, Inclusion and Workforce Development Frameworks include these elements)

MACRO LEVEL

Policy Review and Development

- Policy and administrative directives provide a framework for delegating decision making, reduces misunderstandings and uncertainties and serves as a basis for directing all employees toward achievement of the organization's goals.
- The way policy is developed is as important as what it yields.

Measurement and Evaluation

- Measurement and evaluation are instruments for building knowledge and making improvements.
- We will use the Performance Measurement Process to determine organizational success.

Informed and Committed Leadership

- Leadership is committed to organizational change ensuring respect and credibility for the initiative by continually articulating the vision, being visible spokespersons and leading by example.

Comprehensive Scope

- Strategies are integrated throughout the organization and address organizational systems, policies, practices, programs and services.

MICRO LEVEL

Shared Responsibility & Individual Accountability

- Everyone has a responsibility for the success in achieving diversity, inclusion and development goals, and individuals are evaluated on their performance related to these goals.

Education and Training

- Education and training is designed to meet the specific needs of each workplace and are designed to address behavioural change.

Dedicated Resources

- Both financial and human resources are allocated to sustain the strategies and programs. Leadership and staff are dedicated to moving the process forward.

APPENDIX 2 - Implementation Plan

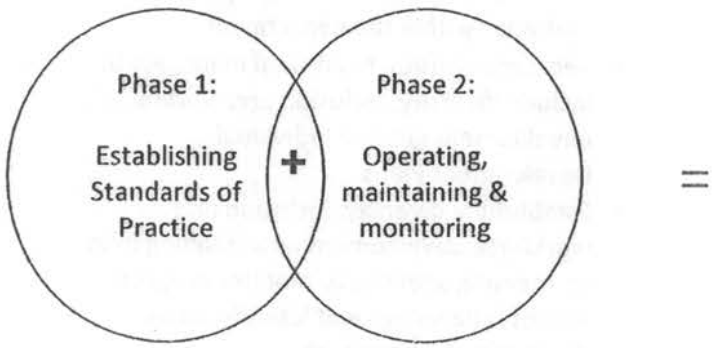
The implementation plan is created from the essential elements and is intended to build capacity and sustainability in each department as it integrates this framework into existing corporate business processes, practices, programs and services. The plan is broken into two phases – a transitional phase (Establishing Standards of Practice) and an ongoing phase (Operating, Maintaining and Monitoring).

The plan uses a step by step approach within each category. The final step is a product or process that will be used to create action plans to move into the ongoing phase. These final steps are highlighted.

Department staff and DIWD staff will work to complete the steps.

Essential Element	Departmental Actions	DIWD Support/Involvement
Leadership	1. Make diversity, inclusion and development a standing item on meeting agendas 2. Be spokespeople re: support for diversity, inclusion and development (Use existing communication vehicles) 3. Recognize efforts of staff who take action to integrate framework into practices, plans, programs and services 4. Determine ongoing leadership activities for department	• Provide information on monthly basis to share at meetings. Examples include highlighting annual dates, community events, upcoming learning opportunities for staff, etc. • Mentor and collaborate with supervisors/managers on recognition activities
Comprehensive Scope	1. Learn definitions of diversity and inclusion and how to use the "Lens" 2. Pilot Lens in each functional area and share learning 3. Determine departmental priority to apply Lens to improve customer service, programs, practices and process to report barriers addressed	• Providing training on definitions and how to use the Lens • Support department staff when piloting the Lens
Policy Review	1. Identify policies owned by department 2. Review policies to see which are priorities to update in terms of integrating diversity, inclusions and development values and practices	• Modify Lens based on review/monitoring
Performance and Evaluation	1. Gather department successes, challenges, actions taken, new hires, promotions, complaints or grievances & names of staff deserving recognition 2. Review policies to see which are priorities to update in terms of integrating diversity, inclusions and development values and practices	• Provide corporate summary to share with Leadership, and entire organization

Essential Element	Departmental Actions	DIWD Support/Involvement
Dedicated Resources	1. Provide time for staff to create and implement the Framework 2. Provide time for employees to attend training that supports integration of Framework	• Workforce Development to provide and support existing training opportunities, in conjunction with Human Resources and Equal Opportunity, to support and enhance integration of values and practices
Shared Responsibility and Accountability	1. Managers and directors (or equivalents) identify in performance appraisals goals related to integration of diversity, inclusion and workforce development 2. Communicate and build awareness within departments the roles and responsibilities of each employee in supporting and integrating the Framework 3. Determine process to measure individual performance using evaluation criteria (diversity and learning competencies and employee expectations)	• Provide competencies associated with diversity, inclusion and employee development for managers and directors to use when evaluating employees
Education and Training	1. Provide time and encouragement to those interested in developing knowledge and skills to support integration of the Framework	• Provide overview training in conjunction with department • Integrate practices into organizational training sessions • Summarize organizational training opportunities



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Ongoing organization Action Plan

Each plan will contain:

- Activities that align with essential elements
- Support provided by the Department of Diversity, Inclusion & Workforce Development
- Annual reporting

APPENDIX 3 - Roles and Responsibilities

How each employee furthers the diversity, inclusion and workforce development goals is primarily defined by the function they perform within the organization. The employee role applies to all staff, regardless of position. The following provides an overview of the roles and responsibilities of County staff. A corresponding "Diversity, Inclusion and Workforce Development Lens" is provided in Appendix 5 to serve as a tool to assess inclusion awareness and actions for each of these functions.

Board of County Commissioners

- Receiving regular reports on progress toward goals identified in the Framework

County Manager

- Identifying diversity, inclusion and workforce development as part of the organization's vision and values
- Reporting to the BoCC on progress of reaching goals identified in the Framework
- Highlighting areas where revisions are being made and recognition and rewards have taken place

Leadership Team

- Leading by example by participating as visible champions of diversity, inclusion and workforce development principles and actions
- Ensuring the Diversity, Inclusion and Workforce Development Framework is integrated into the County's vision and implement it into new programs, practices, and services
- Identifying diversity, inclusion and workforce development as part of their annual performance appraisal
- Demonstrating leadership and ensuring support for diversity, inclusion and workforce development activities
- Establishing diversity, inclusion and workforce development as a standing item on meeting agendas to monitor progress, address challenges and identify areas deserving of recognition

Department Management Teams

- Leading by example by participating as visible champions of diversity, inclusion and workforce development principles and actions
- Ensuring the Diversity, Inclusion and Workforce Development Framework is integrated into the County's vision and implement it into new programs, practices, and services
- Supporting and empowering employees to implement the Diversity, Inclusion and Workforce Development Framework
- Taking corrective action to address diversity, inclusion and development issues that arise within the department
- Requiring division heads and managers to include diversity, inclusion and workforce development goals in Individual Development Plans
- Establishing diversity, inclusion and workforce development as a standing item on meeting agendas to monitor progress, address challenges and identify areas deserving of recognition

Supervisors/Managers

- Using the Supervisor Lens to create and maintain an inclusive, welcoming work environment for employees and citizens
- Using the Supervisor Lens to identify systemic barriers that exist in workplace practices and suggesting ways to address these barriers. (Working in conjunction with HR and EO offices)
- Working with the Recruitment Coordinator to engage in employment outreach to attract and retain a diverse workforce
- Create mentoring and internship opportunities
- Identifying personal goals related to diversity, inclusion and workforce development in yearly performance appraisal process
- Establishing processes to actively build an inclusive workplace by soliciting ideas and perspectives from staff on ways to increase inclusion of employees in the workplace and increase in citizen access to programs, services and involvement opportunities
- Creating team structures that reflect a diversity of perspectives to achieve objectives of a team
- Recognizing staff members and teams for diversity, inclusion and development successes
- Monitoring, reporting and recognizing departmental diversity, inclusion and workforce development activities

Employees

- Using the Employee Lens to increase their understanding of what is meant by diversity, inclusion and development
- Demonstrating behaviours consistent with the County's diversity, inclusion and development values
- Learning and applying knowledge and skills to:
  - Work in an inclusive and respectful manner
  - Identify and address barriers to inclusion
  - Create and maintain an inclusive, welcoming work environment for coworkers and citizens
  - Create and share innovative solutions that address problems in a positive, customer-focused, inclusive and respectful manner
  - Identify personal goals related to diversity, inclusion and development in yearly performance appraisal process
  - Not tolerating discrimination, harassment or disrespectful behaviour toward anyone

Diversity and Inclusion

- Cultivating community partnerships in an efficient manner by connecting with established community networks to facilitate employment outreach efforts
- Awareness of and incorporation of current hiring trends and best practices
- Providing support to divisions and departments to build awareness of employment outreach opportunities
- Working with the Equal Opportunity Office in data collection and reporting to measure workforce diversity and inclusion and success in the recruitment outreach program
- Supporting and empowering employees to implement the Diversity, Inclusion and Workforce Development Framework

Workforce Development

- Providing a variety of training and development opportunities to ensure that staff at all levels can benefit and use learning on the job
- Providing support to divisions and departments in developing and implementing employee learning goals and objectives
- Utilizing adult learning principles in the design and implementation of any County training program
- Cultivate community partnerships to facilitate employee development efforts
- Providing training in understanding self- and others, teamwork and teambuilding skills, interpersonal skills, communication, conflict resolution and customer service in order to best serve coworkers and citizens
- Providing counseling sessions with individuals and/or groups regarding development of their learning goals
- Providing supervisors and managers with training to promote best practices in managing tasks and leading employees

Human Resources

- Ensuring HR policies, plans, practices and programs support a diverse and inclusive workforce by using the Humans Resources Lens
- Cultivating organizational relationships (unions, EO, DIWD, departments, Leadership) that ensure departments can achieve business operational needs
- Reviewing employment systems to identify and address barriers
- Responding to and addressing complaints
- Awareness and incorporation of current hiring trends and best practices

Equal Opportunity

- Reviewing employment systems to identify and address barriers
- Responding to and addressing employee & citizen complaints
- Providing a variety of internal and external training opportunities to employees and citizen groups to increase awareness of and compliance with diversity, discrimination and inclusion issues
- Providing counseling sessions with individuals and/or groups regarding diversity, discrimination and inclusion
- Providing guidance to divisions and departments

Unions and Associations

- Demonstrate leadership by being respectful of diversity and fostering inclusive union environments
- Demonstrate support for inclusion by providing a balanced approach when participating in complaint and investigation proceedings
- Demonstrate support by building awareness and understanding within their membership of the Diversity, Inclusion and Workforce Development Framework

APPENDIX 4 - Inclusion Lens – A Tool for Alachua County Employees

To effectively serve the broadest segment of the County possible and to attract, train and retain the best employees, the County will:

- Look at how it includes the perspective of the communities we serve, and its own employees and
- Look at how it can build a workforce that broadly reflects the diversity within our communities.

Q: What is an Inclusion Lens?

The Inclusion Lens is a tool to help staff gain greater insight into how each of us can create a more inclusive workplace. It uses a series of questions to help us better understand inclusive behaviour and action. It also helps us reflect on our own behaviours and actions to see how inclusive each of us is.

The Inclusion Lens also helps us analyze our policies, procedures, practices, programs and services to see if they are inclusive of a wide range of individuals and groups.

Q: Why would I use an Inclusion Lens?

You would use an Inclusion Lens to increase your understanding of the actions and behaviours that lead to building a more inclusive workplace and a more inclusive way of delivering programs and services to our citizens.

Q: When do I use the Inclusion Lens?

You can use it at the beginning of a project to help you include the diversity of staff and customers (e.g., hiring or promoting staff, building a team, developing a process, implementing a program)

You can use the Inclusion Lens after you have implemented a process or practice to help assess your success at achieving the goal of including the diversity of staff and customers in your planning and implementation.

Diversity: Alachua County defines diversity as the range of human differences. Each person has layers of diversity, which make his or her perspective unique.

Inclusion: Alachua County defines Inclusion as involving and valuing human differences and viewing such differences as strengths.

Systemic Barriers: These are obstacles or barriers that may not be intended to exclude individuals or even whole communities, but actually do exclude people. Systemic barriers or obstacles can occur when policies and practices, programs and services are created without benefit of a range of perspectives during their development. Using only email to advise citizens of important issues, for example, would exclude all citizens who don't have computer access.

A diverse and inclusive workforce draws on the experiences and views of all its staff to create programs and services that reflect the range of diversity in the communities Alachua County serves.

Q: Which Inclusion Lens do I use?

You may choose to begin with the Inclusion Lens specific to your position and/or function(s). You can review the Inclusion Lens specific to other positions with whom you may also be working or including in your project.


Employee
Lenses



Employee Inclusion Lens

- **For all Alachua County employees, all positions, all functions**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	Can I do more?
1. Be open to differences in values, communication styles and behaviours of individuals from backgrounds different from your own. • Acknowledge people in a friendly manner with common courtesy • Listen carefully to understand what people are saying or asking • Be patient and ask questions politely to improve understanding • Adapt your speaking style and vocabulary for the intended audience	
2. Create a safe and welcoming workplace where people feel secure and are treated with respect. • Promote cooperation and a welcoming environment for all • Promote an environment free of discrimination, harassment and disrespect for all • Work to understand perspectives brought by all individuals • Incorporate a range of perspectives to create innovative solutions • Treat people the way you would like people to treat you • Take time to get to know each new staff member	
3. Reflect on how you react when someone to whom you are providing service, or with who you are working, has practices different from your own. • Are you respectful, helpful, patient? • Did you value their differences? How did you show you value these differences? • Or, were you uncomfortable with their differences? Were you critical, dismissive, or demeaning in your words, behaviours or attitudes? How did you show this? • How did your reaction affect the person? • How did your reaction affect the person's view of the County? • Are there other positive actions you could take? If so, list them here.	
BUILDING SKILLS, KNOWLEDGE AND SELF AWARENESS	
• How does your own background and experiences create opportunities or barriers when you work with or serve people different from you? • Sign up for training opportunities related to diversity and inclusion, serving diverse customers, learning to identify barriers and developing cross-cultural skills • Take positive action to address diversity and inclusion issues that come to your attention.	



Leadership, Management & Supervisory Inclusion Lens No. 1

- **For County staff who supervise and/or hire employees**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	Yes	No
1. Lead by example by creating a respectful work environment • Clearly outline expectations you have of yourself and others in the workplace in terms of creating a respectful, inclusive and non-discriminatory environment • Do you show respect for people from various backgrounds, lifestyles, viewpoints and needs? (e.g., ethnicity, race, gender, creed and sexual orientation)? • Do you implement actions that promote, create and maintain an inclusive, welcoming and cooperative work environment for employees and citizens? What are they? • Do you take the time to get to know each new staff member in your department? • Do you work to understand the perspectives brought by others? • Do you have ways to actively gather input and ideas from staff and citizens? • Do you create teams composed of diverse perspectives representing different levels of staff within your area? • Do you give direct feedback to staff whose behaviour may be considered inappropriate? • Do you acknowledge staff who contribute positively to creating an inclusive workforce?		
2. Provide support • Do you provide time to staff to integrate diversity and inclusion practices and values into plans, programs and services? • Do you encourage staff and provide time to take training and create a development plan?		
3. Evaluate performance. • Do you have a way of gaining insight into problems and successes in your area? • Do you recognize achievements of your staff that create and contribute to creating an inclusive workplace? • Do you take actions to address problems identified in your area? • Are staff evaluations based on criteria you previously outlined to them and ensured they understood?		
BUILDING SKILLS, KNOWLEDGE AND SELF AWARENESS • How does your own background and experiences create opportunities or barriers when you work with or serve people different from you? • Sign up for training opportunities related to diversity and inclusion, serving diverse customers, learning to identify barriers and developing cross-cultural skills • Take positive action to address diversity and inclusion issues that come to your attention.		

Leadership, Management & Supervisory Inclusion Lens No. 2

- **For County staff who supervise and/or hire employees**

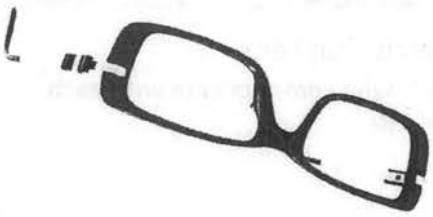
INCLUSIVE HIRING AND RETAINING EMPLOYMENT PRACTICES	Yes	No
Pre-posting • Do you consider what knowledge, skills, experience and diversity would complement your team? • Does your business area generally reflect the diversity of the community? • Do you assess the position to accurately determine if the qualifications required to be successful in the position are valid?		
Posting • Do you build your job requirements & competencies related to diversity and inclusion? For example: o Works to understand perspectives brought by all individuals o Promotes cooperation and a welcoming environment for all • Do you ask HR/Recruitment Coordinator to advertise positions in places other than the conventional locations? (remote job sites, newspapers, professional associations, trade journals, job fairs, in places where individuals of under-represented groups would have access) • Do you engage in employment outreach activities and work with HR/Recruitment Coordinator to attract a wider pool of applicants?		
Interviews • Are interview panels composed of individuals who contribute diverse backgrounds and experience relevant to the position you are trying to fill? • Do interview questions validly test for skills, knowledge and experience relevant to the position you are trying to fill? If unsure, do you seek help from HR? • Do you create a comfortable environment for interview candidates? Are you aware that people from different backgrounds may present different interview behaviour than you are used to seeing? What can you do to adjust your style accordingly?		
Hiring and Retaining • Do you hire, retain, train and promote individuals from diverse backgrounds? • Do you hire and promote staff on the basis of job-related abilities rather than on the basis of personality or personal chemistry? • Do you provide mentoring opportunities in your area? • Do you provide training opportunities in your area? • Do you include diversity and inclusion criteria in performance evaluations of staff?		



Planning & Policy Inclusion Lens

- **For County staff who create plans and policies**

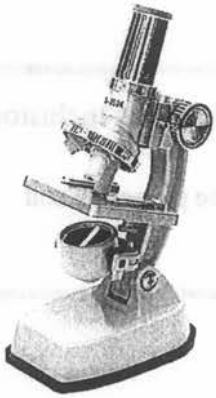
What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	**Yes**	**No**
Gathering information • Do you have current statistics or community demographic profiles to help you better understand the community makeup? • For the plan on which you are working, do you know what the driving need for change is? Are you using the demographic resources above to confirm these drivers? • Are you aware of policies and programs that frequently impact underserved groups, whose awareness of such policies and programs may be low? • Have you identified barriers that prevent or limit underserved groups from participating in the development, or knowing about, specific policies, programs, services or plan?		
Connecting with Citizens • Are public involvement processes accessible to persons in wheelchairs, seniors or others with mobility or other disabilities? • Are public involvement processes easy to get to by public transportation? • Is there a need to make available translation services for persons who speak languages other than English, who are blind or deaf? • Is there a need for childcare when hosting a public involvement process? • Do you recognize and use the knowledge and expertise of staff that have insight into the audience you are targeting by involving these staff in the design/review process? • Do you engage community leaders from a variety of groups, including the hard to reach groups, when information gathering or conducting needs assessments; planning or policy development and evaluation opportunities? • Are you participating in networks, internally and externally, to improve your ability to connect with residents in an effective and efficient way? For example: mass surveys may work for certain citizens, connecting with residents via agencies may work for other citizens Different areas within the organization have relationships with different agencies or communities of interest. Tapping into these networks can help you connect with groups other than those you might already reach.		



Program Development and Services Inclusion Lens

- **For County staff who create programs and services for citizens**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	**Yes**	**No**
Gathering information • Do you have current statistics or community demographic profiles to help you better understand the community makeup such as family size, languages spoken and age? • For the plan on which you are working, do you know what is the driving need a new/revised program or service? Are people requesting it? Is your area receiving complaints which a new program or service may address? • Do you know what other programs or services are offered for, and used by, the audience for whom you are developing the new program or service? • Do you know what barriers exist that prevent or limit your targeted audience from participating in the existing programs or services • Do you know what other areas within the organization may be impacted by the program or service or who may be able to assist with its development?		
Involving Residents • Do you initiate public involvement processes when creating new programs or services? • Do you recognize and use the knowledge and expertise of staff that have insight into the audience you are targeting by involving these staff in the design/review process? • Do you connect with agencies, groups or outside experts who have insights or work with the audience you are trying to reach to ensure program development is appropriate? • Do you engage community leaders for the target audience in the: o Planning and needs assessment phases, o Development, implementation and evaluation phases?		
Development, Implementation and Evaluation • Do programs and services adapt to and respond to expressed needs such as: o Easy access to transportation o Respect for faith or spiritual practices, dietary or translation needs o Seeking input from participants following a program or service o Advertising in various formats and venues in order to reach intended audience o Engaging with those who do not participate to find out what barriers they might face		



Communications Inclusion Lens

- **For County staff who communicate with each other or the public**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	Yes	No
Access to Information • Is the existing information available to the public up to date? • Is this information in something easy to transport and carry (brochure)? • Is there information available on the role of the County and/or specific functions/departments? • Is information easily found? • Is information about the County located outside the organization such as at agencies, organizations that serve diverse groups? Do you know where or how it is being used? • Is this information accessible in the workplace? • Is this information in different formats – online, print, other languages, etc.? • Is information regarding other cultures, languages, etc., used in the development of relevant communication materials?		
Language • Are materials and information presented in plain language? • Are brochures brief and to the point? • Does the County have current statistics on languages other than English spoken in the community? • Is there a budget allocated for translation services? • Are existing materials regularly reviewed and assessed for bias and appropriate changes made?		
Visuals • Does the County have pictures/posters depicting diversity in the workplace and visible to guests? • Do photographs used in communication materials represent the diversity in the community? • Are the positions of individuals from underserved groups portrayed equitably (who's in the foreground, first/last, served or being served)? • Do County calendars represent dates of significance recognized by various religions and cultures in the community?		



Human Resources/Recruitment Inclusion Lens

- **For County staff who recruit people to work for the County**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	**Yes**	**No**
General • Are employment practices reviewed on a regular basis to identify possible barriers in recruitment, hiring, promotion and retention of diverse staff? • Are employment practices documented and accessible for reference and to encourage consistency in practice?		
Job Classification • Do you assess if the basic job requirements are bona fide and valid to predict successful job performance?		
Recruitment • Do you review position requirements (education and experience) with hiring supervisor to ensure appropriate job classification is chosen? • Are basic job requirements consistently applied when advertising for the same position and level? • Are job advertisements written in easy to read, non-bureaucratic, plain language designed to attract a wider pool of applicants?		
Outreach • Aside from conventional methods, are positions advertised in remote work site locations, community agencies, professional associations, job fairs, internet or educational institutions for staff, temporary and intern positions, and in places where large numbers of underrepresented groups would access? • Are mechanisms in place to consult and collaborate with under-represented groups in the recruitment process?		
Interview Skills – Required for All Employees • Shows respect for differences in backgrounds, viewpoints and needs in reference to areas such as age, gender, sexual orientation, ethnicity, faith and family status • Promotes cooperation, collaboration and creates a welcoming environment for all • Works to understand perspectives brought by all individuals • Values differences as strengths		

Human Resources/Recruitment Inclusion Lens

- **For County staff who recruit people to work for the County**

What can you do to respect diversity and build an inclusive workplace for yourself, coworkers and citizens?	Yes	No
Testing and Screening • Are tests/screening tools validated for job-relatedness? • Are tests/screening tools examined for cultural, gender, age, racial or other biases? • Are tests and interview locations accessible in physical and geographical terms? • Are selection test materials made available in various media to accommodate applicants' needs (e.g., Braille, tapes for hearing impaired)? • Does the interview/selection process tend to screen more for "personal suitability"?		
Supporting the Hiring Supervisor • Are managers and interviewers aware of individual and collective responsibility to be aware of human rights, equal opportunity and discrimination legislation? • When used, are interview panels composed of individuals who contribute diverse backgrounds, perspectives, experience of individuals who possess diversity and inclusion competencies?		
Union Relations • Are recruitment policies, practices communicated to and involve unions, managers and employees when revised?		

APPENDIX 5 – PERFORMANCE MEASUREMENT TABLE

L Long-term (3-5 years) S Short-term (1-2 years)

Actions	Activities	Performance Indicators	Desired Outcomes	Data Collection
Have a workforce broadly reflective of the community.	• Conduct hiring outreach • Review recruitment, development, retention practices to ensure barriers to employment and employee success are identified and addressed (Lens) • Create mentoring opportunities across the organization	• Percent of applicants satisfied with the service provided by HR during the employment application process • Percent of hiring supervisors satisfied with their interactions with HR during the hiring process • Training participation and satisfaction rates • Percent increase in the diversity of the workforce	• Attract, recruit and retain a qualified and diverse workforce	• HR applicant and supervisor surveys • Workforce Analysis and Census Data • Training satisfaction evaluations
Address inclusion barriers within organizational systems	• Build awareness of Diversity and Inclusion Lens for each area • Apply Diversity and Inclusion Lens to identify barriers in policies, plans, practices, programs and services • Create and implement plans to address identified barriers	• Diversity and Inclusion Lens training participation numbers • # of training sessions offered	• Use of the Lens drives policies, programs, practices and services L S • Barriers to inclusion are eliminated when identified L • Staff report increased ability to identify and address barriers L S	• Department reports

PERFORMANCE MEASUREMENT TABLE

L Long-term (3-5 years) S Short-term (1-2 years)

Actions	Activities	Performance Indicators	Desired Outcomes	Data Collection
Have a workforce skilled at working in an inclusive manner with one another and with the community	• Revitalize and reissue the County's values • Review and update (if required) procedures to address inappropriate actions/behaviours by employees • Create and disseminate a Communication Plan to increase employee awareness of diversity and inclusion goals, expectations and roles • Implement Education and Training Program	• # of complaints and grievances received related to inappropriate/ disrespectful behaviour • # of successful workplace accommodations implemented	• An inclusive workplace free of discrimination and harassment L S • Staff are more informed about respectful behaviour, County's values, goals, roles and expectations L S	• Track reports, complaints, grievances and number of investigations annually • Post-training evaluations
Create /update programs which meet the diverse needs of those we serve	• Diversity and Inclusion Lens applied where appropriate • Processes are established to actively solicit perspectives and ideas from staff	• Project team membership reflects diverse levels, backgrounds and perspectives of staff • Team/staff documentation of use of Diversity and Inclusion Lens • Departments/teams develop means to solicit employee ideas	• Staff report contributing ideas and perspectives using established processes S Staff report increased ability to solicit ideas and receiving feedback regarding ideas L S	• Department reports • Employee Engagement Survey

APPENDIX 6 – Legislation, Diversity Standards, Ordinances, Etc.

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NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), **Alachua County Board of County Commissioners (Alachua County)** will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: **Alachua County** does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: **Alachua County** will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in county programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: **Alachua County** will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in county offices and facilities, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of **Alachua County,** should contact the:

Alachua County Equal Opportunity Office
105 SE 1st Avenue
Gainesville, Fl 32601
Phone: (352) 374-5275; TDD: (352) 374-5284
Fax: (352) 338-3205

as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require **Alachua County** to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity is not accessible to persons with disabilities should be directed to:

Jacqueline Chung, ADA Coordinator
Alachua County Equal Opportunity Office
Phone: (352) 374-5275; TDD: (352) 374-5284
Email: jac@alachuacounty.us

Alachua County will not place a surcharge on persons with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.



ALACHUA COUNTY
Non-Discrimination Public Notice and Assurance

Alachua County values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, Alachua County does not tolerate discrimination in any of its programs, services or activities. Alachua County will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, religion, disability, income or family status.

Limited English Proficiency (LEP) Guidance

In accordance with Title VI of the Civil Rights Act of 1964, Alachua County will make reasonable efforts to ensure its programs, services and activities are meaningfully accessible to those who do not speak English proficiently. Alachua County will utilize its bilingual employees, community groups, and other language service providers to provide oral interpretation and translation of program documents, as required. To determine if or when alternate language usage is required for meaningful access, Alachua County will assess the program, service or activity using the following four factors.

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by Alachua County programs, services or activities.
2. The frequency with which LEP individuals come in contact with these programs, services or activities.
3. The nature and importance of the program, service, or activity to people's lives and;
4. The resources available to Alachua County and costs.

Persons requiring special language services, or anyone who believes that he or she has been subjected to discrimination based on race, color, national origin, sex, age, religion, disability or family status should contact the Alachua County Title VI Coordinator:

Jacqueline Chung
105 SE 1st Avenue, Suite 1
Gainesville, FL 32601
(352) 374-5275 (voice)
(352) 374-5284 (TDD)
(352) 338-3205 (fax)
or email: jac@alachuacounty.us

U.S. Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

May 21, 2010

Jacqueline A. Chung
Equal Opportunity Manager
Alachua County Equal Opportunity Office
Alachua County BOCC

Re: Equal Employment Opportunity Plan (EEOP) for
Alachua County

Dear Ms. Chung:

The Office for Civil Rights, Office of Justice Programs has reviewed and approved the EEOP Short Form that you submitted in accordance with the provisions of your current grant awards. The plan that you submitted conforms to the online Seven-Step Guide to the Design and Development of an Equal Employment Opportunity Plan, which provides the essential information that the Department of Justice requires for our initial screening of your EEOP. The Department of Justice regulations for developing a comprehensive EEOP may be found at 28 CFR § 42.301 *et Seq.* Your approved plan is effective for two years from the date of theis letter, and satisfies the EEOP requirement for any subsequent grant awards received during the two-year period.

If you have any questions regarding this matter, please contact the Office for Civil Rights at (202) 307-0690.

Sincerely,

Michael L. Alston
Director
Office for Civil Rights

Alachua County
Department of Administrative Services
Equal Opportunity Division

December 7, 2009

Ms. Deborah Cooper
Equal Employment Opportunity Specialist
U.S. Department of Justice
Office for Civil Rights
810 7th Street, NW
Washington, DC 20531

Dear Ms. Cooper:

Please see attached the 2009 Equal Employment Opportunity Plan (EEOP) for Alachua County.

Please give me a call at (352) 264-6955 (direct line) if you have any questions.

Sincerely,

Jacqueline Chung

Jacqueline Chung
Interim Equal Opportunity Manager

Attachment: 2009 EEOP

105 S.E. 1st Avenue, Suite 1 ■ P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5275 ■ Fax (352) 338-3205
*1-866-822-5103 (toll free) ■ TDD (352) 374-5284 ■ **Home** Page: www.alachuacounty.us*

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

EEOP Short Form

Mon Dec 07 16:09:23 EST 2009

Step 1: Introductory Information

Grant Title:	No Wrong Door	**Grant Number:**	2009-D1-BX-0288
Grantee Name:	Alachua County Board of County Commissioners	**Award Amount:**	$550,000.00
Grantee Type:	Local Government Agency		
Address:	12 SE 1st Street Gainesville, Florida 32601		
Contact Person:	Jim Santangelo	**Telephone #:**	352-491-4634
Contact Address:	249 W University Ave. Gainesville, Florida 32601		
DOJ Grant Manager:	Naydine Fulton-Jones	**DOJ Telephone #:**	202-514-6661

Grant Title:	Enhanced Drug Treatment for Pretrial Defendants and Probationers	**Grant Number:**	2009-DJ-BX-1325
Grantee Name:	Alachua County Board of County Commissioners	**Award Amount:**	$106,709.00
Grantee Type:	Local Government Agency		
Address:	12 SE 1st Street Gainesville, Florida 32601		
Contact Person:	Jim Santangelo	**Telephone #:**	352-491-4634
Contact Address:	249 W University Ave. Gainesville, Florida 32601		
DOJ Grant Manager:	Tracy Williams	**DOJ Telephone #:**	202-514-1499

Grant Title:	Criminal Justice Diversion Resource Coordinator	**Grant Number:**	2008-DD-BX-0664
Grantee Name:	Alachua County Board of County Commissioners	**Award Amount:**	$178,870.00
Grantee Type:	Local Government Agency		
Address:	12 SE 1st Street Gainesville, Florida 32601		
Contact Person:	Tom Tonkavich	**Telephone #:**	352-491-4650

Contact Address:	249 W University Ave. Gainesville, Florida 32601		
DOJ Grant Manager:	Naydine Fulton-Jones	**DOJ Telephone #:**	202-514-6661

Grant Title:	Victims of Crime Act	**Grant Number:**	09106
Grantee Name:	Alachua County Board of County Commissioners	**Award Amount:**	$153,647.00
Grantee Type:	Local Government Agency		
Address:	12 SE 1st Street Gainesville, Florida 32601		
Contact Person:	Loretta Golden	**Telephone #:**	352-264-6760
Contact Address:	218 SE 24th Street Gainesville, Florida 32641		
State Granting Agency:	Office of the Attorney General, Bureau of Advocacy & Grants Management	**Grant Number:**	09106
Contact Name:	Sandra Tyson		
Contact Address:	PL-01, The Capitol Tallahassee, Florida 32399		
Telephone #:	850-414-3375		

Grant Title:	Grants to Encourage Arrest Policies and Enforcement of Protection Orders	**Grant Number:**	2007-WE-AX-0054
Grantee Name:	Alachua County Board of County Commissioners	**Award Amount:**	$49,414.00
Grantee Type:	Local Government Agency		
Address:	12 SE 1st Street Gainesville, Florida 32601		
Contact Person:	Loretta Golden	**Telephone #:**	352-264-6760
Contact Address:	218 SE 24th Street Gainesville, Florida 32641		
State Granting Agency:	City of Gainesville Police Department	**Grant Number:**	2007-WE-AX-0054

Contact Name:	Captain Lynne Benck
Contact Address:	721 NW 6th Street Gainesville, Florida 32601
Telephone #:	352-334-2476

Grant Title:	Problem Oriented Policing	**Grant Number:**	2009-JAGC-ALAC-3-T7-138
Grantee Name:	Alachua County Board of County Commissioners	**Award Amount:**	$28,016.00
Grantee Type:	Local Government Agency		
Address:	12 SE 1st Street Gainesville, Florida 32601		
Contact Person:	Kelly Amerson	**Telephone #:**	352-367-4031
Contact Address:	2621 SE Hawthorne Rd Gainesville, Florida 32641		
State Granting Agency:	Fl Department of Law Enforcement	**Grant Number:**	
Contact Name:	Lucinda Coverston		
Contact Address:	2331 Phillips Road Tallahassee, Florida 32308		
Telephone #:	850-617-1268		

Grant Title:	COMSTAT Tactical Unit	**Grant Number:**	2007-DJ-BX-1383
Grantee Name:	Alachua County Board of County Commissioners	**Award Amount:**	$92,059.00
Grantee Type:	Local Government Agency		
Address:	12 SE 1st Street Gainesville, Florida 32601		
Contact Person:	Kelly Amerson	**Telephone #:**	352-367-4031
Contact Address:	2621 SE Hawthorne Road Gainesville, Florida 32641		
DOJ Grant Manager:	Naydine Fulton-Jones	**DOJ Telephone #:**	202-514-6661

Grant Title:	COMSTAT Tactical Unit	**Grant Number:**	2008-DJ-BX-0068
Grantee Name:	Alachua County Board od County Commissioners	**Award Amount:**	$31,715.00
Grantee Type:	Local Government Agency		
Address:	12 SE 12th Street Gainesville, Florida 32601		
Contact Person:	Kelly Amerson	**Telephone #:**	352-364-4031
Contact Address:	2621 SE Hawthorne Road Gainesville, Florida 32641		
DOJ Grant Manager:		**DOJ Telephone #:**	

Grant Title:	Project Administration	**Grant Number:**	2009-JAGC-ALAC-4-T7-131
Grantee Name:	Alachua County Board of County Commissioners	**Award Amount:**	$5,890.00
Grantee Type:	Local Government Agency		
Address:	12 SE 1st Street Gainesville, Florida 32601		
Contact Person:	Kelly Amerson	**Telephone #:**	352-367-4031
Contact Address:	2621 SE Hawthorne Road Gainesville, Florida 32641		
State Granting Agency:	FL Department of Law Enforcement	**Grant Number:**	
Contact Name:	Lucinda Coverston		
Contact Address:	2331 Phillips Road Tallahassee, Florida 32308		
Telephone #:	850-617-1268		

Policy Statement:

The Board of County Commissioners will provide a work environment that is free from discrimination and harassment based on race, color, religion, age, sex, marital status, national origin, disability, sexual orientation or political affiliation, including such conduct from vendors, customers or others who enter our workplace. Discrimination against any person in recruitment, examination, appointment, training, promotion, or any other employee action because of political or religious opinions or affiliations or because of race, color, age, sex, marital status, national origin, disability or sexual orientation is prohibited. Veteran's preference shall be given to eligible veterans in acccordance with Florida Statutes.

Step 4b: Narrative Underutilization Analysis

For the purposes of this Equal Employment Opportunity plan, negative utilization rates of -3.0% or greater will be considered notable under-representation. The utilization analysis of the Countys workforce shows the under-representation of females and minorities in the following job categories:

(1) White females are under-represented in all job categories except for Administrative Support.

(2) Black or African American females are under-represented in Technicians, Protective Services (Sworn and non-Sworn) and Service Maintenance.

(3) Hispanic females are under-represented in Technicians, Protective Services (non-Sworn), Administrative Support and Service Maintenance.

(4) Black or African American males are under-represented in Protective Services (Sworn and non-Sworn).

(5) Hispanic males are under-represented in Administrative Support and Skilled Craft.

(6) Asian males are under-represented in Professionals.

Step 5 & 6: Objectives and Steps

1. Conduct special recruitment efforts to correct under-representation of females and minorities.

a. * Conduct a workforce analysis to identify (by department) job classifications that will be designated for special recruitment.
* Notify the hiring department when a vacant position is designated for special recruitment and monitor the recruitment and selection process.
* Advertise executive, management and high-level professional vacancies in female and minority professional newsletters in the relevant fields.
* Review the promotional practices within the departments to encourage upward mobility opportunities.
* Continue the special recruitment program specifically designed for Fire-Rescue positions.

Step 7a: Internal Dissemination

1. Once the EEOP is approved by the Department of Justice, a pdf copy will be posted on the County's intranet, the internal electronic communication system for the County.

2. The list of positions designated for special recruitment, broken down by department, will also be posted on the intranet.

3. A hard copy of the EEOP will be kept on file in the Equal Opportunity, Human Resources and County Manager's Offices.

4. Each department will receive a hard copy of the EEOP and their department specific list of targeted positions.

5. The Equal Opportunity Office will brief departmental representatives at the quarterly HR Liaisons meetings on the EEOP and the Special Recruitment program.

Step 7b: External Dissemination

1. A pdf file of the EEOP will be posted on the County's internet, on the Equal Opportunity webpage, for access by the public.

2. Copies of the EEOP will be available to the public at the Alachua County Public Library HQ and all the branches throughout the County.

Utilization Analysis Chart

Relevant Labor Market: Alachua County, Florida

Job Categories	Male							Female						
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races
Officials/Administrators														
Workforce #/%	30/57%	0/0%	4/8%	0/0%	0/0%	0/0%	0/0%	12/23%	0/0%	6/11%	0/0%	0/0%	0/0%	1/2%
CLS #/%	6,885/51%	290/2%	545/4%	25/0%	210/2%	0/0%	35/0%	4,460/33%	285/2%	540/4%	20/0%	125/1%	0/0%	55/0%
Utilization #/%	6%	-2%	4%	-0%	-2%	0%	-0%	-10%	-2%	7%	-0%	-1%	0%	1%
Professionals														
Workforce #/%	108/41%	9/3%	13/5%	0/0%	2/1%	2/1%	2/1%	87/33%	4/2%	33/12%	0/0%	2/1%	0/0%	3/1%
CLS #/%	12,575/40%	805/3%	870/3%	10/0%	1,260/4%	0/0%	95/0%	12,185/39%	840/3%	1,545/5%	25/0%	925/3%	4/0%	115/0%
Utilization #/%	1%	1%	2%	-0%	-3%	1%	0%	-6%	-1%	8%	-0%	-2%	-0%	1%
Technicians														
Workforce #/%	72/68%	4/4%	1/1%	0/0%	1/1%	1/1%	1/1%	20/19%	1/1%	1/1%	2/2%	1/1%	0/0%	1/1%
CLS #/%	1,425/34%	115/3%	115/3%	4/0%	130/3%	10/0%	10/0%	1,820/44%	150/4%	255/6%	10/0%	95/2%	0/0%	20/0%
Utilization #/%	34%	1%	-2%	-0%	-2%	1%	1%	-25%	-3%	-5%	2%	-1%	0%	0%
Protective Services: Sworn														
Workforce #/%	112/79%	1/1%	16/11%	0/0%	0/0%	1/1%	0/0%	7/5%	1/1%	4/3%	0/0%	0/0%	0/0%	0/0%
CLS #/%	1,275/57%	60/3%	390/18%	0/0%	20/1%	0/0%	15/1%	265/12%	20/1%	180/8%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	22%	-2%	-6%	0%	-1%	1%	-1%	-7%	-0%	-5%	0%	0%	0%	0%
Protective Services: Non-sworn														
Workforce #/%	6/50%	1/8%	1/8%	0/0%	0/0%	0/0%	0/0%	4/33%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Civilian Labor Force #/%	55/31%	0/0%	20/11%	0/0%	0/0%	0/0%	0/0%	75/42%	8/5%	15/8%	0/0%	4/2%	0/0%	0/0%
Utilization #/%	19%	8%	-3%	0%	0%	0%	0%	-9%	-5%	-8%	0%	-2%	0%	0%
Administrative Support														
Workforce #/%	12/10%	0/0%	4/3%	0/0%	0/0%	0/0%	0/0%	80/64%	1/1%	27/22%	0/0%	0/0%	0/0%	1/1%
CLS #/%	7,295/26%	745/3%	1,195/4%	10/0%	280/1%	0/0%	50/0%	13,650/48%	1,220/4%	3,495/12%	40/0%	365/1%	15/0%	140/0%
Utilization #/%	-16%	-3%	-1%	-0%	-1%	0%	-0%	16%	-3%	9%	-0%	-1%	-0%	0%
Skilled Craft														

Job Categories	Male							Female						
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races
Workforce #/%	63/66%	1/1%	31/33%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	5,395/78%	305/4%	800/12%	10/0%	45/1%	0/0%	30/0%	205/3%	15/0%	90/1%	0/0%	30/0%	0/0%	0/0%
Utilization #/%	-12%	-3%	21%	-0%	-1%	0%	-0%	-3%	-0%	-1%	0%	-0%	0%	0%
Service/Maintenance														
Workforce #/%	22/47%	1/2%	15/32%	1/2%	0/0%	0/0%	1/2%	4/9%	0/0%	3/6%	0/0%	0/0%	0/0%	0/0%
CLS #/%	8,740/36%	880/4%	3,510/15%	55/0%	270/1%	10/0%	90/0%	6,400/27%	710/3%	2,995/12%	25/0%	240/1%	0/0%	125/1%
Utilization #/%	10%	-2%	17%	2%	-1%	-0%	2%	-18%	-3%	-6%	-0%	-1%	0%	-1%

I understand the regulatory obligation under 28 C.F.R. 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEOP Short Form.

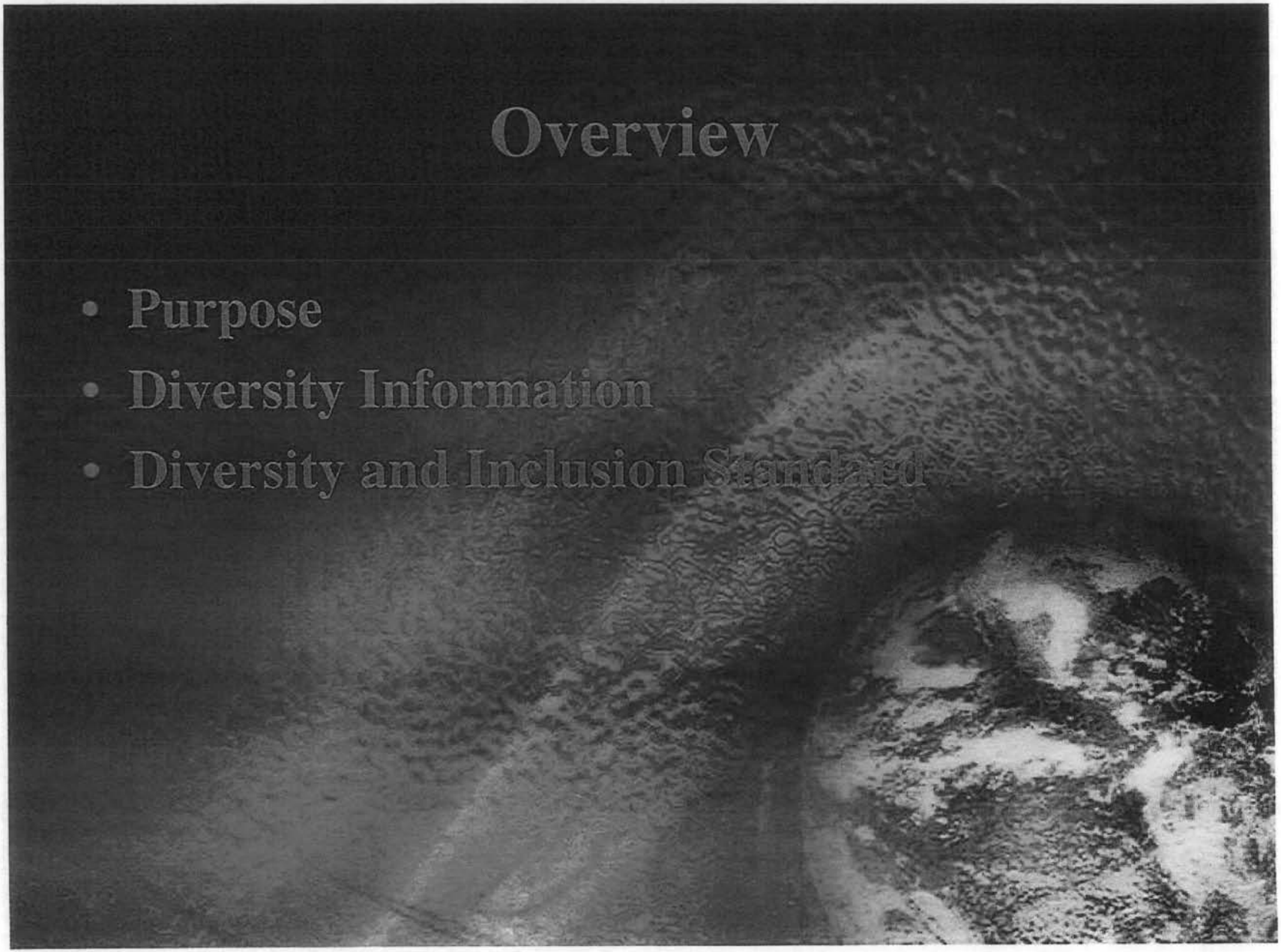
I have reviewed the foregoing EEOP Short Form and certify the accuracy of the reported workforce data and our organization's employment policies.

Jacqueline Chung — 12/7/09

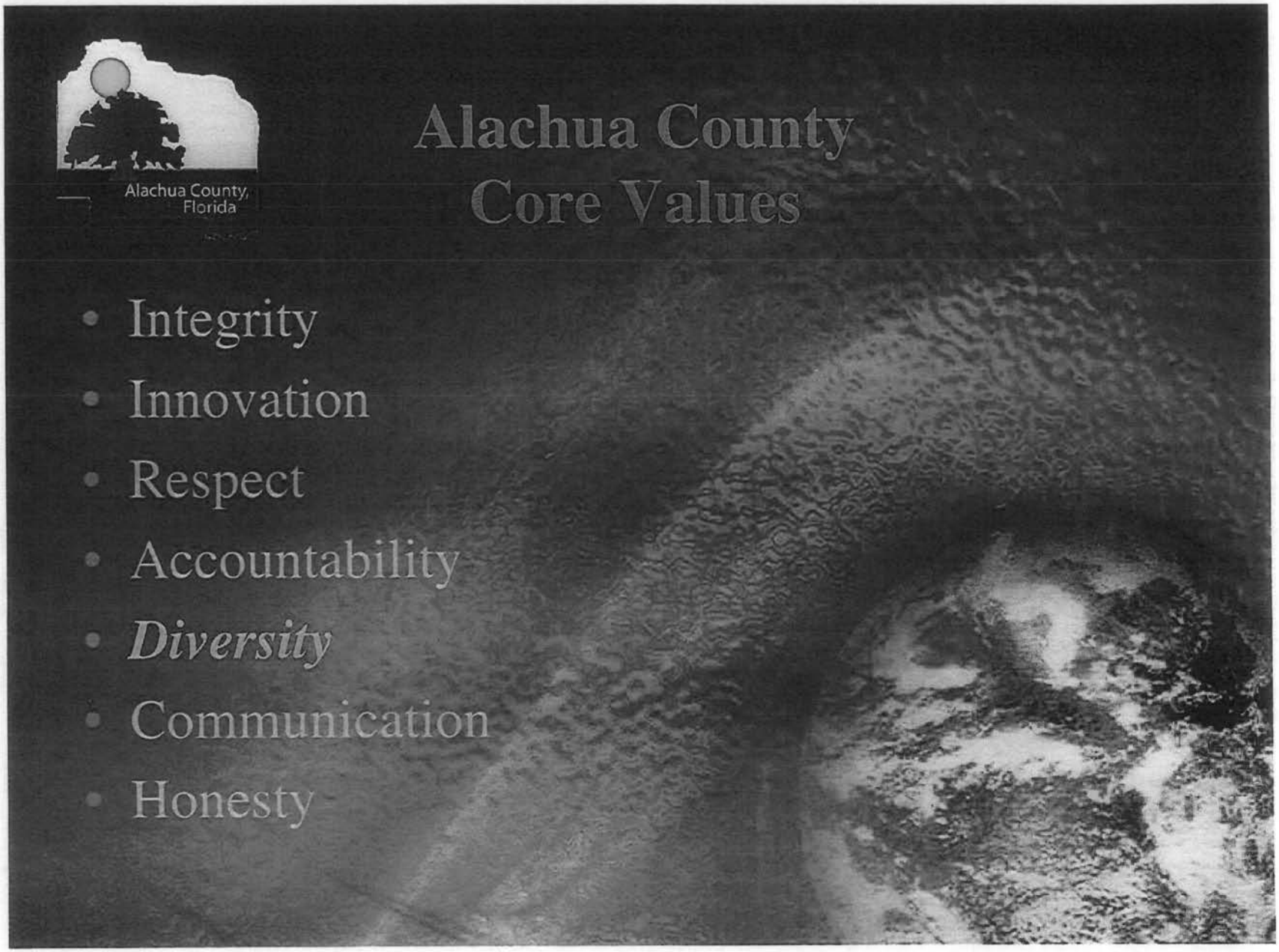
[signature] [title] [date]

Interim Equal Opportunity Manager

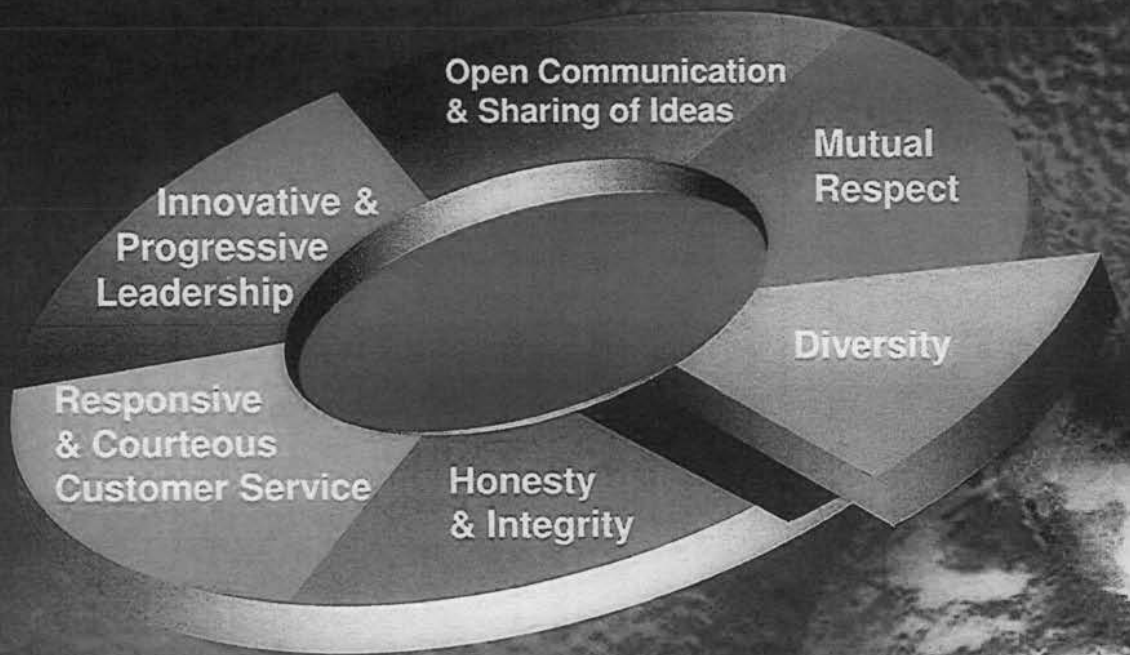

Alachua County,
Florida
Alachua County
Diversity and Inclusion
Standard


Overview
• Purpose
• Diversity Information
• Diversity and Inclusion Standard


Alachua County,
Florida
"Creating Respect for
People and Place"
• We are committed to fostering an environment that is inclusive of our co-workers and the communities we serve. Alachua County personnel policies, practices, programs and services should reflect this commitment.
• Vision success is dependent upon mutual respect, open communication and empowerment of employees and citizens.


Alachua County, Florida
Alachua County
Core Values
Integrity
Innovation
Respect
Accountability
Diversity
Communication
Honesty

Alachua County Vision Components

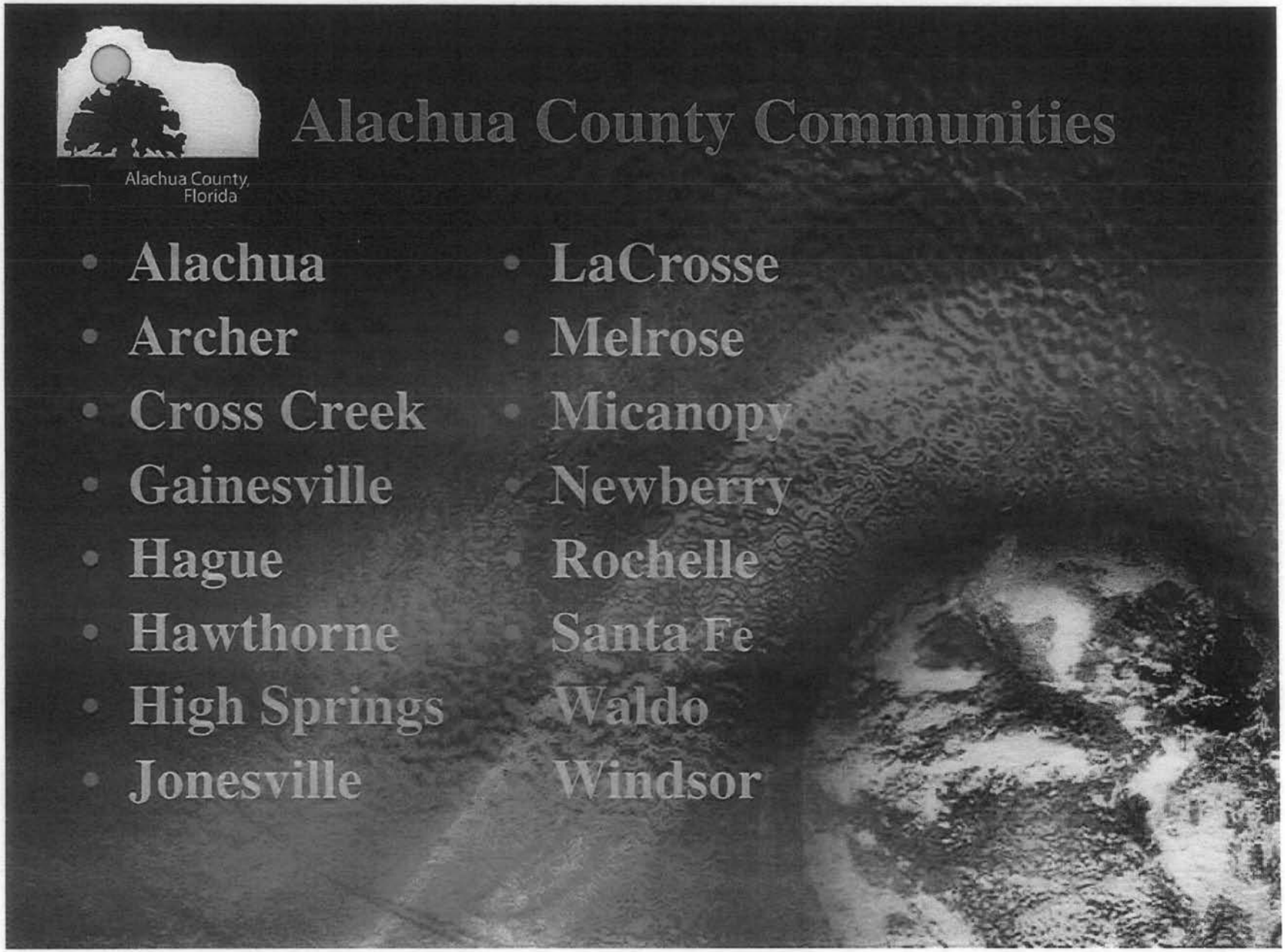


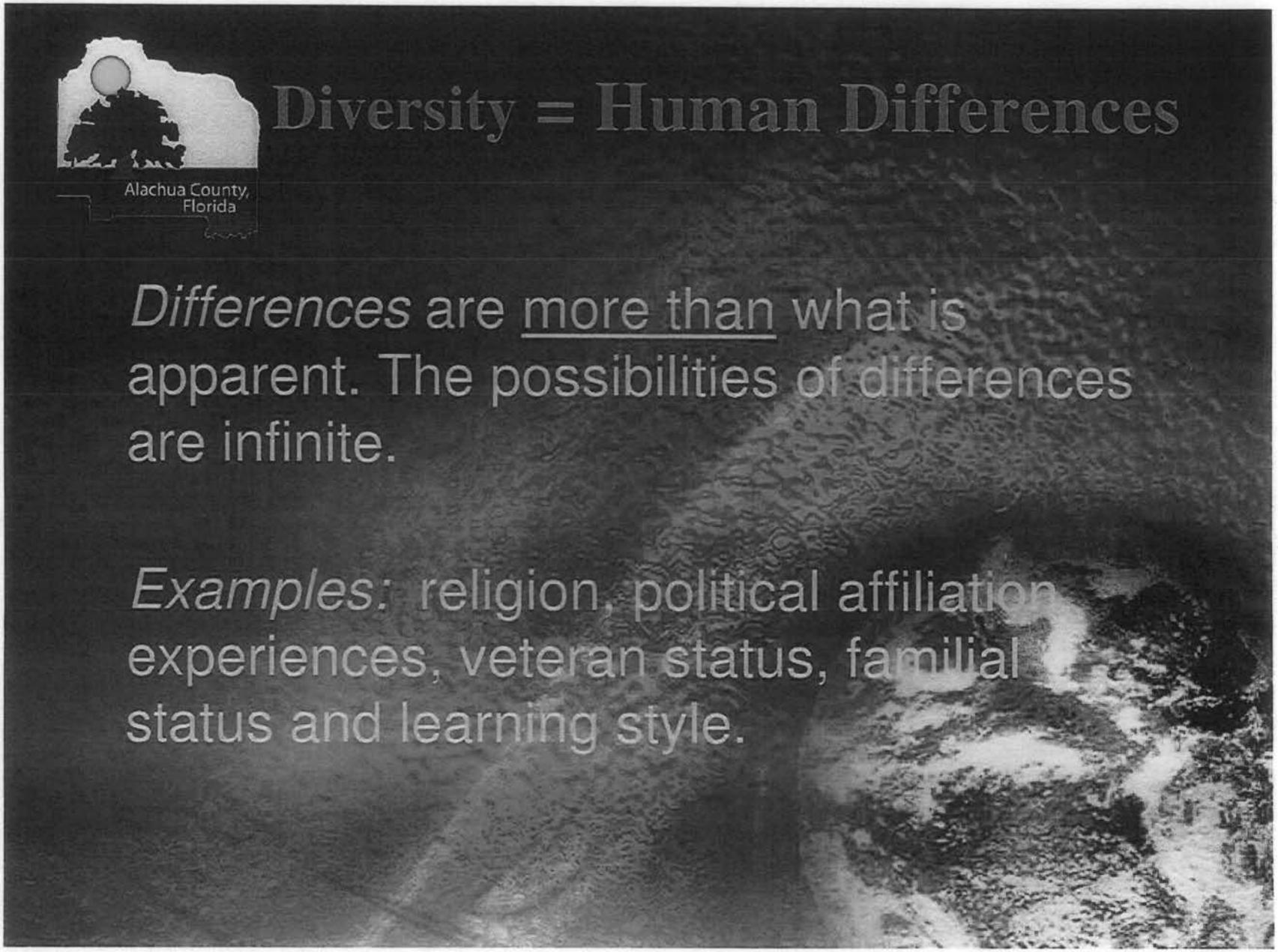
Alachua County Government

The greater the diversity of our employees, the greater our ability to serve our diverse communities.



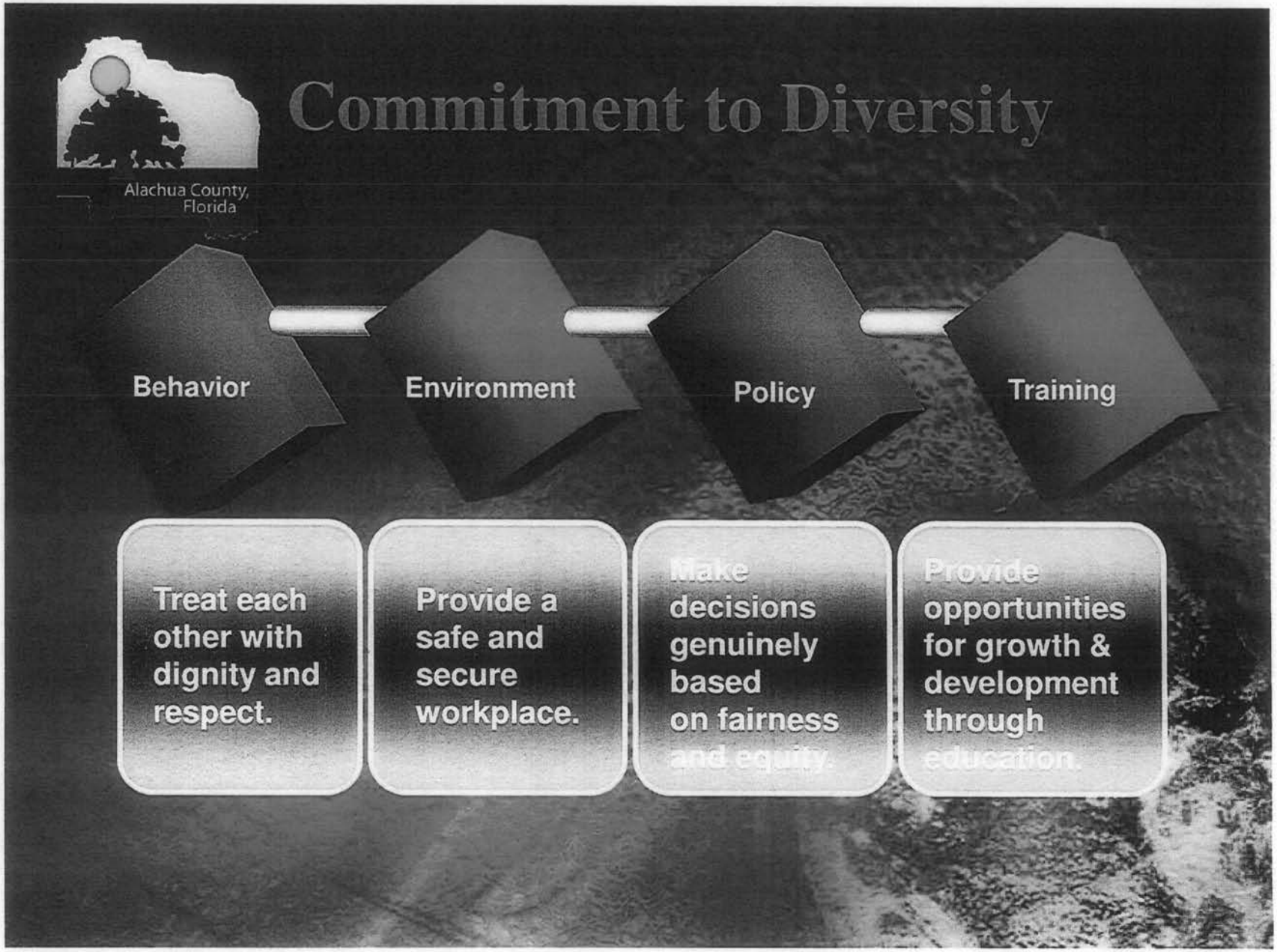
- SOCIO-ECONOMIC BACKGROUND
- CULTURE
- PASSION
- EXPERIENCE

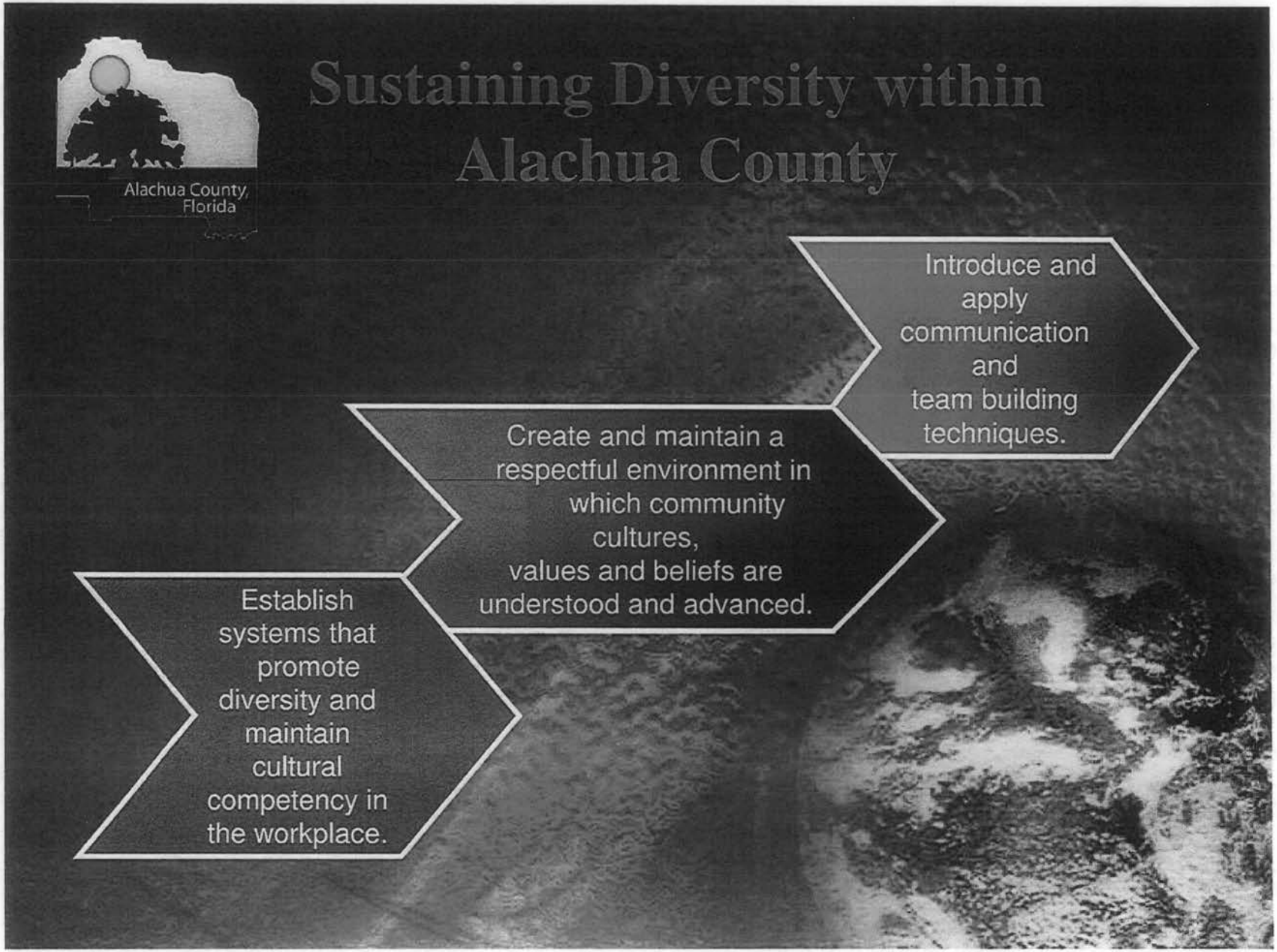

Alachua County, Florida
Alachua County Communities
Alachua
Archer
Cross Creek
Gainesville
Hague
Hawthorne
High Springs
Jonesville
LaCrosse
Melrose
Micanopy
Newberry
Rochelle
Santa Fe
Waldo
Windsor

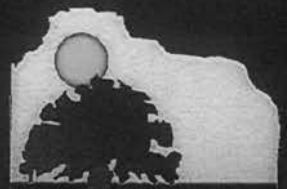

Alachua County, Florida
Diversity = Human Differences
Differences are more than what is apparent. The possibilities of differences are infinite.
Examples: religion, political affiliation, experiences, veteran status, familial status and learning style.

Building Blocks ⟺ Stumbling Blocks

Identity Factors				
Talents	*Experiences*	*Culture*	*Name*	*Religion*
Familial Status	*Political Affiliation*	*Learning Style*	*Health*	*National Origin*
Marital Status	*Sexual Orientation*	*Race*	*Speaking Accent*	*Gender*
Beliefs	*Educational Level*	*Attire*	*Appearance*	*Veteran Status*
Habits	*Organizational Membership*	*Language*	*Intelligence*	*Economic Level*


Alachua County, Florida
Commitment to Diversity
Behavior
Environment
Policy
Training
Treat each other with dignity and respect.
Provide a safe and secure workplace.
Make decisions genuinely based on fairness and equity.
Provide opportunities for growth & development through education.


Alachua County, Florida
Sustaining Diversity within Alachua County
Introduce and apply communication and team building techniques.
Create and maintain a respectful environment in which community cultures, values and beliefs are understood and advanced.
Establish systems that promote diversity and maintain cultural competency in the workplace.



Systems and Organizations

- Constituency
- Mission
- Principles
- Resources, Structure, Power
- Personnel
- Policies, Procedures, Programs, Services

Diversity Programs



- Annual EO Conference
- Diversity Training
- Hiring/Selection Process Review
- Multicultural Calendar
- Community Outreach

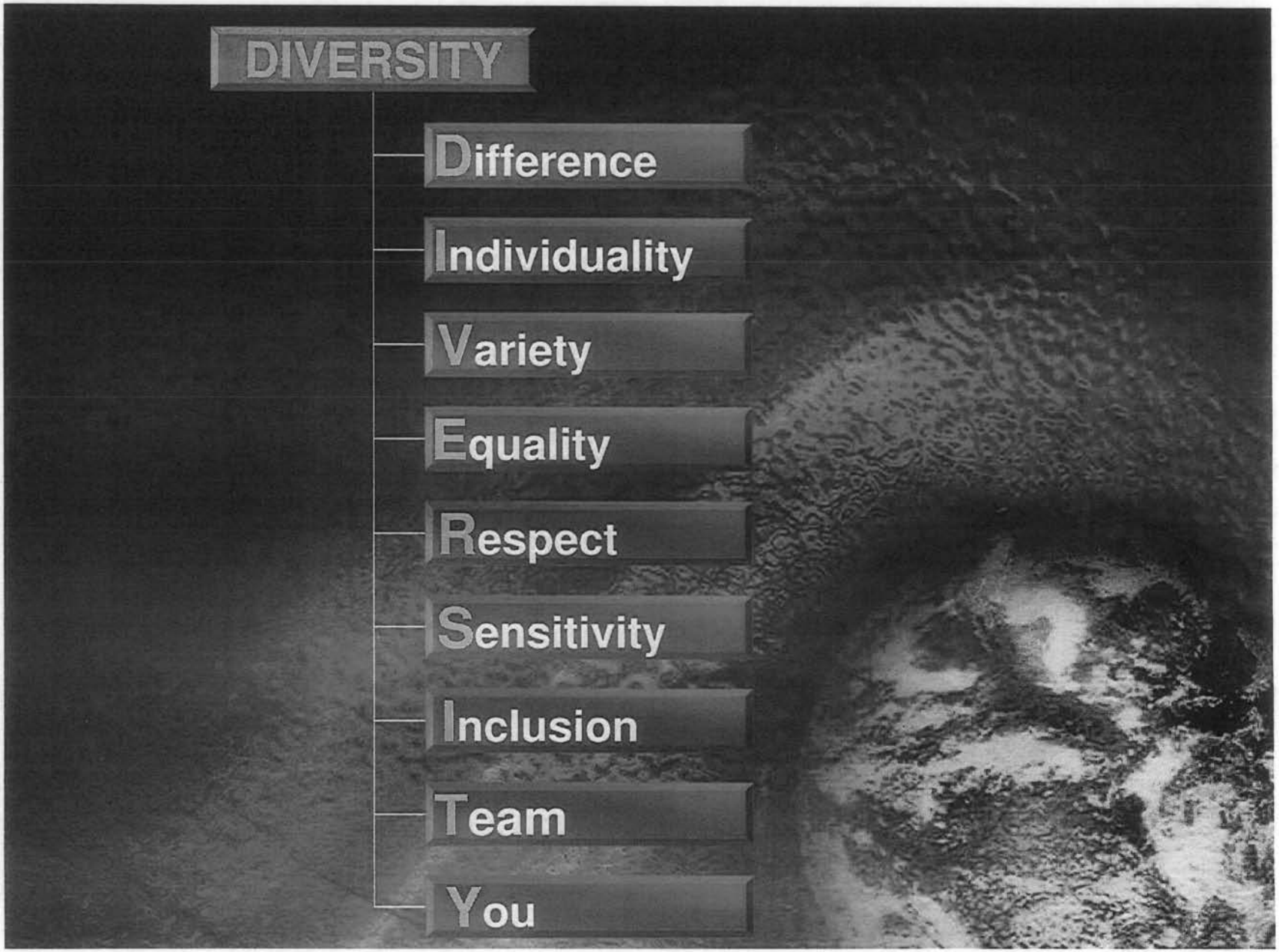
Employee Equal Opportunity Advisory Committee (EOAC)

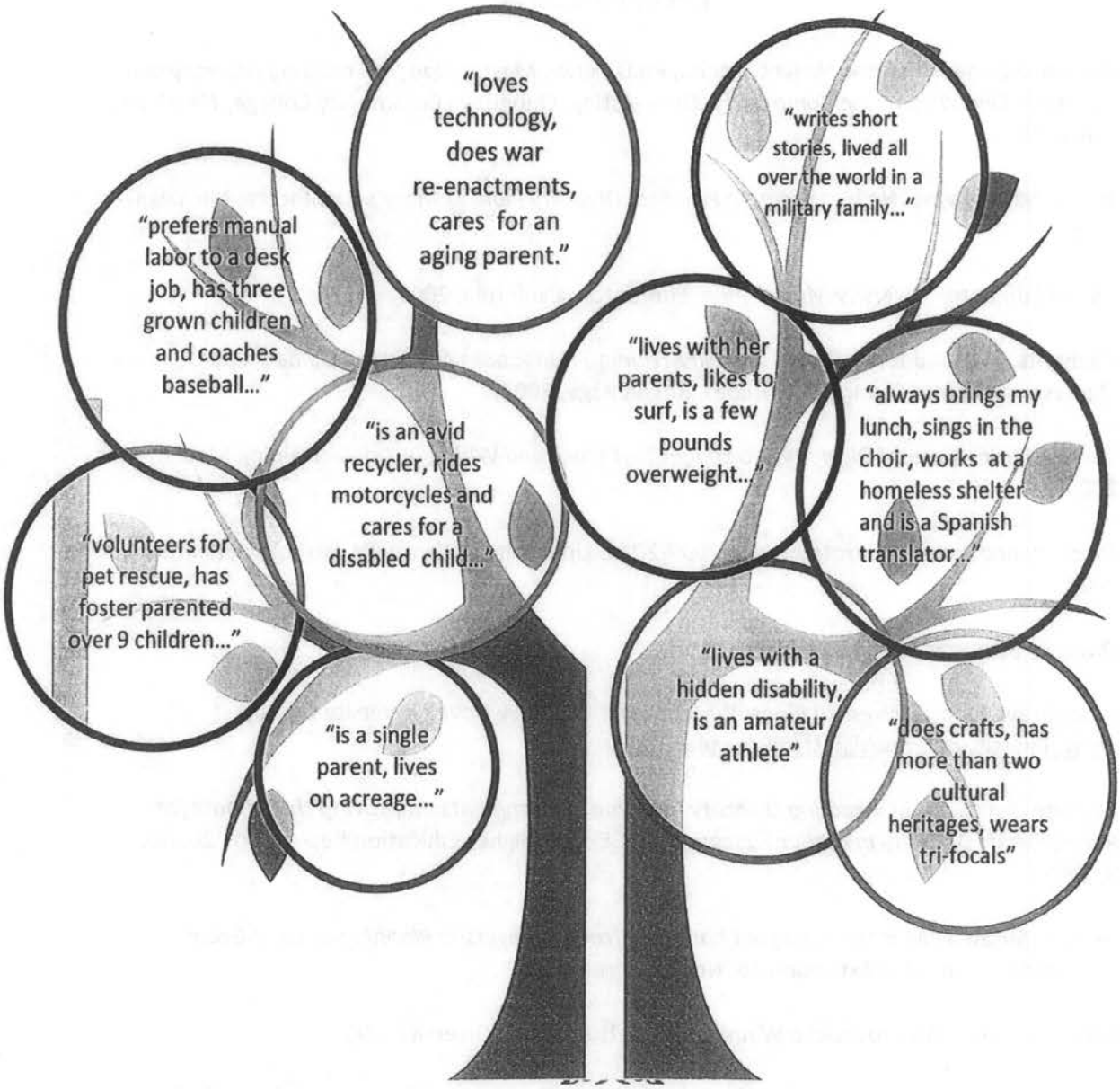
- Promotes the value of diversity in the workplace
- Produces Quarterly "EO Advisor" Newsletter
- Hosts Annual Diversity Luncheon
- Hosts Cultural Brown-bag Lunch Forums



Diversity and Inclusion Standard

Alachua County government embraces diversity and values the unique distinctions among our employees and the people we serve. Our goal is to create an environment that supports a legacy of respect for people and place.


DIVERSITY
Difference
Individuality
Variety
Equality
Respect
Sensitivity
Inclusion
Team
You



Like the tree above, some of our diverse attributes are above the surface and easy to see, and others are beneath the surface and harder to see.

Thinking beyond observable differences is the key to attaining an inclusive, growing organization.

List of Resources

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What is the Most Loving Way I Can Resolve this Conflict. HumaNext, Content for Communicators, 2002.

Wittgenstein, Ludwig. *Culture and Value*. Chicago: University of Chicago Press, 1984.

Wunsch, Marie A. *Mentoring Revisited: Making an Impact on Individuals and Institutions*. New Directions for Teaching and Learning, No. 57, Jossey-Bass, San Francisco, 1994.

Legal References

The *Americans with Disabilities Act Amendments Act of 2008* (Pub. L. 110-325) (ADAAA) amended sections 12101, 12102, 12111 to 12114, 12201 and 12210 of the ADA and section 705 of the Rehab Act. The ADAAA also enacted sections 12103 and 12205a and re-designated sections 12206 to 12213.

The *Lilly Ledbetter Fair Pay Act of 2009* (Pub. L. 111-2) amended Title VII, the Age Discrimination in Employment Act of 1967, the ADA and the Rehab Act to clarify the time frame in which victims of discrimination may challenge and recover for discriminatory compensation decisions or other discriminatory practices affecting compensation

Sections 102 and 103 of the Civil Rights Act of 1991
Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

The Genetic Information Nondiscrimination Act of 2008 (GINA)

Data Sources

U.S. 2000 Census. Data nationally, by state, by county, by race/ethnicity, and by gender. http://www.census.gov/main/www/cen2000.html

February 8, 2011 Regular BoCC Meeting
Agenda Item #15

Title
SW 1st Place Mulit-Use Path (Amended)

Amount
$35,000.00

Description
Request Approval of the 60 percent design plans for SW 1st Place Multi-use Path

Recommendation
1) Approve limited vehicular (bicycle) traffic for the proposed multi-use path as required by the Westchester Manor Subdivision Plat. 2) Approve 60 percent plans as proposed and direct staff to proceed with construction once final plans have been completed.

Alternative(s)
Deny approval and provide staff with direction

Requested By
Richard Hedrick, (Contact Dave Cerlanek at (352) 374-5245 ext 1214)

Originating Department
Public Works

Attachment(s) Description
1) 60% Plans 2) SW 1st Place Multi-Use Path Presentation

Documents Requiring Action
N/A

Executive Summary
Public Works staff has completed the 60% design of an 8' wide asphalt sidewalk and requests approval from the Board of County Commissioners to proceed with final plan design.

Background
In June, 2010, The SW 1st project was ranked No. 2 on the Alachua County Bicycle/Pedestrian Work Program list. The project includes the construction of an 8' wide asphalt multi-use path connecting the Sunningdale and Westchester Manor Subdivisions. Public Works staff is being utilized for plan preparation, construction and landscaping. The project is currently on schedule at 60% design and waiting for approval to move forward, as designed, in order that construction may commence in Spring 2011.

Issues
Approval to provide limited vehicular access (bicycles) as required by note #3 on the Westchester Manor plat.

Fiscal Recommendation
Sufficient funds exist in the 5 Cent Local Option Gas Tax Fund

Fiscal Alternative(s)
N/A

Funding Sources
5 Cent Local Option Gas Tax Fund

Account Code(s)
350-7914-541, 63-84

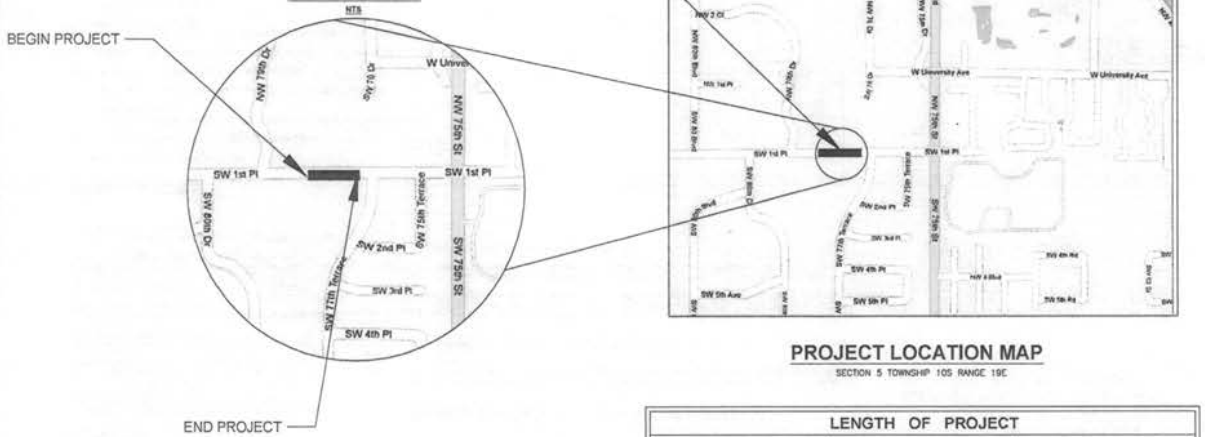
Attachment: SW 1st Place Plans.pdf
Attachment: SW 1st PLace BOCC Pres FEB 08 2011.pdf

ALACHUA COUNTY PUBLIC WORKS

SW 1ST PLACE - SIDEWALK PROJECT

(From NW 79th Drive to SW 77th Terrace)





PROJECT LOCATION MAP

SECTION 5 TOWNSHIP 10S RANGE 19E

DRAWING INDEX	
SHEET NUMBER	*DRAWING DESCRIPTION*
1	COVER SHEET
2	GENERAL NOTES, TYPICAL SECTION & DETAILS
3	PLAN SHEET
4-5	CROSS SECTION SHEETS

UTILITY COMPANIES		
UTILITY COMPANY	*CONTACT PERSON*	*PHONE NUMBER*
GRU – WATER & SEWER	DEBBIE DAUGHERTY	352-393-1622
GRU – GAS	PHILIP LANCASTER	352-231-2785

LENGTH OF PROJECT		
	LINEAR FEET	*MILES*
ROADWAY	N/A	N/A
8' MULTI-USE PATH	423.02	0.080

POSTED SPEED = N/A

DESIGN SPEED = N/A

ENGINEER'S SEAL
WM. DAVID CERLANEK, P.E.
FLORIDA REG. NO. 69583
DATE

DATE: 03 JAN 2011
SCALE: NTS
DRAWN BY: A.H.
DESIGNED BY: ACPW
APPROVED BY: B.K.

ALACHUA COUNTY PUBLIC WORKS ENGINEERING
PHONE 352-374-5243 – FAX 352-331-9343
5620 NW 120th LANE, GAINESVILLE, FL 32653
MAILING ADDRESS: P.O. BOX 1188
ITB-24 SOURCE: 5620 NW 120th LANE, GAINESVILLE, FL 32653

SW 1ST PLACE
MULTI-USE PATH

PROJECT #5284

COVER SHEET

1 OF 5

LEGEND:

RW = RIGHT OF WAY
FND = FOUND NAIL AND DISK
PLS = PROFESSIONAL LICENSED SURVEYOR
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
INV = INVERT
DBL = DOUBLE
TRP = TRIPLE
(M) = MEASURED
(P) = PLAT
= SIGN
= FENCE
= STORM PIPE
= SANITARY SEWER MANHOLE
= ASPHALT PAVEMENT
= CONCRETE
= MAILBOX
= LIGHT POLE
= BOLLARD OR WOODEN POST

SURVEYOR'S NOTES:

1. VERTICAL DATUM SHOWN HEREON IS REFERENCED TO 1929 DATUM FROM A PREVIOUS PROJECT DONE BY THIS OFFICE UNDER PROJECT NUMBER 08-007.
2. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. FENCES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND NOT TO SCALE.
5. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN, AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THE SURVEYOR.
6. PLAT LINES AS SHOWN HEREON ARE FOR PICTORIAL PURPOSES ONLY AND ARE APPROXIMATE.

SIDEWALK NOTES:

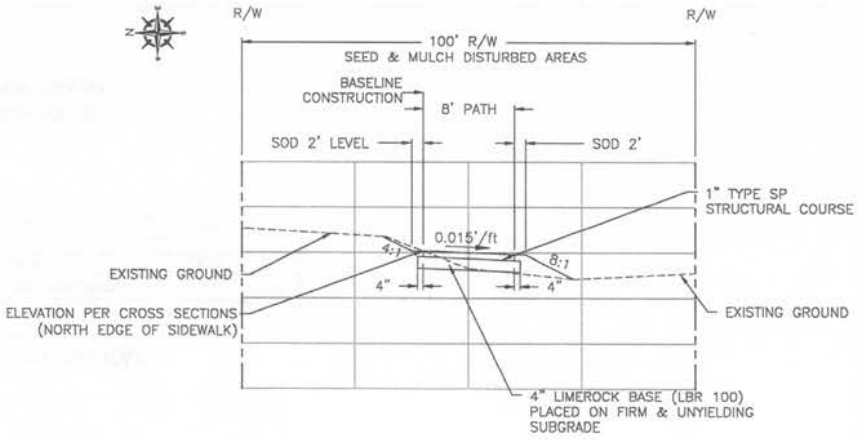
A. REFER TO PLAN VIEWS FOR SIDEWALK STATION AND OFFSETS.
B. VERTICAL CLEARANCE OVER THE SIDEWALKS SHALL BE 8' MINIMUM.
C. EXISTING SIDEWALKS AND DRIVEWAYS ARE TO BE SAW CUT WHERE TYING INTO THE PROPOSED SIDEWALK.
D. CONTRACTOR IS RESPONSIBLE FOR SIDEWALK UNTIL ACCEPTED BY THE COUNTY.
E. GRAFFITI ON THE SIDEWALK WILL NOT BE ACCEPTED.
F. SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX 310.
G. REPAIRS TO SIDEWALK SHALL BE FROM SAW CUT TO SAW CUT. NO PATCHING REPAIR MATERIAL SHALL BE USED.
H. NEW SODDING SHALL BE BAHIA

GENERAL NOTES:

1.1 ALL TREES ARE TO REMAIN AND BE PRESERVED UNLESS OTHERWISE NOTED.
1.2 SIGNS TO BE RELOCATED ARE TO BE POSITIONED AS DIRECTED BY THE ENGINEER.
1.3 ALL EXISTING PRIVATELY OWNED IRRIGATION, LANDSCAPING, SIGNS AND OTHER OBSTRUCTIONS WITHIN THE PROPOSED SIDEWALK LIMITS ARE TO BE REMOVED OR RELOCATED AS NECESSARY AT THE OWNER'S EXPENSE.
1.4 ALL UTILITIES WITHIN THE PROPOSED SIDEWALK LIMITS ARE TO BE IDENTIFIED AND RELOCATED AT THE UTILITY COMPANY'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. IN THE EVENT THAT A UTILITY CONFLICT OCCURS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND UTILITY PROVIDER, IN WRITING, TO COORDINATE REMEDIAL ACTION.
1.5 ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SEEDED FERTILIZED AND MULCHED UNLESS SODDING IS OTHERWISE SPECIFIED. SODDING IS REQUIRED ON ALL SLOPES STEEPER THAN 4:1.
1.6 TRAFFIC CONTROL WITHIN THE EXITING R/W SHALL BE IN ACCORDANCE WITH THE LATEST MUTCD AND FDOT STANDARDS FOR CONTROL OF TRAFFIC THROUGH WORK ZONES.
1.7 CONTRACTOR SHALL HAND EXCAVATE WHEN WITHIN 18" OF EXISTING UTILITIES.
1.8 CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER FOR MAILBOX RELOCATION.
1.9 ANY SURVEY MARKER, INCLUDING BUT NOT LIMITED TO SECTION MARKERS, BENCH MARKS, LOT CORNERS, ETC WHICH ARE DISTURBED DURING CONSTRUCTION, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT. RESETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA.

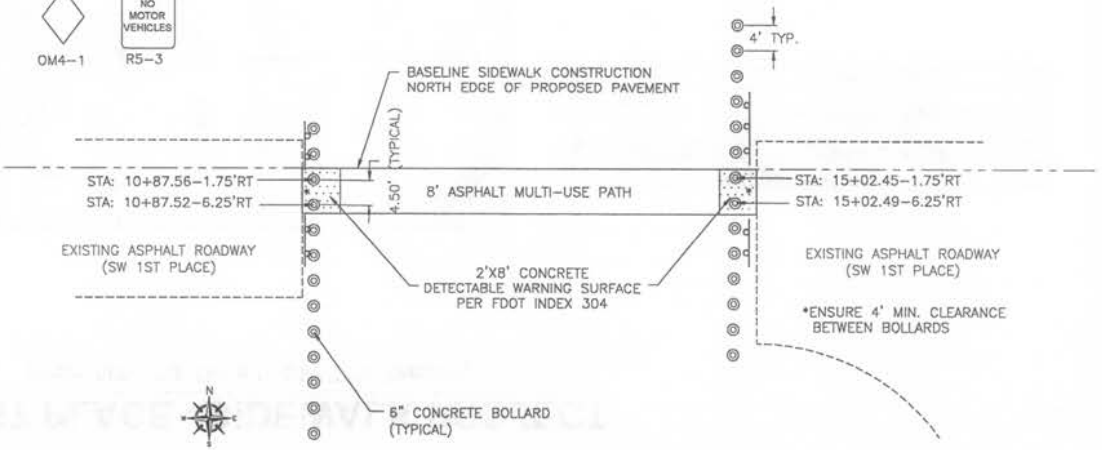
PAVING, GRADING AND DRAINAGE NOTES:

2.1 ALL DRAINAGE CONSTRUCTION, INCLUDING MATERIALS, CONSTRUCTION TECHNIQUES, AND TECHNICAL STANDARDS, SHALL BE IN ACCORDANCE WITH THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2.2 ALL EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
2.3 ALL ROADSIDE SWALES SHALL BE RE-GRADED AS NECESSARY IN ORDER TO MAINTAIN PRE-CONSTRUCTION STORMWATER VOLUME CARRYING CAPACITY. MAXIMUM SIDE SLOPES SHALL NOT EXCEED 4:1 WITHIN THE ROADWAY CLEAR ZONE, 2:1 ELSEWHERE. SEE THE PLANS AND CROSS SECTIONS FOR SPECIFIC GRADING DETAILS.
2.4 ALL AREAS OF NEW CONSTRUCTION SHALL BE CLEARED AND GRUBBED. TOP SOIL REMAINING ON SITE MAY BE USED FOR RE-GRADING OF THE SWALES WHERE MINIMAL FILL MAY BE REQUIRED.
2.5 SILT FENCE SHALL BE TYPE III PER FDOT INDEX 102.

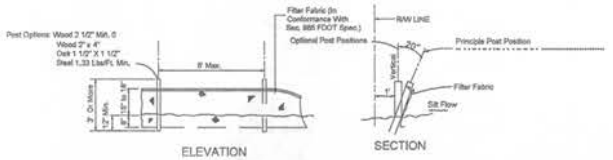


SIDEWALK TYPICAL SECTION
NTS





DETAIL "A"
NTS



Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

REFERENCE: FDOT INDEX 102 SHEET 3

SILT FENCE DETAIL
NTS

PROJECT # 8334
2 OF 5

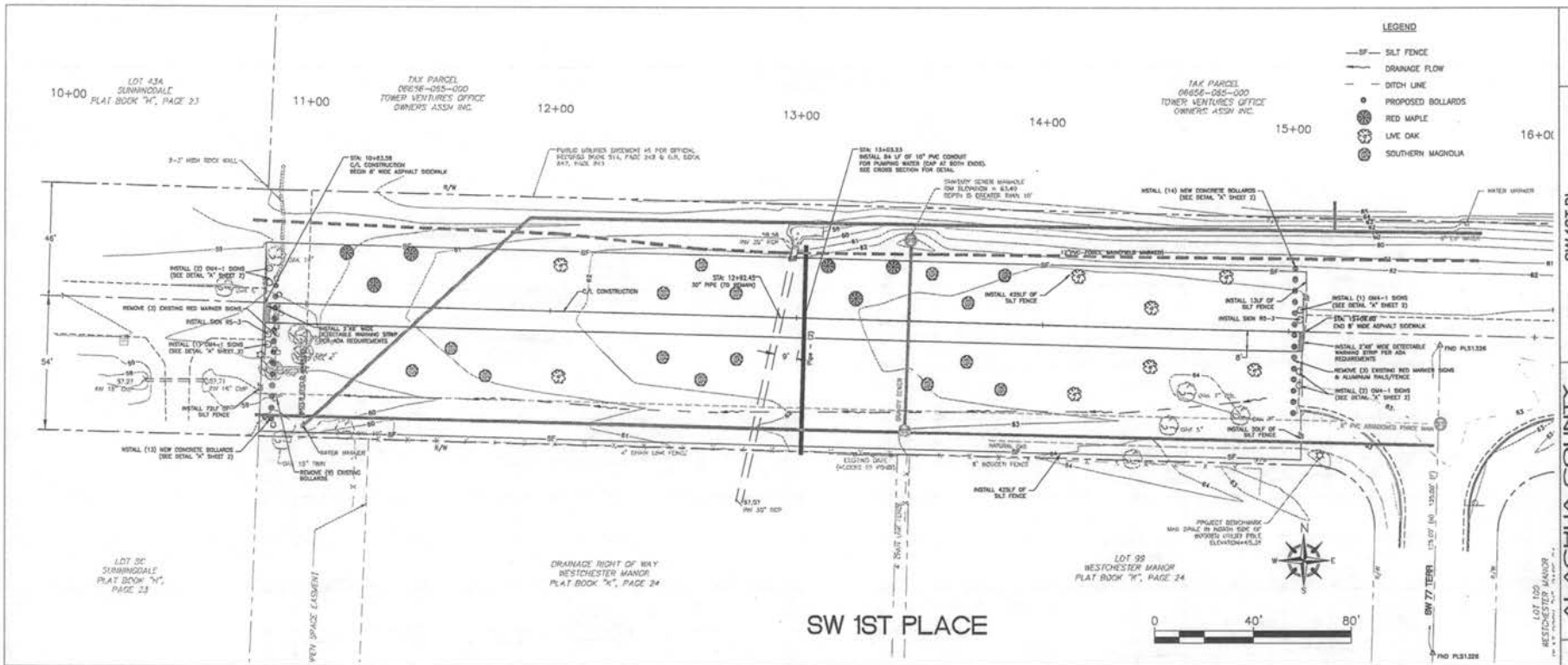
SW 1ST PLACE
MULTI-USE PATH

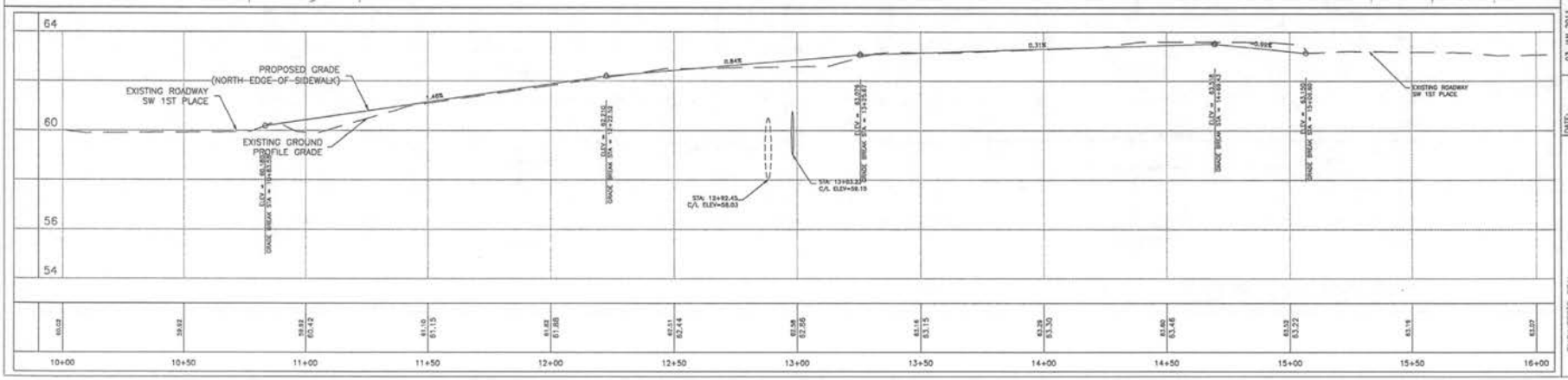
GENERAL NOTES, TYPICAL SECTION & DETAILS

ALACHUA COUNTY PUBLIC WORKS ENGINEERING
PHONE: (352) 374-5245 FAX: (352) 374-5262
MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188
FED-EX DELIVERY: 5620 NW 122ND LANE, GAINESVILLE, FL 32653

DATE:	03 JAN 2011
SCALE:	AS NOTED
DRAWN BY:	AJH
DESIGNED BY:	AJH
APPROVED BY:	BK

ENGINEER'S SEAL
Wm. DAVID DERLANEK, P.E.
FLORIDA REG. NO. 49989
DATE:
VALID ONLY WITH EMBOSSED SEAL





PROJECT # 6384

3 OF 5

SW 1ST PL
MULTI-USE PATH

PLAN VIEW

ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING

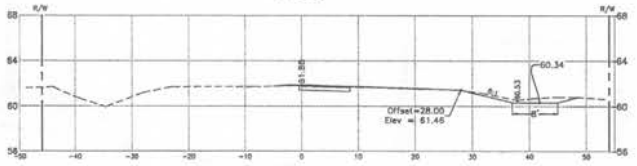
PHONE: 386-274-5245 • FAX: 352-337-6945
WEBSITE: WWW.ALACHUACOUNTY.US • TDD: 386-418-1188
FED-EX DELIVERY: 9556 NW 130TH LANE, GAINESVILLE, FL 32653

DATE:	03 JAN 2011
SCALE:	1" = 40'
DRAWN BY:	A.H.
DESIGNED BY:	ACPW
APPROVED BY:	B.K.

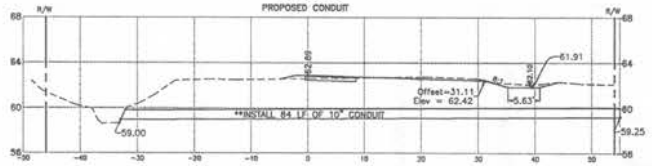
ENGINEER'S SEAL
WM. DAVID CERLANEK, P.E.
FLORIDA REG. NO. 49983
DATE:
NOT VALID UNLESS SIGNED AND EMBOSSED SEAL

**NOTE:
CONDUIT IS USED TO BE USED AS SLEEVE ONLY, DURING EMERGENCY SITUATIONS, TO PUMP WATER. BOTH ENDS TO BE CAPPED.

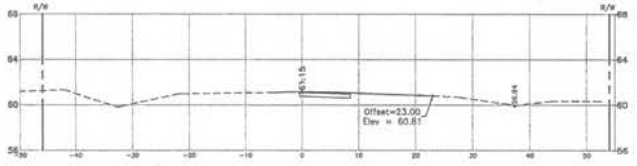
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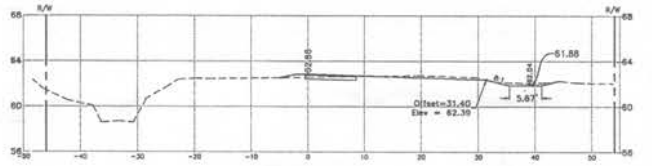
13+03.23
PROPOSED CONDUIT



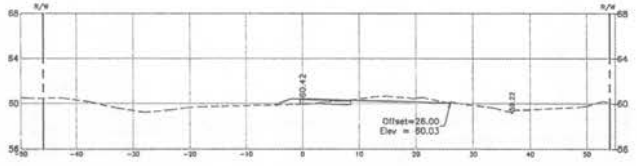
11+50



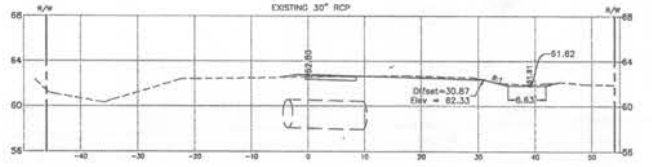
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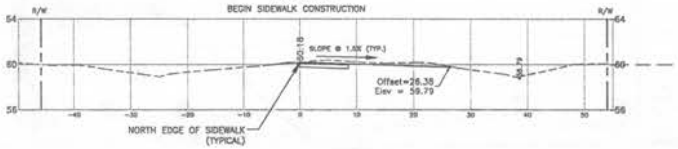
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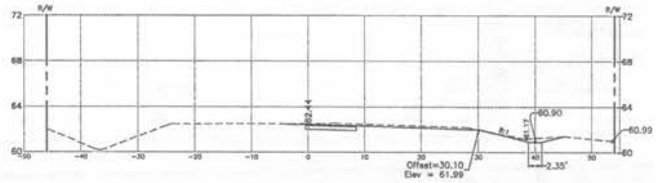
12+92.45
EXISTING 30" RCP



10+83.58
BEGIN SIDEWALK CONSTRUCTION



12+50



HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

ENGINEER'S SEAL
WM. DAVID CERLANEK, P.E.
FLORIDA REG. NO. 69683
DATE:
VALID ONLY WITH EMBOSSED SEAL

DATE: 03 JAN 2011
SCALE: AS NOTED
DRAWN BY: AJK
DESIGNED BY: ACPW
APPROVED BY: B.K.

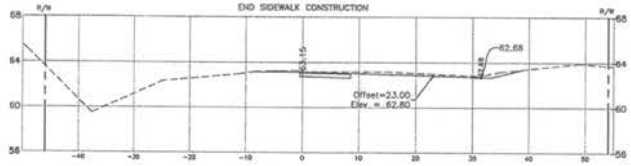
ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING
MAILING ADDRESS: P.O. BOX 2877, GAINESVILLE, FL 32602-1188
PHONE: 352-374-5245 - FAX: 352-337-6243
FED-EX DELIVERY: 9620 NW 120TH LANE, GAINESVILLE, FL 32653

SW 1ST PL
MULTI-USE PATH
CROSS SECTIONS #1

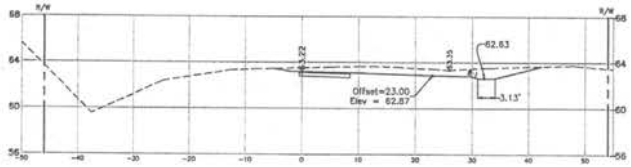
PROJECT # 6384

4 OF 5

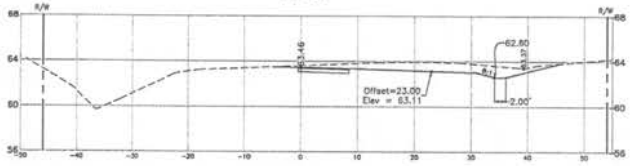
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END SIDEWALK CONSTRUCTION



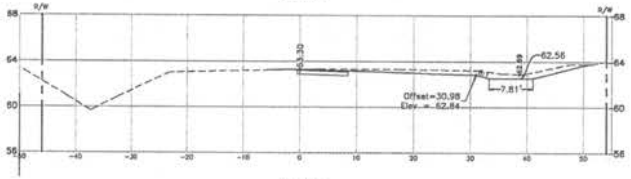
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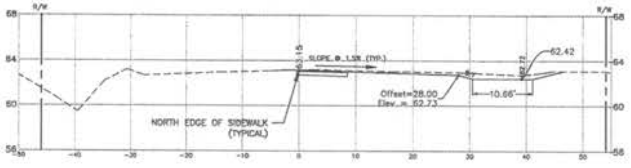
14+50



14+00



13+50



HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

ENGINEER'S SEAL
WM. DAVID CERJANEK, P.E.,
FLORIDA REG. NO. 49983
DATE: THIS SHEET WAS DIGITALLY SIGNED AND SEALED

DATED:	03 JAN 2011
SCALE:	AS NOTED
DRAWN BY:	A.H.
DESIGNED BY:	ACPW
APPROVED BY:	B.K.

ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING
MAILING ADDRESS: P.O. BOX 2877 GAINESVILLE, FL 32602-2877
PHONE: 352-374-5245 ~ FAX: 352-337-6243
ROAD DESIGN 352-374-5245 ~ FAX: 352-338-1188
ROAD DESIGN 5620 NW 120TH LANE, GAINESVILLE, FL 32653

SW 1ST PL
MULTI-USE PATH

CROSS SECTIONS #2

PROJECT # 6384

5 OF 5

Alachua County

Board of County Commissioners Presentation
February 8th, 2011

SW 1ST PLACE MULTI-USE PATH PROJECT

Presentation Outline

- SW 1st Place Vicinity Map
- SW 1st Place Aerial View
- Project History
- Project Background
- Current Status
- Layout & Landscaping Improvements
- Recommendation

SW 1st Place Vicinity Map



Vicinity Map – SW 1st Place

SW 1st Place Multi-use Path Project

SW 1st Place Aerial View





Existing Grass Path

Aerial View

SW 1st Place Multi-use Path Project

Project History

- Project is to be constructed within an existing 100' wide right-of-way as shown on the Westchester Manor Subdivision Plat.
- According to note #3 on Westchester Manor Subdivision Plat :

  "No vehicular ingress-egress into Sunningdale shall be allowed along SW 1st Place without the approval of the Alachua County Commission."

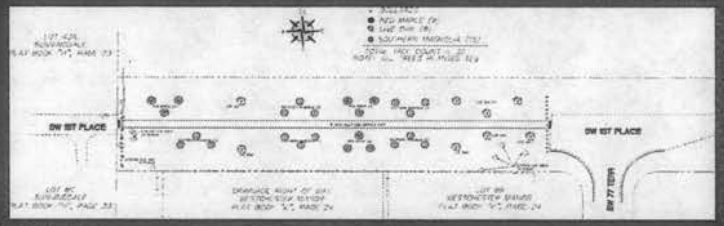
Project Background

- Funding Source: 5 Cent Local Option Gas Tax
- #2 Prioritized Project: According to the Alachua County Bicycle/ Pedestrian Work Program 06/08/2010
- Estimated Cost: $35,000 for 0.08 miles
- Issues: BOCC approval for limited vehicular (bicycle) traffic

Current Status

- 90 % Design Plans Completed
- Final plans to be completed by the end of February
- Anticipated construction to begin Spring of 2011 by Alachua County Public Works staff

Layout & Landscaping Improvements



Red Maple





Live Oak

Southern Magnolia



Recommendation

- Approve limited vehicular (bicycle) traffic for the proposed multi-use path as required by the Westchester Manor Subdivision Plat
- Approve 60% plans as proposed and direct staff to proceed with construction once final plans have been completed



Thank You!

Any Questions?



Additional Photos – W. Entrance









Existing West Entrance

SW 1st Place Multi-use Path Project

Additional Photos – E. Entrance







Existing East Entrance

SW 1st Place Multi-use Path Project

Additional Photos – Open Area



Open Area Looking West



Open Area Looking South

SW 1st Place Multi-use Path Project

Additional Photos – Open Area



Open Area Looking West



Open Area Looking East

SW 1st Place Multi-use Path Project

February 8, 2011 Regular BoCC Meeting
Agenda Item #16

Title
Construction Contract for Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 (Amended)

Amount
$4,203,517.18

Description
Request Approval of a Construction Contract with V.E. Whitehurst and Sons, Inc. for County Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

Recommendation
Approve the Construction Contract with V.E. Whitehurst and Sons, Inc. for County Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

Alternative(s)
Do not approve and provide staff with direction

Requested By
Richard Hedrick (Contact: Dave Cerlanek 352-374-5245 ext. 1214)

Originating Department
Public Works

Attachment(s) Description
Construction Contract Construction Documents and Plans

Documents Requiring Action
Construction Contract

Executive Summary
Bid # 10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 was opened on November 17, 2010. V. E. Whitehurst & Sons, Inc was the lowest most responsive and responsible bidder with a bid of $4,203,517.18. The Finance Report was approved by the Board on January 11, 2011 and recommended awarding the bid to V.E. Whitehurst & Sons, Inc. The contractor has executed the attached contract. Public Works requests the approval of the contract so that construction may move forward.

Background
On April 19, 2005, the Board of County Commissioners approved a $33 million bond issue from Gas Tax Bond Revenues to fund the resurfacing of roads within Alachua County which included SE CR 325. Project #6361 consists of resurfacing and adding paved shoulders to SE CR 325 from SE CR 346 to US 301. Bid #10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 Avenue was opened November 17, 2010. Public Works staff reviewed the bids and the lowest most responsive and responsible bidder was V. E. Whitehurst & Sons, Inc with an amount of $4,203,517.18. This amount includes a Contract Amount $3,821,379.25 and a 10% contingency amount of $382,137.93

Issues

Maintenance of County Roadway Infrastructure

Fiscal Recommendation
Approve contract. Sufficient funds exist in the Gas Tax Bond Revenues for this project.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Bond Revenues

Account Code(s)
351-7910-541.63-61

Attachment: Whitehurst Project 6361 Final.pdf
Attachment: CR325ConstPlansPartB.pdf
Attachment: CR325ConstPlansPartC.pdf
Attachment: CR325ConstPlansPartD.pdf
Attachment: CR325ConstPlansPartE.pdf
Attachment: CR325ConstPlansPartF.pdf
Attachment: CR325ConstPlansPartG.pdf
Attachment: CR325ConstPlansPartH.pdf
Attachment: CR325FINALCONTRACTDOCS.pdf
Attachment: CR325ConstPlansPartI.pdf
Attachment: CR325ConstPlansPartA.pdf

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bid 10-429

Project No. 6361 Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

September 20, 2010



ALACHUA COUNTY

BOARD OF COUNTY COMMISSIONERS

COUNTY MANAGER

Randall H. Reid

PUBLIC WORKS DIRECTOR

Richard L. Hedrick

SECTION A 1
ADVERTISEMENT FOR BIDS 1
SECTION B 2
INSTRUCTIONS TO BIDDERS 2
1.0 GENERAL PROVISIONS 2
2.0 LAWS, PERMITS AND REGULATIONS 5
3.0 DEFINITIONS 5
4.0 EXAMINATION OF SITE 6
5.0 INTERPRETATION OF ESTIMATED QUANTITIES 6
6.0 WITHDRAWAL OF BIDS 6
7.0 BID SECURITY: 7
8.0 QUALIFICATIONS OF BIDDERS 7
9.0 DISQUALIFICATIONS OF BIDDERS 7
10.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT 8
11.0 ACCEPTANCE OF THE BID 8
12.0 CONTRACT TIME FOR THE COMPLETION OF THE WORK AND LIQUIDATED DAMAGES 8
13.0 PLANS FOR CONSTRUCTION 9
14.0 PERFORMANCE 9
15.0 COLLUSION 9
16.0 ADDENDA 9
SECTION C 10
BIDDERS CHECK LIST 10
SECTION D 11
GENERAL CONDITIONS 11
1.0 STARTING THE WORK 11
2.0 INTENT OF CONTRACT DOCUMENTS 11
3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS 11
4.0 WORK BY OTHERS 11
5.0 RESPONSIBLE AGENT 12
6.0 ACCIDENT PREVENTION 12
7.0 SUBCONTRACTS 12
8.0 PHYSICAL AND SUBSURFACE CONDITIONS 13
9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION 13
10.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS 14
11.0 TESTS AND INSPECTIONS 14
12.0 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE 14
13.0 ACCESS TO THE WORK: UNCOVERING FINISHED WORK 15
14.0 MODIFICATIONS 15
15.0 CHANGES IN THE WORK 15
16.0 CHANGE OF CONTRACT AMOUNT 16
17.0 CHANGE OF THE CONTRACT TIME 17
18.0 NEGLECTED WORK 17
19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 17
20.0 APPLICATIONS FOR PROGRESS PAYMENTS 18
21.0 APPROVAL OF PAYMENTS 18
22.0 FINAL PAYMENT 19
23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS 19
24.0 INDEMNIFICATION 20
25.0 DEFAULT AND TERMINATION 20
26.0 SUCCESSORS AND ASSIGNS 20
27.0 CONTRACT BONDS 21
28.0 CLEANING UP 21
29.0 COUNTY'S RIGHT TO STOP OR SUSPEND WORK 21
30.0 COUNTY'S RIGHT TO TERMINATE 21
31.0 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE 21
32.0 WORKPLACE VIOLENCE 22
33.0 MISCELLANEOUS 22
SECTION E 23
SPECIAL CONDITIONS FOR ROADWAY AND DRAINAGE CONSTRUCTION 23
E-01 GENERAL 23

E-02 STANDARD DOCUMENTS 23
E-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS 23
SECTION 1 DEFINITIONS AND TERMS 23
SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS 24
SECTION 3 AWARD AND EXECUTION OF CONTRACT 24
SECTION 4 SCOPE OF THE WORK 24
SECTION 6 CONTROL OF MATERIALS 24
SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC 24
SECTION 9 MEASUREMENT AND PAYMENT 25
SECTION 102 MAINTENANCE OF TRAFFIC 25
SECTION 120 EXCAVATION AND EMBANKMENT 26
SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE 26
SECTION 160 STABILIZING 26
SECTION 200 ROCK BASE 26
SECTION 300 PRIME AND TACK COATS FOR BASE COURSES 26
SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS 27
SECTION 334 SUPERPAVE ASPHALT CONCRETE 27
SECTION 337 ASPHALT CONCRETE FRICTION COURSES 27
SECTION 346 PORTLAND CEMENT CONCRETE 27
SECTION 430 PIPE CULVERTS AND STORM SEWERS 27
SECTION 570 GRASSING (By Seeding) 27
SECTION 575 SODDING 27
E-04 LAYING OUT THE WORK 28
E-05 TESTING 28
E-06 PRECONSTRUCTION CONFERENCE 28
E-07 PAY ITEMS – SPECIAL CONDITION 28
SECTION F 35
1.0 TYPE A INSURANCE REQUIRED 35
2.0 COMMERCIAL GENERAL LIABILITY 35
3.0 AUTOMOBILE LIABILITY 35
4.0 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY 35
5.0 BUILDER'S RISK / INSTALLATION FLOATERS 35
6.0 OTHER INSURANCE PROVISIONS 35
7.0 Workers' Compensation and Employers' Liability Coverages 35
8.0 All Coverages 35
9.0 SUBCONTRACTORS 36
SECTION G 37
BID FORM 37
BID SCHEDULE 39
EXHIBIT "A" 44
EXHIBIT B 45
EXHIBIT C 46
EXHIBIT D 47
BIDDER'S QUESTIONNAIRE 47
EXHIBIT E 48
RESPONSIBLE AGENT FORM 48
EXHIBIT F 49
FORM OF BID BOND 49
EXHIBIT G 51
FORM OF PAYMENT BOND 51
EXHIBIT H 54
FORM OF PERFORMANCE BOND 54
EXHIBIT I 57
PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION 57
SECTION H 58
CONTRACT ADMINISTRATION FORMS 58
EXHIBIT J 59
NOTICE TO PROCEED 59
EXHIBIT K 60
CHANGE ORDER NO._____ 60

EXHIBIT L 61
FIELD CHANGE ORDER NO. _____ 61
EXHIBIT M 62
PAYMENT APPLICATION 62
EXHIBIT N 63
CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN 63
EXHIBIT O 64
SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN 64
EXHIBIT P 65
CERTIFICATION OF COMPLETION 65
SECTION I 66
SAMPLE AGREEMENT 66

SECTION A

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of County Commissioners of Alachua County, Florida is calling for Bids until 2:00 P.M. on Wednesday, November 17, 2010, for the purpose of selecting a contractor to furnish all labor, materials, equipment and apparatus for the construction of: **Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301**, in Alachua County, Florida. The project scope for Project 6361 consists of milling and resurfacing SE CR 325 from SE CR 346 to US 301 with the addition of paved shoulders, related drainage work and installation of guardrail.

All work shall be done in accordance with the plans, specifications and special provisions. These contract documents may be obtained on the Demandstar website at www.demandstar.com. For assistance, please contact Demandstar customer service at 1-800-711-1712 and reference Alachua County.

Each Bid must be accompanied by a certified check, cashier's check, or bid bond payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

Guaranty Bonds in the form of a Performance and Payment Bond in amounts equal to one hundred percent (100%) of the Contract sum will be required of the successful bidder.

SPECIFICATION FOR: **Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301**

BID NUMBER: **10-429**

MANDATORY PRE-BID DATE **9:30 am, Wednesday, October 27, 2010**

PLACE OF MANDATORY PRE-BID
Alachua County Public Works Department
5620 NW 120th Lane
Gainesville, FL 32653
352.374.5245

BID OPENING DATE: **2:00 pm, Wednesday, November 17, 2010**

PLACE OF BID OPENING and MAILING ADDRESS:
Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

Submission of Bids - Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

ONE (1) ORIGINAL bid in a sealed envelope, clearly marked "Bid #10-429 **Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301** ", shall be delivered to the Alachua County Purchasing Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, November 17, 2010.**

LATE BIDS WILL NOT BE CONSIDERED. IT IS THE BIDDER'S RESPONSIBILITY TO INSURE DELIVERY OF THE BID TO THE PURCHASING OFFICE ON OR BEFORE THE DATE SPECIFIED.

No bidder may withdraw his bid for a period of one hundred and twenty (120) days after the date set for the opening of bids.
The Board of County Commissioners, Alachua County, Florida, reserves the right to reject any and all bids, to waive informalities and to re-advertise.

Darryl R Kight, CPPB, Purchasing Agent
Alachua County, Florida

Publish: **October 6, 2010 and October 13, 2010**

SECTION B

INSTRUCTIONS TO BIDDERS

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

SPECIFICATION FOR:	**Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301**
BID NUMBER:	**10-429**
BID OPENING DATE:	**2:00 pm, Wednesday, November 17, 2010**
PLACE OF BID OPENING and MAILING ADDRESS:	Alachua County Purchasing Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida 32601-6983

1.0 GENERAL PROVISIONS

1.1 Purpose

Alachua County is calling for and requesting the submission of bids for **Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301.**

The herein included Instructions to Bidders Section B, General Conditions Section C, Special Conditions Section D, Insurance Section E and Bid Form Section F; together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

1.2 Submission of Bids

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

ONE (1) ORIGINAL SUBMISSION, clearly marked "Bid **#10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301.**" shall be delivered to the Alachua County Purchasing Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, November 17, 2010**

All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.

LATE BIDS WILL NOT BE CONSIDERED. IT IS THE BIDDER'S RESPONSIBILITY TO INSURE DELIVERY OF THE BID TO THE PURCHASING OFFICE ON OR BEFORE THE DATE SPECIFIED.

1.3 Proprietary Information

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT I, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION.**

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

1.4 **Preparation of Bid**

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The Bidder, if an individual, shall sign their name and show their address in the blank space provided therefore. If the Bid is made by a partnership or corporation, the names of the partnership or corporation, together with the names and addresses of the partners or officers, shall be shown, and the Bid acknowledged by one of the partners or officers, as required. The completed proposals shall be submitted as outlined in Section A, Advertisement for Bids. The Bidder shall submit with his Bid a list naming any Subcontractors which the Bidder proposes to employ, and identify any small business enterprises included, on the form provided in the Bid Form section. This form must be completed by Bidder, even where no subcontractors or SBE's are proposed; Contractor will be required to indicate "None", and sign. Completion of this form and Proposed SBE Utilization will be an evaluation factor.

1.5 **Non-Warranty of Specifications**

Due care and diligence have been used in preparing these specifications, The County does not guarantee that the conditions described within the specifications are the conditions that will be found in the field when actual construction is commenced. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

1.6 **Interpretation of Plans and Specifications**

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Purchasing Division, Third Floor, County Administration Building, 12 Southeast 1st Street, Gainesville, Florida 32601-6983;** with reference to the appropriate bid number on the face of the envelope; **Or, email request to dkight@alachuacounty.us**. The Purchasing Division shall then forward the request to the Public Works Director for a written response. All requests for interpretation or corrections shall be received by the Purchasing Agent no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; which, if issued, shall be mailed or delivered to each bidder receiving a set of documents. All addenda so issued shall become part of the bid documents.

1.7 **Acceptance/Rejection**

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

1.8 **Small Business Enterprise Program Participation**

1.8.1 Alachua County has adopted a 15% participation goal, and policies which encourage participation of Small Business Enterprises (SBE) in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

1.8.2 The County will award a 5% bid price preference, not to exceed $50,000.00 on any single bid, to any SBE that submits a bid to the County.

1.8.3 The County will award a 3% bid price preference, not to exceed $50,000.00 on any single bid, to any contractor that agrees to use SBEs for at least 15% of the dollar value of the bid.

1.8.4 The monetary value of the bid price preference given to a certified SBE in any particular procurement shall not exceed $50,000.00.

1.8.5 If the adjusted bid price of the SBE vendor is equal to or lower than the original lowest responsive bid, the SBE will be awarded the contract.

1.8.6 The County will award a preference in evaluation points to SBE or contractors that meet the SBE participation goal in its RFP response.

1.8.7 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.9 **Proposed Subcontractors Requirements**

1.9.1.1 Contractors submitting bids under this solicitation are to identify, on the Proposed Subcontractors Form, the intended SBE subcontractors and the **estimated percentage of total dollar amount(s) as well as the total dollar amount(s)** of the contract to be awarded to SBE firms, **EXHIBIT A.**

1.9.1.2 If SBE subcontractors are **not available** for the bid/RFP you **must complete** a Good Faith Effort Form, **EXHIBIT B.**

1.9.1.3 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements.

1.10 **Good Faith Effort Requirements**

1.10.1.1 In accordance with Section 22.36, Alachua County Code 06-28, every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), must demonstrate good faith efforts to utilize SBE as subcontractors **to be considered responsive.** The Equal Opportunity Division maintains a directory of certified Small Business Enterprises (SBEs). The Alachua County Small Business Enterprise Directory is available at: http://smallbusdir.alachuacounty.us/

1.10.1.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified Small Business Enterprise, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:

1.10.1.3 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.

1.10.1.4 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.

1.10.1.5 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.

1.10.2 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B.**

1.11 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.12 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, **Section F, Exhibit C**, secondly, to certified small business bidders, **Section F, Exhibit A**.

1.13 **Subcontractors**

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form, **Section F, Exhibit A**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

1.14 **Quality**

All materials shall be new and in no case used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

2.0 LAWS, PERMITS AND REGULATIONS

2.1 Permit, Application, and License Fees

The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required. This includes the filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge.

2.2 Compliance

The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

3.0 DEFINITIONS

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

AGREEMENT: The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.

BID: The offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the work contemplated, or a duly authorized representative.

BONDS: Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER: A written order to the Contractor, signed by the Board of County Commissioners, County Manager, or the Public Works Director as appropriate, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Amount or the Contract Time, issued after execution of the Agreement.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTRACT AMOUNT: The total monies payable to the Contractor under the provisions of the Contract Documents.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.

COUNTY: Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.

COUNTY ENGINEER: The Alachua County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

DIRECTOR: Alachua County Public Works Director, or his authorized representative, P.O. Box 1188, Gainesville, Florida 32602-1188, acting for the County.

DRAWINGS: The drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Director and are referred to in the Contract Documents.

FIELD CHANGE ORDER: A written order to the Contractor signed by the Director authorizing modifications to the Work that does not materially change the scope of work and does not increase the Contract Amount, by more than 10%, or extend Contract Time.

PROJECT REPRESENTATIVE: The authorized representative of the Director who is assigned to the project or any parts thereof.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SHOP DRAWINGS: All Drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract. Any state or national standard or specification referenced in Section D of these Contract Documents is herein made a part of the project Specifications, when work performed is described therein.

SUBCONTRACTORS: Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

4.0 **EXAMINATION OF SITE**

Before submitting his proposal, it shall be the Bidder's responsibility to visit the site of the proposed Work and familiarize the Bidder with the nature and extent of the Work and any local conditions, either surface or subsurface, that may in any way affect the Work to be done and the equipment, materials and labor required. The Bidder shall also thoroughly examine the Specifications and Contract Documents, or other related documents, to inform the Bidder regarding any and all conditions and requirements that may in any manner affect the Work to be performed under this contract. Failure to do so will not relieve the Contractor of complete performance under this contract.

5.0 **INTERPRETATION OF ESTIMATED QUANTITIES**

The estimated quantities of Work to be done and materials to be furnished under this Contract, given in the bid form, shall be considered as approximate only and shall be used solely for the comparison of Bids received. The County does not guarantee that the quantities represented will be the actual quantities required for completion of the contract, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor shall be made only for the actual quantities of Work performed or materials furnished in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or decreased as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

6.0 **WITHDRAWAL OF BIDS**

Any Bidder may withdraw his Bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of Bids. No Bidder may withdraw his Bid for a period of one hundred and twenty (120) days after the date set for the opening of bids.

7.0 **BID SECURITY**:

Each Bid must be accompanied by a certified check, cashier's check, or bid bond payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

If the successful Bidder, for any reason whatsoever, withdraws from competition after the opening of the Bids, or fails or refuses to execute the contract and Bond within ninety (90) days after the Bidder has received notice of acceptance of his Bid, the Bidder shall forfeit to the County their Bid security deposit as liquidated damages for such withdrawal, failure or refusal. In the aforementioned situation, the successful Bidder shall be responsible to the Board of County Commissioners for the additional cost of said project, if any.

8.0 **QUALIFICATIONS OF BIDDERS**

8.1 **Consideration**

Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidders may be required to show that they have had experience in construction work of the same or similar nature and that their organization has been in formal existence and engaged in similar type work for not less than five (5) years. All Bidders shall be prequalified by the Florida Department of Transportation to perform the Work they are bidding on. Bidders shall submit proof of prequalification along with bid.

8.2 **General**

Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.

8.3 **Bidder's Questionnaire**

The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. **Bidders are requested to complete and return along with their bid the Bidder's Questionnaire Section F, Exhibit D.**

8.4 **Performance**

The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

8.5 **Subcontractors**

The bidder shall submit with the Bid a list naming any Subcontractors which the Bidder proposes to employ. Such list shall be reviewed by the Director of Public Works prior to the award of Contract.

9.0 **DISQUALIFICATIONS OF BIDDERS**

Only the Bid from an individual, firm, partnership or corporation, under the same or different names, will be considered for the same Work. Should it be evident that any Bidder is interested in more than one Bid for the same Work, all Bids in which such Bidder is interested will be rejected.

Should there be reasonable ground for the County or Director to believe that a collusion or combination exists among Bidders, all Bids may be rejected and all participants in such combination or collusion may be barred from making future Bids for the same Work.

Only reliable Bidders, capable of performing the class of Work proposed, will be considered in awarding the contract. If the available evidence of competency of any Bidder is not satisfactory to the County, the Bid of such Bidder may be rejected.

10.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT

10.1 **Consideration of Bid and Award**
The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

10.2 Prior to the award of the contract, the County may require the Bidder to submit an analysis of any lump sum bid prices quoted, which will be considered in award of the contract.

10.3 The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

10.4 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within forty-five (45) days after the opening of the bids by written notice to the successful bidder(s). Failure on the part of the successful Bidder to execute a contract and file an acceptable Performance and Payment Bond within one hundred and twenty (120) days after the notice of acceptance shall be just cause of annulment of the award and the forfeiture of any Bid security. The County reserves the right to accept the Bid of the next lowest responsive and responsible Bidder or re-advertise for Bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though they were the original successful Bidder.

10.5 The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

11.0 ACCEPTANCE OF THE BID

11.1 **Acceptance of Offer**
The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the purchasing process and issuance of a Purchase Order or execution of a Contract by the County.

12.0 CONTRACT TIME FOR THE COMPLETION OF THE WORK AND LIQUIDATED DAMAGES

12.1 **Time for completion**
The contract time for substantial completion is 300 calendar days with final completion 30 calendar days thereafter.

12.2 **Working Day**
A working day is any calendar day, exclusive of Saturdays, Sundays and County-recognized legal holidays, on which the temperature, the weather and the condition of the soil are such that it is possible for the Contractor to make effective use of at least fifty percent (50%) of the current working day; also Saturdays, Sundays and holidays, on which the Contractor actually makes effective use of at least fifty percent (50%) of the current working day.

12.3 **Liquidated Damages**

If the Contractor fails or refuses to prosecute the Work with such diligence as will insure its completion within the time stated in his Proposal or any extension thereof, or fails to complete Work within such time, for each calendar day that Work shall remain incomplete after the specified or adjusted **substantial** completion time, $1914 per day shall be deducted from the monies due the Contractor and for each calendar day that Work shall remain incomplete after the specified or adjusted **final** completion time, $957 per day shall be deducted from the monies due the Contractor. If no monies are due the Contractor, his Surety shall be held liable for such amount. The Work shall begin no later than the time stated in the Notice to Proceed and be completed within the number of days stated in the accepted Bid.

12.4 **Project Schedule**

Timeliness is of the essence for this project. The expected timeline for this project is as follows:

Contract Award: February 2011
Pre-construction Conference and Notice-to-Proceed: Two weeks after the award of the contract
Substantial Completion: December 2011
Final Completion: January 2012

The actual dates may vary; however, the contractor should expect that a pre-construction conference will be held approximately two weeks after the award of the contract and that a notice-to-proceed shall be issued at that time.

13.0 PLANS FOR CONSTRUCTION

13.1 The successful Bidder will be furnished three (3) sets of construction plans and Specifications, exclusive of any referenced state or national standards or specifications, without charge.

14.0 PERFORMANCE

14.1 **Performance Time**

All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

15.0 COLLUSION

15.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

15.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

16.0 ADDENDA

16.1 Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

SECTION C

BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.
The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- Bid Form (Remember to fill this form out completely) THIS FORM MUST BE SIGNED.

- Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.

- Submit the appropriate number of copies.

- MANDATORY, one or both of the following EXHIBITS must be SUBMITTED. EXHIBIT B – SBE & PROPOSED SUBCONTRACTOR FORM; EXHIBIT C – GOOD FAITH EFFORT FORM.

- Include any insurance requirements.

- Include any payment, performance and/or bid bonds that may be applicable.

- Remember to submit your Bid prior to the submittal deadline. LATE BIDS WILL NOT BE CONSIDERED.

- Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor's company name should be clearly marked on the outside of the envelope.

- REMINDER: Parking around the County Administration Building, located @ 12 SE 1st Street, can be challenging. Please be aware that it can be difficult at times to find a place to park. As stated above LATE BIDS WILL NOT BE CONSIDERED.

- It is the vendor's responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. LATE BIDS WILL NOT BE CONSIDERED.

If you have questions concerning these items or other sections of the bid solicitation please contact the Purchasing Division for clarification prior to submitting your bid.

SECTION D

GENERAL CONDITIONS

1.0 STARTING THE WORK

1.1 **Schedule**
Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.2 **Pre-Construction Conference**
Before starting Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.3 **Notice to Proceed**
Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.4 **Commencement of Time**
The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.5 **Submittals**
The contractor shall supply proof of submittal of the Notice of Intent to the Florida Department of Environmental Protection one week before the commencement of any construction activities. The contractor shall also submit two weeks prior to any planned constructions, the Maintenance of Traffic Plan, Erosion and Sedimentation Control Plan including the dewatering plan shall be submitted at the preconstruction conference. Contractor shall obtain approval prior to any construction activities.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

.0 WORK BY OTHERS

4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.

4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.

4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Section C**, Paragraphs 14 and 15.

5.0 RESPONSIBLE AGENT

5.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **Section F, Exhibit E**.

5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

5.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

6.0 ACCIDENT PREVENTION

6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.

6.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

7.0 SUBCONTRACTS

7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.

7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization

on such list, the Contractor will submit an acceptable substitute, the Contract Amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Amount shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.

7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.

7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 PHYSICAL AND SUBSURFACE CONDITIONS

8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.

9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Section C,** Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **Section C,** Paragraph 13.2, whether or not the Work is fabricated, installed or completed.

9.4 Neither the County Engineer's authority to act under this **Section C,** Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS

10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Amount, he may make a claim therefore as provided in **Section C,** Paragraph 16.

10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 TESTS AND INSPECTIONS

11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Section C,** Paragraph 19.

11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. He will at all times maintain good discipline and order among his employees at the site.

12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.

12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 ACCESS TO THE WORK: UNCOVERING FINISHED WORK

13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.

13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be nondefective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Amount or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Section C,** Paragraph 16 and 17.

14.0 MODIFICATIONS

14.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

14.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 CHANGES IN THE WORK

15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Section C** Paragraphs 16 and 17.

15.2 The Public Works Director or designee may authorize changes in unit quantities or other minor changes not inconsistent with the scope of the Work by issuing a Field Change Order. The aggregate amount of all Field Change Orders, plus all other change orders issued for the Project, excluding those change orders approved by the BoCC, may not exceed ten percent (10%) of the Contract Amount or $500,000.00. Nor may the aggregate of Field Change Orders exceed the contingency amount.

15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Amount, or an extension of the Contract Time.

15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Amount, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 **CHANGE OF CONTRACT AMOUNT**

16.1 The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount.

16.2 The Contract Amount may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Amount, his claim shall be in writing delivered to the County and the County Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Change orders will be approved by the following procedure:

16.2.1 The county manager may approve change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or $500,000.00. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or $500,000.00.

16.2.2 The administrative services director or public works director may approve change orders of up to $50,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, as long as the cumulative total of these change orders does not exceed ten percent of the original contract price or $500,000.00.

16.2.3 The county manager, administrative services director or public works director may approve all change orders that decrease the cost to the county

16.2.4 Only the board may approve a change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.

16.3 All change orders approved by the county manager, administrative services director, or public works director shall be reported to the board as information items to be included in its consent agenda.

16.4 The value of any Work covered by a Change Order, for any claim for an increase in the Contract Amount, shall be determined in one of the following ways:

16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

16.4.2 Mutual acceptance of a lump sum or unit price.

16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.

16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and

16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 14.3.3, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data

16.4.5 Items listed in FDOT specs Section 9-2 will be adjusted in accordance with methods specified therein with the exception of Section 9-2.1.1.

16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost, will be in the amount of the actual net decrease as determined in **Section C,** Paragraph 16.3 and processed by Field Change Order.

17.0 CHANGE OF THE CONTRACT TIME

17.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the County Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be reviewed and approved by the County Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Section C,** Paragraph 17.1. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Section C,** Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 NEGLECTED WORK

18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Amount. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Amount. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

19.3 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Section C,** Paragraph 33 shall prevail.

20.0 APPLICATIONS FOR PROGRESS PAYMENTS

20.1 Not more than once a month, the County Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.

20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.

20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.

21.0 APPROVAL OF PAYMENTS

21.1 The County Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the County Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of his knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.

21.2 The County Engineer's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Section C,** Paragraph 21.3, have been fulfilled.

21.3 The County Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the County. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:

21.3.1 The Work is defective.

21.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

21.3.3 The Contract Amount has been reduced.

21.3.4 The County has been required to correct defective Work or complete the Work in accordance with **Section C,** Paragraph 18, or

21.3.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **Section C,** Paragraph 28.

22.0 FINAL PAYMENT

22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien, utilizing the form provided. The County Engineer will execute a Certificate of Completion and recommend final payment.

22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.

22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in **Section C,** Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

23.2 The making and acceptance of final payment shall constitute:

23.2.1 A waiver of all claims by the County against the Contractor, other than those arising from unsettled Liens, from faulty or defective work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

23.2.2 A waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 INDEMNIFICATION

24.1 To the maximum extent permitted by Florida law, the Contractor 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 Contractor 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 Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

24.2 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 Contractor, 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 Contractor. The Contractor'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 statute of limitations.

24.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

24.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

25.0 DEFAULT AND TERMINATION

25.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

25.2 The defaulting party shall be given seven (7) days in which to cure the default. The County Engineer 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 Department is authorized to provide final termination notice on behalf of the County to the Contractor.

25.3 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department County Engineer is authorized to provide written notice of termination on behalf of the County.

25.4 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

25.5 In the event 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 shall be the final authority as to the availability of funds.

26.0 SUCCESSORS AND ASSIGNS

26.1 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, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 **CONTRACT BONDS**

27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 **CLEANING UP**

28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 **COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Amount or extension of the Contract Time.

29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Amount or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **Section C,** Paragraphs 16 and 17.

30.0 **COUNTY'S RIGHT TO TERMINATE**

30.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

30.2 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

30.3 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

31.0 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

31.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County

Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

32.0 WORKPLACE VIOLENCE

32.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

32.1.1 Battery: intentional offensive touching or application of force or violence to another.

32.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

33.0 MISCELLANEOUS

33.1 WRITTEN NOTICE
Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

33.2 DUTIES AND OBLIGATIONS
Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **Section C,** Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

33.3 GOVERNING LAW
The Contract Document shall be governed by the law of the State of Florida.

33.4 POLLUTION ABATEMENT
The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. This includes the filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

33.5 INJURY OR DAMAGE TO PEOPLE OR PROPERTY
Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

33.6 HEALTH CONSIDERATIONS
The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. He shall commit no public nuisance.

33.7 ASSIGNMENT OF INTEREST –Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

33.8 BOOKS AND RECORDS – The County shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

33.9 NON WAIVER – The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non compliance.

SECTION E

SPECIAL CONDITIONS FOR ROADWAY AND DRAINAGE CONSTRUCTION

E-01 GENERAL

All work shall be performed in accordance with the design plans and the most current FDOT Standard Specifications for Road and Bridge Construction, except as provided for in these "Special Conditions" or the "Modifications to the FDOT Standard Specifications for Road and Bridge Construction". Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

Whenever, in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the following terms or their pronouns occur, they shall be defined as follows: Department of Transportation: Board of County Commissioners of Alachua County, Florida, or its duly authorized representative.

State Highway Engineer, State Transportation Engineer, District Engineer, Engineer of Materials and Tests, Engineer, Inspector: The Alachua County Engineer.

No construction shall occur within the bald eagle regulated zone (STA 146+00 to 160+00) from October 1 to May 15 unless the contractor has received written authorization from Stephen Hofstetter at the Alachua County Environmental Protection Department (Phone number: (352) 264-6811).

The width of the paved shoulder in Typical Section 1 on sheet C-3 (Typical Section) of the construction drawings has been reduced to 2 (two) feet wide and the unpaved shoulder for this Typical Section has been increased to 6 (six) feet wide. Slopes and grades for this Typical Section have NOT changed.

The width of the paved shoulder in Typical Section 2 on sheet C-3 (Typical Section) of the construction drawings has been reduced to 2 (two) feet wide and the unpaved shoulder for this Typical Section has been increased to 4 (four) feet wide. Slopes and grades for this Typical Section have NOT changed.

The contractor shall exercise extreme caution with equipment around existing trees at all times. The County Horticulturalist (Shirley Anderson 352-374-5245) shall be notified of any construction activities between STA 32+00 to STA 87+00 at least 48 hours prior to construction. Construction within STA 32+00 to STA 87+00 shall use the smallest equipment possible and shall be monitored by the County Horticulturalist.

E-02 STANDARD DOCUMENTS

Construction shown on the Drawings shall conform to the technical portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 edition, except when otherwise indicated hereinafter.

The drawings reference Index Sheets and Standards which are the FDOT Roadway and Traffic Design Standards, 2006 edition.

References to Article Numbers, hereinafter, apply to the FDOT Standard Specifications, 2007 edition, or subsequent revisions.

All traffic control devices and procedures shall conform to the FDOT and/or Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2003 edition.

E-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS

All work on the roadway portion of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, edition as stated in D-02, (Division II and III) and the edition as stated in D-02 of Supplemental Specifications thereto, except as modified and supplemented hereinafter or in the "Special Conditions" section. References to Section numbers hereinafter apply to the FDOT Standard Specifications.

SECTION 1 DEFINITIONS AND TERMS

1-3 Definitions:

Department

Shall be understood to be the County (Alachua County) or authorized representative of the County.

Holidays

To Holidays listed, add Christmas Eve Day.

Substantial Completion

Substantial completion is defined as the completion by the contractor and acceptance by the County of the FC 9.5 Friction Course including the initial application of final striping and markings, the placement of the retro-reflective pavement markers and the placement of all final stabilization.

Supplemental Agreement

This term shall be understood to be Change Order or Field Change Order.

Working Day

Saturdays, Sundays and County-designated holidays are not considered working days.
Unless prior approval is received from the County Engineer, work shall not be performed on these days.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

Processing of bid proposals shall be in accordance with Section B, "Instructions to Bidders," in the Contract Document.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

Awarding of bids shall be in accordance with Section B, "Instructions to Bidders," in the Contract Documents.

SECTION 4 SCOPE OF THE WORK

4.5 Rights in and use of material found on the site of the work

All usable excess materials (pipe, vegetation, structures, earth, etc.) shall remain property of Alachua County and will be stockpiled for removal by the County or delivered as specified in Section D, "Special Conditions." Unusable, damaged or other excess materials, as designated by the County Engineer's representative, shall be disposed of by the Contractor.

All reusable or recyclable material shall remain the property of the County, unless otherwise directed by the Engineer.

All other items addressed in Section 4 of the specifications are considered addressed in Section C of the contract documents.

SECTION 6 CONTROL OF MATERIALS

6-5.10 Asphaltic Concrete Mix Designs

Asphaltic concrete mix designs shall be the responsibility of the Contractor. Mix designs may be those previously and currently approved by the FDOT for specific mixtures or submitted with all applicable test results for review and approval. All quality assurance testing shall be the responsibility of the Contractor.

SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

7-13 Insurance

Delete this subsection. Insurance requirements will be in accordance with the type insurance in the Contract Documents, Section E.

7-22 Available Funds

Delete this subsection.

7-23 Contractor's Motor Vehicle Registration

Delete this subsection.

SECTION 8 PROSECUTION AND PROGRESS

8-1.1 General

Provisions concerning subcontracts are contained in Section C, Paragraph 7 of the Contract Documents.

8-7.3 Adjusting Contract Time

Adjustments to contract time will be in accordance with Section C, Paragraph 17 of the Contract Documents.

8-8 Thru 8-12

Delete these subsections.

SECTION 9 MEASUREMENT AND PAYMENT

Delete this section except for Section 9-2.

9-2 Scope of Payments.

Measurement and payment of quantities shall be as measured once installed and accepted. Measurement shall be in the form of the applicable unit. Exceptions are materials stockpiled due to availability prior to need, for which 100% of invoice may be paid, not to exceed 75% of bid price for the installed and accepted material. Progress payments and final payments will be in accordance with the Contract Documents, Section C Paragraphs 20, 21 and 22.

9-2.1.1 Fuels

Delete this subsection.

SECTION 102 MAINTENANCE OF TRAFFIC

102-5.1 Standards

Basic principles and minimum standards for all traffic maintenance activities will be in accordance with the current edition of the Index of Roadway and Traffic Design Standards and the Manual on Uniform Traffic Control Devices. Compensation for temporary striping will be by separate pay item or included in Maintenance of Traffic as specified in the contract special conditions. This item shall include relocation of mailboxes as required for maintenance of postal service, the temporary relocation of signs for visibility for emergency responders and final relocation to accommodate the widening of the roadway. Compensation for removal, disposal, and replacement of existing mailboxes shall be under a separate pay item and in accordance with FDOT Design Standards, Index No. 532.

102-13 Basis of payment

All traffic control devices (including signs), warning devices and barriers shall be furnished and maintained by the Contractor. Cost of all devices necessary for conformance to the Index of Roadway and Traffic Design Standards (current edition) shall be included in bid item for Maintenance of Traffic, unless bid separately.

SECTION 120 EXCAVATION AND EMBANKMENT

120-9.2.1 General

Add the following criteria to the stated requirements:

Compaction of materials which will be over four (4) feet below the top of subgrades shall be compacted to 95% of the maximum density as determined by AASHTO T-180, Method D. Materials within four (4) feet of top of subgrades shall be compacted to 98% of AASHTO T-180, Method D.

120-13 Method of Measurement (Excavation and Embankment)

Delete this subsection. Compensation for excavation, relocation, disposal of unsuitable excavated materials, and compaction of on-site materials utilized will be considered in bid price of "Grading". Measurement of borrow material shall be by cubic yard, truck measured, delivered, placed and compacted.

120-13.32 Borrow Excavation

Delete this entire subsection with the exception of Section 120-13.3, "Borrow Excavation." Borrow excavation shall represent all materials obtained from off-site areas necessary for construction to required line and grade. Provisions for County or Contractor furnished borrow areas will be addressed in the Special Conditions "Pay Items" section of the Contract Documents. (Payment shall be by cubic yard, truck measured, delivered and placed.) Material suitability for use shall be approved by the County prior to excavation and placement.

SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE

125-8.2.1 Density

Density requirements shall be in accordance with the modification provided herein for Section 120-9.2.1.

125-8.3.1 General

Density requirements shall be in accordance with the modification provided herein for Section 120-9.2.1. Exceptions provided for outside of roadway embankment still apply.

125-14.8 Pay Items

Payment for excavation for structures shall be included in the unit cost of the structure.

SECTION 160 STABILIZING

160-7.2.1.2 Tolerance in bearing value requirements: Where plans call for a minimum LBR value, under tolerance criteria is not applicable.

SECTION 200 ROCK BASE

200-9 Calculations for Average Thickness of Base

Delete this section.

200-10 Method of Measurement

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile.

200-11 Basis of Payment

Cost of priming will be included in the unit cost per square yard of rock base.

SECTION 300 PRIME AND TACK COATS FOR BASE COURSES

300-10 Basis of Payment

Cost of priming will be included in the unit cost per square yard of limerock base. Cost of tack coats shall be included in the unit cost of asphaltic concrete to be placed.

SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS

330-2 Quality Control By the Contractor:

The Contractor shall furnish asphaltic concrete from a FDOT certified plant. The Contractor's quality control shall be implemented in accordance with Section 330 during the course of providing materials for the project.

SECTION 334 SUPERPAVE ASPHALT CONCRETE

334-5 Acceptance of the Mixture on the Roadway

Contractor Quality Control test results shall be verified by Alachua County Public Works by separate sample.

334-8 Basis of Payment

Asphaltic concrete will be paid for by the appropriate unit cost for material acceptable to appropriate line and grade. No compensation is provided for asphalt beyond the specified thickness. Areas below specified thickness shall be corrected at the Contractor's expense, as required.

SECTION 337 ASPHALT CONCRETE FRICTION COURSES

337-3.2.2.1 Aggregates:

Per 407.141(d)1. of the Alachua County Unified Land Development Code, the use of recycled asphalt is prohibited in the final surface course.

SECTION 346 PORTLAND CEMENT CONCRETE

346-6.2 Concrete design Mix:

Mix designs utilized must be approved by Alachua County Public Works and must meet requirement of Section 346 & 347 of the FDOT Standard Specifications for Road & Bridge Construction (2004 Edition) for the appropriate class of concrete. Copies of approved concrete mix design shall be provided to the Contractor upon request.

SECTION 430 PIPE CULVERTS AND STORM SEWERS

430-11.1 New Pipe

Quantities of pipe to be paid shall be as measured, in-place and accepted. Cost of pipe shall include any additional base material required for conformance to FDOT Index No. 205.

SECTION 570 GRASSING (By Seeding)

570-6.7 Payment Items

Payment for fertilizer, seed, and mulch will be by a single pay item. Applications of all items will be to appropriate standards applicable for the season. Cost of netting or soil to hold mulch on 3:1 or greater slopes shall be included in the bid item unit cost.

SECTION 575 SODDING

575-5 Basis of Payment

Payment for fertilizer and sod will be by a single pay item for sodding. On plans indicating sodding of slopes steeper than 3:1, cost of pegging those slopes will be included in the total unit cost of sodding per square yard.

E-04 LAYING OUT THE WORK

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout, both horizontal and vertical, shall be completed under the supervision of a Land Surveyor, who is registered in the State of Florida. The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the County upon project completion.

E-05 TESTING

All testing shall be performed by the County except for pre-qualification testing of materials required by the FDOT Specifications, and testing required at the Contractor's expense in accordance with Section C, Paragraphs 11, 13, and 19. Section C, Paragraph 19.2 is further interpreted to provide that all costs incurred for services of a County contracted independent testing laboratory for any failing tests shall be billed directly to the Contractor, or deducted from contract payments.

E-06 PRECONSTRUCTION CONFERENCE

At the preconstruction conference, the Contractor shall present his proposed schedules for construction of the project. The Contractor shall also present any special traffic control plans, which may be required, and any special erosion control plans which may be required by design plans, specifications, or applicable permits.

E-07 PAY ITEMS – SPECIAL CONDITION

Item No. 1 - Maintenance of Traffic:

This item includes Contractor's preparation of maintenance of traffic control plans for the work area according to the requirements of the Manual of Uniform Traffic Control Devices, the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Operations on the State Highway System and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The maintenance of traffic plan must be submitted to and approved by the County prior to commencement of construction activities. This item shall also include all pavement markings with the exception of the final pavement markings as required by the Maintenance of Traffic plan.

The MOT plan shall include the use of Variable Message Signs (VMS) at each end of the project for a time period of at least one week prior to construction to alert motorist of pending work.

Lane closures shall not take place from 6:30 AM – 8:00 AM. Any night work must be approved by the County Engineer. The Contractor must notify Alachua County Public Works at least two working days prior to any planned lane closures.

No construction shall occur within the bald eagle regulated zone (STA 146+00 to 160+00) from October 1 to May 15 unless the contractor has received written authorization from Stephen Hofstetter at the Alachua County Environmental Protection Department (Phone number: (352) 264-6811).

In addition to Note 23, on Sheet C-2 (General Notes & Legend) of the construction drawings, the contractor shall not park any vehicles in the County right-of-way from STA 32+00 to STA 87+00.

Item No. 2 – Work Zone RPMs:

This item shall be used to furnish and install the initial installation of retro-reflective pavement markers on each intermediate layer only and must be maintained at all times. Work Zone RPM's shall be in place prior to opening the road to traffic.

Item No. 3 – Clearing and Grubbing:

This item shall include the saw-cutting of existing driveways and necessary roadside clearing within the limits of

construction, relocation of existing roadway signage and the relocation of existing mail boxes. It is the contractor's responsibility to replace any signs that are damaged during construction.

The contractor must maintain and keep street name identification visible during construction operations in order to facilitate emergency vehicle traffic.

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

The contractor shall minimize clearing and grubbing from STA 32+00 to 87+00 to 2-feet from the limits of construction as shown on the construction plans.

Item No. 4 – Erosion and Sedimentation Control:

This item shall include the installation and the cost and maintenance of any other materials than Item No. 5, No. 6 and No. 7 to comply with the latest FDOT Design Standards and any other regulations as required by law for any work done under this contract. Contractor shall submit an erosion and sedimentation control plan at the preconstruction conference including a dewatering plan for crossdrain work for approval by the County Engineer. This item includes the filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge.

Item No. 5 – Dewatering Plan:

This item shall include cost and the installation of any material or maintenance of any material for dewatering for crossdrain extension work or any other portion of the roadway construction as deemed necessary. Contractor shall submit dewatering plan two weeks prior to planned construction and obtain approval from Alachua County Public Works prior to any construction

Item No. 6 – Silt Fence Staked (Type III):

This item includes the original placement of silt fence plus replacements. Contractor shall submit an erosion and sedimentation control plan two weeks prior to planned construction and obtain approval from Alachua County Public Works prior to any construction. Silt fence shall be installed prior to clearing and grubbing. Install per FDOT Index 102. Provide toe-in for either option. Maintain silt fence in working order throughout construction.

Item No. 7 – Turbidity Barrier:

This item includes the original placement of turbidity barriers plus replacements. Contractor shall submit an erosion and sedimentation control plan two weeks prior to planned construction and obtain approval from Alachua County Public Works prior to any construction. Turbidity barriers shall be installed in accordance with the FDOT Index.

Item No. 8 - Grading:

This item shall include but is not limited to the redistribution of onsite material necessary to construct the shoulders and ditches in accordance with the plans. This item shall also includes the preparation and rework of the shoulder area of the roadway for the placement of the 4" limerock base course for the paved shoulders, the matching of the shoulder to the finished roadway grade and preparation of shoulder for sod application. The final grading and grassing must be complete prior to placement of the friction course. Excess suitable soils and excess unsuitable soils shall be disposed of by the contractor.

This item shall also include the cost to regrade swales to provide positive drainage as noted in plans.

Item No. 9 - Borrow:

This item is used to supply soil materials to be used with the grading of the shoulder areas and adjacent side slopes throughout the project area. Borrow material shall also be used to replace unsuitable material if needed. Borrow material shall be supplied by the contractor from an approved, permitted source. Borrow material shall meet a minimum LBR of 30; under tolerance will not be allowed. Suitability of borrow material shall be approved

by Alachua County prior to use.

Item No. 10 - Subsoil Excavation:

This is a contingency item and shall only be used if approved by the County Inspector. Subsoil excavation shall occur to a depth of 24" below the bottom of the limerock base, in accordance with FDOT Design Standard Index Number 500. The contractor is responsible for disposing of unsuitable materials.

Item No. 11 – Limerock Base Material

This item shall be used for driveway maintenance to regrade limerock driveways to match the new pavement edge.

Item No. 12 – 4" Limerock Base (Shoulders):

This item is to furnish and install the limerock base under the paved shoulders. Limerock shall be constructed to 4" thick and shall be compacted to 95% AAASHTO T-180, and placed on a firm, unyielding subgrade.

Item No. 13 – 12" Limerock Base:

This item is to furnish and install the limerock base at stations identified during construction for the removal of tree roots within the existing limerock base. Anticipated areas are between STA 32+00 to 37+50 and STA 62+00 to STA 68+00. Limerock shall be 12" thick and shall be compacted to 98% AASHTO T-180, and placed on stabilized subgrade. The payment for this item will be by square yards and areas will be delineated prior to construction by the Project Engineer.

Item No. 14 – Mill Existing Asphalt Pavement (1" Avg Depth):

This item applies to milling on the mainline. The mill shall be enough deep enough to eradicate existing pavement ruts. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the Magnesia Springs, 16800 SE CR 2082. The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, prior to the commencement of construction activities.

In the event that milling operations expose limerock base course, contractor shall immediately prime and sand exposed area with asphalt coated cover material meeting the requirements of section 300-2. of the Standard Specifications for Road and Bridge Construction (2007 edition). Limerock that is exposed during the milling operation shall be covered with structural course on the same day the milling is done.

The contractor may only mill the distance that can also be paved with the first lift of asphalt within the same work day. The elevation difference between two lane surfaces cannot exceed 1.5 inches without proper dropoff treatment.

This item includes a contingency for extending the limits of the project from STA 442+85 to the bridge deck and the bridge deck to STA 32+00. The Project Engineer will notify the contractor prior to construction if the project will include these limits.

Item No. 15 - Asphaltic Rubber Membrane Interlayer:

This item consists of an ARMI layer to be placed on the mainline in accordance with applicable FDOT Standard Specifications for Road and Bridge Construction. In accordance with FDOT requirements, the placement of the ARMI layer must be followed immediately by the placement of a 1.25" lift of structural course.

This item includes a contingency for extending the limits of the project from STA 442+85 to the bridge deck and the bridge deck to STA 32+00. The Project Engineer will notify the contractor prior to construction if the project will include these limits.

Item No. 16– Superpave Asphaltic Concrete (SP-12.5, Traffic B):

The contractor shall provide a uniform 2% slope from the centerline of the roadway. The 1.5" thickness of asphalt shall be the minimum allowable thickness of structural course allowed. This item shall meet all the requirements for **Traffic Level B** per the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Asphalt shall be placed with a mechanical spreader using electronic and automatic longitudinal screed controls. The County will expect the surface to pass the straight edge test. If the surface fails the straight edge test, the contractor shall correct at no cost to the County.

This item includes placement of 1.5" of asphalt for the structural course where anticipated base work is proposed. Anticipated areas are between STA 32+00 to 37+50 and STA 62+00 to STA 68+00. Areas will be delineated prior to construction by the Project Engineer.

Structural course must be in place prior to opening the roadway to traffic.

This item includes a contingency for extending the limits of the project from STA 442+85 to the bridge deck and the bridge deck to STA 32+00. The Project Engineer will notify the contractor prior to construction if the project will include these limits.

Item No. 17– Asphalt Friction Course (Incl. Bit. Mtl.) FC-9.5

This item consists of Superpave Asphaltic Concrete Type FC-9.5 and shall be bid in accordance with all applicable sections of the FDOT Standard Specifications for Road and Bridge Construction **with the exception of the use of RAP which is prohibited.** This item shall be placed at 1.25" thickness for the sidestreets and shall be bid with ARB-5 binder. The final grading and grassing must be in place in accordance with the FDOT Standard Specifications prior to the placement of the friction course. The County will expect the surface to pass the straight edge test. Asphalt shall be placed with a mechanical spreader using electronic and automatic longitudinal screed controls. If the surface fails the straight edge test, the contractor shall correct at no cost to the County. The asphalt on the sidestreets shall be placed so as to tie in to the new mainline pavement elevation and feather down to match existing sidestreet pavement elevation in accordance with FDOT Standard Specifications. The sidestreet pavement must also be placed to allow for proper drainage to the existing sidedrains.

This item includes placement of 1.25" of asphalt for the friction course where anticipated base work is proposed. Anticipated areas are between STA 32+00 to 37+50 and STA 62+00 to STA 68+00. Areas will be delineated prior to construction by the Project Engineer.

This item includes a contingency for extending the limits of the project from STA 442+85 to the bridge deck and the bridge deck to STA 32+00. The Project Engineer will notify the contractor prior to construction if the project will include these limits.

Item No. 18 – Curb & Gutter Conc. (TYPE D):

This item shall be used where noted in plans for Type "D" Curb and shall be installed according to the detail shown in the latest edition Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Utility Operations on the State Highway System Index 400.

Excavation within the limits of the Type "D" Curb should be limited horizontally to a 2-foot wide strip from the edge of the existing pavement and vertically to the minimum distance required for installation of the Type "D" Curb.

Item No. 19 – Curb & Gutter Conc. (8" RIBBON):

This item shall be used where noted in plans 8" Ribbon Curb and shall be installed according to the detail shown in the latest edition Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Utility Operations on the State Highway System Index 300.

Excavation within the limits of the 8" Ribbon Curb should be limited horizontally to a 2-foot wide strip from the edge of the existing pavement and vertically to the minimum distance required for installation of the 8" Ribbon Curb.

Item No. 20 – Guardrail – W-Beam:

This item shall be used where noted in plans for guardrail installation and shall be installed according to the detail shown in the latest edition Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Utility Operations on the State Highway System Index 300.

Item No. 21 – Guardrail End Anchorage Assembly (ET-2000):

This item shall include the cost to furnish and install the 'ET-2000' guardrail end anchorage system where noted in plans, and all necessary shop bent panels, connecting hardware and support structures related to the proper installation of the end anchorage as shown in the FDOT approved vendor drawings from Trinity Highway Products. The County Engineer must authorize any deviation from the FDOT approved vendor drawings.

Item No. 22 – Guardrail, Special Posts:

This item is a contingency item and shall be used as necessary in accordance with the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Utility Operations on the State Highway System Index

Item No. 23 – Miscellaneous Asphalt:

This item shall be used to construct the 3' wide, 2" asphalt pad at guardrail location as noted in plans and as required by the latest edition of the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Utility Operations on the State Highway System Index.

Item No. 24 – Mailboxes:

This item shall be used as noted in plans and as a contingency item to be used as determined by the County Inspector. This item shall be used for removal, disposal and replacement of any existing mailboxes. Mailboxes shall be replaced in accordance to FDOT Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Index 532.

Item No. 25 thru Item No. 29 – CMP and RCP (Sidedrains):

These items shall be used as noted in plans and as contingency items where determined by the County Inspector. These items shall be used for replacement or extension of existing side drains. The CMP shall be aluminized steel pipe or suitable equivalent approved by the County Engineer. The RCP shall be concrete pipe or suitable equivalent approved by the County Engineer. These items include the cost of the removal and disposal of the existing pipe.

Item No. 30 thru Item No. 33 – CMP and RCP (Crossdrains):

These items shall be used as noted in plans and as contingency items where determined by the County Inspector. These items shall be used for replacement or extension of existing cross drains. The CMP shall be aluminized steel pipe or suitable equivalent approved by the County Engineer. The RCP shall be concrete pipe or suitable equivalent approved by the County Engineer. These items include the cost of the removal and disposal of the existing pipe and should include the cost for 16" Limerock Open Cut and 2" SP 12.5 Traffic B Open Cut. Limerock shall be 16" thick and shall be compacted to 98% AASHTO T-180, and placed on stabilized subgrade. The contractor shall provide a uniform 2% slope from the centerline of the roadway. The 2.0" thickness of asphalt shall be the minimum allowable thickness of structural course allowed. This item shall meet all the requirements for **Traffic Level B** per the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Asphalt shall be placed with a mechanical spreader using electronic and automatic longitudinal screed controls. The County will expect the surface to pass the straight edge test. If the surface fails the straight edge test, the contractor shall correct at no cost to the County.

Item No. 34 thru Item No. 38 – Mitered End Sections (Sidedrains):

These items shall be used as noted in plans and as contingency items where determined by the County

Inspector. These items shall be used as end treatments for sidedrain extensions or replacements. The mitered end section shall comply with the latest edition of the FDOT Design Standard Index 273, and shall be compatible with corrugated metal pipe or reinforced concrete pipe, as applicable. Cost for this item shall include the demolition of the existing pipe end treatment and disposal of the debris to an approved offsite disposal facility. This item includes the cost of removal and disposal of the existing structure.

Item No. 39 thru Item No. 43 – Mitered End Sections (Crossdrains):

These items shall be used as noted in plans and as contingency items where determined by the County Inspector. These items shall be used as end treatments for crossdrain extensions or replacements. The mitered end section shall comply with the latest edition of the FDOT Design Standard Index 272, and shall be compatible with corrugated metal pipe or reinforced concrete pipe, as applicable. Cost for this item shall include the demolition of the existing pipe end treatment and disposal of the debris to an approved offsite disposal facility. This item includes the cost of removal and disposal of the existing structure.

Item No. 44 thru Item No. 47 – Concrete Endwalls:

These items shall be used where noted in plans. The endwall shall comply with the latest edition of the FDOT Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Index 250 and shall be compatible with reinforced concrete pipe. Cost for these items shall include the demolition of the existing pipe end treatment and disposal of the debris to an approved offsite disposal facility. Contractor may use either pre-cast or cast-in-place endwall.

Item No. 48 thru Item No. 50 – Box Culvert Extensions:

These items shall be used to construct the box culvert extensions at STA 227+61, STA 234+02 and STA 254+87 as shown in plans and shall be installed according to the detail shown in the plans and the latest edition of the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Utility Operations on the State Highway System Index 289. Price shall include the cost of all class IV concrete, reinforcing and all materials and labor necessary for construction. This item shall also include the construction of the endwall. Cost for this item shall include any demolition required for extensions disposal of the debris to an approved offsite disposal facility.

Item No. 51 – Culvert Desilting:

This item shall be used to desilt all disturbed pipes and where determined by the County Inspector.

Item No. 53 – Fertilize, Seed And Mulch:

This item shall be used to stabilize all disturbed areas.

Item No. 54 – Sodding (Bahia):

This item shall only be used to sod a strip down each side of the roadway as indicated in the plans, in areas required by the FDOT Design Standard Index and areas specified by the County Inspector. All sod shall be Bahia sod. All sodding must be complete prior to the placement of the friction course. Any portion of the existing right-of-way that is disturbed outside the limits of construction shall be sodded at the contractor's expense as directed by the County Inspector. This item shall also include fertilizer. The contractor shall furnish to the County Inspector, prior to placement of any sod, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industry, stating that the sod is free of noxious weeds, including tropical soda apple. All sod materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

Item No. 56 thru Item No. 59 – Pavement Markings and Stripe (Paint):

These items shall be used as the initial application of striping on friction course.

Item No. 60 thru Item No. 63 – Pavement Markings and Stripe (Thermo):

These items shall be used as the final application of striping on friction course a minimum of 14 days after the

initial application.

SECTION F

1.0 **TYPE A INSURANCE REQUIRED**

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.

2.0 **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.

3.0 **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.

4.0 **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.

5.0 **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.

6.0 **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

6.1 **Commercial General Liability and Automobile Liability Coverages**

6.1.1 **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as Insureds 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. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6.1.2 The **Contractor's insurance coverage shall be 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.

7.0 **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

8.0 **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.

9.0 **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: and Mailing Address

Alachua County Board of County Commissioners
c/o Ebix, Inc.
P.O. Box 257
Portland, MI 48875

Client#: 18451 2VEWHITE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. 4880 Newberry Road, Ste. 100 Gainesville, FL 32635-7400 352 378-2511	CONTACT NAME: PHONE (A/C, No, Ext): 352 378-2511 FAX (A/C, No): 352-378-9801 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED V. E. Whitehurst & Sons, Inc. 20551 NE 75 Street Williston, FL 32696	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Westfield Insurance Co. — 24112 INSURER B: Cincinnati Insurance Co — 10677 INSURER C: Bridgefield Employers Ins Co — 10701 INSURER D: — INSURER E: — INSURER F: —

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y		CMM1884265	10/01/2010	10/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Drive Other Car			CMM1884265	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 0			CAP5889652	10/01/2010	10/01/2011	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83033183	01/01/2011	01/01/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability - Blanket Additional Insured form CG2033(07/04) applies and attached.

RE: Bid #10-429; Project #6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301.

CERTIFICATE HOLDER

Alachua County Public Works Department
PO Box 1188
Gainesville, FL 32602-1188

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SSHIL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

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V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

SECTION G

BID FORM

Bid # 10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

Date: November 17, 2010

Board of County Commissioners
Alachua County, Florida
Gainesville, Florida

Dear Commissioners:

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done, and that he has examined the plans and Specifications for the Work and comments hereto attached. The Bidder further declares that the only persons, company or parties interested in this Bid or the contract to be entered into, as principals, are named herein; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith and without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted, to contract with Alachua County, Florida, through the Board of County Commissioners, Gainesville, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for: **Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301** to furnish the prescribed Performance and Payment Bond for not less than the total bid price; and to furnish the required evidence of the specified insurance.

The undersigned further agrees that in case of failure on his part to execute said contract within thirty (30) consecutive calendar days after written notice being given of award of contract, the certified or cashier's check or bid bond accompanying this bid, and money payable thereon, shall be paid into funds of the Alachua County Board of County Commissioners, Gainesville, Florida, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

The undersigned agrees to commence work as set forth in the Notice to Proceed and to reach substantial completion within **300** calendar days from the date on which work commences with final completion within **30** calendar days thereafter. If the Contractor fails to complete the work within the specified time, the Contractor agrees to pay the County **$1,914.00** per calendar day as liquidated damages for substantial completion and **$957.00** per calendar day as liquidated damages for final completion.

Attached is a list of similar projects and a list of Subcontractors as covered in the Instructions to Bidders.

The Bidder agrees to accept in full compensation for each item the prices named in the schedule incorporated herein and attached as "Bid Schedule". The Bidder understands that the quantities shown on the "Bid Schedule" are approximate only and subject to increase or decrease. Should they be increased or decreased, work will be performed at the unit price bid herein. Actual quantities will be determined upon completion of the work.

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

Bid Form Cont'd

Bid # 10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

V. E. Whitehurst & Sons, Inc. **BIDDER**

Attest:

BY: William J. Whitehurst

Controller
Title

President
Title

20551 N.E. 75th Street, Williston, FL 32696
Address

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Number(s): 1, _____, _____, _____, _____, _____, Bidder shall insert Number of each Addendum received and agrees that all addenda issues are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

BIDDER

Attest:

BY: William J. Whitehurst, President

Controller
Title

Title

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

BID SCHEDULE

Bid # 10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	MAINTENANCE OF TRAFFIC	1	LS	217,910.00	217,910.00
2	WORK ZONE RPMs	1800	EA	3.00	5,400.00
3	CLEARING AND GRUBBING	1	LS	15,000.00	15,000.00
4	EROSION AND SEDIMENTATION CONTROL	1	LS	5,000.00	5,000.00
5	DEWATERING PLAN	1	LS	3,200.00	3,200.00
6	SILT FENCE STAKED (TYPE III)	15,000	LF	0.95	14,250.00
7	TURBIDITY BARRIER	2,000	LF	3.00	6,000.00
8	GRADING	1	LS	110,000.00	110,000.00
9	BORROW	105,500	CY	5.75	606,625.00
10	SUBSOIL EXCAVATION	225	CY	20.00	4,500.00
11	LIMEROCK BASE MATERIAL	100	TN	15.00	1,500.00
12	4" LIMEROCK BASE (LBR 100)	18,750	SY	4.80	90,000.00
13	12" LIMEROCK BASE (LBR 100)	4,000	SY	10.80	43,200.00
14	MILL EXISTING ASPHALT PAVEMENT (1" AVG DEPTH)	94,200	SY	0.77	72,534.00
15	ASPHALTIC RUBBER MEMBRANE INTERLAYER	94,200	SY	3.48	327,816.00
16	SUPERPAVE ASPHALTIC CONCRETE (SP-12.5, TRAFFIC B)	13,000	TN	71.70	932,100.00
17	ASPHALT FRICTION COURSE (INCL. BIT. MTL.) FC-9.5	122,065	SY	6.57	801,967.05
18	CURB & GUTTER CONC (TYPE D)	500	LF	16.90	8,450.00

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
19	CURB & GUTTER CONC (8" RIBBON)	60	LF	26.50	1,590.00
20	GUARDRAIL (W-BEAM)	3,687.5	LF	14.40	53,100.00
21	GUARDRAIL END ANCORAGE ASSEMBLY (ET-2000)	28	EA	1,665.00	46,620.00
22	GUARDRAIL, SPECIAL POSTS	16	EA	127.00	2,032.00
23	MISCELLANEOUS ASPHALT	170	TN	200.00	34,000.00
24	MAILBOXES	25	EA	90.00	2,250.00
25	15" X 21" CMP (CONTIGENCY) (SIDEDRAIN)	104	LF	53.00	5,512.00
26	18" CMP (SIDEDRAIN)	300	LF	53.00	15,900.00
27	24" CMP (SIDEDRAIN)	32	LF	105.00	3,360.00
28	18" RCP (SIDEDRAIN)	400	LF	53.00	21,200.00
29	24" RCP (SIDEDRAIN)	300	LF	63.50	19,050.00
30	24" CMP (CROSSDRAIN)	16	LF	112.00	1,792.00
31	18" RCP (CROSSDRAIN)	96	LF	63.50	6,096.00
32	24" RCP (CROSSDRAIN)	48	LF	105.00	5,040.00
33	30" RCP (CROSSDRAIN)	64	LF	148.50	9,504.00
34	15" X 21" CMP MITERED END SECTION (CONTINGENCY) (SIDEDRAIN - INDEX 273)	6	EA	845.00	5,070.00
35	18" CMP MITTERED END SECTION (SIDEDRAIN - INDEX 273)	18	EA	845.00	15,210.00
36	24" CMP MITERED END SECTION (SIDEDRAIN - INDEX 273)	2	EA	955.00	1,910.00
37	18" RCP MITERED END SECTION (SIDEDRAIN - INDEX 273)	8	EA	845.00	6,760.00

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
38	24" RCP MITERED END SECTION (SIDEDRAIN - INDEX 273)	12	EA	955.00	11,460.00
39	24" CMP MITERED END SECTION (CROSSDRAIN - INDEX 272)	2	EA	955.00	1,910.00
40	18" RCP MITERED END SECTION (CROSSDRAIN - INDEX 272)	4	EA	845.00	3,380.00
41	18" RCP MITERED END SECTION (DOUBLE) (CROSSDRAIN - INDEX 272)	2	EA	1,590.00	3,180.00
42	24" RCP MITERED END SECTION (CROSSDRAIN - INDEX 272)	2	EA	1,800.00	3,600.00
43	24" RCP MITERED END SECTION (DOUBLE) (CROSSDRAIN - INDEX 272)	2	EA	3,450.00	6,900.00
44	CONCRETE ENDWALL (18" RCP)	4	EA	1,900.00	7,600.00
45	CONCRETE ENDWALL (24" RCP)	4	EA	2,120.00	8,480.00
46	CONCRETE ENDWALL (30" RCP)	4	EA	2,650.00	10,600.00
47	CONCRETE ENDWALL (DOUBLE 30" RCP)	2	EA	4,240.00	8,480.00
48	BOX CULVERT EXTENSION (STA 227+61)	1	LS	12,720.00	12,720.00
49	BOX CULVERT EXTENSION (STA 234+02)	1	LS	11,765.00	11,765.00
50	BOX CULVERT EXTENSION (STA 254+87)	1	LS	15,235.00	15,235.00
51	CULVERT DESILTING	500	LF	6.35	3,175.00
52	TYPE 'C' DBI	1	EA	1,590.00	1,590.00
53	FERTILIZE, SEED AND MULCH	100,000	SY	0.19	19,000.00
54	SOD (BAHIA)	41,000	SY	1.59	65,190.00
55	WATER FOR GRASSING	850	MG	5.30	4,505.00
56	6" YELLOW SOLID (PAINT)	7	NM	610.00	4,270.00

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
57	6" YELLOW SKIP (10'-30') (PAINT)	5.5	GM	300.00	1,650.00
58	6" WHITE EDGELINE (PAINT)	16.1	NM	610.00	9,821.00
59	24" WHITE (PAINT)	68	LF	2.15	146.20
60	6" YELLOW SOLID (THERMO)	7	NM	3,150.00	22,050.00
61	6" YELLOW SKIP (10'-30') (THERMO)	5.5	GM	940.00	5,170.00
62	6" WHITE EDGELINE (THERMO)	16.1	NM	3,120.00	50,232.00
63	24" WHITE (THERMO)	68	LF	6.50	442.00
64	RETRO REFLECTIVE PAVEMENT MARKERS	1800	EA	4.10	7,380.00
	TOTAL BID AMOUNT			$3,821,379.25	
	10% OF TOTAL BID AMOUNT (CONTINGENCY)			$382,137.93	
	TOTAL BID AMOUNT PLUS 10% CONTINGENCY			$4,203,517.18	

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

NOTE: This bid is a unit price bid based on estimated quantities. Final payment shall be based upon actual field measurement of quantities.

V. E. Whitehurst & Sons, Inc.
Name of Bidding Company

List of Unit Abbreviations:

SY Square Yards	GL Gallons
LS Lump Sum	MG Thousand Gallons
CY Cubic Yards	GM Gross Miles
EA Each	LF Linear Feet
TN Tons	NM Net Miles
AC Acre	RCP Reinforced Concrete Pipe
HR Hour	PI Per Intersection
CD Cross Drain	SD Side Drain
AS Assembly	ED Each Day

Bidder's Signature

November 17, 2010
Date

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

EXHIBIT A

Proposed Subcontractors Form

Bid # 10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

I certify that our Company, listed below, is an Alachua County Certified Small Business Enterprise registered prior to opening for the above Bid/RFP.

V. E. Whitehurst & Sons, Inc.	20551 NE 75th St., Williston, FL 32696	352-528-2101
Name of Company	Address	Phone Number
Signature	Title	Date

The undersigned representative of the Bidder states that the Bidder has contacted Alachua County's certified Small Business Enterprises (SBEs) listed below. The SBEs have agreed to perform the work for **the total dollar value and percentage of the bid/contract** set forth below. The undersigned representative of the Bidder further states that the following information regarding SBE Subcontractors is true and correct to the best of his or her knowledge and belief.

	President	11/ 17 / 2010
Signature	Title	Date

Jenkins Painting, Inc.	**Mill-It Corporation**
Name of Contractor — SBE? Yes/No: Yes	Name of Contractor — SBE? Yes/No: No
5551 NW 60th Street Chiefland, FL 32626	9630 Discovery Court Altamonte Springs, FL 32714
Address: Striping	Address: Milling
Scope of Work to be Performed	Scope of Work to be Performed
$ 115,816.50 (Total $ Value)	3 % (% of Total Bid/RFP)
$ 46,158.00 (Total $ Value)	1 % (% of Total Bid/RFP)
Suwannee Valley Grassing, Inc.	**Andrews Paving, Inc.**
Name of Contractor — SBE? Yes/No: No	Name of Contractor — SBE? Yes/No: No
P.O. Box 2084 Lake City, FL 32056-2084	6327 NW 123rd Place Gainesville, FL 32653
Address: Grassing	Address: Concrete and Drainage
Scope of Work to be Performed	Scope of Work to be Performed
$ 83,750.00 (Total $ Value)	2 % (% of Total Bid/RFP)
$ 226,375.00 (Total $ Value)	6 % (% of Total Bid/RFP)
Alford Construction, Inc.	
Name of Contractor — SBE? Yes/No: No	Name of Contractor — SBE? Yes/No
P.O. Box 15757 Tampa, FL 33684-5757	
Address: Guardrail	Address
Scope of Work to be Performed	Scope of Work to be Performed
$ 96,030.00 (Total $ Value)	3 % (% of Total Bid/RFP)
$ (Total $ Value)	% (% of Total Bid/RFP)

If SBE subcontractors are **not available** for the bid/RFP, a Good Faith Effort Form, EXHIBIT B, **must be completed.**

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696 **EXHIBIT B**

Good Faith Effort Form

This form must be completed if you do not have SBEs participation for this Bid/RFP.

BID NUMBER: # 10-429; **Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301**
Vendor/Company Name: V. E. Whitehurst & Sons, Inc. Phone: 352-528-2101

In accordance with Section 22.36 of the Alachua County Purchasing Code and section 1.8 of this document, the undersigned vendor hereby certifies that (**VENDOR MUST CHECK ONE OF THE FOLLOWING**):

- The County's SBE directory did not have any vendors available for the above Bid/RFP services.

X - I, representing the above company, have solicited and received responses from the following certified SBE companies listed below.

- I certify that our Company as the prime vendor will perform all work and no subcontractors will be utilized for this Bid/RFP.

Signature	Title	Date
	President	11/17/2010

1	Name of SBE Company: Jenkins Painting, Inc.		Date SBE Contacted
SBE Contact Name: Dewayne Jenkins		Phone: 352-493-4021	11 / 9 / 2010
SBE Response: Received quote.			

2	Name of SBE Company: Smith & Son's Sod Company		Date SBE Contacted
SBE Contact Name: Jason Demartino		Phone: 386-755-4328	11 / 9 / 2010
SBE Response: Received quote.			

3	Name of SBE Company: CDM Contracting, Inc.		Date SBE Contacted
SBE Contact Name: Pete Henry		Phone: 386-496-3883	11 / 9 / 2010
SBE Response: Received quote.			

4	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
SBE Response:			

5	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
SBE Response:			

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

EXHIBIT C

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

V. E. Whitehurst & Sons, Inc.
Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

November 17, 2010
Date

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

EXHIBIT D

BIDDER'S QUESTIONNAIRE

Bidder's Name: V. E. Whitehurst & Sons, Inc.

Bidder's Address: 20551 NE 75th St., Williston, FL 32696 Phone: 352-528-2101

Number of years in this type of service? 62

Number of years licensed in Alachua County: 34

Number of employees "ON THE JOB" each week: 74

Number of employees "ON CALL" each week: 0

Will you subcontract any part of this work: Yes X No ____ If so, give details: We will subcontract the milling, concrete and drainage, guardrail, grassing and striping.

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Asphalt plants, pavers, dumptrucks, loaders, motorgraders, backhoes, rollers and spreaders.

Do you currently hold any municipality contracts: Yes X No ____ If so, please indicate below:

Alachua County
City of Williston
City of Gainesville
Florida Dept. of Transportation

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: Florida Dept. of Transportation Phone: 352-381-4200
   Contact Person: Lori Williams, P.E., Resident Eng.
2) Firm: Alachua County Public Works Dept. Phone: 352-374-5245
   Contact Person: David Cerlanek, P.E.
3) Firm: Levy Co. Board of Co. Commissioners Phone: 352-486-2872
   Contact Person: Lee Mills, P.E., County Engineer

Are your employees screened by: (indicate)

1) Polygraph No
2) General Interview Yes
3) Background Investigation No
4) Police Record Check No
5) Additional MVR check and References

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes ____ No X . If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: 7:00 AM to 5:30 PM, Monday - Friday

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

Install the items of work in the bid schedule within the time allotted.

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: November 17, 2010 AUTHORIZED SIGNATURE: William V. Whitehurst, President

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696 EXHIBIT E

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: William J. Whitehurst, President

ADDRESS 20551 N.E. 75th Street

Williston, FL 32696

PHONE NO. 352-528-2101

FAX NO. 352-528-3857

ALTERNATE RESPONSIBLE AGENT: Jack W. Whitehurst, Vice President

ADDRESS 20551 N.E. 75th Street

Williston, FL 32696

PHONE NO. 352-528-2101

FAX NO. 352-528-3857

SIGNED: DATE: November 17, 2010

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

EXHIBIT I

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida '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), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(execute either section I. or II., but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder's Signature

November 17, 2010
Date

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid or proposal. The undersigned bidder or proposer 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.

Bidder's Signature

Date

July 26. 2006

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

EXHIBIT F

FORM OF BID BOND

STATE OF FLORIDA
COUNTY OF ALACHUA
KNOW ALL MEN BY THESE PRESENTS:

That we, V.E. Whitehurst & Sons, Inc., and Western Surety Company as Surety, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee hereinafter called COUNTY, in the amount of 5% of the total actual bid ($ 5%), for the payment of whereof BIDDER and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally.

WHEREAS, Bidder contemplates submitting or has submitted, as a bid to the COUNTY for furnishing certain materials and labor in connection with the construction of Mill and Resurface of County Road 325, including all incidental and necessary work thereto covered by these specifications.

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with the COUNTY for the performance of said contract, within ten (10) consecutive calendar days after written notice having been given of the award of the contract

THE CONDITION OF THIS BOND IS, if:

1. The bid of the Bidder is accepted by the COUNTY and within ten (10) consecutive calendar days after written notice of such acceptance, the Bidder shall enter into a written contract with the COUNTY and furnish a contract surety bond in an amount equal to one hundred percent (100%) of the base bid, satisfactory to the county (if required in the detailed specifications), then

THIS BOND IS VOID; OTHERWISE, IT REMINS IN FULL FORCE AND EFFECT, AND

The sum herein stated shall be due and payable to the COUNTY, and the Surety herein agrees to pay said sum immediately upon demand of the COUNTY in good lawful money of the United States of America, as liquidated damages for failure thereof of said bidder.

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

Signed and sealed this 17th day of November , 20 10 .

WITNESS: _____

_____
Asst. Secretary

V.E. Whitehurst & Sons, Inc.
(Name of Corporation)

By _____
(Signature and Title)

(CORPORATE SEAL)

William J. Whitehurst, President
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

_____
Cheryl L. Boland (Agent and Attorney-in-fact)

INSURANCE COMPANY:

By _____
Todd S. Bryant, Attorney-in-fact

2560 North Young Blvd.
(Street)

Address PO Box 1520

Chiefland, FL 32644
(City /State/Zip Code)

Telephone No. (352) 493-2565

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Todd S. Bryant, Cheryl Lynn Boland, Individually

of Chiefland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2006

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of October, 2006, before me personally came Paul T Bruflat, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Sioux Falls, State of South Dakota, that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D Krell, Notary Public

CERTIFICATE

I, L Nelson Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17TH day of NOVEMBER, 2010

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation The signature of any such officer and the corporate seal may be printed by facsimile.

RCVD FM 2:23 11/17/10

PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):	V. E. Whitehurst & Sons, Inc.
PRINCIPAL BUSINESS ADDRESS (No PO Box):	20551 N.E. 75th Street Williston, FL 32696
TELEPHONE NUMBER:	(352) 528-2102 Fax: (352) 528-3857

SURETY

COMPANY (LEGAL NAME):	WESTERN SURETY COMPANY
PRINCIPAL BUSINESS ADDRESS (No PO Box):	101 S. PHILLIPS AVE, SIOUX FALLS, SD 57104
TELEPHONE NUMBER:	605-336-0850

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:	
AMOUNT:	$4,203,517.18
GENERAL DESCRIPTION:	MILL AND RESURFACE OF SE CR 325
STREET ADDRESS OF PROJECT:	FROM SE CR 346 TO US 301
PO #, RFP, OR BID #:	BID #10-429

BOND

BOND NUMBER:	929473007
DATE:	1/13/2011
AMOUNT:	$4,203,517.18

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this 11th day of January, 20 11.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

V. E. Whitehurst & Sons, Inc.

By: _____

Name: William J. Whitehurst

Title: President

Witnesses as to Contractor

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 11 day of January, 2011, by William J. Whitehurst, as President of V. E. Whitehurst & Sons, Inc., a Florida corporation, on behalf of the corporation.

He/she is personally known to me OR has produced Personally Known as identification.

Notary Public (Signature) Jessie E. Taylor

Printed Name Jessie E Taylor My Commission Expires: July 23, 2014

JESSIE E. TAYLOR
MY COMMISSION # EE2315
EXPIRES: July 23, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Todd S. Bryant, Cheryl Lynn Boland, Individually

of Chiefland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2006.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13TH day of JANUARY, 2011.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: Todd S Bryant

SEAL

PRINTED NAME AND TITLE: TODD S. BRYANT ATTORNEY IN FACT

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):	V. E. Whitehurst & Sons, Inc.
PRINCIPAL BUSINESS ADDRESS (No PO Box):	20551 N.E. 75th Street Williston, FL 32696
TELEPHONE NUMBER:	(352) 528-2101 Fax: (352) 528-3857

SURETY

COMPANY (LEGAL NAME):	WESTERN SURETY COMPANY
PRINCIPAL BUSINESS ADDRESS (No PO Box):	101 S. PHILLIPS AVE, SIOUX FALLS, SD 57104
TELEPHONE NUMBER:	605-336-0850

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:	
AMOUNT:	$4,203,517.18
GENERAL DESCRIPTION:	MILL AND RESURFACE OF SE CR 325
STREET ADDRESS OF PROJECT:	FROM SE CR 346 TO US 301
PO #, RFP, OR BID #:	BID #10-429

BOND

BOND NUMBER:	929473007
DATE:	1/13/2011
AMOUNT:	$4,203,517.18

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and

2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and

3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or

2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this 11TH day of JANUARY, 20 11.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

V. E. Whitehurst & Sons, Inc.

Witnesses as to Contractor

By: _____

Name: William J. Whitehurst

Title: President

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 11th day of JANUARY, 2011, by William J. Whitehurst, as President of V. E. Whitehurst & Sons, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced Personally Known as identification.

Notary Public (Signature) Jessie E. Taylor

Printed Name Jessie E Taylor My Commission Expires: July 23, 2014

(AFFIX NOTARY SEAL)

JESSIE E. TAYLOR
MY COMMISSION # EE2315
EXPIRES: July 23, 2014
Fl. Notary Discount Assoc. Co.

SURETY

SIGNATURE: Todd S Bryant SEAL

PRINTED NAME AND TITLE: TODD S. BRYANT ATTORNEY IN FACT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Todd S. Bryant, Cheryl Lynn Boland, Individually

of Chiefland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2006.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13TH day of JANUARY, 2011.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION H

CONTRACT ADMINISTRATION FORMS

NOTICE TO PROCEED	EXHIBIT I
CHANGE ORDER	EXHIBIT J
FIELD CHANGE ORDER	EXHIBIT K
PAYMENT APPLICATION	EXHIBIT L
CONTRACTOR'S FINAL AFFIDAVIT	EXHIBIT M
SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN	EXHIBIT N
CERTIFICATION OF COMPLETION	EXHIBIT O

EXHIBIT J

NOTICE TO PROCEED

Date_____

Project No. _____ **Project Name**:_____

TO: _____
_____
_____
_____

On _____, the Chairman of the Board of County Commissioners approved the contract for the subject project. You are herein authorized to proceed with construction of the project on or before _____. Contract time shall be reckoned from the date you actually start, but no later than the date specified above. Notify this office at least 24 hours prior to beginning work.

_____
Public Works Director

EXHIBIT M

PAYMENT APPLICATION

Project No. _____ Project Name _____

Estimate No. _____ Contractor _____

Through _____ _____
(Date)

_____

_____

TOTAL $ _____

LESS 10% RETAINAGE _____

LESS PREVIOUS PAYMENTS _____

AMOUNT DUE $ _____

Submitted for Payment:

_____
Contractor

Approved for Payment:

_____
Alachua County Engineer

Code _____

EXHIBIT N

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

Project No. _____ **Project Name:** _____

BEFORE ME the undersigned authority personally appeared _____ who after being by me first duly sworn, deposes and says that:

1) He is _____ of _____
(Title of Officer) (Name of Company)
doing business in the State of Florida, hereinafter called Contractor.

2) Contractor pursuant to Contract dated _____, hereinafter referred to as Contract, with Alachua County, Florida, hereinafter referred to as County, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3) Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full except to the following:

Name: _____ Address: _____ Amount Due: _____
(Write in "NONE" if all persons and firms have been paid in full.)

4) The undersigned affiant for and in consideration of final payment to him in the amount of $_____, and all other previous payments paid by County to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished on any other class of lien whatsoever, on any of the premises owned by County on which improvements have been completed in connection with the aforementioned Contract.

5) The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the Contractor as set forth above.

6) The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing County to make final disbursement and payment to the Contractor in the amount of $_____.

7) This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to County under said applicable laws, affiant expressly agrees to indemnify and save County harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, sub-contractors, or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned Contract.

Contractor:

Attest: _____

_____ **By**: _____

_____ _____
Title **Title**

EXHIBIT O

SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN

PARTIAL _____
FINAL _____

OWNER:

CM or CONTRACTOR: _____

PROJECT # _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (The CM or Contractor) has been engaged by ____ _____ (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and _____ (The Subcontractor or Materialman) has been engaged by _____ (The CM or Contractor) to assist.

NOW THEREFORE, _____ (The Subcontractor or Materialman) for and in consideration of $_____ (prior payments received) and contingent upon receipt of $_____ (anticipated current month's payment) will, upon receipt of aforementioned anticipated payment, waive, release, and relinquish all claims, demands, liens, or rights of liens, to the extent of the amount of $_____ (total of prior and anticipated payments) for all work, labor, materials, machinery or other goods equipment, or services done, performed, and/or furnished for the construction of the above referenced project.

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application _____ dated _____, a copy of which is attached hereto.

DATE: _____

_____
(Subcontractor or Materialman)

STATE OF FLORIDA
COUNTY OF ALACHUA
The foregoing instrument was acknowledged before me this day of (year) , by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed) .

_____
(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

EXHIBIT P

CERTIFICATION OF COMPLETION

DATE _____

Project No. _____ **Project Name:** _____

TO: _____
_____
_____
_____

On _____, a final inspection was held on the subject project. All construction was found to be constructed in accordance with the Contract Documents, and the project is herein accepted by Alachua County. Upon receipt of your Application for Final Payment and the Final Affidavit and Release of Lien, the project shall be processed for final payment.

_____
Richard L. Hedrick
Public Works Director

xc: Wm. David Cerlakek, PE
Timothy McKenzie
Ron Kaylor
John Johnson, OMB
Jana Powell (OMB)

AGREEMENT

THIS AGREEMENT made and entered into this 8th day of February, 20 11, by and between V.E. Whitehurst & Sons, Inc., hereinafter referred to as "Contractor" doing business at 20551 N.E. 75th Street, Williston, FL 32696: and ALACHUA COUNTY, FLORIDA, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

W I T N E S S E T H:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

I. **THE WORK.** That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in the Contract Documents and Specifications for Bid# 10-429; Project No. 6361, Mill and Resurface of SE CR 325 from SE CR 346 to US 301 and all incidental and necessary work thereto. Receipt of the Contract Documents and Drawings (Project Manual) are herein acknowledged and made a part of the Contract, the same as though they were set forth at length herein.

II. **CONTRACT PRICE**. That the County hereby agrees to pay to the Contractor for the faithful performance of The Work in this Agreement, subject to additions and deductions, as provided in the Contract Documents and Specifications the sum of four million, two hundred and three thousand, five hundred and seventeen and eighteen hundredths DOLLARS ($4,203,517.18). This amount includes a Contract Amount of three million eight hundred and twenty one thousand, three hundred and seventy nine DOLLARS and twenty five CENTS ($3,821,379.25) and a 10% contingency amount of three hundred eighty two thousand, one hundred and thirty seven DOLLARS and ninety three CENTS ($382,137.93). The 10% contingency amount shall be authorized in accordance with County procedures.

III. **GENERAL CONDITIONS**

A That it is mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

B That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the Contract Documents and Specifications. It is agreed that 10% of the amount earned through each progress

payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as complete by the Contractor and acceptance by the County of the SP 12.5 Structural Course. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment

C For purposes of this contract, substantial completion is defined as the completion by the Contractor and acceptance by the County of the FC 9.5 Friction Course including the initial application of final striping and markings, the placement of the retro-reflective pavement markers and the placement of all final stabilization. Within 30 days of substantial completion of the Project as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within forty five (45) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within fourteen (14) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.

D If the County fails to develop the list in the time specified, the Contractor may request payment for all retainage held by the County. If the Contractor fails to cooperate with the County in developing The List, or obligations under The List, the County is not obligated to pay the retainage.

E The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

F Once all items on The List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold and amount not to exceed 150% of the total cost to complete disputed items.

G General Terms and Conditions as found in the referenced Project Manual are attached hereto as Exhibit A.

IV. CONTRACT TIME AND DAMAGES

A It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the issuance of a Notice to Proceed to the Contractor by the County and will be substantially completed within 300 calendar days and final completion within 30 calendar days after substantial completion.

B Inasmuch as failure to complete the work within the time herein fixed will result in

substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum specified in Section B 12.3 of the Contract Documents and Specifications per day for each and every calendar day after the date fixed for such completion for the project.

C Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum specified in Section B 12.3 of the Contract Documents and Specifications per day for each and every calendar day after the date fixed for such completion for the project.

V. RELEASE OF LIEN.

A It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provide in the Project Manual or Bid Specifications. The contractor shall provide a Release of Liens from every subcontractor, materielman and supplier that has provided services or materials to the Project in the form provide in the Project Manual or Bid Specifications or on a form acceptable to the County

VI. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS.

A Receipt of the Contract Documents and Specifications entitled "PROJECT MANUAL" are herein acknowledged and made a part of the Agreement the same as though they were set forth at length herein. The general conditions are incorporated herein.

B In cases of discrepancy, the governing order of the documents is as follows:

1. Amendments and Change orders
2. Contract
3. Special Provisions
4. Technical Special Provisions
5. Plans
6. Developmental Specifications
7. Supplemental Specifications
8. Standard Specifications

VII. **INDEMNIFICATION.**

A To the maximum extent permitted by Florida law, the Contractor 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 Architect 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 Architect or anyone employed or utilized by the Contractor in the performance of this Agreement.

B 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 Contractor, 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 Contractor. The Contractor 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 statute of limitations.

C This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

D In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

VIII. **INSURANCE**. Throughout the term of this project, the Contractor shall provide insurance of the types and in the amounts set forth in the Contract Documents and Specifications. The Contractor shall also require any subcontractors to provide insurance as set forth in the Contract Documents and Specifications.

IX. **SEVERABILITY**. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced

accordingly.

X. **AMENDMENT**. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

XI. **INDEPENDENT CONTRACTOR**. In the performance of this Agreement, the Contractor 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 Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

XII. **CHOICE OF LAW**. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

XIII. **COMPLETE AGREEMENT**. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

XIV. **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.

XV. **SUCCESSORS AND ASSIGNS.** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

XVI. **NO THIRD PARTY BENEFICIARIES**. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
LEE PINKOSON, CHAIR

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST: (by corporate officer)

CONTRACTOR:
V.E. WHITEHURST & SONS, INC.

By: _____
(Signature)
Print/Type: **J. Chris Burleson**
(Name)

Title: **Controller**

By: _____
(Signature)
Print/Type: **William J. Whitehurst**
(Name)

Title: **President**

Exhibit A

SECTION D

GENERAL CONDITIONS

1.0 STARTING THE WORK

1.1 **Schedule**
Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.2 **Pre-Construction Conference**
Before starting Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.3 **Notice to Proceed**
Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.4 **Commencement of Time**
The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.5 **Submittals**
The contractor shall supply proof of submittal of the Notice of Intent to the Florida Department of Environmental Protection one week before the commencement of any construction activities. The contractor shall also submit two weeks prior to any planned constructions, the Maintenance of Traffic Plan, Erosion and Sedimentation Control Plan including the dewatering plan shall be submitted at the preconstruction conference. Contractor shall obtain approval prior to any construction activities.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

4.0 WORK BY OTHERS

4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.

4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.

4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Section C**, Paragraphs 14 and 15.

5.0 RESPONSIBLE AGENT

5.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **Section F, Exhibit E**.

5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

5.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

6.0 ACCIDENT PREVENTION

6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.

6.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

7.0 SUBCONTRACTS

7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.

7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization

on such list, the Contractor will submit an acceptable substitute, the Contract Amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Amount shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.

7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.

7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 PHYSICAL AND SUBSURFACE CONDITIONS

8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.

9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Section C,** Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **Section C,** Paragraph 13.2, whether or not the Work is fabricated, installed or completed.

9.4 Neither the County Engineer's authority to act under this **Section C,** Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS

10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Amount, he may make a claim therefore as provided in **Section C,** Paragraph 16.

10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 TESTS AND INSPECTIONS

11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Section C,** Paragraph 19.

11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. He will at all times maintain good discipline and order among his employees at the site.

12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.

12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 ACCESS TO THE WORK: UNCOVERING FINISHED WORK

13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.

13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be nondefective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Amount or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Section C,** Paragraph 16 and 17.

14.0 MODIFICATIONS

14.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

14.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 CHANGES IN THE WORK

15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Section C** Paragraphs 16 and 17.

15.2 The Public Works Director or designee may authorize changes in unit quantities or other minor changes not inconsistent with the scope of the Work by issuing a Field Change Order. The aggregate amount of all Field Change Orders, plus all other change orders issued for the Project, excluding those change orders approved by the BoCC, may not exceed ten percent (10%) of the Contract Amount or $500,000.00. Nor may the aggregate of Field Change Orders exceed the contingency amount.

15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Amount, or an extension of the Contract Time.

15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Amount, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 CHANGE OF CONTRACT AMOUNT

16.1 The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount.

16.2 The Contract Amount may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Amount, his claim shall be in writing delivered to the County and the County Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Change orders will be approved by the following procedure:

16.2.1 The county manager may approve change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or $500,000.00. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or $500,000.00.

16.2.2 The administrative services director or public works director may approve change orders of up to $50,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, as long as the cumulative total of these change orders does not exceed ten percent of the original contract price or $500,000.00.

16.2.3 The county manager, administrative services director or public works director may approve all change orders that decrease the cost to the county

16.2.4 Only the board may approve a change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.

16.3 All change orders approved by the county manager, administrative services director, or public works director shall be reported to the board as information items to be included in its consent agenda.

16.4 The value of any Work covered by a Change Order, for any claim for an increase in the Contract Amount, shall be determined in one of the following ways:

16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

16.4.2 Mutual acceptance of a lump sum or unit price.

16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.

16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and

16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 14.3.3, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data

16.4.5 Items listed in FDOT specs Section 9-2 will be adjusted in accordance with methods specified therein with the exception of Section 9-2.1.1.

16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost, will be in the amount of the actual net decrease as determined in **Section C,** Paragraph 16.3 and processed by Field Change Order.

17.0 CHANGE OF THE CONTRACT TIME

17.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the County Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be reviewed and approved by the County Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Section C,** Paragraph 17.1. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Section C,** Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 NEGLECTED WORK

18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Amount. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Amount. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

19.3 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Section C,** Paragraph 33 shall prevail.

20.0 APPLICATIONS FOR PROGRESS PAYMENTS

20.1 Not more than once a month, the County Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.

20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.

20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.

21.0 APPROVAL OF PAYMENTS

21.1 The County Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the County Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of his knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.

21.2 The County Engineer's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Section C,** Paragraph 21.3, have been fulfilled.

21.3 The County Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the County. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:

21.3.1 The Work is defective.

21.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

21.3.3 The Contract Amount has been reduced.

21.3.4 The County has been required to correct defective Work or complete the Work in accordance with **Section C,** Paragraph 18, or

21.3.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **Section C,** Paragraph 28.

22.0 FINAL PAYMENT

22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien, utilizing the form provided. The County Engineer will execute a Certificate of Completion and recommend final payment.

22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.

22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in **Section C,** Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

23.2 The making and acceptance of final payment shall constitute:

23.2.1 A waiver of all claims by the County against the Contractor, other than those arising from unsettled Liens, from faulty or defective work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

23.2.2 A waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 **INDEMNIFICATION**

24.1 To the maximum extent permitted by Florida law, the Contractor 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 Contractor 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 Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

24.2 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 Contractor, 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 Contractor. The Contractor'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 statute of limitations.

24.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

24.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

25.0 **DEFAULT AND TERMINATION**

25.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

25.2 The defaulting party shall be given seven (7) days in which to cure the default. The County Engineer 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 Department is authorized to provide final termination notice on behalf of the County to the Contractor.

25.3 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department County Engineer is authorized to provide written notice of termination on behalf of the County.

25.4 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

25.5 In the event 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 shall be the final authority as to the availability of funds.

26.0 **SUCCESSORS AND ASSIGNS**

26.1 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, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 **CONTRACT BONDS**

27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 **CLEANING UP**

28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 **COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Amount or extension of the Contract Time.

29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Amount or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **Section C,** Paragraphs 16 and 17.

30.0 **COUNTY'S RIGHT TO TERMINATE**

30.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

30.2 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

30.3 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

31.0 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

31.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County

Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

32.0 WORKPLACE VIOLENCE

32.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

32.1.1 Battery: intentional offensive touching or application of force or violence to another.

32.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

33.0 MISCELLANEOUS

33.1 WRITTEN NOTICE
Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

33.2 DUTIES AND OBLIGATIONS
Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **Section C,** Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

33.3 GOVERNING LAW
The Contract Document shall be governed by the law of the State of Florida.

33.4 POLLUTION ABATEMENT
The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. This includes the filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

33.5 INJURY OR DAMAGE TO PEOPLE OR PROPERTY
Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

33.6 HEALTH CONSIDERATIONS
The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. He shall commit no public nuisance.

33.7 ASSIGNMENT OF INTEREST –Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

33.8 BOOKS AND RECORDS – The County shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

33.9 NON WAIVER – The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non compliance.

PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):	V. E. Whitehurst & Sons, Inc.
PRINCIPAL BUSINESS ADDRESS (No PO Box):	20551 N.E. 75th Street Williston, FL 32696
TELEPHONE NUMBER:	(352) 528-2102 Fax: (352) 528-3857

SURETY

COMPANY (LEGAL NAME):	WESTERN SURETY COMPANY
PRINCIPAL BUSINESS ADDRESS (No PO Box):	101 S. PHILLIPS AVE, SIOUX FALLS, SD 57104
TELEPHONE NUMBER:	605-336-0850

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:	
AMOUNT:	$4,203,517.18
GENERAL DESCRIPTION:	MILL AND RESURFACE OF SE CR 325
STREET ADDRESS OF PROJECT:	FROM SE CR 346 TO US 301
PO #, RFP, OR BID #:	BID #10-429

BOND

BOND NUMBER:	929473007
DATE:	1/13/2011
AMOUNT:	$4,203,517.18

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this 11TH day of JANUARY, 20 11.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

V. E. Whitehurst & Sons, Inc.

By: _____

Witnesses as to Contractor

Name: William J. Whitehurst

Title: President

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2011, by William J. Whitehurst, as President of V. E. Whitehurst & Sons, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced Personally Known as identification.

Notary Public (Signature) Jessie E. Taylor

Printed Name Jessie E Taylor My Commission Expires: July 23, 2014

JESSIE E. TAYLOR
MY COMMISSION # EE2315
EXPIRES: July 23, 2014
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Todd S. Bryant, Cheryl Lynn Boland, Individually

of Chiefland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2006.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13TH day of JANUARY, 2011.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: Todd S Bryant

SEAL

PRINTED NAME AND TITLE: TODD S. BRYANT ATTORNEY IN FACT

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):	V. E. Whitehurst & Sons, Inc.
PRINCIPAL BUSINESS ADDRESS (No PO Box):	20551 N.E. 75th Street Williston, FL 32696
TELEPHONE NUMBER:	(352) 528-2101 Fax: (352) 528-3857

SURETY

COMPANY (LEGAL NAME):	WESTERN SURETY COMPANY
PRINCIPAL BUSINESS ADDRESS (No PO Box):	101 S. PHILLIPS AVE, SIOUX FALLS, SD 57104
TELEPHONE NUMBER:	605-336-0850

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:	
AMOUNT:	$4,203,517.18
GENERAL DESCRIPTION:	MILL AND RESURFACE OF SE CR 325
STREET ADDRESS OF PROJECT:	FROM SE CR 346 TO US 301
PO #, RFP, OR BID #:	BID #10-429

BOND

BOND NUMBER:	929473007
DATE:	1/13/2011
AMOUNT:	$4,203,517.18

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and

2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and

3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or

2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this 11TH day of JANUARY, 20 11.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

V. E. Whitehurst & Sons, Inc.

Witnesses as to Contractor

By: _____

Name: William J. Whitehurst

Title: President

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 11th day of JANUARY, 2011, by William J. Whitehurst, as President of V. E. Whitehurst & Sons, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced Personally Known as identification.

Notary Public (Signature) Jessie E. Taylor

Printed Name Jessie E Taylor My Commission Expires: July 23, 2014

(AFFIX NOTARY SEAL)

JESSIE E. TAYLOR
MY COMMISSION # EE2315
EXPIRES: July 23, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

SURETY

SIGNATURE: Todd S Bryant

SEAL

PRINTED NAME AND TITLE: TODD S. BRYANT ATTORNEY IN FACT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Todd S. Bryant, Cheryl Lynn Boland, Individually

of Chiefland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2006.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **13TH** day of **JANUARY**, **2011**.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CONSTRUCTION PLANS

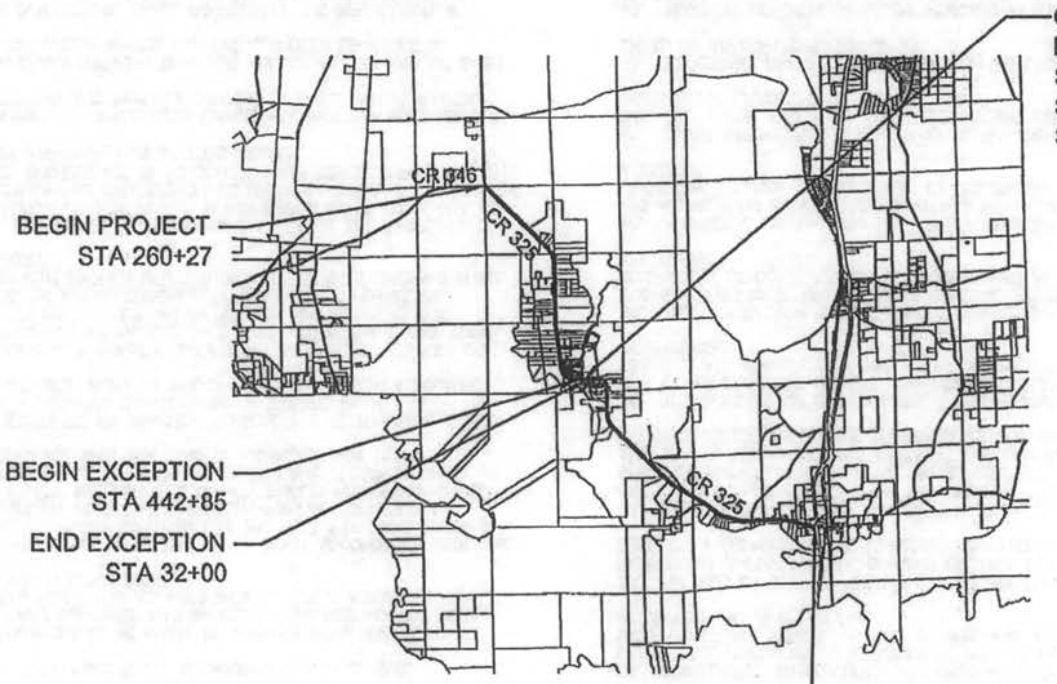
FOR

CR 325 (MILLING & RESURFACING)

FROM CR 346 TO US 301

ALACHUA COUNTY PROJECT NO. 6361





TE:

IITY TO KNOWN AND DOCUMENTED EAGLE
OM OCTOBER 1ST TO MAY 15TH WITHIN
TES WILL REQUIRE PRIOR APPROVAL FROM
TAL PROTECTION DEPARTMENT. PLEASE
AT ALACHUA COUNTY ENVIRONMENTAL
-264-6811). THIS REGULATED ZONE IS

ING PAVEMENT AND
DERS ON CR 325 BETWEEN
LENGTH, APPROXIMATELY 8

FERENCE

)10

ONS FOR ROAD & BRIDGE

C CONTROL DEVICES, 2003

) ON A SURVEY, DATED
06, UPDATED 02/12/09, BY

HEREON IS BASED ON ST.
EMENT DISTRICT BENCHMARK
NAVD) AND NATIONAL
RK B 447 (ELEVATION 75.76

INDEX OF SH

C-1	COVER
C-2	GENER
C-3	TYPICA
C-3A	TYPICA
C-4 - C-43	PLAN
C-44	SIDE D
C-45 - C-68	CURVE
C-69 - C-74	DRAIN/
C-75 - C-77	KHA CF
C-78 - C-86	BOX CU
C-87 - C-138	COUNT
C-139	ET-200

NOTE: SEE REVISIONS TO
MARKED IN RED

UTILITY COMPANIES		
UTILITY COMPANY	CONTACT PERSON	PHONE NUMBER
CLAY ELECTRIC, GAINESVILLE	QUINTON HOWE	352 337-8113
GRU W/WW	DEBBIE DAUGHERTY	352 334-3400 EXT. 1622
GRU GAS	PHILIP LANCASTER	352 334-3600 EXT. 6078
GRU ELECTRIC	YOSSIE YARIV	352 334-6072
GRUCOM	TOM LAWYER	352 334-3400 EXT. 6910
GRU LAND RIGHTS COORDINATOR	ANN MULLINS	352 393-1232
COX COMMUNICATIONS	GARY HARRELL	352 393-8155

154B

MAY 27 2

THE ALACHUA COUNTY PUBLIC
48 HOURS PRIOR TO THE
ON. CONTRACTOR SHALL ALSO
352-486-3672) AT THE
STATE PARK.

NS KNOWN DURING PLAN
ACTUAL CONDITIONS PREVENT
ND SPECIFICATIONS IN THE
ONTRACTOR SHALL PROMPTLY
IOR TO FURTHER CONSTRUCTION

RACTORS ARE HEREBY REQUIRED
ENGINEER OF ANY
IN THE PLANS OR
FIED BY THE ENGINEER.

SHOWN ON THESE PLANS SHALL
PPROVAL OF THE PROJECT
CK ACTUAL SITE CONDITIONS
FOR CLARIFICATION OF
ESOLUTION OF DISCREPANCIES
THE ATTENTION OF THE

AVE ACCESS TO THE WORK SITE

DE AS AMENDED TO DATE

QUIRED TO IMPLEMENT JOB
THE DURATION OF THE PROJECT.
ACCORDANCE WITH OSHA AND
RAL REGULATIONS.

E RESPONSIBLE FOR THE SAFE
EHICULAR TRAFFIC AT ALL TIMES

F DISTURBED AREA (TYP)"
DWALL EXTENSIONS/
ND PER ALACHUA COUNTY GIS
ARE SUBJECT TO WATER RISING
ON AND SEDIMENTATION
LL BE SUBMITTED FOR THESE
NTRACT DOCUMENTS.

ASED ON A SURVEY, DATED
DATED 01/12/09, BY GEORGE F.
L BE RESPONSIBLE FOR
TING UTILITIES SHOWN OR NOT
TH THE APPROPRIATE UTILITY
BE MAINTAINED THROUGHOUT
LITIES OBSTRUCTIVE TO THE
E RELOCATED BY THE
CORDANCE WITH THE ALACHUA
RIOR TO OR IN CONJUNCTION
OT BE HELD RESPONSIBLE FOR
Y THE LOCATION OR DISPOSITION

EXPLORATORY INVESTIGATIONS
AT THE CONTRACTOR'S

EXCAVATE WHEN CONSTRUCTION
LITIES.

PONSIBLE FOR DAMAGE TO
TY ON AND ADJACENT TO THE
VITIES.

STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION SUCH THAT IMPACT TO CONSTRUCTION AND/OR SURROUNDING FACILITIES IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION, SEDIMENT TRANSPORT, DISTURBED FOUNDATIONS, IMPACT TO STRUCTURES, AND ANY OTHER DAMAGE CAUSED DURING CONSTRUCTION.

16. UNSUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE PROPERLY DISPOSED OF OFF SITE BY THE CONTRACTOR. SUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE USED FOR FILL AS NEEDED TO COMPLETE THE PROJECT.

17. ALL RECYCLABLE MATERIALS SHALL REMAIN THE PROPERTY OF ALACHUA COUNTY UNLESS OTHERWISE SPECIFIED BY THE COUNTY ENGINEER IN WRITING. THE CONTRACTOR SHALL HAUL ALL EXCESS MATERIALS, NOT INCLUDED ABOVE, OFF THE JOB SITE. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DISPOSE OF ALL EXCESS MATERIAL IN AN ACCEPTABLE LOCATION AFTER IT IS DETERMINED THAT IT IS NO LONGER NEEDED ON THE JOB.

18. BURNING WITHIN THE LIMITS OF THE PROPOSED PROJECT SHALL NOT BE ALLOWED UNLESS OTHERWISE SPECIFIED BY THE PROJECT ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE AGENCY AND OBTAINING A BURNING PERMIT.

19. ALL SHOULDERS SHALL BE SODDED WITH ROLL SOD.

20. TRAFFIC SHALL BE MAINTAINED WITHIN WORK ZONES AT ALL TIMES. LANE CLOSURES MAY BE UTILIZED IN ACCORDANCE WITH FDOT STANDARDS AND AS APPROVED BY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT.

21. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE APPLICABLE INDEXES CONTAINED IN THE FDOT STANDARD INDEXES #600 THROUGH #660 AND THE COUNTY APPROVED MOT PLAN. PLEASE NOTIFY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT 48 HOURS BEFORE ANY LANE CLOSURE. LANE CLOSURES SHALL BE IN ACCORDANCE WITH THE COUNTY APPROVED MOT PLAN.

22. IF REQUESTED BY ALACHUA COUNTY, THE CONTRACTOR SHALL PROVIDE A DETAILED MAINTENANCE OF TRAFFIC PLAN AND IMPLEMENT SUCH PLAN AT THE DIRECTION OF ALACHUA COUNTY.

23. DURING NON-WORKING HOURS, NO EQUIPMENT, VEHICLES OR MATERIAL SHALL BE PARKED OR STORED WITHIN THE CLEAR ZONE OF COUNTY ROAD 325 RIGHT OF WAY. IF THE ABOVE IS NOT POSSIBLE, AN AREA APPROVED BY THE ENGINEER SHALL BE SECURED WITH PROPER DELINEATION AND ADVANCE WARNING SHALL BE UTILIZED.

24. ALL RECYCLEABLE MATERIAL SHALL REMAIN THE PROPERTY OF THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT AND SHALL BE DELIVERED BY THE CONTRACTOR TO MAGNESIA SPRINGS AT 16800 SE CR 2082. CONTRACTOR IS TO CONTACT THE ROADS SUPERINTENDENT AT (352) 374-5245 FOR SPECIFIC DETAILS.

25. CONTRACTOR SHALL FIELD LOCATE ALL EXISTING CENTERLINE & EDGE STRIPING AND REPLACE STRIPING IN SAME CONFIGURATION.

26. TEMPORARY STRIPING SHALL BE PLACED AT THE END OF EACH DAY WITHIN AREAS WHERE STRIPING HAS BEEN ERADICATED.

27. THE CONTRACTOR SHALL COORDINATE THE RELOCATION, IF NEEDED, OF EXISTING MAIL BOXES WITH THE APPROPRIATE MAIL CARRIER.

28. 1/2" STEEL ROD AND CAPS (GFY-LB 021) HAVE BEEN PLACED AS OFF-SETS FOR THE RE-ESTABLISHMENT OF THE EXISTING MONUMENTATION WITHIN EXISTING PAVEMENT.

29. ANY SURVEY MARKER, INCLUDING BUT NOT LIMITED TO SECTION MARKERS, BENCH MARKS, LOT CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT. RESETTING OF MONUMENTS AND INVENTORY EXISTING SIGNS AND REPLACE ANY DISTURBED. PRIOR TO REMOVAL OF ANY EXISTING STRIPING OR SIGNAGE, LOCATIONS OF SAME SHALL BE VERIFIED BY THE COUNTY ENGINEER.

32. ALL STRIPING WITHIN THE COUNTY ROAD 325 RIGHT-OF-WAY MUST BE LEAD-FREE THERMOPLASTIC AND SHALL INCLUDE RPM'S. RPM'S SHALL BE PLACED IN ACCORDANCE WITH FDOT DESIGN STANDARDS (INDEX 17352)

33. ALL EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR CONSTRUCTION SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS JANUARY 2010, (SEE STANDARD INDEX 102).

34. THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT INTO DRAINAGE DITCHES DUE TO CONSTRUCTION OPERATIONS. APPROVED EROSION CONTROL DEVICES SHALL BE INSTALLED TO PREVENT DISCHARGE OF SEDIMENT INTO A DRY OR WET WATERCOURSE. EROSION CONTROL SHALL CONSIST OF TURBIDITY BARRIERS, SILT FENCE, OR OTHER EROSION CONTROL METHODS APPROVED BY THE PROJECT ENGINEER. ALL NEW AND EXISTING DRAIN PIPES AND STRUCTURES SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAYMENT.

35. CONTRACTOR SHALL CLEAR AND GRUB CONSTRUCTION AREAS BEFORE FILL IS PLACED. ALL AREAS TO RECEIVE FILL SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL AND PROOF ROLLED PRIOR TO PLACING CLEAN FILL.

36. ALL SLOPES STEEPER THEN 3:1 SHALL HAVE PINNED OR PEGGED BAHIA SOD. PROVIDE EROSION CONTROL BLANKET FOR ALL SLOPES 2:1 (HORIZONTAL TO VERTICAL) OR STEEPER.

37. ALL AREAS INSIDE AND OUTSIDE THE PROJECT LIMITS, WHICH ARE DISTURBED AS A RESULT OF THE PROJECT CONSTRUCTION, SHALL BE RESTORED TO ORIGINAL OR DESIGN GRADE AS APPLICABLE, AND SODDED WITH ARGENTINA BAHIA AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

38. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.

39. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STATBILIZED.

40. ADDITIONAL PROTECTION: ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORESEEN CONDITIONS OR ACCIDENTS.

41. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF THE DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES. CONTRACTOR SHALL REPAIR AS NECESSARY.

42. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.

43. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH RAINFALL. DEPOSITS SHALL BE REMOVED WHEN THE LEVEL OF DEPOSITIONS REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

44. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

45. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

46. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIERS ARE STILL NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.

48. THIS PLAN INDICATES
MEASURES REQUIRED FOR
RESPONSIBLE FOR MEETING
AND WATER QUALITY GUIDE
ADDITIONAL CONTROLS.

49. EXISTING SIGNING WITH
LOCATION OF SIGNS CONFLI
CONTRACTOR SHALL RELOC
RELOCATED SIGN ASSEMBLI
DESIGN STANDARDS (INDEX

50. ALL CMP PIPE SHALL

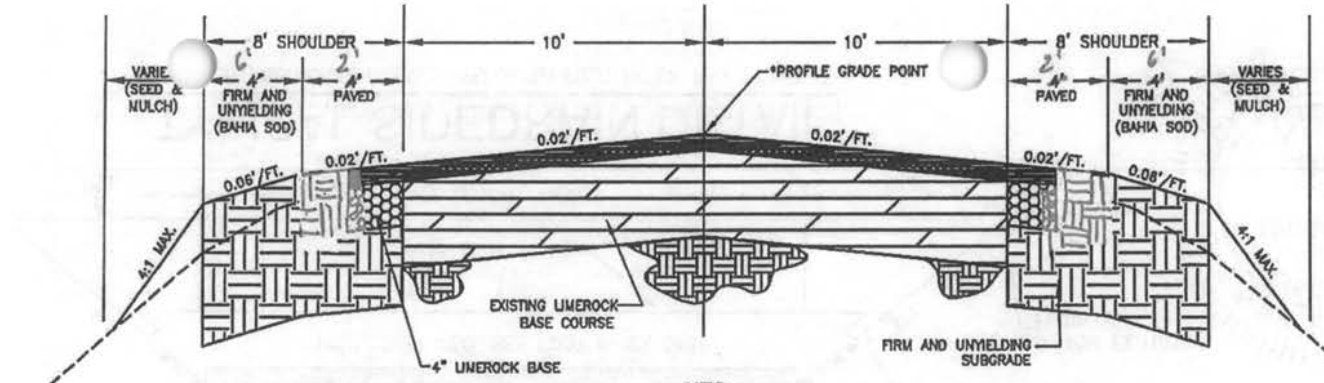
51. AS PART OF THE CLE
CONTRACTOR SHALL TRIM
PROJECT CLEAR ZONE UP
GRADE. THE COUNTY'S HO
OBSERVE ALL TREE TRIMMI
PROVIDE THE COUNTY A MI
OF ANY CLEARING/TRIMMIN

52. THE CONTRACTOR IS
SEDIMENTATION & EROSION
FOR APPROVAL BY COUNTY

53. SEE SHEETS C-44 FO
RELOCATES.

LEGEND OF SYMBOL

- ■ INDICATES 4"X4" C
- □ INDICATES 4"X4" C
- ○ INDICATES 3/4" IR
- • INDICATES 1/2" ST
- ● INDICATES 1/2" ST
- ——— INDICATES FENCE L
- ——— INDICATES OVERHE
- ℄ INDICATES POWER
- (M) INDICATES MEASUR
- (R) INDICATES RECORD
- ℄ INDICATES CENTERL
- R/W INDICATES RIGHT O
- O. R. INDICATES OFFICIAL
- Id. INDICATES IDENTIFI
- MB INDICATES MAILBO
- T INDICATES TELEPHO
- INDICATES TEMPOR
- ——— INDICATES PROPOS
- INDICATES EXISTIN
  ALACHUA COUNTY

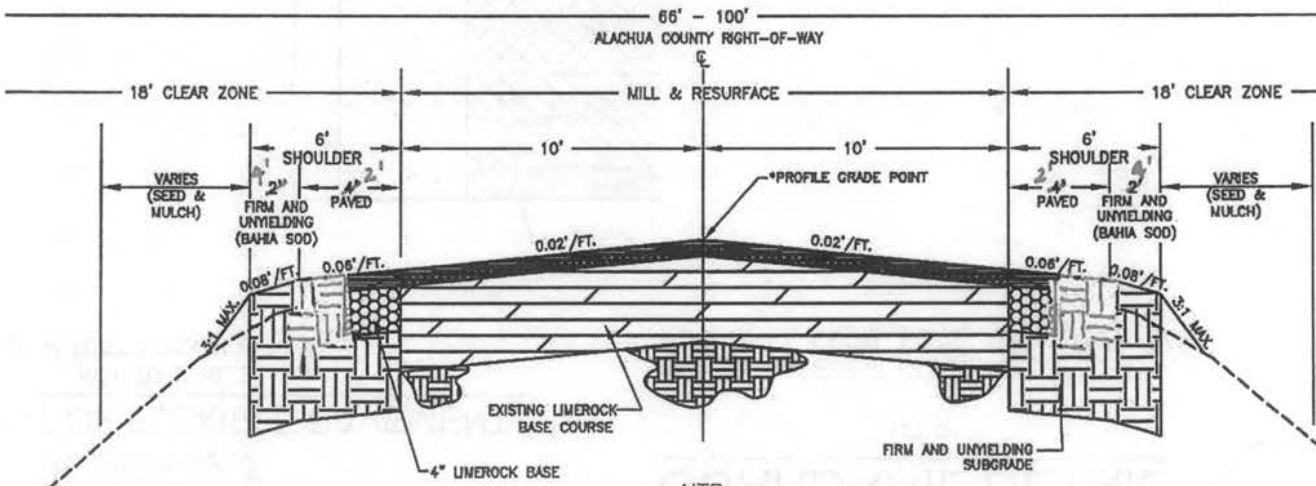


NTS

PROPOSED TYPICAL SECTION 1*

CR 325 - STA.260+00 TO STA. 317+00
STA.39+00 TO STA.66+00
STA.88+10 TO STA.141+50
STA.157+10 TO STA.179+90
STA.203+10 TO STA.214+00

* SEE TYPICAL SECTION NOTE NO. 7



NTS

PROPOSED TYPICAL SECTION 2*

CR 325 - STA.317+10 TO STA. 442+85
STA.32+00 TO STA.38+90
STA.66+10 TO STA.88+00
STA.141+60 TO STA.157+00
STA.180+00 TO STA.203+00
STA.214+10 TO STA.269+12



STRUCTURAL

TYPE SP-12.5

RESURFACING

FRICTION COUF

SHOULDER W

FRICTION COUF
(INCLUDING PR
4" LIMEROCK I
FIRM AND UNY

CONTRACTOR
SUCH AS CLA
THE BOTTOM

*SEE SUPEREL
REQUIREMENTS
SHOULDER GR
SUPERELEVATI

DESIGN SPEED
DESIGN SPEED
AADT = 950
T = 5%

TYPICAL SECTION

1. THE OVERBUILD
SUBSTANDARD P
FOR THE RESURF

2. A MINIMUM 1
PROVIDED OVER
TRAFFIC.

3. THE ACTUAL
TO ACTUAL EXIS
PLACE A UNIFOR
COUNTY. REFER
MATERIAL.

4. MILLING OPEF
BASE MATERIAL.
RECEIVE AN ASPI
WITH THE STAND

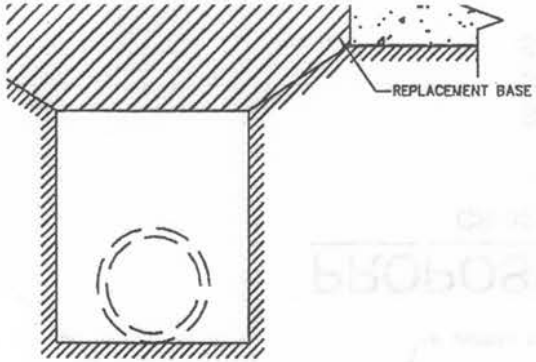
5. ALL RECYCL
ALACHUA COUNT
TO MAGNESIA SP
CONTACT THE RC
DETAILS.

6. ALL SLOPES
PINNED OR PEGG
ALL SLOPES 2:1

7. PROVIDE A
1 TO TYPICAL SE

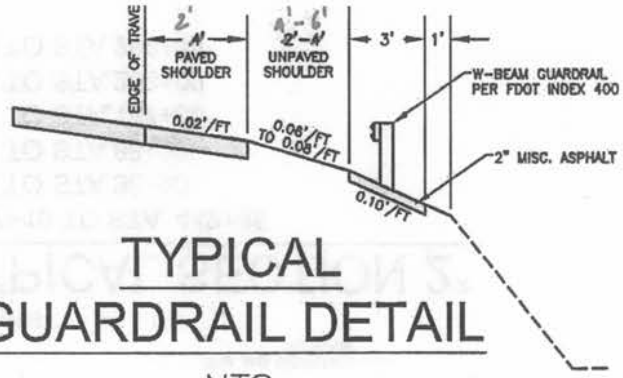
8. PRIOR TO C
ROOTS NEED TO
ANTICIPATED ARE
STA 68+00. THE
TO FOLLOWING:

- 1.25" SUI
- 1.5" SUP
- 12" LIMEI



NT OF FLEXIBLE PAVEMENT

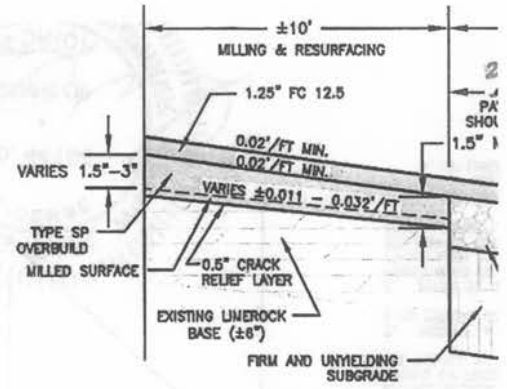
NOT TO SCALE
(PER FDOT INDEX NO. 307)



TYPICAL GUARDRAIL DETAIL

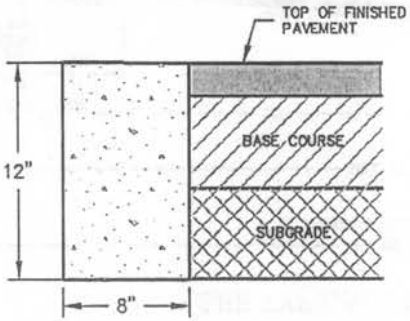
NTS

*NOTE: FACE OF GUARDRAIL TO BE A MIN. 8 FT FROM EDGE OF TRAVEL LANE



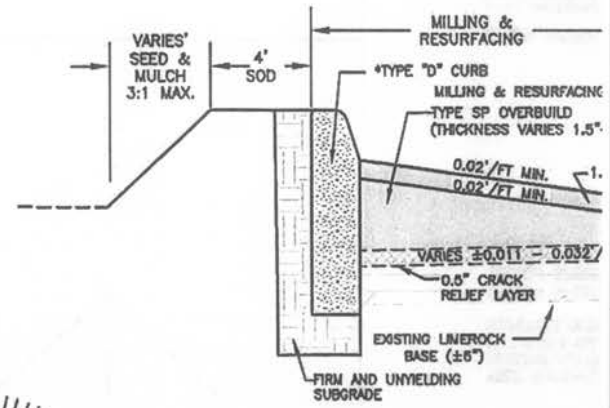
OVERBU RESURFACIN

NTS



8" RIBBON CURB

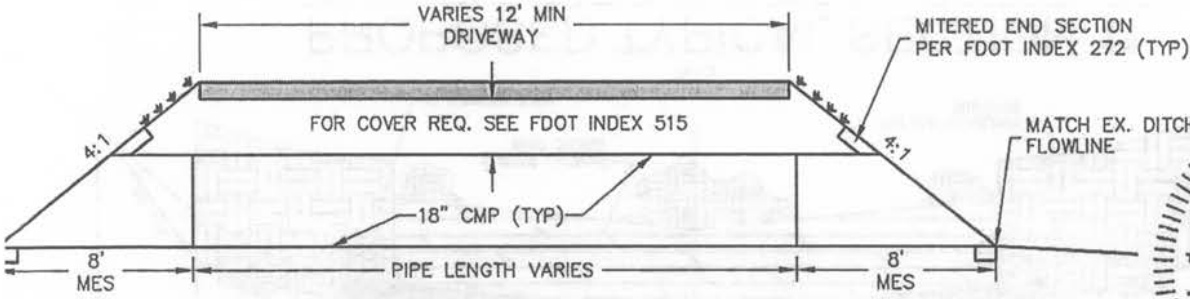
N.T.S.
(STA. 34+58.10 TO STA. 35+24.00)



OVERBUI RESURFACIN(CURBED SE

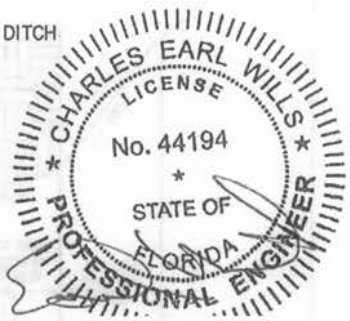
STA. 33+00 TO S

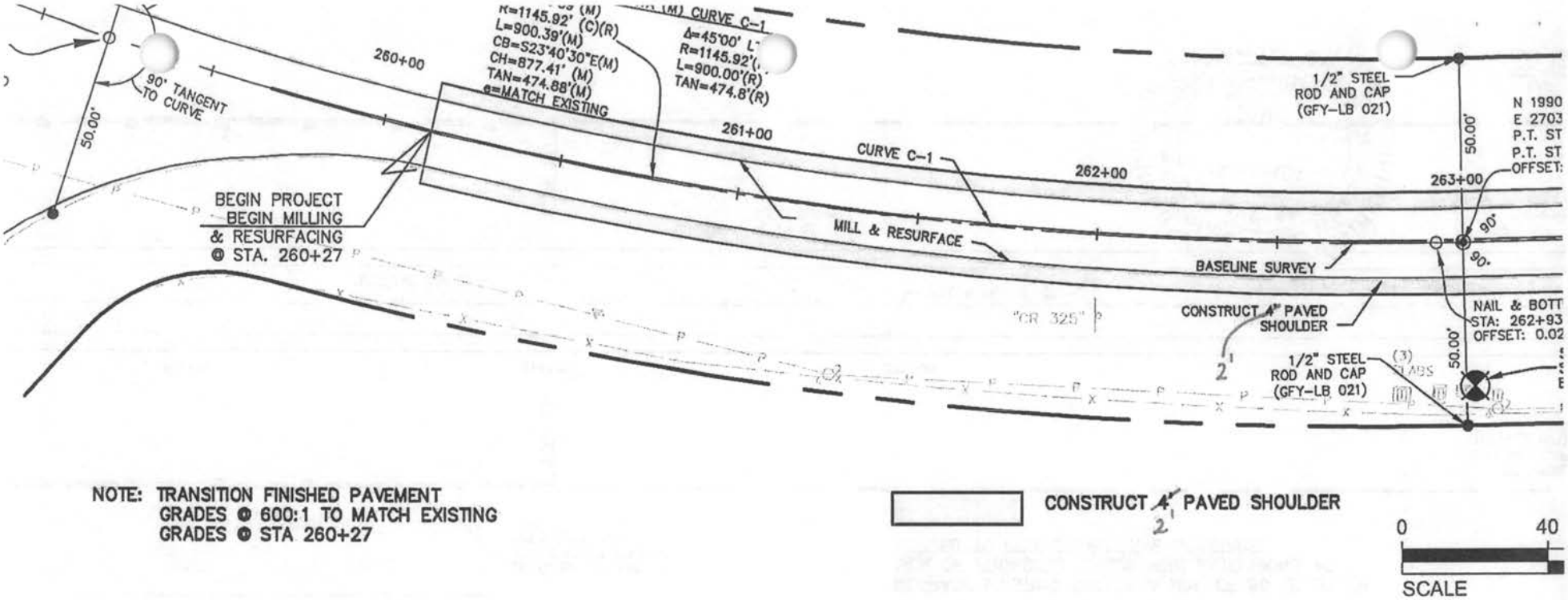
NTS



TYPICAL SIDEDRAIN DETAIL

FOR ADDITIONAL DETAILS, REFER TO FDOT INDEX 205 & 273



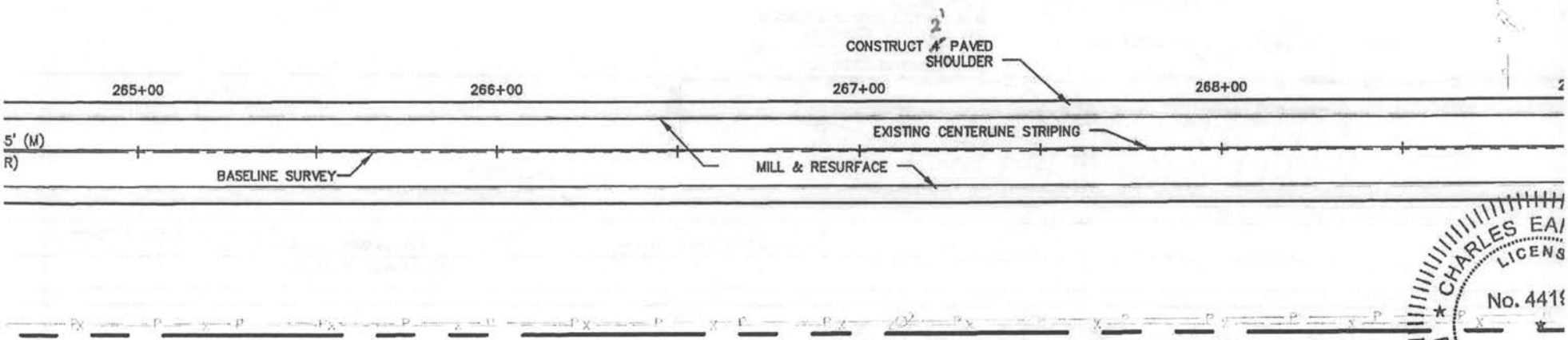


NOTE: TRANSITION FINISHED PAVEMENT GRADES @ 600:1 TO MATCH EXISTING GRADES @ STA 260+27

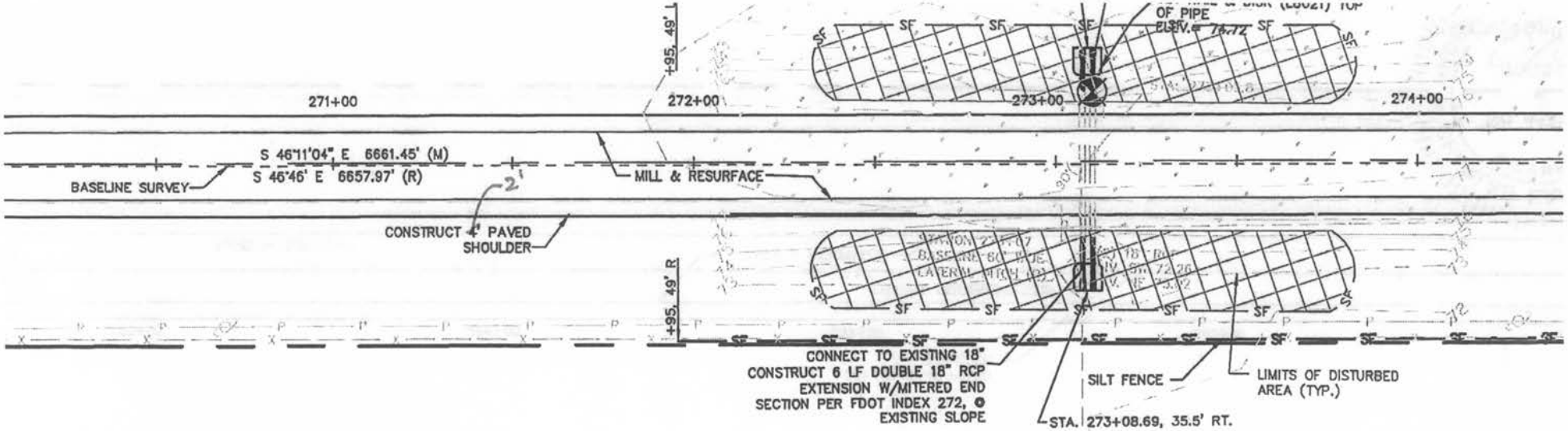
CONSTRUCT 4" PAVED SHOULDER

0 40

SCALE



CHARLES EA
LICENS
No. 441
STATE
PROFESSIONAL ENGINEER



MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
273+09 LT.	± 0.10	± 165
273+09 RT.	± 0.10	± 150

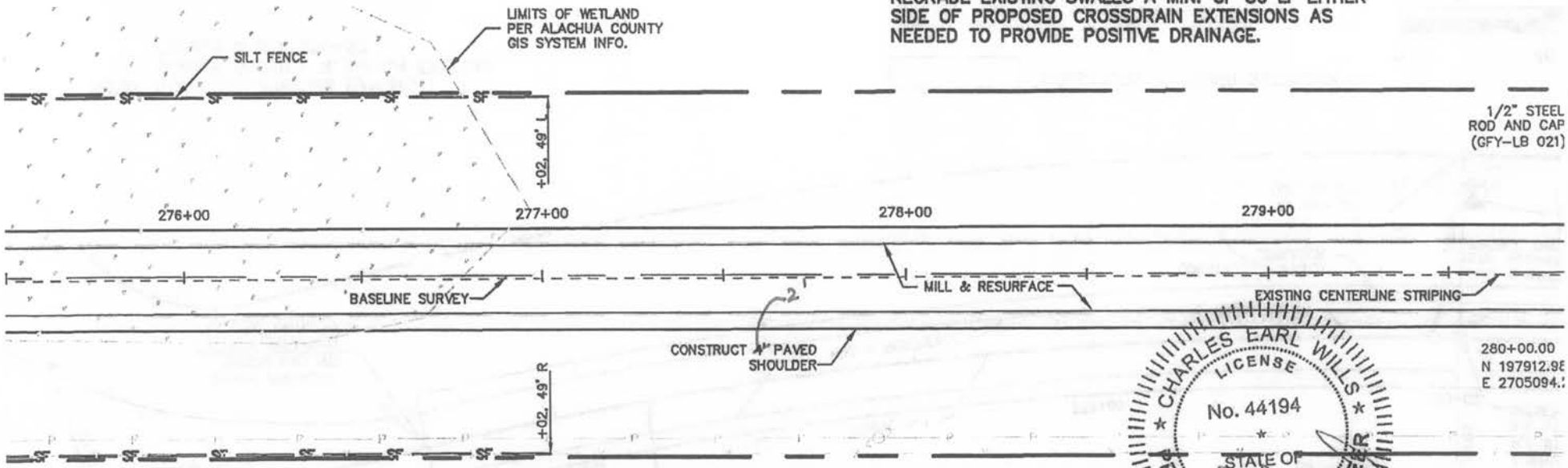
CONSTRUCT 4' PAVED SHOULDER

0 40

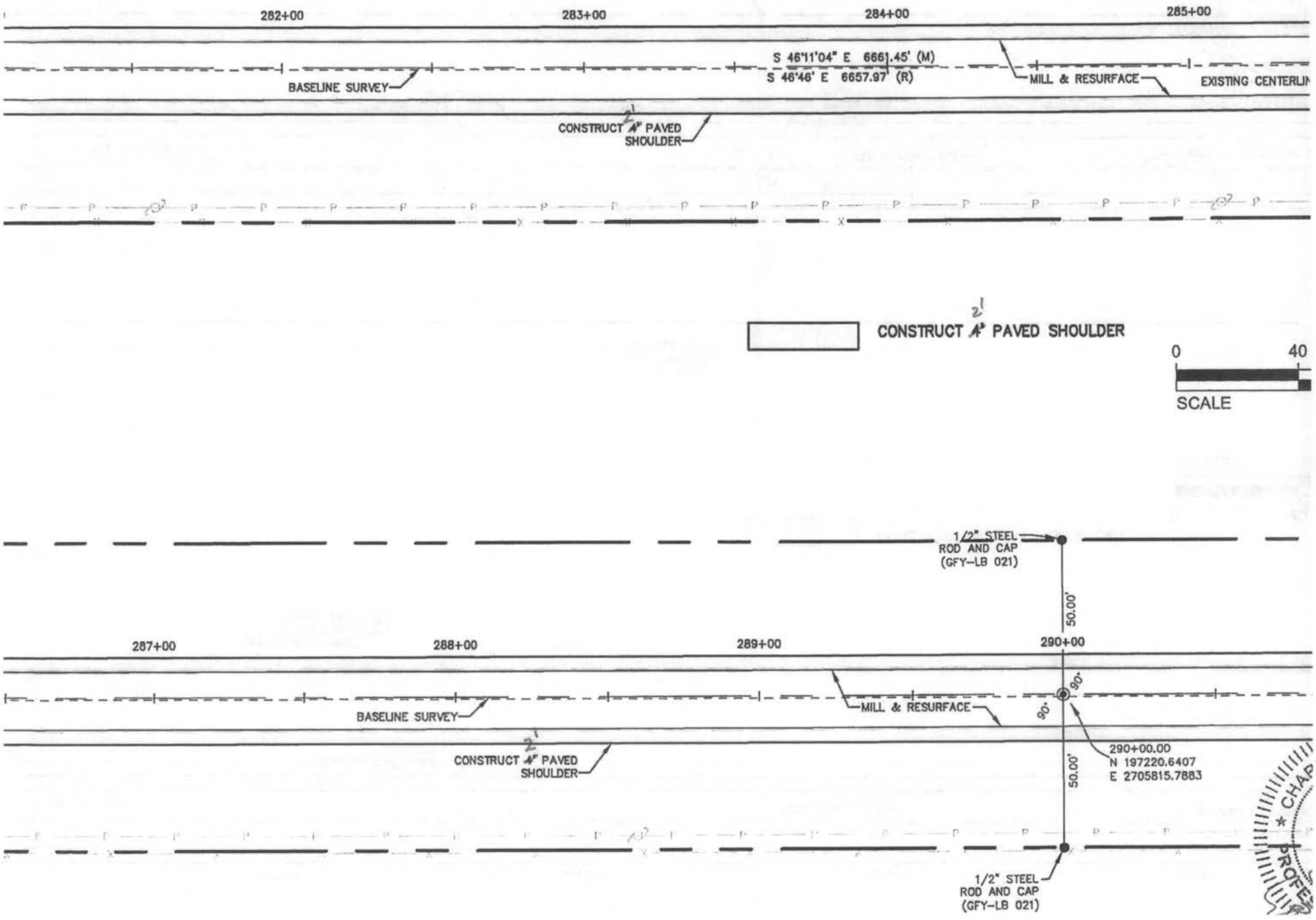
SCALE

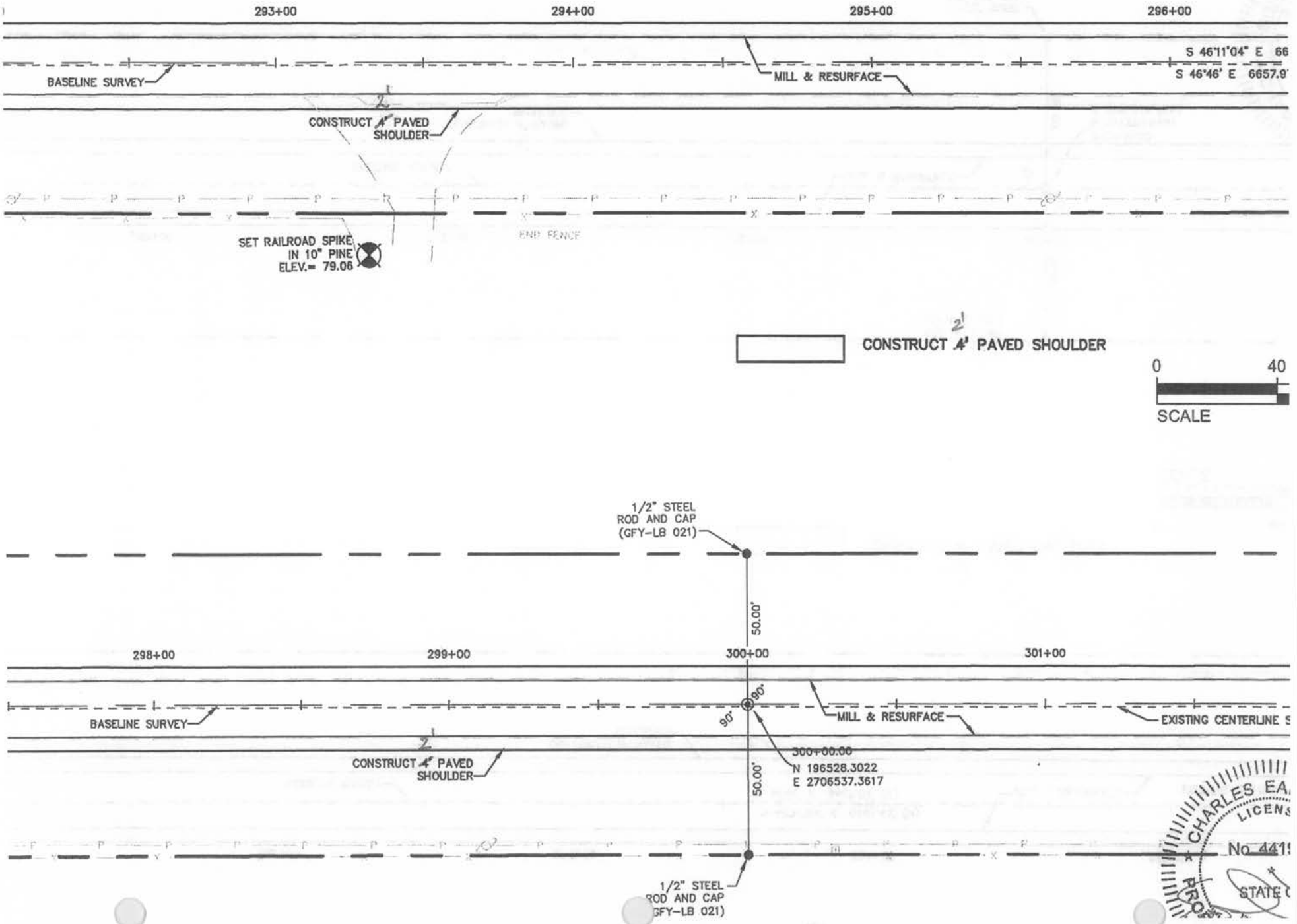
NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

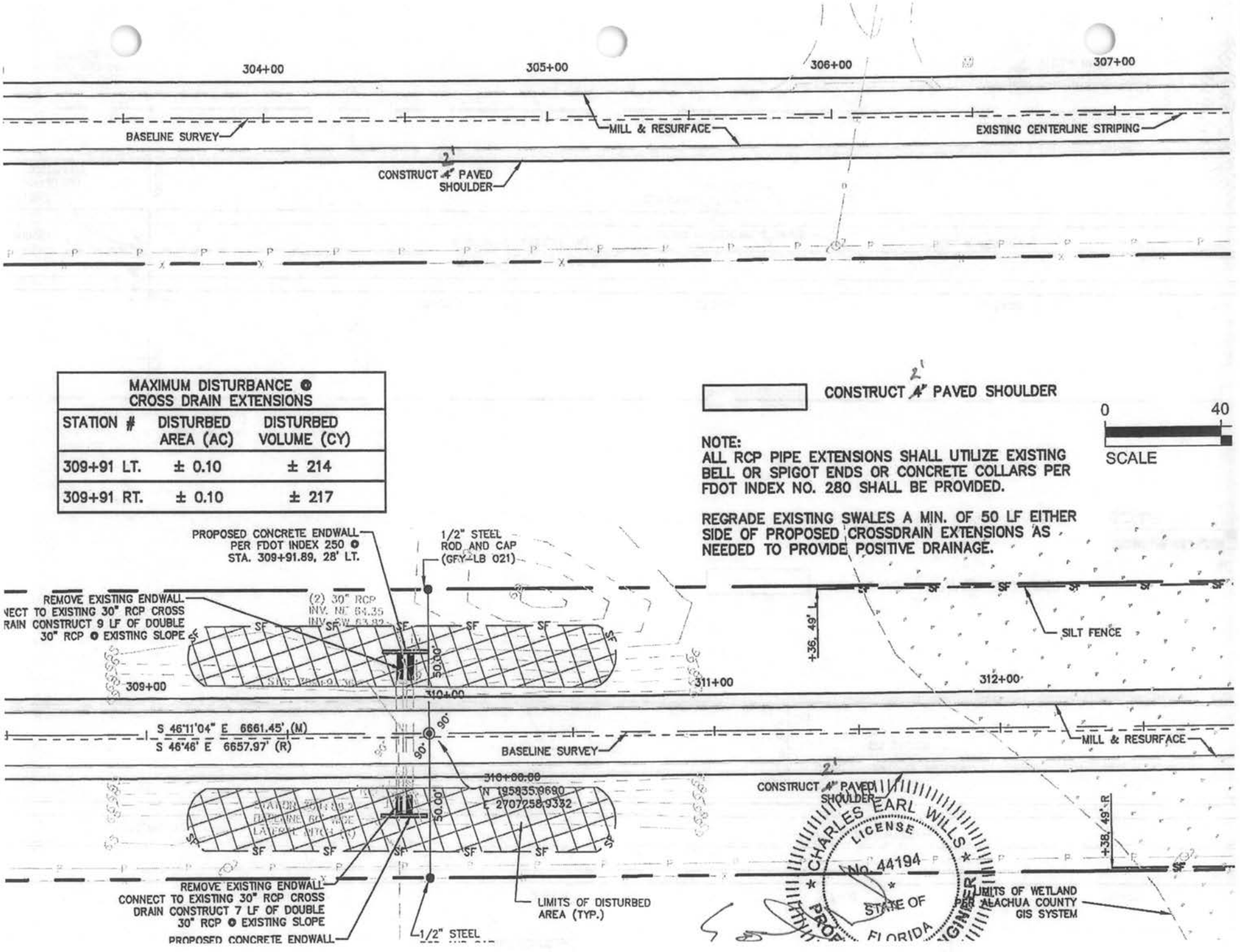
REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

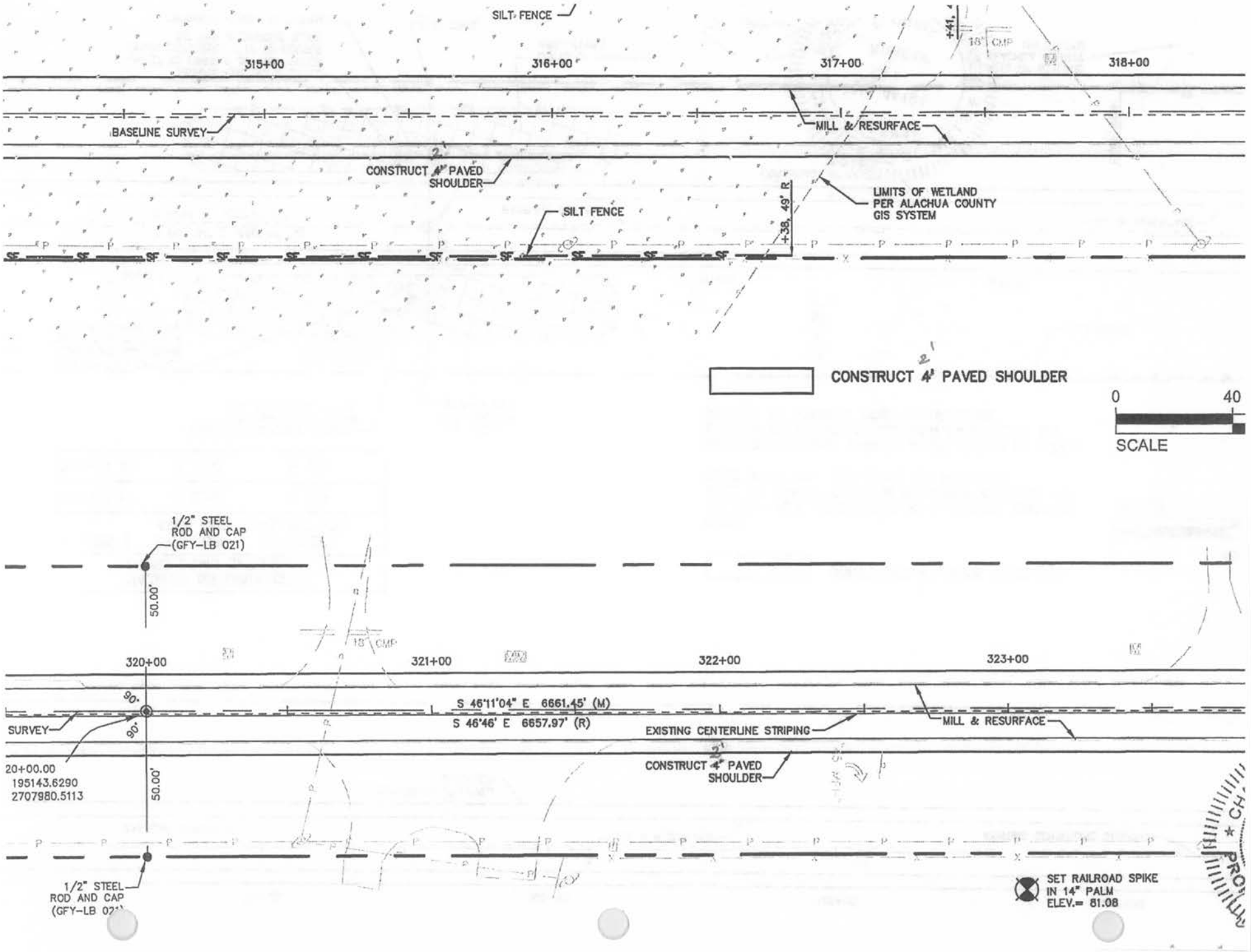


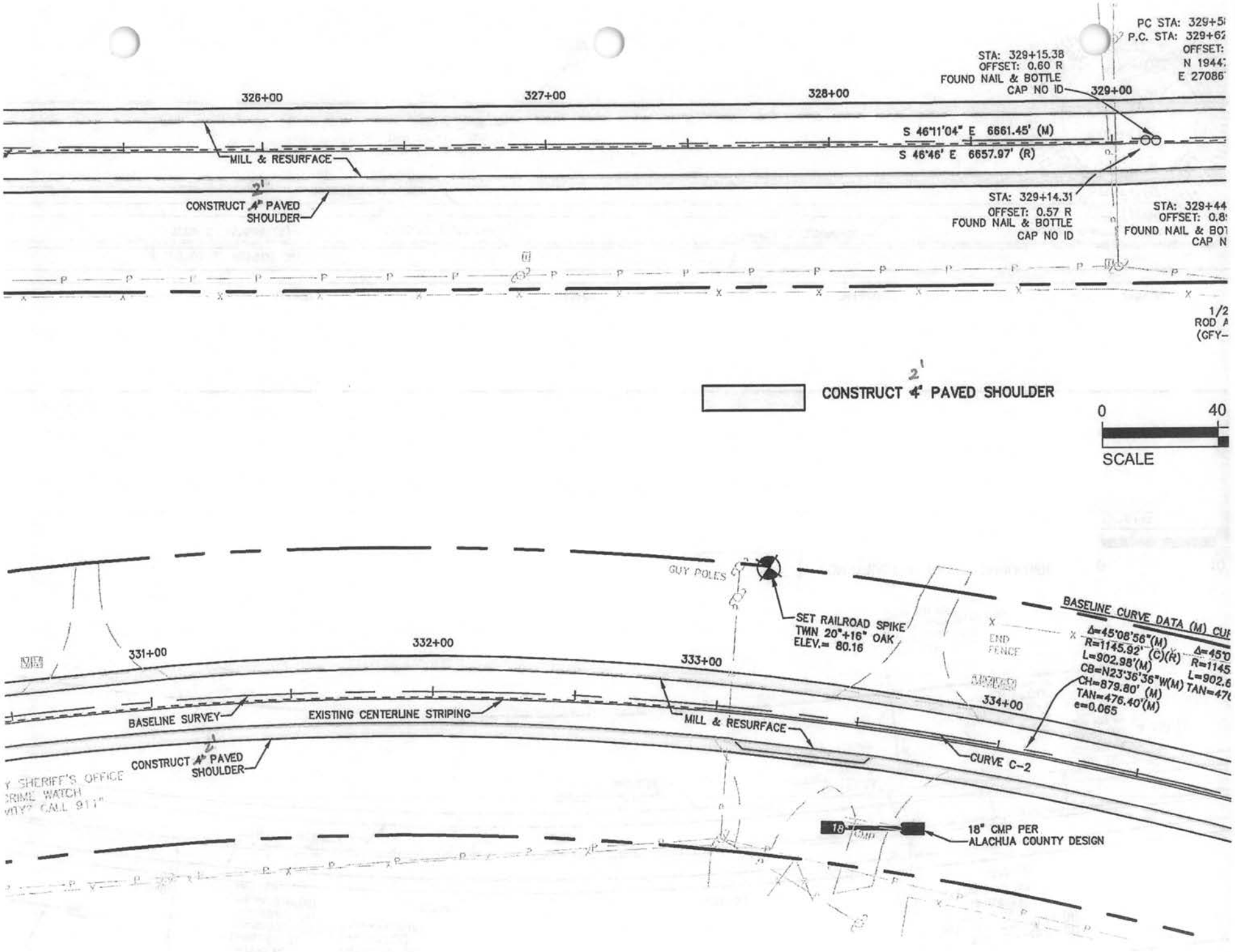
CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

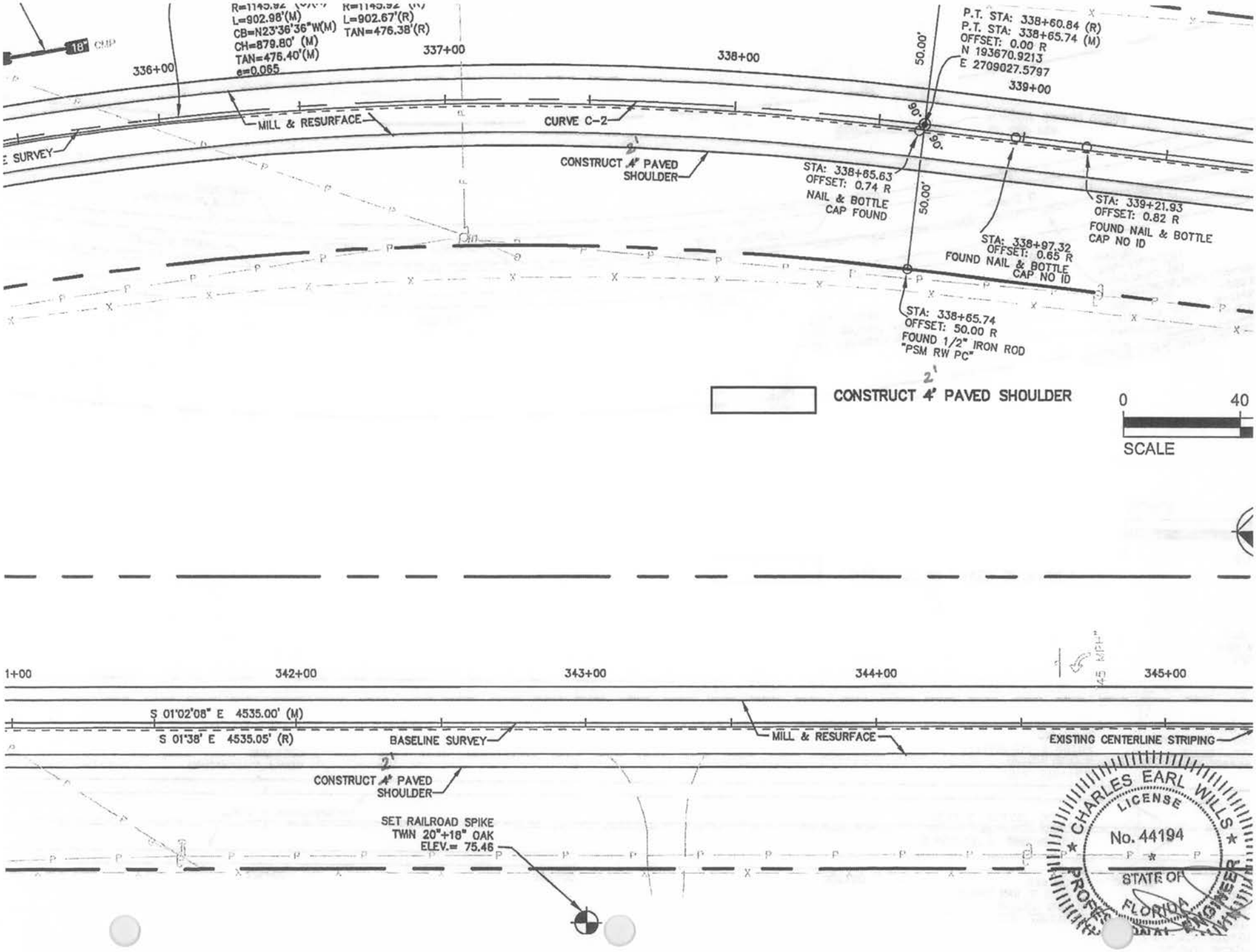

282+00
283+00
284+00
285+00
S 46°11'04" E 6661.45' (M)
S 46°46' E 6657.97' (R)
BASELINE SURVEY
MILL & RESURFACE
EXISTING CENTERLIN
CONSTRUCT 2' PAVED SHOULDER
CONSTRUCT 2' PAVED SHOULDER
0
40
SCALE
1/2" STEEL ROD AND CAP (GFY-LB 021)
50.00'
287+00
288+00
289+00
290+00
90°
90°
BASELINE SURVEY
MILL & RESURFACE
CONSTRUCT 2' PAVED SHOULDER
290+00.00
N 197220.6407
E 2705815.7883
50.00'
1/2" STEEL ROD AND CAP (GFY-LB 021)

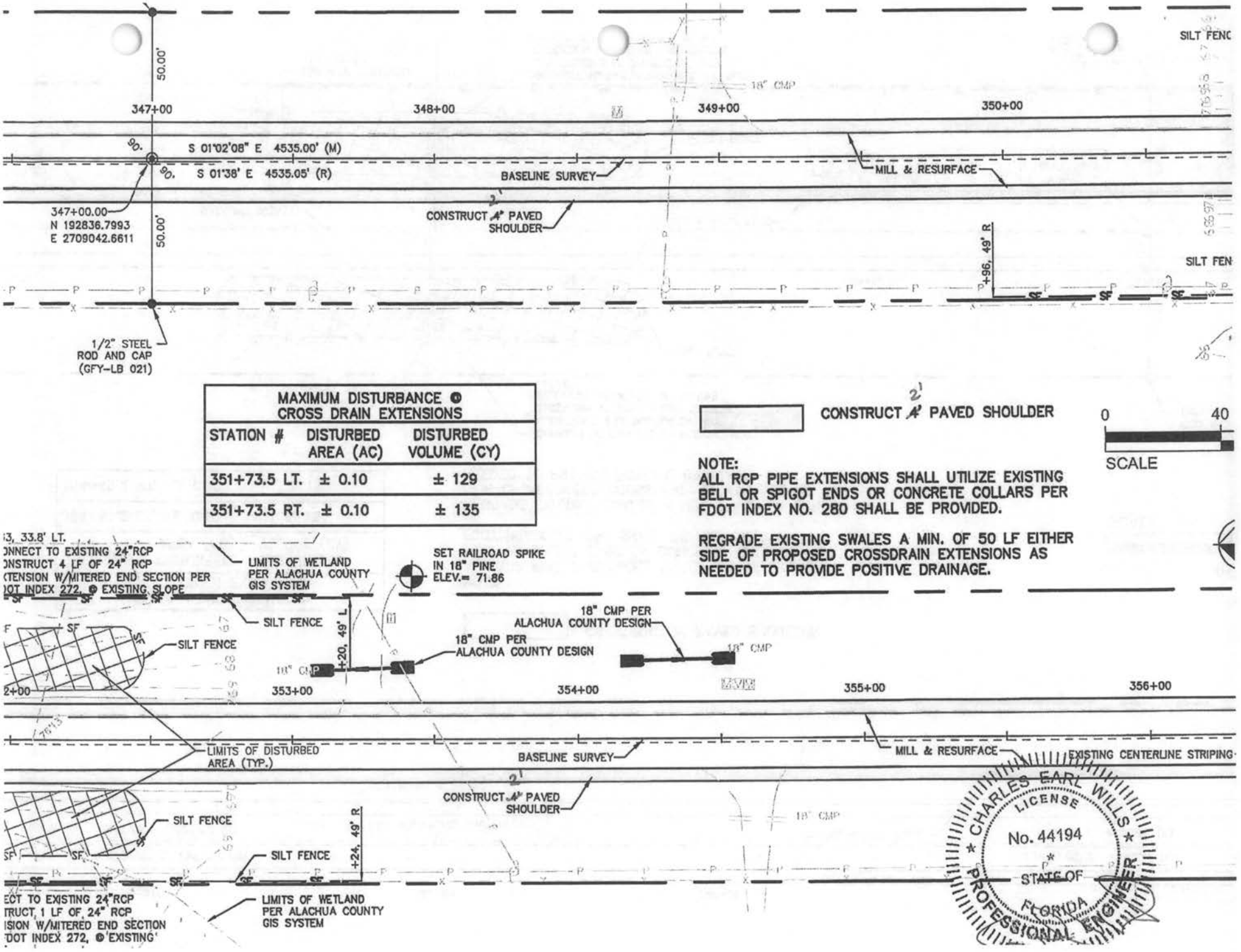

293+00
294+00
295+00
296+00
BASELINE SURVEY
MILL & RESURFACE
S 46°11'04" E 66
S 46°46' E 6657.9
CONSTRUCT 4' PAVED SHOULDER
SET RAILROAD SPIKE IN 10" PINE ELEV.= 79.06
END FENCE
CONSTRUCT 4' PAVED SHOULDER
0
40
SCALE
1/2" STEEL ROD AND CAP (GFY-LB 021)
50.00'
298+00
299+00
300+00
301+00
90°
90°
BASELINE SURVEY
MILL & RESURFACE
EXISTING CENTERLINE S
CONSTRUCT 4' PAVED SHOULDER
300+00.00
N 196528.3022
E 2706537.3617
50.00'
1/2" STEEL ROD AND CAP (GFY-LB 021)
CHARLES EA
LICENS
No 4415
STATE


304+00
305+00
306+00
307+00
BASELINE SURVEY
MILL & RESURFACE
EXISTING CENTERLINE STRIPING
CONSTRUCT 4" PAVED SHOULDER
MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS
STATION # | DISTURBED AREA (AC) | DISTURBED VOLUME (CY)
309+91 LT. | ± 0.10 | ± 214
309+91 RT. | ± 0.10 | ± 217
CONSTRUCT 4" PAVED SHOULDER
0
40
SCALE
NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.
REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.
PROPOSED CONCRETE ENDWALL PER FDOT INDEX 250 @ STA. 309+91.89, 28' LT.
1/2" STEEL ROD AND CAP (GFY-LB 021)
REMOVE EXISTING ENDWALL
NECT TO EXISTING 30" RCP CROSS
RAIN CONSTRUCT 9 LF OF DOUBLE
30" RCP @ EXISTING SLOPE
(2) 30" RCP
INV. NE 64.35
INV. SW 63.82
SF
50.00'
309+00
310+00
311+00
312+00
+36.49' L
SILT FENCE
S 46°11'04" E 6661.45', (M)
S 46°46' E 6657.97' (R)
90°
BASELINE SURVEY
MILL & RESURFACE
310+00.00
N 195835.9690
E 2707258.9332
CONSTRUCT 4" PAVED SHOULDER
+38.49' R
REMOVE EXISTING ENDWALL
CONNECT TO EXISTING 30" RCP CROSS
DRAIN CONSTRUCT 7 LF OF DOUBLE
30" RCP @ EXISTING SLOPE
PROPOSED CONCRETE ENDWALL
1/2" STEEL
LIMITS OF DISTURBED AREA (TYP.)
LIMITS OF WETLAND PER ALACHUA COUNTY GIS SYSTEM
CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF
FLORIDA


SILT FENCE
+41.
18" CMP
315+00
316+00
317+00
318+00
BASELINE SURVEY
MILL & RESURFACE
2'
CONSTRUCT 4' PAVED SHOULDER
SILT FENCE
+38. 49' R
LIMITS OF WETLAND PER ALACHUA COUNTY GIS SYSTEM
2'
CONSTRUCT 4' PAVED SHOULDER
0
40
SCALE
1/2" STEEL ROD AND CAP (GFY-LB 021)
50.00'
18" CMP
320+00
321+00
322+00
323+00
90°
S 46°11'04" E 6661.45' (M)
S 46°46' E 6657.97' (R)
SURVEY
90°
EXISTING CENTERLINE STRIPING
MILL & RESURFACE
2'
CONSTRUCT 4" PAVED SHOULDER
20+00.00
195143.6290
2707980.5113
50.00'
1/2" STEEL ROD AND CAP (GFY-LB 021)
SET RAILROAD SPIKE IN 14" PALM
ELEV.= 81.08
CH
PROFILE


326+00
327+00
328+00
329+00
PC STA: 329+5
P.C. STA: 329+62
OFFSET:
N 1944
E 27086
STA: 329+15.38
OFFSET: 0.60 R
FOUND NAIL & BOTTLE
CAP NO ID
S 46°11'04" E 6661.45' (M)
S 46°46' E 6657.97' (R)
MILL & RESURFACE
CONSTRUCT 4" PAVED SHOULDER
STA: 329+14.31
OFFSET: 0.57 R
FOUND NAIL & BOTTLE
CAP NO ID
STA: 329+44
OFFSET: 0.8
FOUND NAIL & BO
CAP N
1/2
ROD A
(GFY-
CONSTRUCT 4" PAVED SHOULDER
0
40
SCALE
GUY POLES
SET RAILROAD SPIKE
TWIN 20"+16" OAK
ELEV.= 80.16
331+00
332+00
333+00
334+00
END
FENCE
BASELINE CURVE DATA (M) CU
Δ=45°08'56"(M)
R=1145.92' (C)(R)
L=902.98'(M)
CB=N23°36'36"W(M)
CH=879.80' (M)
TAN=476.40'(M)
e=0.065
Δ=45°0
R=1145
L=902.6
TAN=47
BASELINE SURVEY
EXISTING CENTERLINE STRIPING
MILL & RESURFACE
CONSTRUCT 4" PAVED SHOULDER
CURVE C-2
18" CMP
18" CMP PER
ALACHUA COUNTY DESIGN
Y SHERIFF'S OFFICE
CRIME WATCH
NITY? CALL 911"


R=1145.92' (M)
L=902.98'(M)
CB=N23°36'36"W(M)
CH=879.80' (M)
TAN=476.40'(M)
e=0.065
R=1145.92' (R)
L=902.67'(R)
TAN=476.38'(R)
336+00
337+00
338+00
339+00
MILL & RESURFACE
CURVE C-2
CONSTRUCT 4' PAVED SHOULDER
P.T. STA: 338+60.84 (R)
P.T. STA: 338+65.74 (M)
OFFSET: 0.00 R
N 193670.9213
E 2709027.5797
50.00'
90°
STA: 338+65.63
OFFSET: 0.74 R
NAIL & BOTTLE CAP FOUND
STA: 339+21.93
OFFSET: 0.82 R
FOUND NAIL & BOTTLE CAP NO ID
STA: 338+97.32
OFFSET: 0.65 R
FOUND NAIL & BOTTLE CAP NO ID
STA: 338+65.74
OFFSET: 50.00 R
FOUND 1/2" IRON ROD "PSM RW PC"
CONSTRUCT 4' PAVED SHOULDER
0
40
SCALE
1+00
342+00
343+00
344+00
345+00
45 MPH
S 01°02'08" E 4535.00' (M)
S 01°38' E 4535.05' (R)
BASELINE SURVEY
MILL & RESURFACE
EXISTING CENTERLINE STRIPING
CONSTRUCT 4' PAVED SHOULDER
SET RAILROAD SPIKE
TWIN 20"+18" OAK
ELEV.= 75.46
CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF
FLORIDA



MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
351+73.5 LT.	± 0.10	± 129
351+73.5 RT.	± 0.10	± 135

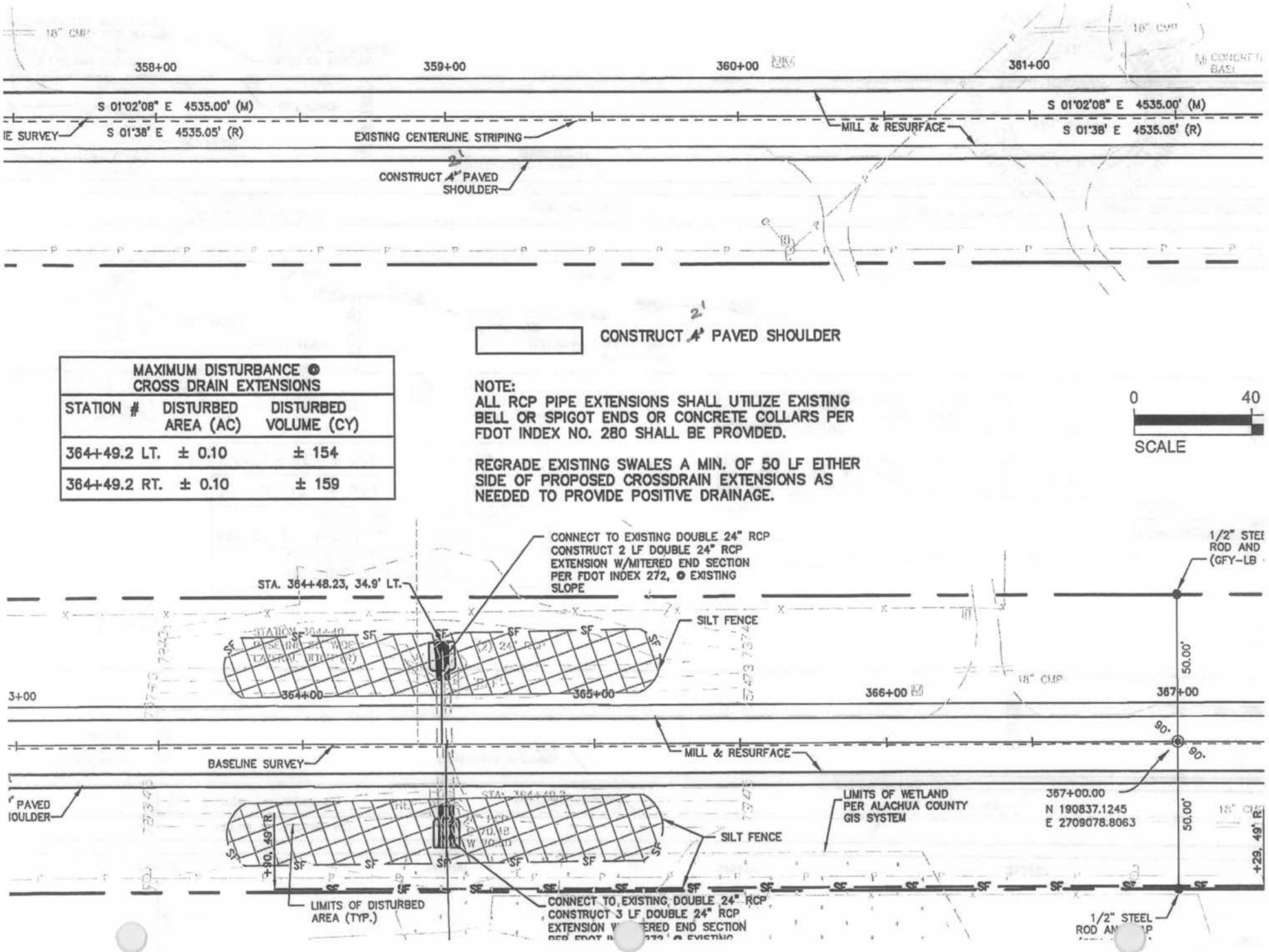
CONSTRUCT 2' PAVED SHOULDER

0 40
SCALE

NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF FLORIDA
PROFESSIONAL ENGINEER

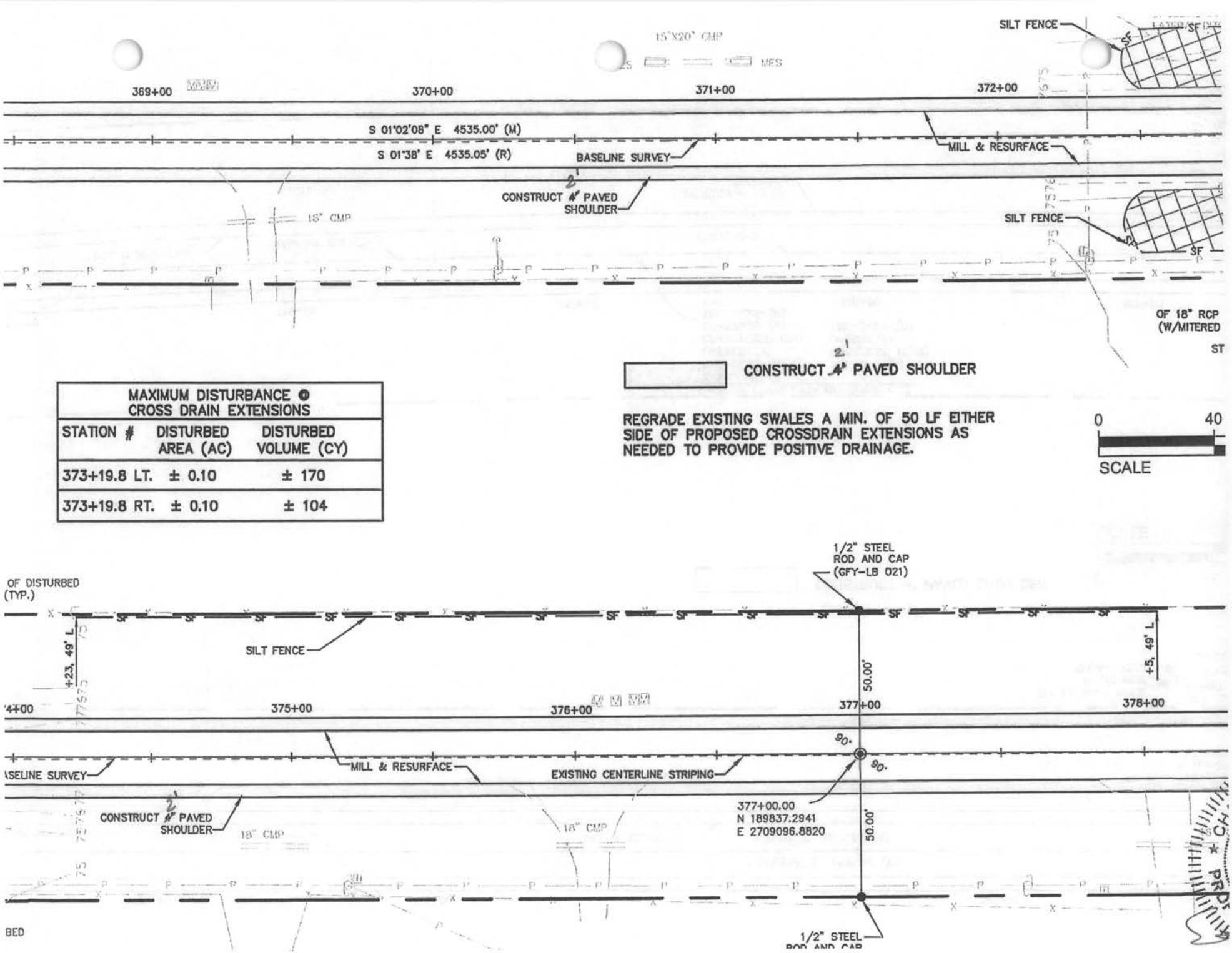


MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
364+49.2 LT.	± 0.10	± 154
364+49.2 RT.	± 0.10	± 159

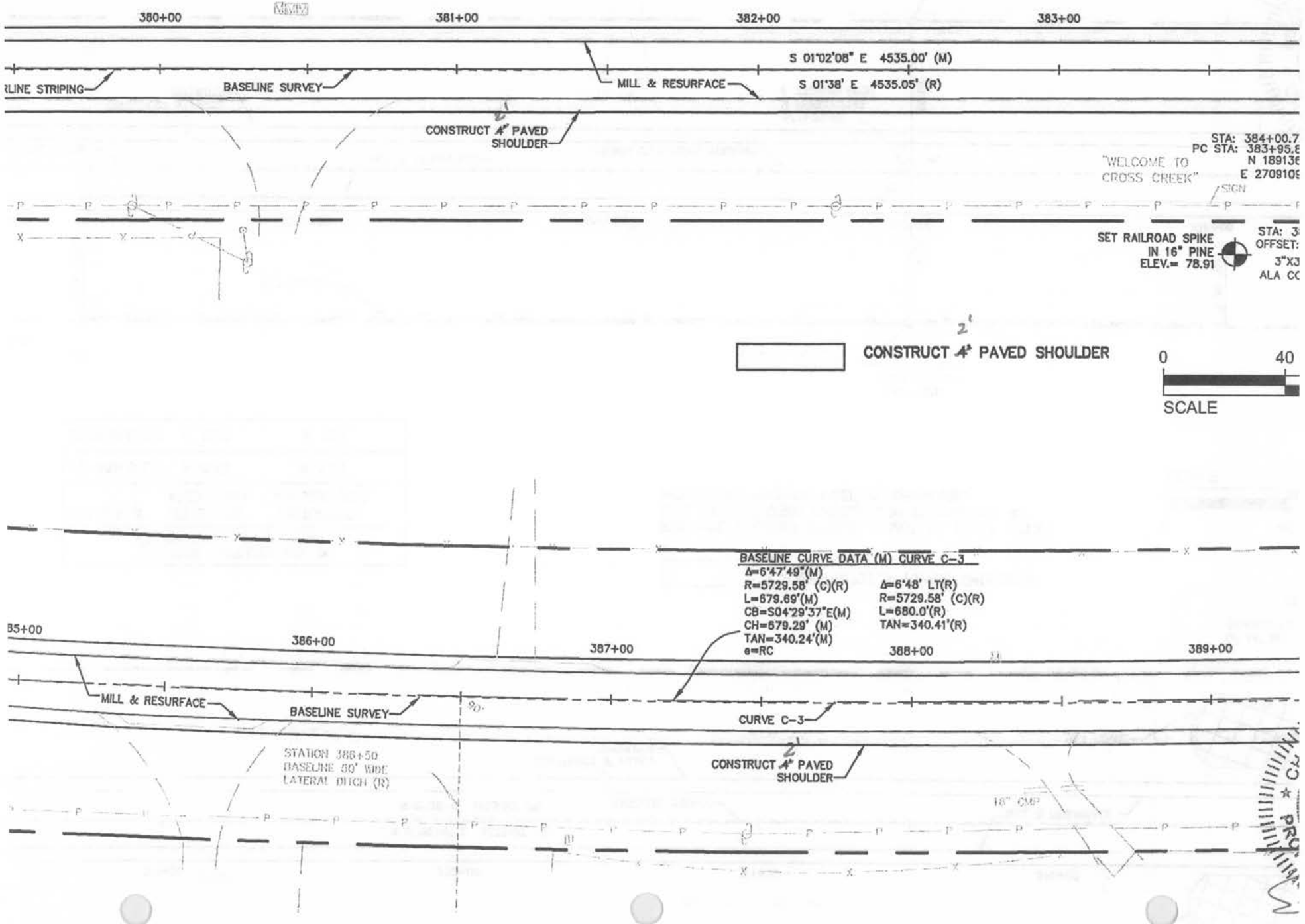
NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

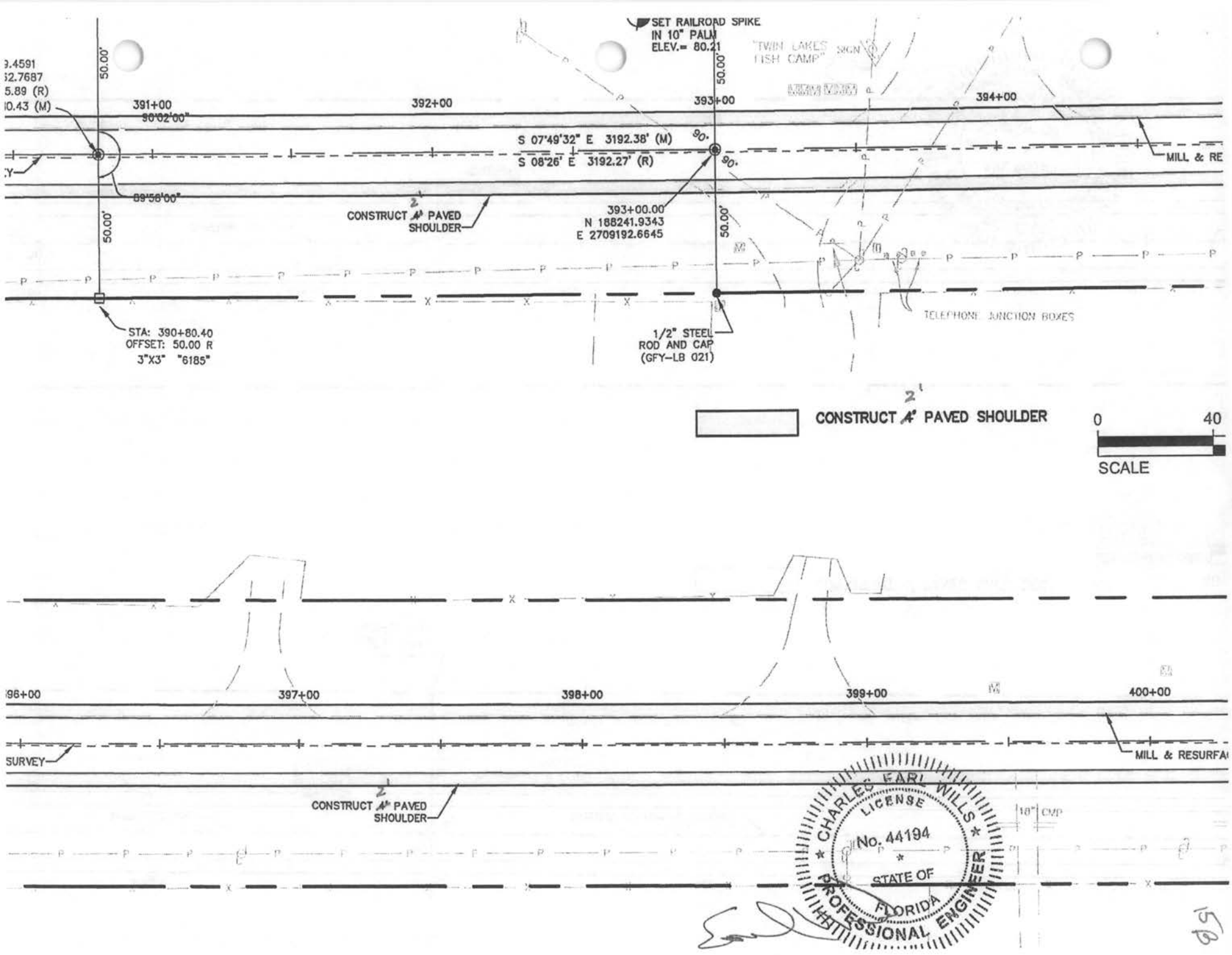
REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

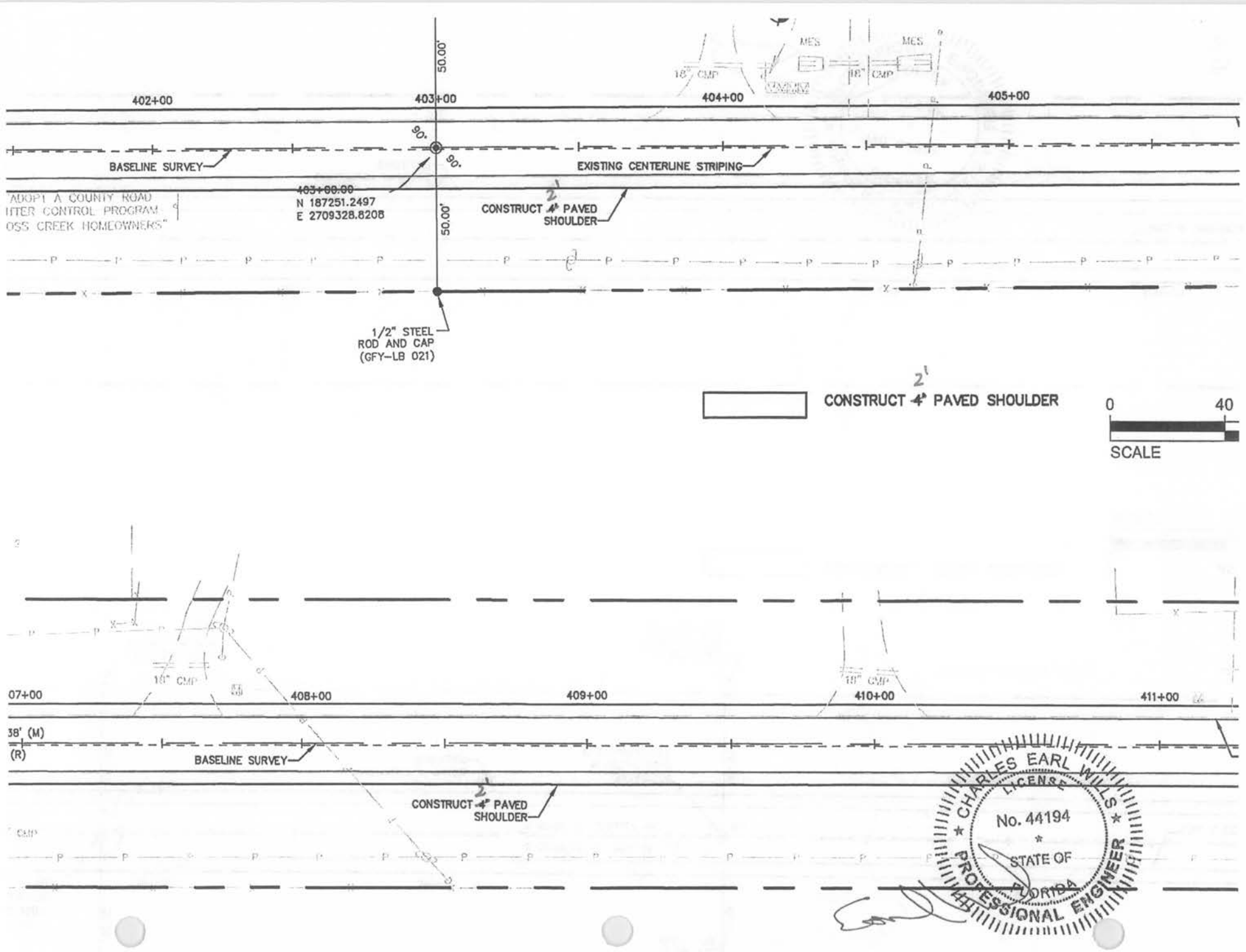
0 40
SCALE

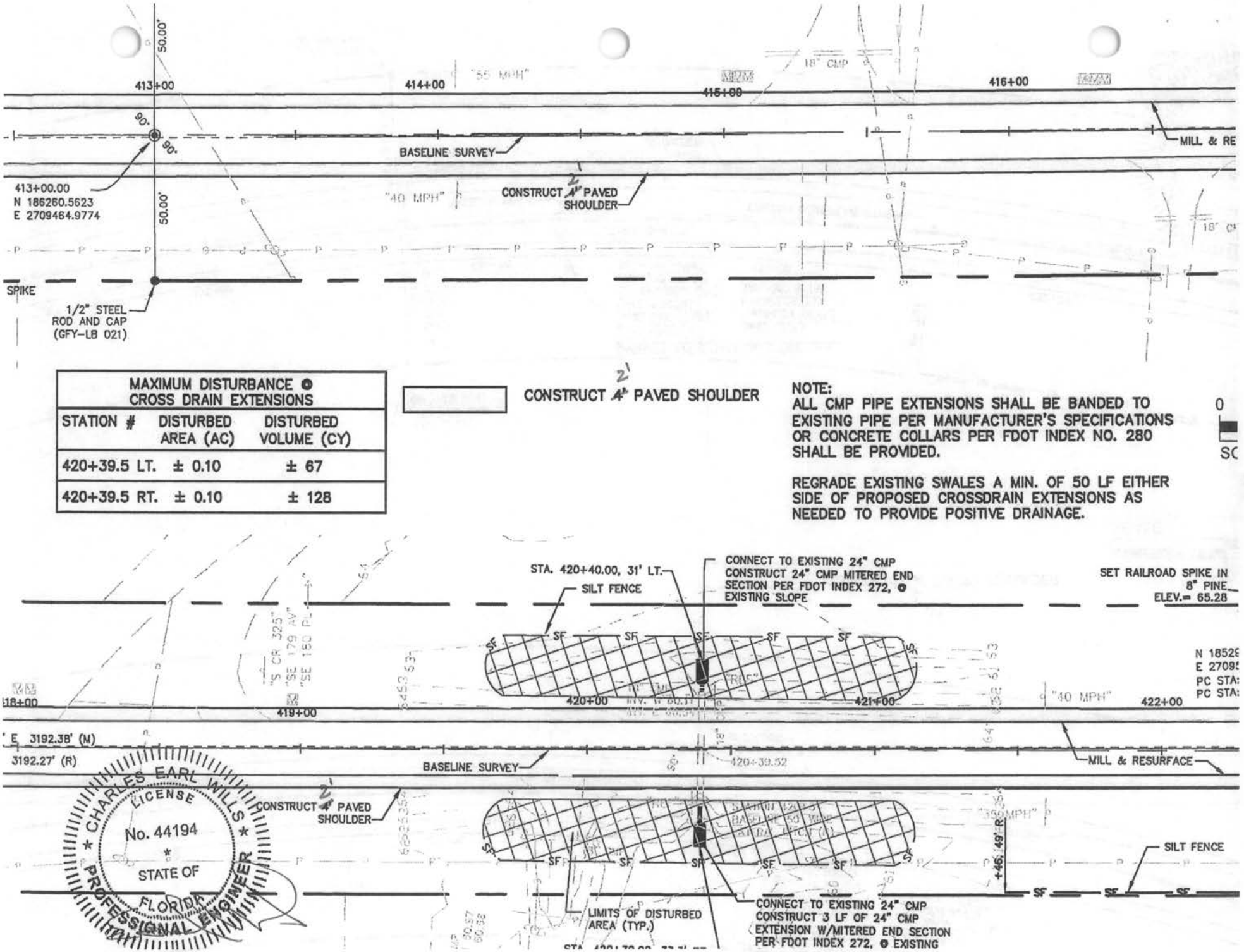


MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
373+19.8 LT.	± 0.10	± 170
373+19.8 RT.	± 0.10	± 104


380+00
381+00
382+00
383+00
S 01°02'08" E 4535.00' (M)
S 01°38' E 4535.05' (R)
RLINE STRIPING
BASELINE SURVEY
MILL & RESURFACE
CONSTRUCT 4" PAVED SHOULDER
STA: 384+00.7
PC STA: 383+95.8
N 189136
E 270910
"WELCOME TO CROSS CREEK"
SIGN
SET RAILROAD SPIKE IN 16" PINE ELEV.= 78.91
STA: 3
OFFSET:
3"X3
ALA CC
CONSTRUCT 4" PAVED SHOULDER
0
40
SCALE
BASELINE CURVE DATA (M) CURVE C-3
Δ=6°47'49"(M)
R=5729.58' (C)(R)
L=679.69'(M)
CB=S04°29'37"E(M)
CH=679.29' (M)
TAN=340.24'(M)
e=RC
Δ=6°48' LT(R)
R=5729.58' (C)(R)
L=680.0'(R)
TAN=340.41'(R)
385+00
386+00
387+00
388+00
389+00
MILL & RESURFACE
BASELINE SURVEY
CURVE C-3
CONSTRUCT 4" PAVED SHOULDER
STATION 386+50
BASELINE 50' WIDE
LATERAL DITCH (R)
18" CMP


SET RAILROAD SPIKE
IN 10" PALM
ELEV.= 80.21
"TWIN LAKES
FISH CAMP" SIGN
50.00'
50.00'
50.00'
50.00'
391+00
392+00
393+00
394+00
30°02'00"
89°56'00"
S 07°49'32" E 3192.38' (M)
S 08°26' E 3192.27' (R)
90°
90°
CONSTRUCT 2' PAVED SHOULDER
393+00.00
N 188241.9343
E 2709192.6645
MILL & RE
TELEPHONE JUNCTION BOXES
STA: 390+80.40
OFFSET: 50.00 R
3"X3" "6185"
1/2" STEEL
ROD AND CAP
(GFY-LB 021)
CONSTRUCT 2' PAVED SHOULDER
0
40
SCALE
396+00
397+00
398+00
399+00
400+00
MILL & RESURFA
SURVEY
CONSTRUCT 2' PAVED SHOULDER
18" CMP
CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

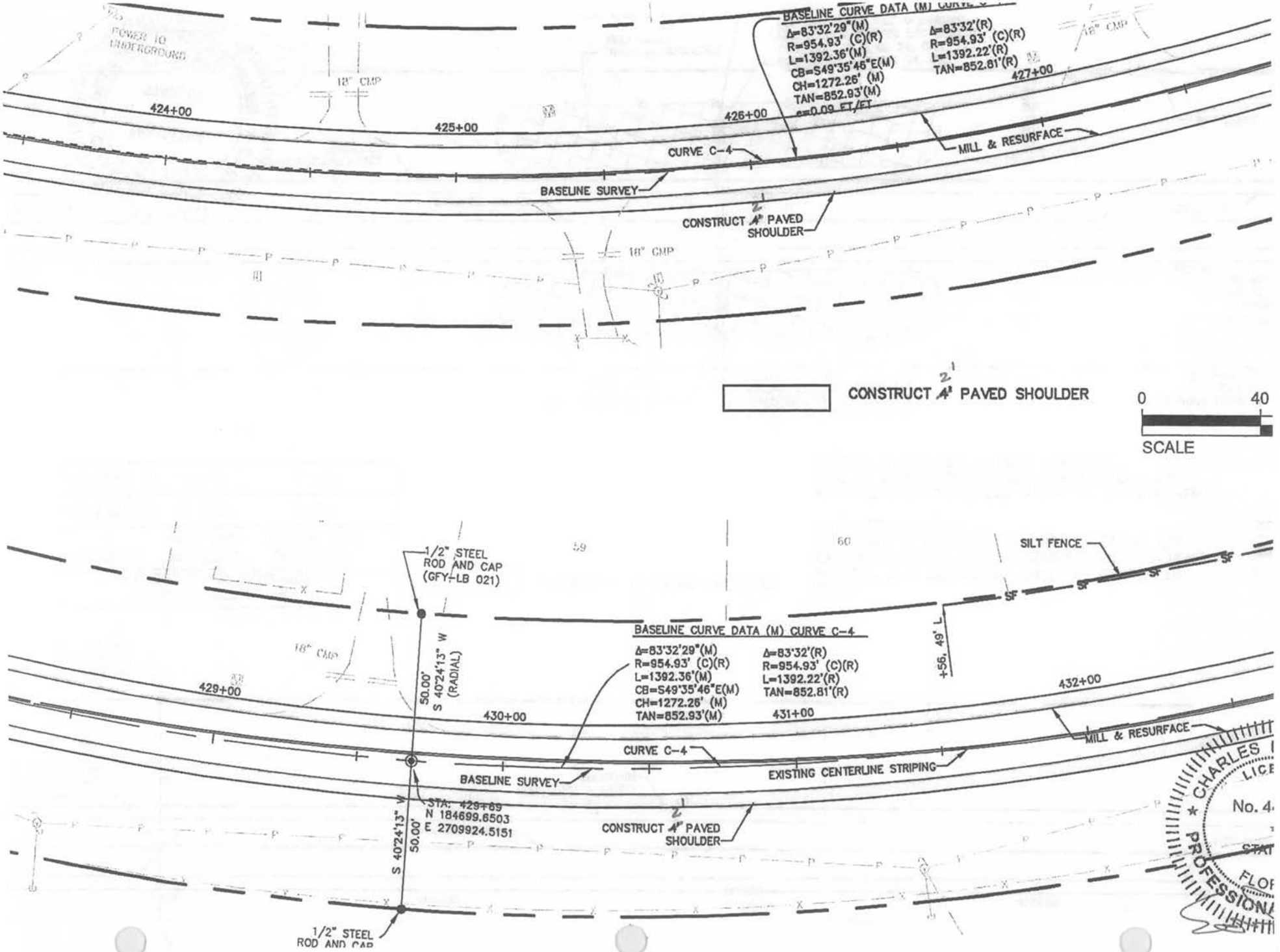

402+00
403+00
404+00
405+00
50.00'
90.
BASELINE SURVEY
EXISTING CENTERLINE STRIPING
403+00.00
N 187251.2497
E 2709328.8208
CONSTRUCT 4" PAVED SHOULDER
1/2" STEEL ROD AND CAP (GFY-LB 021)
18" CMP
MES
CONSTRUCT 4" PAVED SHOULDER
0
40
SCALE
407+00
408+00
409+00
410+00
411+00
BASELINE SURVEY
CONSTRUCT 4" PAVED SHOULDER
CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

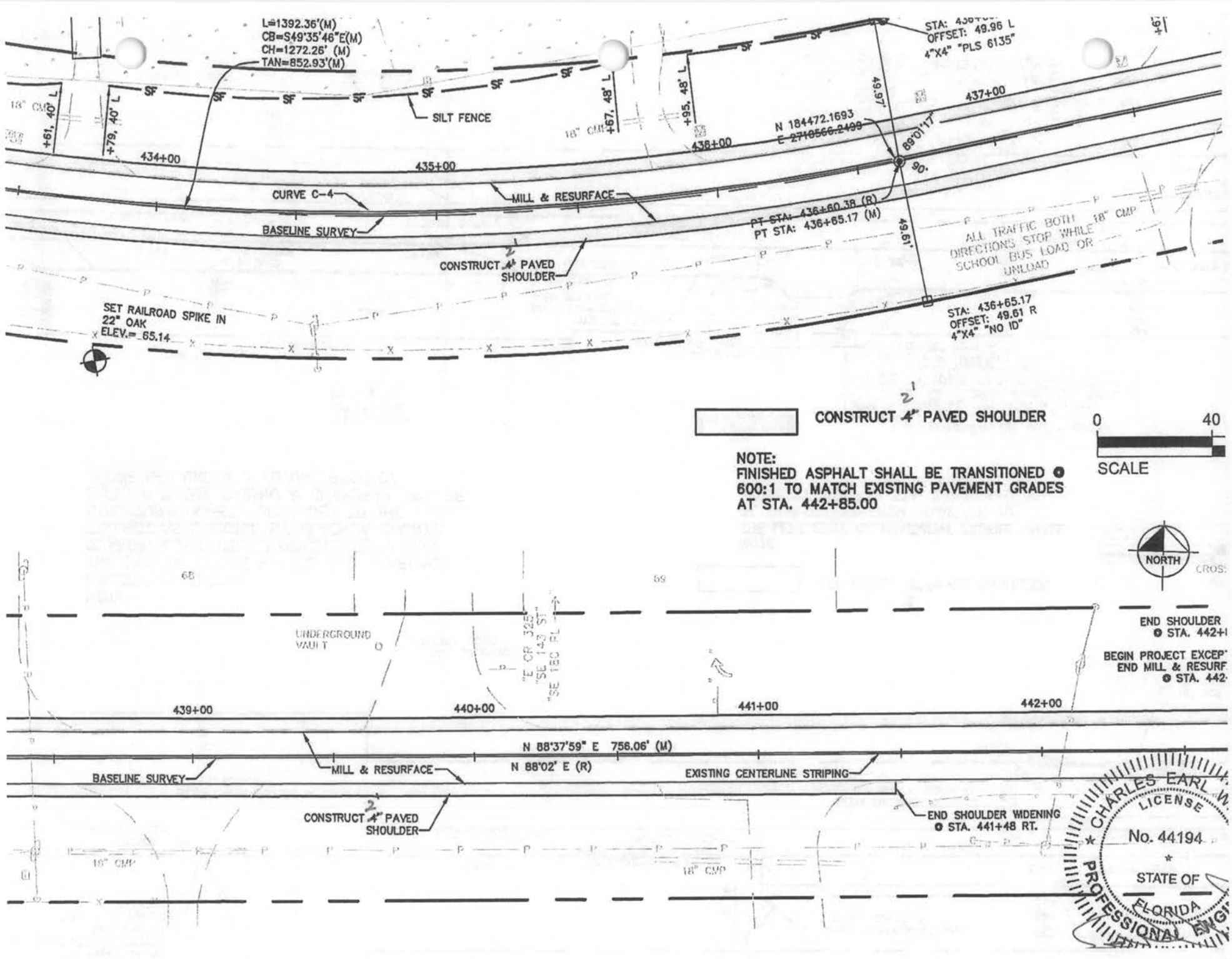


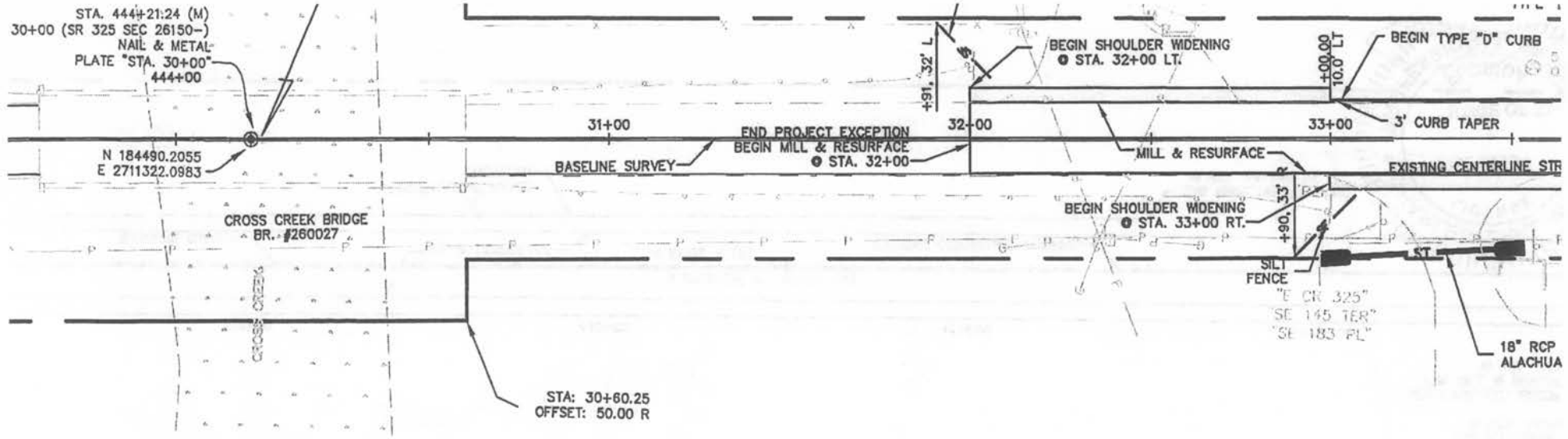
MAXIMUM DISTURBANCE ⊙ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
420+39.5 LT.	± 0.10	± 67
420+39.5 RT.	± 0.10	± 128

CONSTRUCT 4" PAVED SHOULDER

CHARLES EARL WILLS * LICENSE No. 44194 * STATE OF FLORIDA PROFESSIONAL ENGINEER


POWER TO UNDERGROUND
18" CMP
424+00
425+00
426+00
427+00
BASELINE CURVE DATA (M) CURVE C-4
Δ=83°32'29"(M)
R=954.93' (C)(R)
L=1392.36'(M)
CB=S49°35'46"E(M)
CH=1272.26' (M)
TAN=852.93'(M)
e=0.09 FT/FT
Δ=83°32'(R)
R=954.93' (C)(R)
L=1392.22'(R)
TAN=852.81'(R)
CURVE C-4
BASELINE SURVEY
MILL & RESURFACE
CONSTRUCT 2' PAVED SHOULDER
CONSTRUCT 2' PAVED SHOULDER
0
40
SCALE
1/2" STEEL ROD AND CAP (GFY LB 021)
S 40°24'13" W (RADIAL)
50.00'
SILT FENCE
SF
+56.49' L
429+00
430+00
431+00
432+00
MILL & RESURFACE
CURVE C-4
BASELINE SURVEY
EXISTING CENTERLINE STRIPING
STA: 429+69
N 184699.6503
E 2709924.5151
CONSTRUCT 2' PAVED SHOULDER
S 40°24'13" W
50.00'
1/2" STEEL ROD AND CAP
CHARLES
LICE
No. 4
PROFESSIONA


L=1392.36'(M)
CB=S49°35'46"E(M)
CH=1272.26' (M)
TAN=852.93'(M)
SILT FENCE
+61, 40' L
+79, 40' L
+67, 48' L
+95, 48' L
18" CMP
434+00
435+00
436+00
437+00
438+00
CURVE C-4
MILL & RESURFACE
BASELINE SURVEY
CONSTRUCT 4" PAVED SHOULDER
SET RAILROAD SPIKE IN 22" OAK
ELEV.= 65.14
N 184472.1693
E 2710566.2499
89°01'17"
90°
49.61'
PT STA: 436+60.38 (R)
PT STA: 436+65.17 (M)
STA: 436+65.17
OFFSET: 49.61 R
4"X4" "NO ID"
STA: 436+
OFFSET: 49.96 L
4"X4" "PLS 6135"
ALL TRAFFIC BOTH DIRECTIONS STOP WHILE SCHOOL BUS LOAD OR UNLOAD
CONSTRUCT 4" PAVED SHOULDER
0
40
SCALE
NOTE:
FINISHED ASPHALT SHALL BE TRANSITIONED @ 600:1 TO MATCH EXISTING PAVEMENT GRADES AT STA. 442+85.00
NORTH
UNDERGROUND VAULT
"E CR 325"
"SE 142 ST"
"SE 180 PL"
439+00
440+00
441+00
442+00
N 88°37'59" E 756.06' (M)
N 88°02' E (R)
BASELINE SURVEY
MILL & RESURFACE
EXISTING CENTERLINE STRIPING
CONSTRUCT 4" PAVED SHOULDER
END SHOULDER WIDENING @ STA. 441+48 RT.
END SHOULDER @ STA. 442+
BEGIN PROJECT EXCEP
END MILL & RESURF
@ STA. 442
18" CMP
18" CMP
CHARLES EARL
LICENSE
No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGI

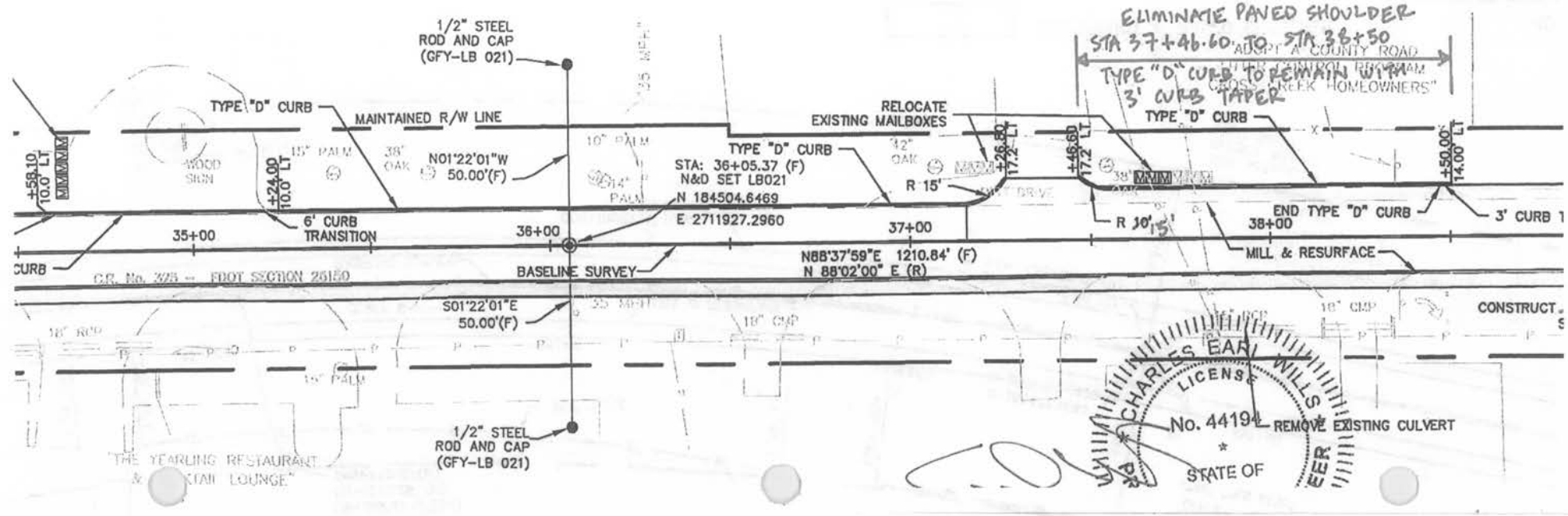


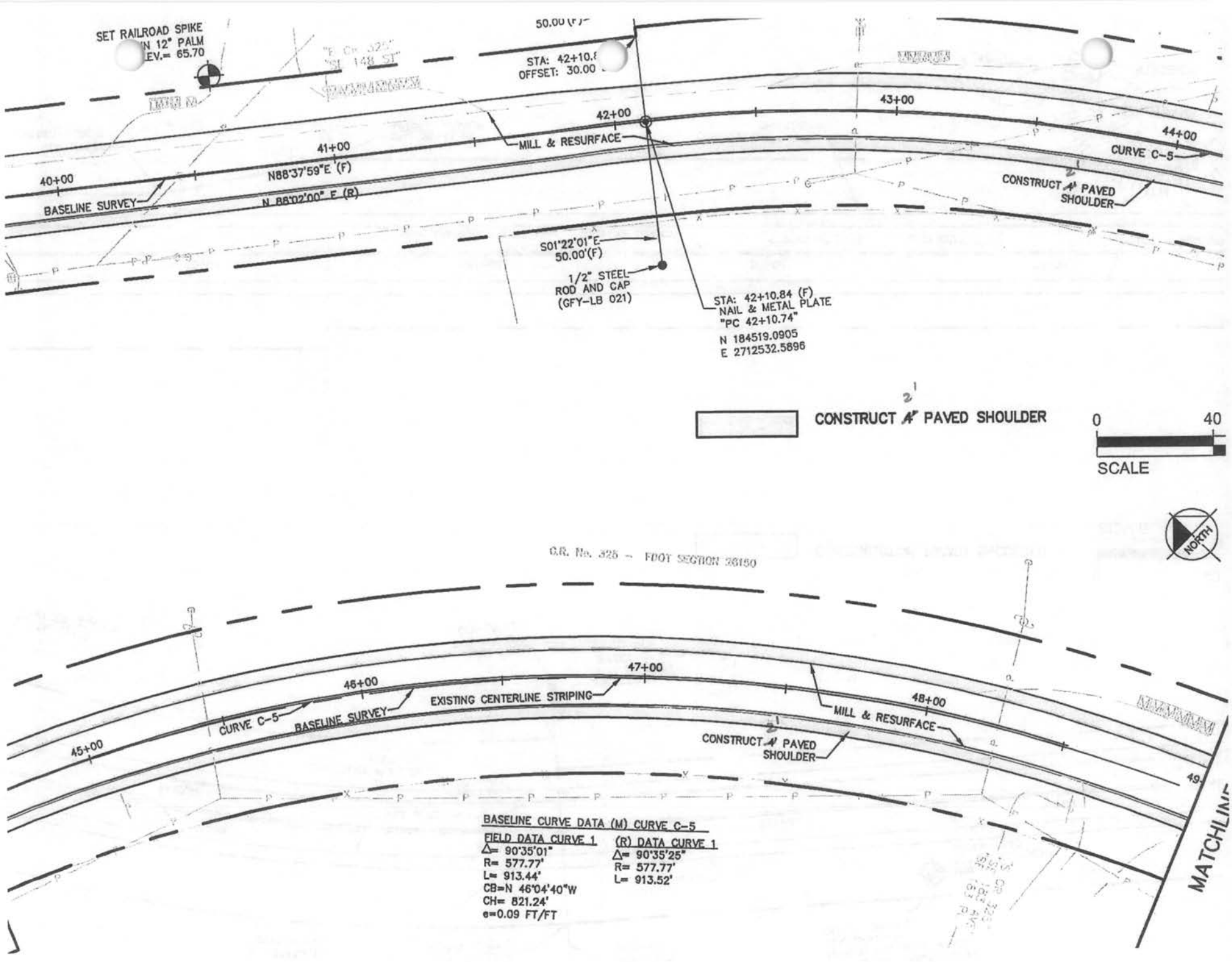
NOTE:
PROJECT EXCEPTION
THE EXISTING BRIDGE RAILING AND APPROACH GUARDRAIL HAS BEEN EXCLUDED FROM THIS PROJECT AS DIRECTED BY ALACHUA COUNTY. STRUCTURAL SAFETY UPGRADES TO THE EXISTING BRIDGE RAILING & GUARDRAIL WILL BE ADDRESSED UNDER A FUTURE PROJECT

CONSTRUCT 2' PAVED SHOULDER

NOTE:
THE LEFT EDGE OF PAVEMENT PROFILE SHALL BE TRANSITIONED FROM −0.02'/FT. TO +0.02'/FT. BETWEEN STA: 32+20 AND 33+00.

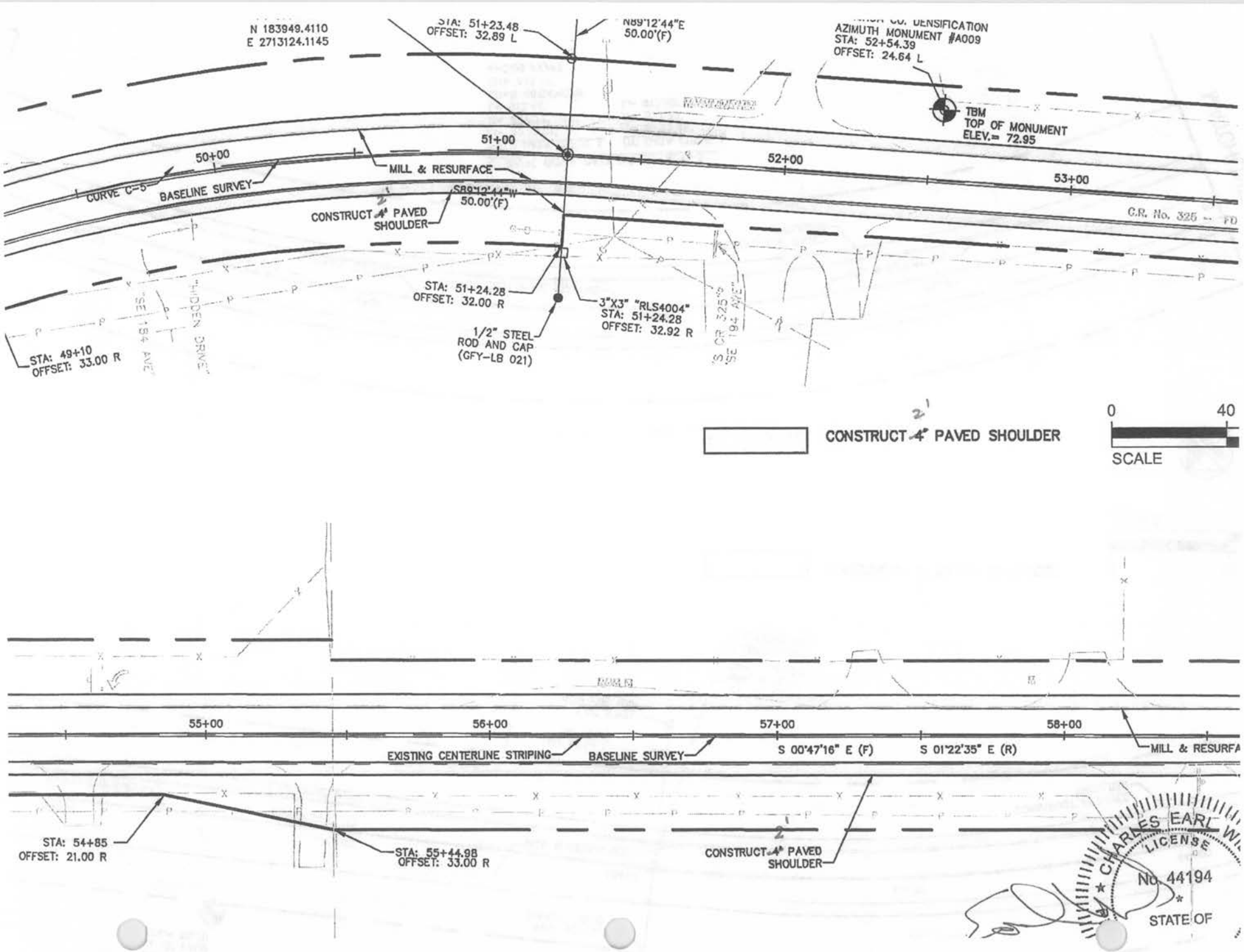
0 40
SCALE

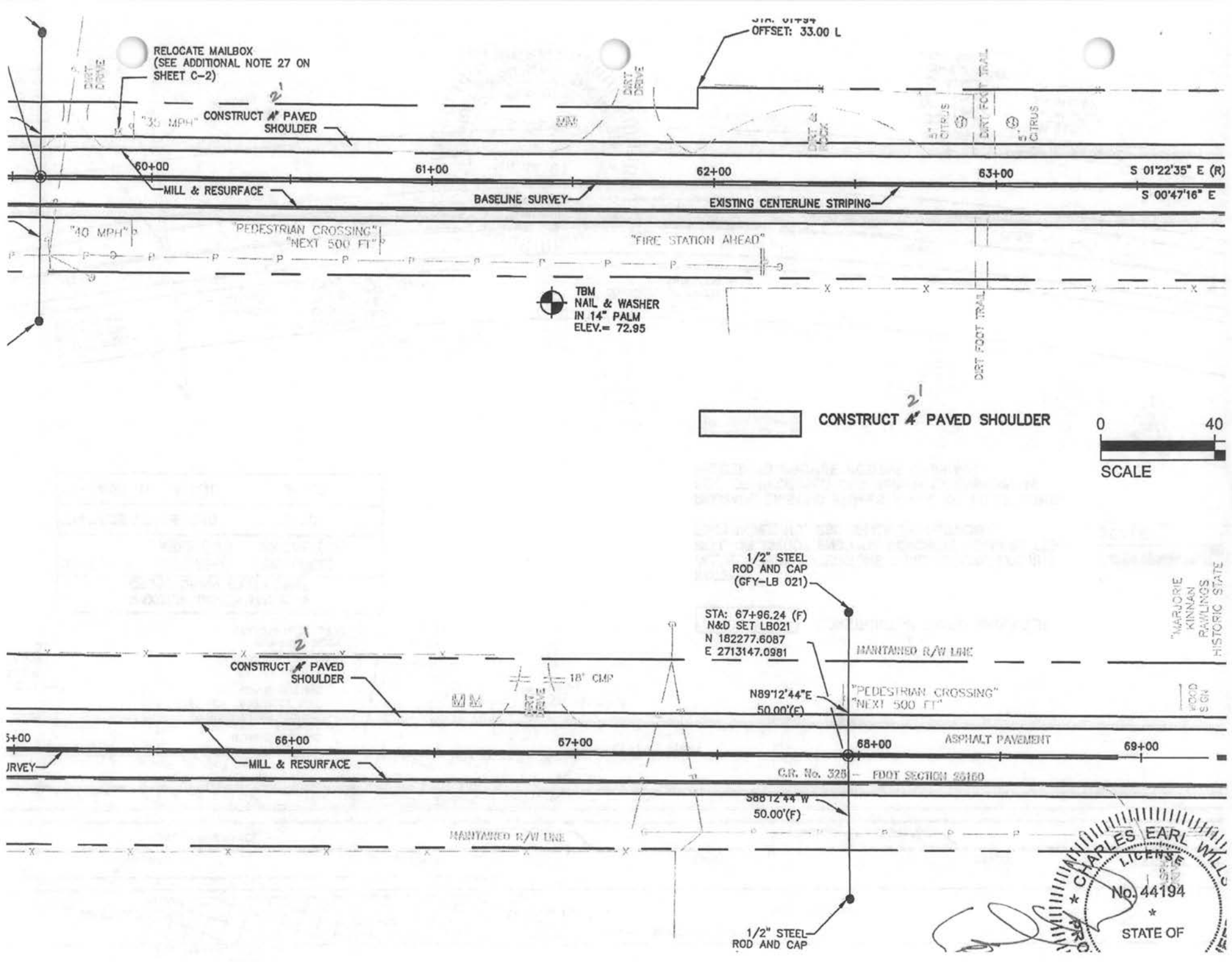


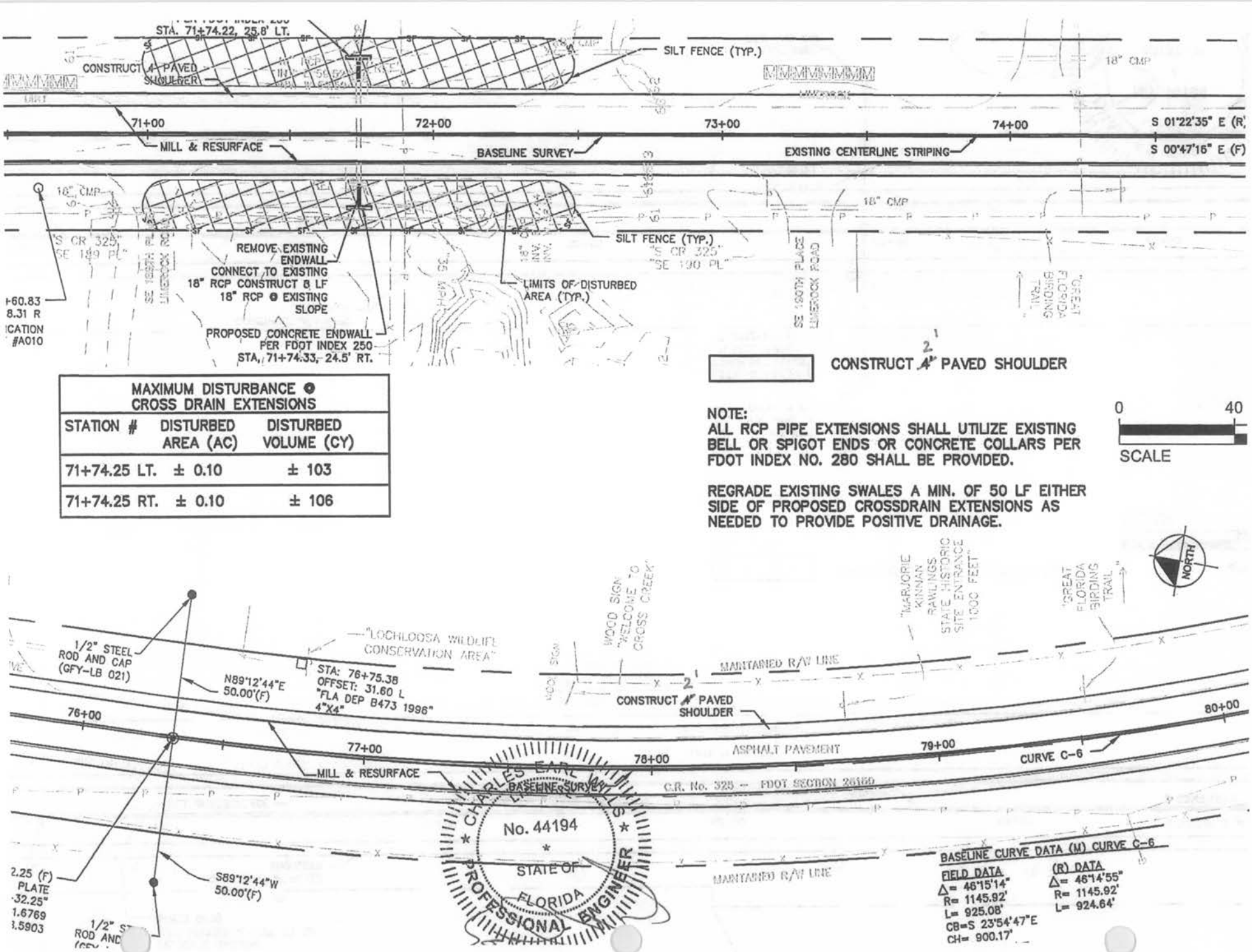


BASELINE CURVE DATA (M) CURVE C-5

FIELD DATA CURVE 1	(R) DATA CURVE 1
Δ= 90°35'01"	Δ= 90°35'25"
R= 577.77'	R= 577.77'
L= 913.44'	L= 913.52'
CB=N 46°04'40"W	
CH= 821.24'	
e=0.09 FT/FT	


N 183949.4110
E 2713124.1145
STA: 51+23.48
OFFSET: 32.89 L
N89°12'44"E
50.00'(F)
AZIMUTH MONUMENT #A009
STA: 52+54.39
OFFSET: 24.64 L
TBM
TOP OF MONUMENT
ELEV.= 72.95
50+00
51+00
52+00
53+00
CURVE C-5
BASELINE SURVEY
MILL & RESURFACE
CONSTRUCT 4' PAVED SHOULDER
S89°12'44"W
50.00'(F)
C.R. No. 325
STA: 51+24.28
OFFSET: 32.00 R
1/2" STEEL
ROD AND CAP
(GFY-LB 021)
3"X3" "RLS4004"
STA: 51+24.28
OFFSET: 32.92 R
STA: 49+10
OFFSET: 33.00 R
SE 194 AVE
HIDDEN DRIVE
CONSTRUCT 4" PAVED SHOULDER
0
40
SCALE
55+00
56+00
57+00
58+00
EXISTING CENTERLINE STRIPING
BASELINE SURVEY
S 00°47'16" E (F)
S 01°22'35" E (R)
MILL & RESURFA
STA: 54+85
OFFSET: 21.00 R
STA: 55+44.98
OFFSET: 33.00 R
CONSTRUCT 4" PAVED SHOULDER
CHARLES EARL
LICENSE
No. 44194
STATE OF


RELOCATE MAILBOX
(SEE ADDITIONAL NOTE 27 ON
SHEET C-2)
OFFSET: 33.00 L
DIRT DRIVE
DIRT DRIVE
DIRT FOOT TRAIL
"35 MPH"
CONSTRUCT 4' PAVED
SHOULDER
2'
MM
DIRT & ROCK
5" CITRUS
5" CITRUS
60+00
61+00
62+00
63+00
S 01°22'35" E (R)
S 00°47'16" E
MILL & RESURFACE
BASELINE SURVEY
EXISTING CENTERLINE STRIPING
"40 MPH"
"PEDESTRIAN CROSSING"
"NEXT 500 FT"
"FIRE STATION AHEAD"
TBM
NAIL & WASHER
IN 14" PALM
ELEV.= 72.95
DIRT FOOT TRAIL
2'
CONSTRUCT 4' PAVED SHOULDER
0
40
SCALE
1/2" STEEL
ROD AND CAP
(GFY-LB 021)
STA: 67+96.24 (F)
N&D SET LB021
N 182277.6087
E 2713147.0981
MAINTAINED R/W LINE
"MARJORIE
KINNAN
RAWLINGS
HISTORIC STATE
2'
CONSTRUCT 4' PAVED
SHOULDER
18" CMP
MM
DIRT DRIVE
N89°12'44"E
50.00'(F)
"PEDESTRIAN CROSSING"
"NEXT 500 FT"
FDOT
S SIGN
66+00
67+00
68+00
ASPHALT PAVEMENT
69+00
MILL & RESURFACE
C.R. No. 325 – FDOT SECTION 26160
S89°12'44"W
50.00'(F)
MAINTAINED R/W LINE
1/2" STEEL
ROD AND CAP
CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF



MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
71+74.25 LT.	± 0.10	± 103
71+74.25 RT.	± 0.10	± 106

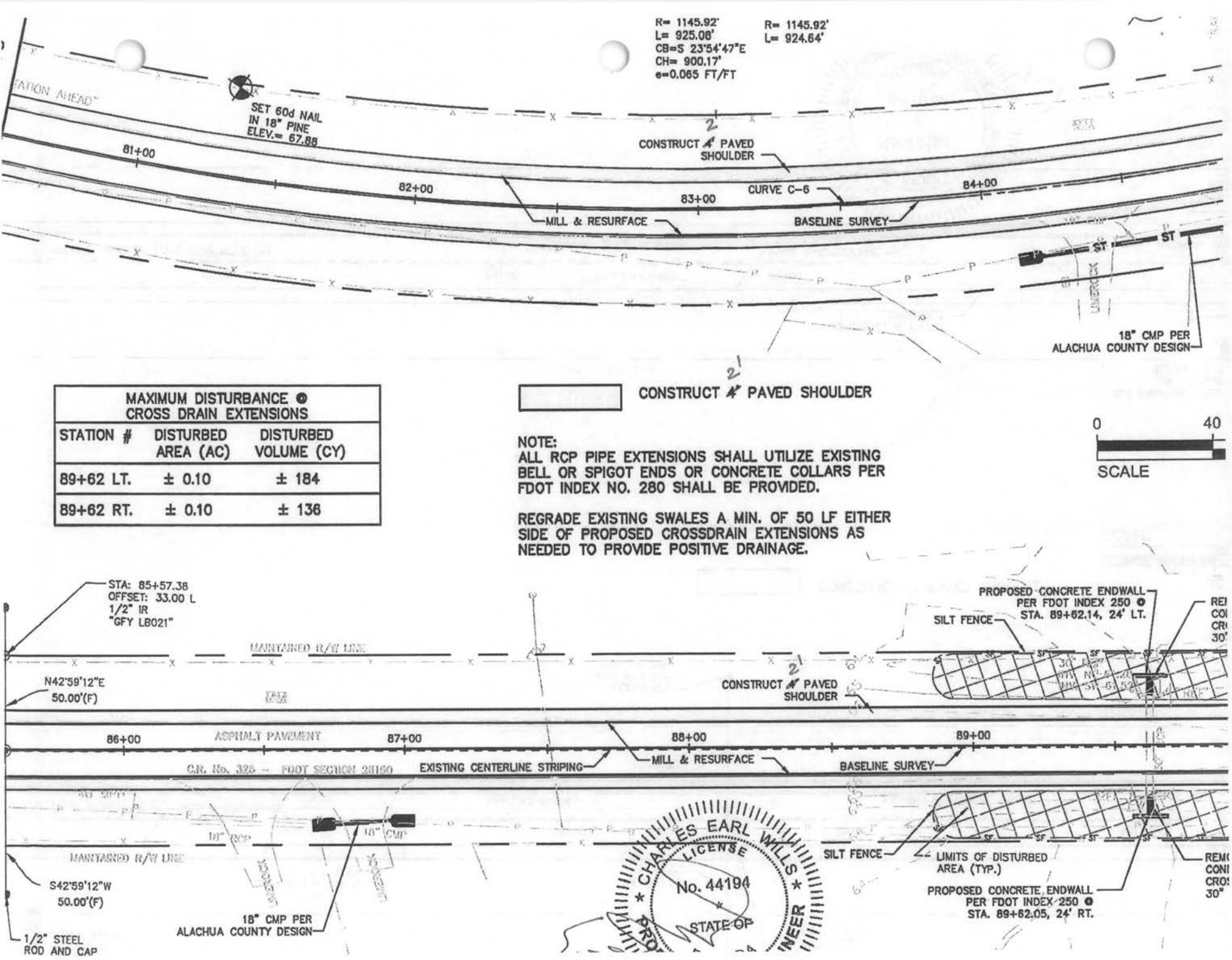
NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

0 40
SCALE

BASELINE CURVE DATA (M) CURVE C-6

FIELD DATA	(R) DATA
Δ= 46°15'14"	Δ= 46°14'55"
R= 1145.92'	R= 1145.92'
L= 925.08'	L= 924.64'
CB=S 23°54'47"E	
CH= 900.17'	

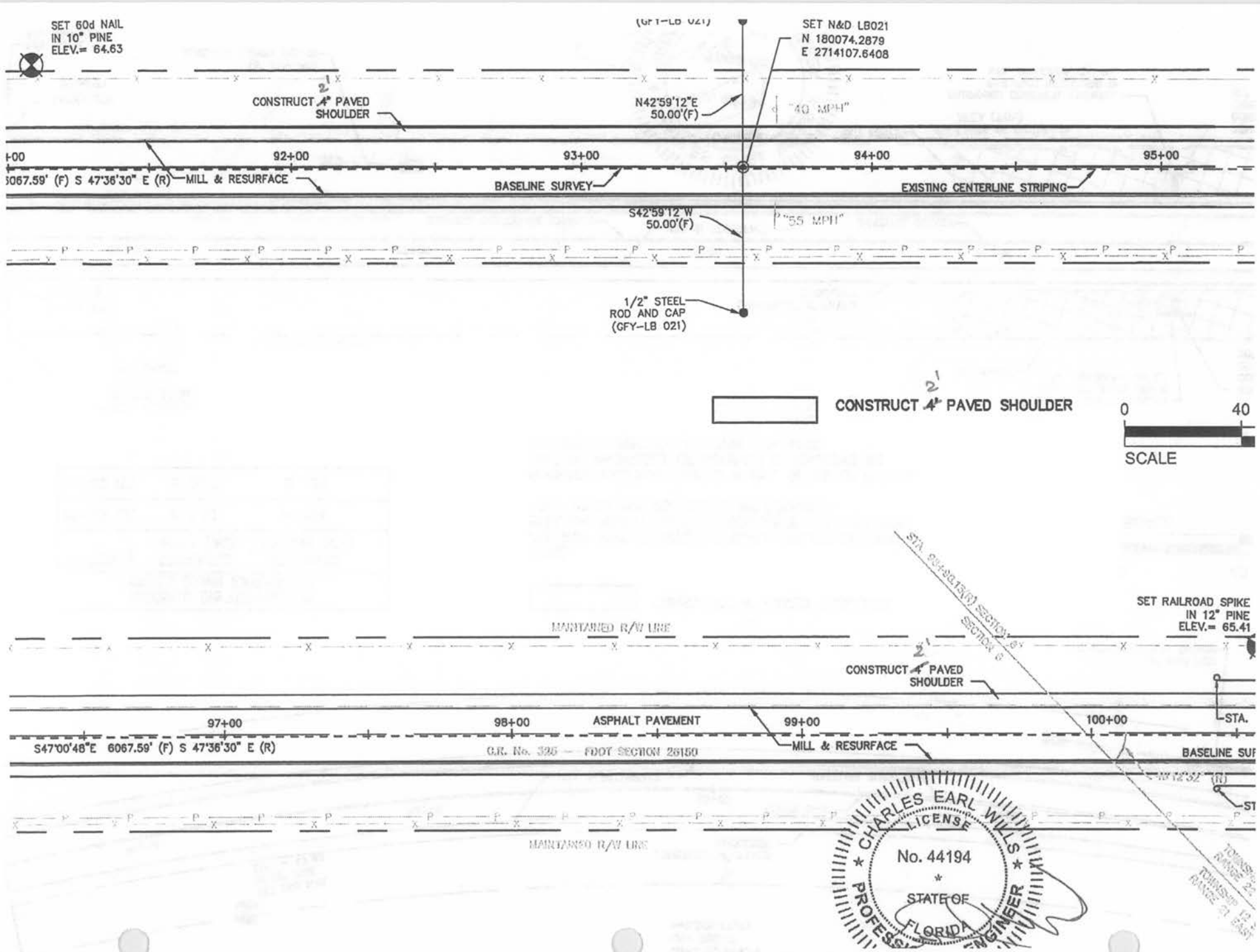


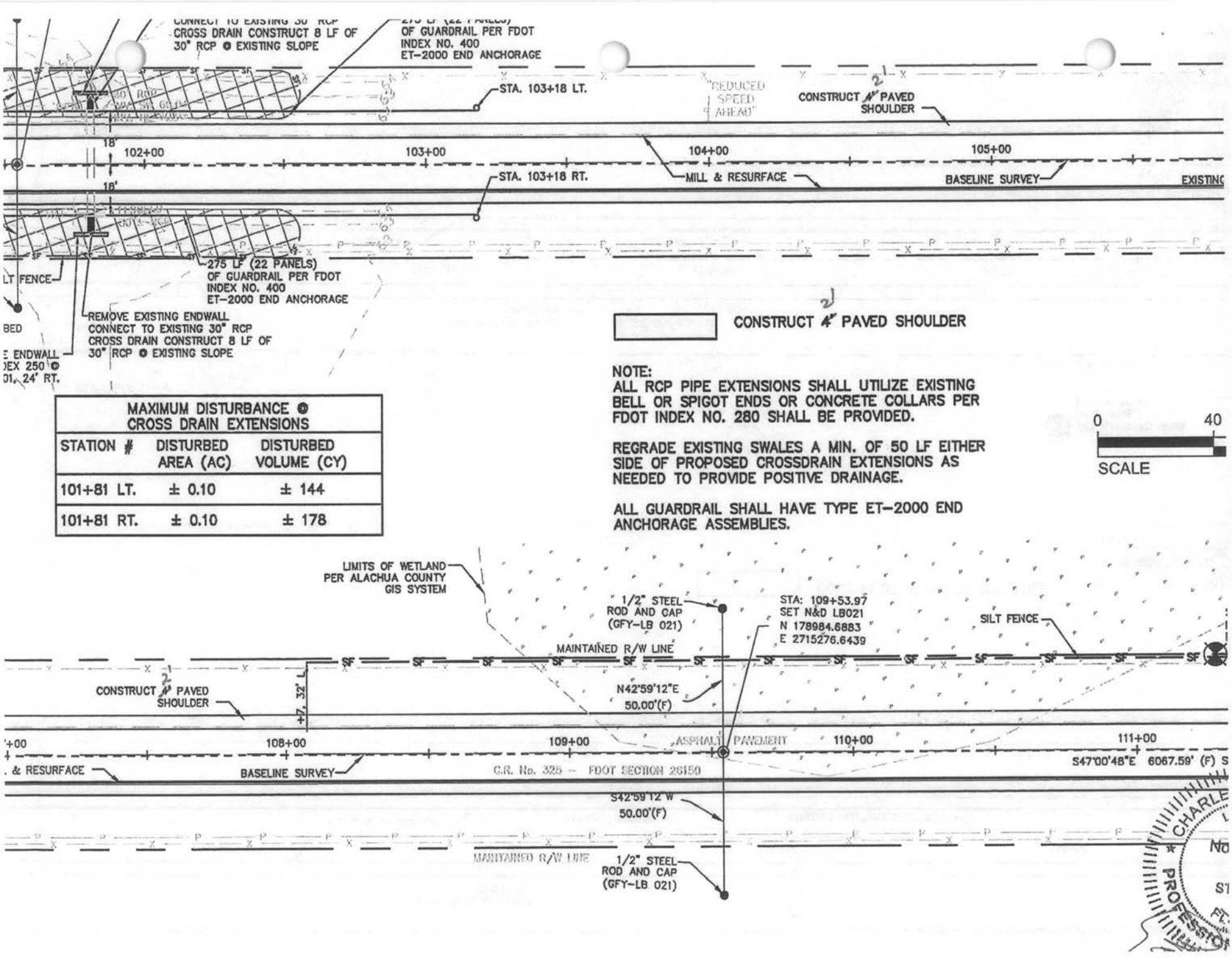
MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
89+62 LT.	± 0.10	± 184
89+62 RT.	± 0.10	± 136

CONSTRUCT 4" PAVED SHOULDER

NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.


SET 60d NAIL
IN 10" PINE
ELEV.= 64.63
(GFY-LB 021)
SET N&D LB021
N 180074.2879
E 2714107.6408
CONSTRUCT 4" PAVED
SHOULDER
N42°59'12"E
50.00'(F)
40 MPH
92+00
93+00
94+00
95+00
6067.59' (F) S 47°36'30" E (R)
MILL & RESURFACE
BASELINE SURVEY
EXISTING CENTERLINE STRIPING
S42°59'12"W
50.00'(F)
55 MPH
1/2" STEEL
ROD AND CAP
(GFY-LB 021)
CONSTRUCT 4" PAVED SHOULDER
0
40
SCALE
MAINTAINED R/W LINE
SET RAILROAD SPIKE
IN 12" PINE
ELEV.= 65.41
CONSTRUCT 4" PAVED
SHOULDER
97+00
98+00
ASPHALT PAVEMENT
99+00
100+00
S47°00'48"E 6067.59' (F) S 47°36'30" E (R)
G.R. No. 326 — FDOT SECTION 26150
MILL & RESURFACE
BASELINE SUR
STA.
MAINTAINED R/W LINE
CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

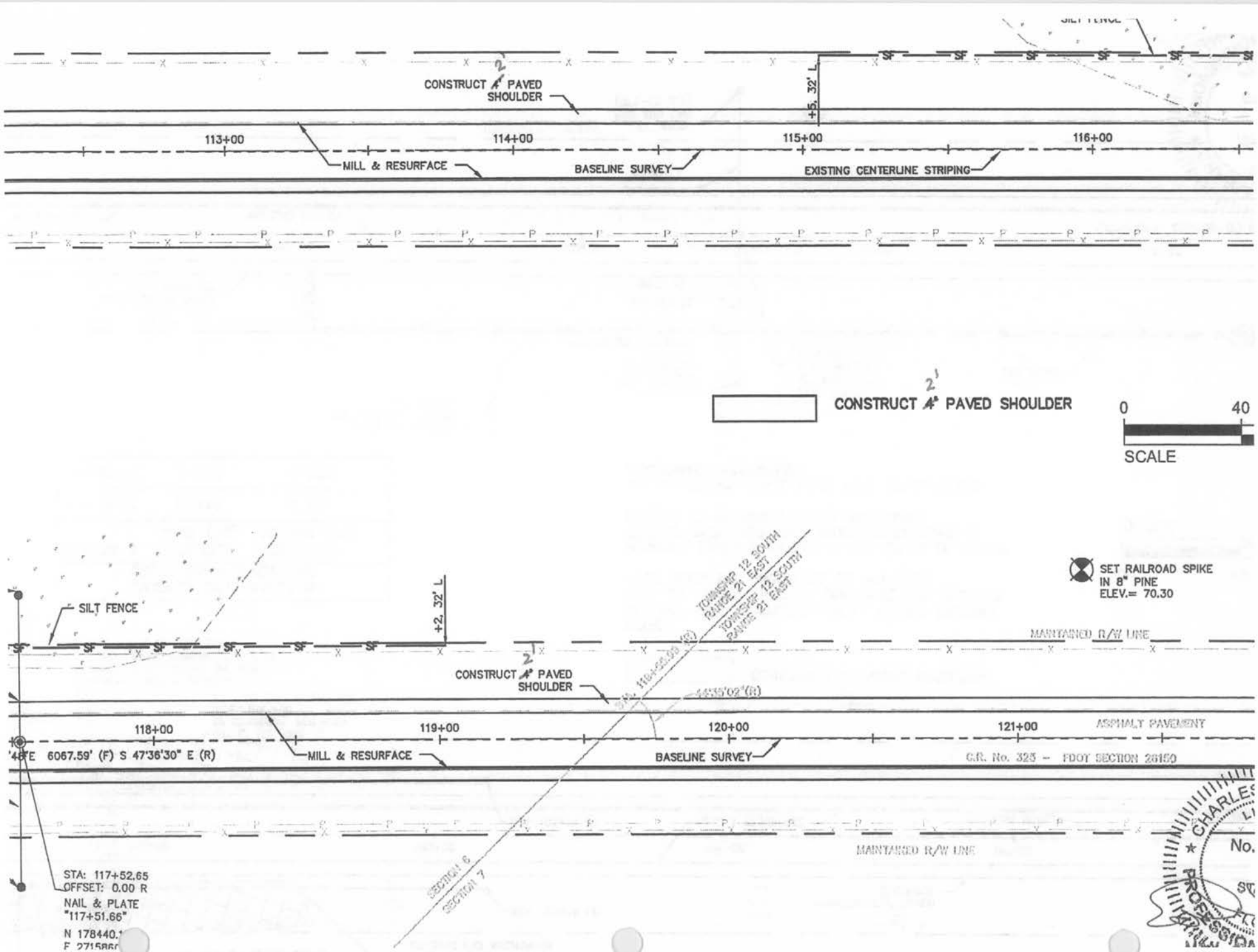


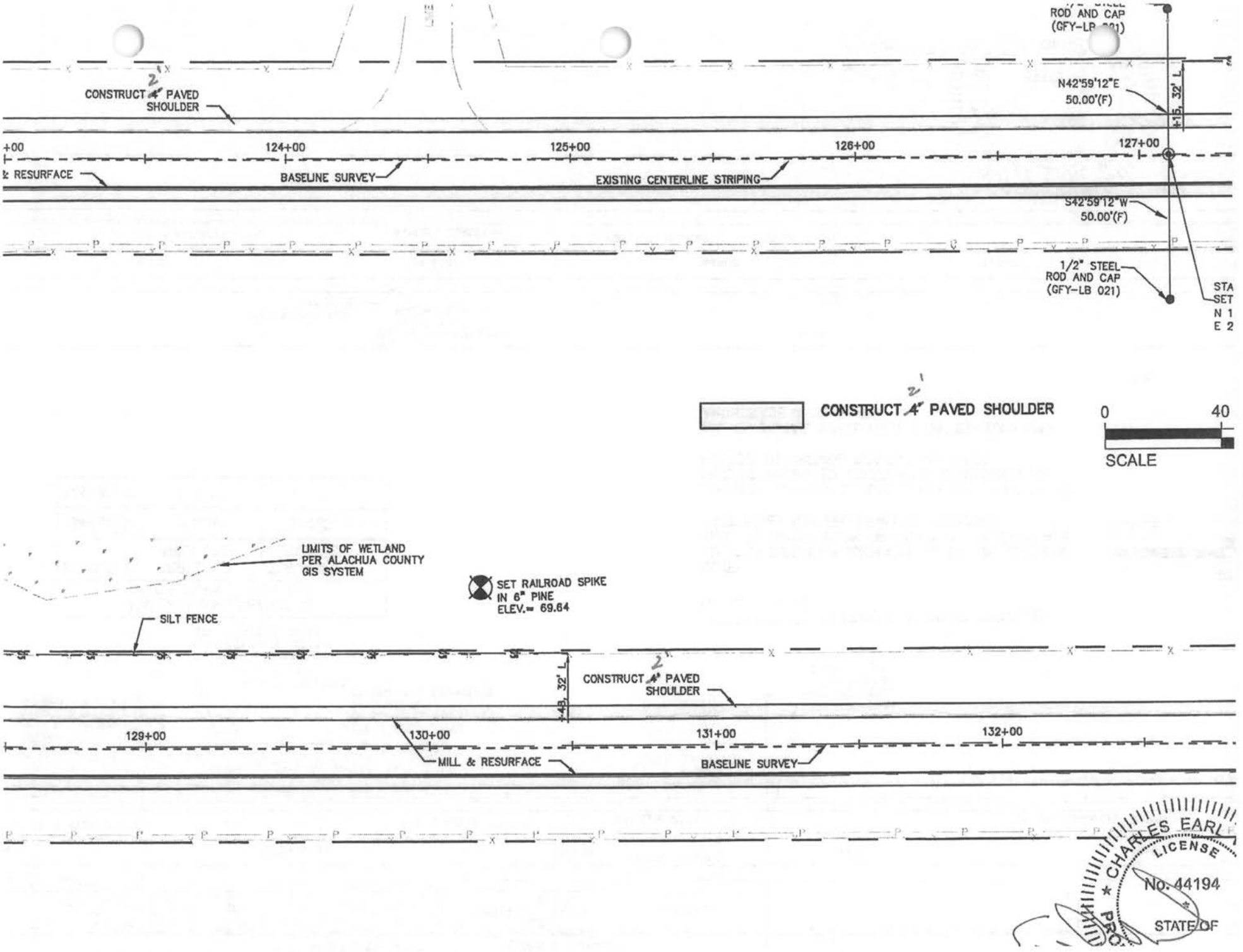
MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
101+81 LT.	± 0.10	± 144
101+81 RT.	± 0.10	± 178

NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

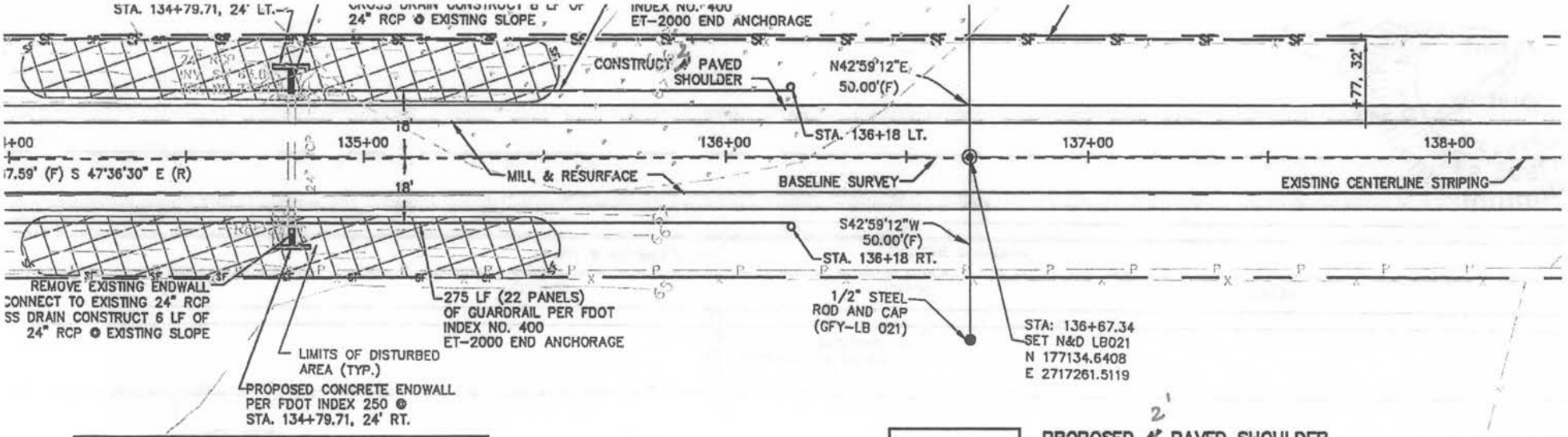
REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

ALL GUARDRAIL SHALL HAVE TYPE ET-2000 END ANCHORAGE ASSEMBLIES.


CONSTRUCT 2' PAVED SHOULDER
+5, 32' L
113+00
114+00
115+00
116+00
MILL & RESURFACE
BASELINE SURVEY
EXISTING CENTERLINE STRIPING
CONSTRUCT 2' PAVED SHOULDER
0
40
SCALE
SILT FENCE
+2, 32' L
SET RAILROAD SPICE
IN 8" PINE
ELEV.= 70.30
TOWNSHIP 12 SOUTH
RANGE 21 EAST
MAINTAINED R/W LINE
CONSTRUCT 2' PAVED
SHOULDER
118+00
119+00
120+00
121+00
ASPHALT PAVEMENT
MILL & RESURFACE
BASELINE SURVEY
G.R. No. 325 - FDOT SECTION 26150
6067.59' (F) S 47°36'30" E (R)
MAINTAINED R/W LINE
SECTION 6
SECTION 7
STA: 117+52.65
OFFSET: 0.00 R
NAIL & PLATE
"117+51.66"



CHARLES EARL
LICENSE
No. 44194
STATE OF



MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
134+80 LT.	± 0.10	± 125
134+80 RT.	± 0.10	± 98

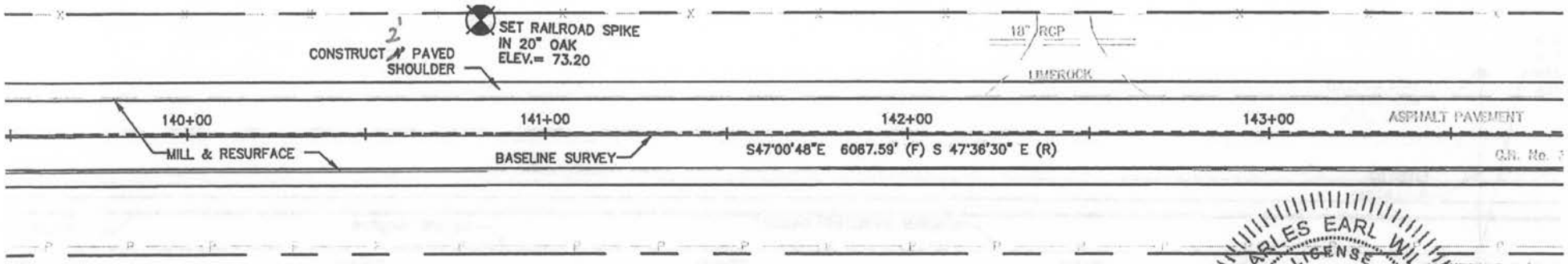
PROPOSED 2' PAVED SHOULDER

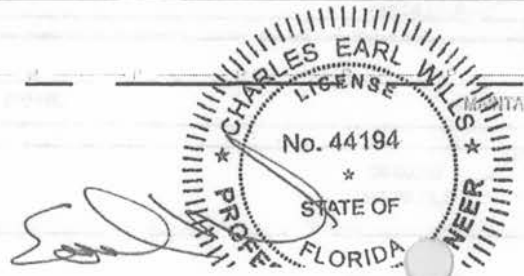
NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

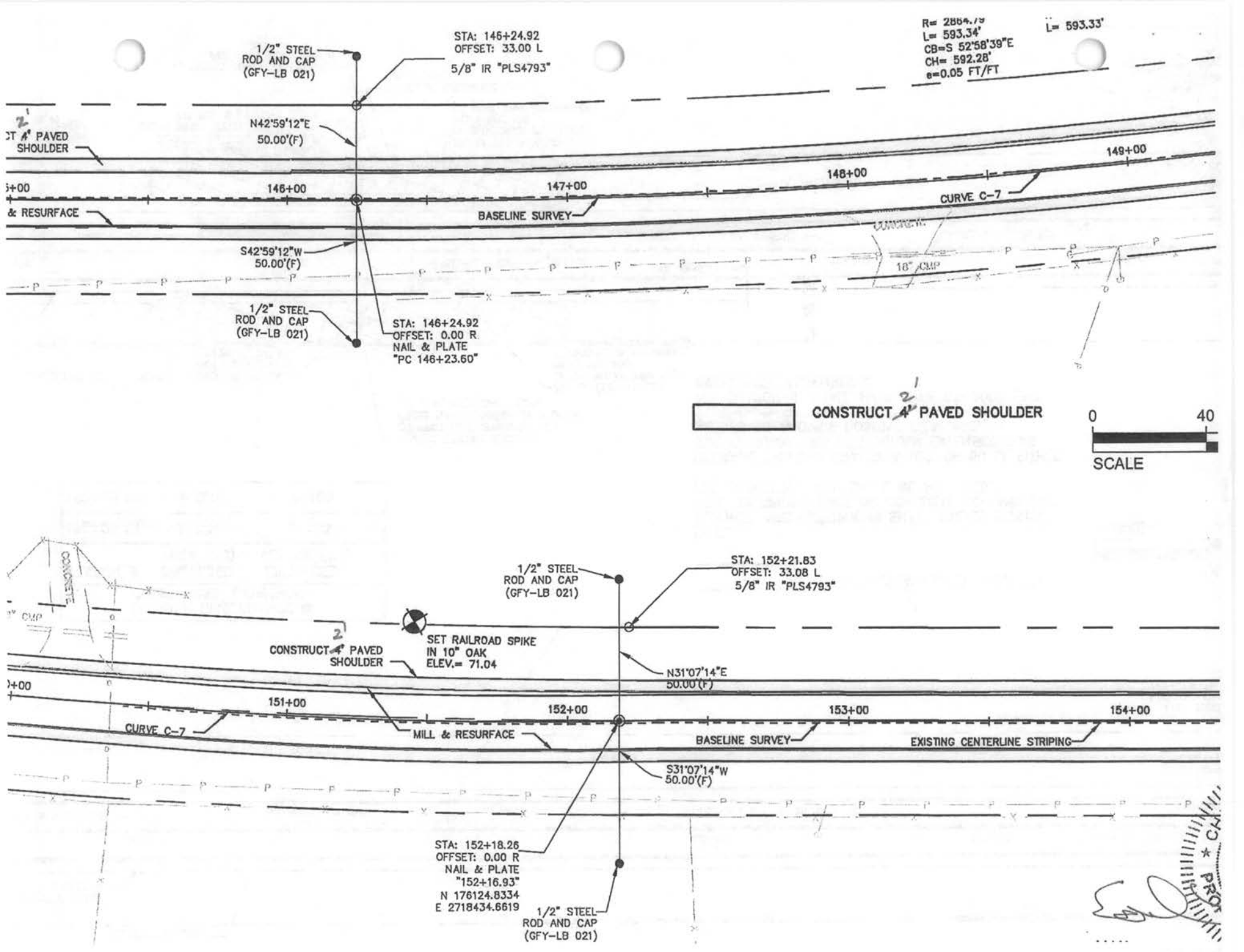
REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

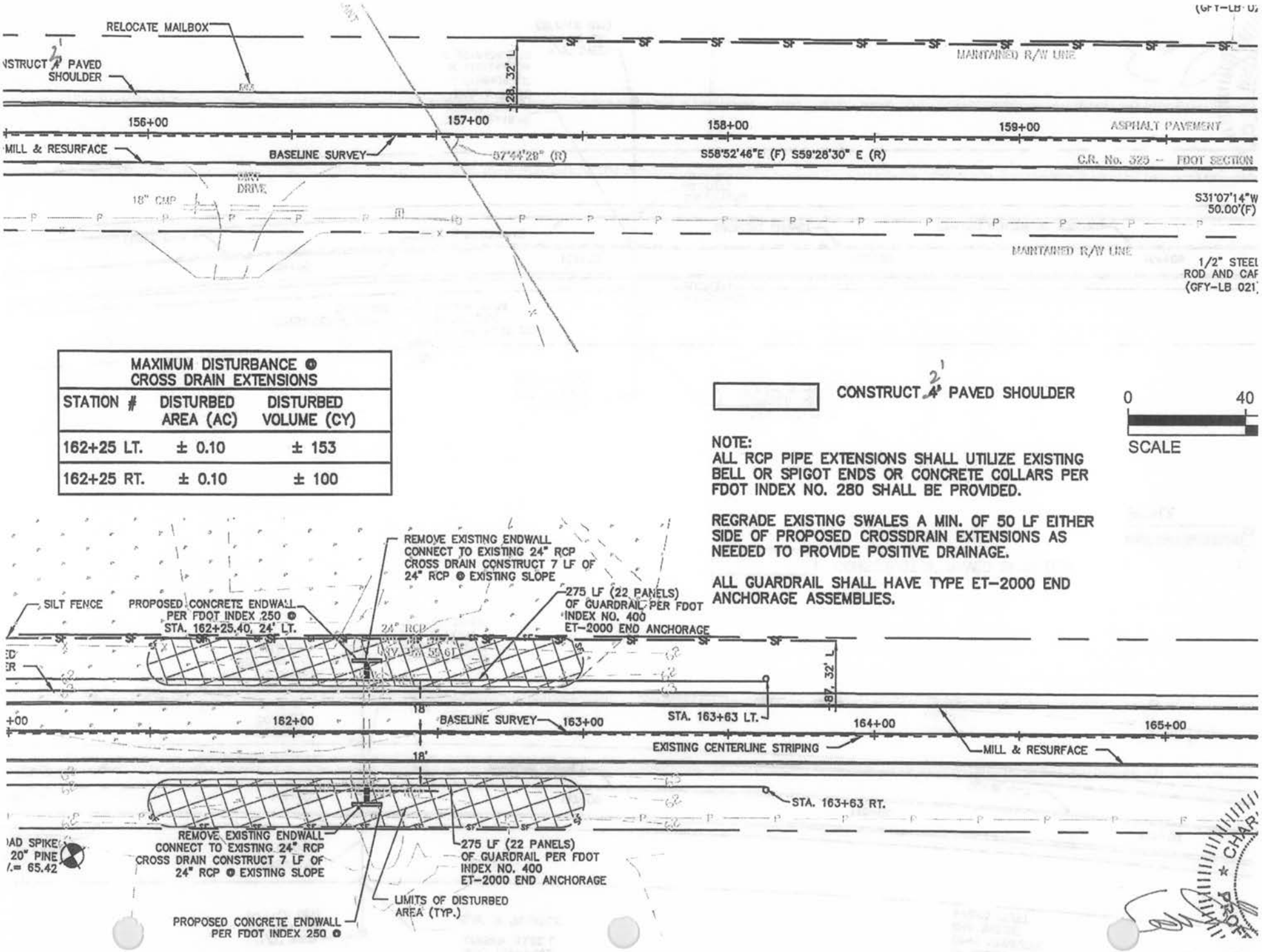
ALL GUARDRAIL SHALL HAVE TYPE ET-2000 END ANCHORAGE ASSEMBLIES.

0 40
SCALE






R= 2884.79'
L= 593.34'
CB=S 52°58'39"E
CH= 592.28'
e=0.05 FT/FT
L= 593.33'
1/2" STEEL ROD AND CAP (GFY-LB 021)
STA: 146+24.92
OFFSET: 33.00 L
5/8" IR "PLS4793"
N42°59'12"E
50.00'(F)
2" PAVED SHOULDER
& RESURFACE
146+00
147+00
148+00
149+00
BASELINE SURVEY
CURVE C-7
S42°59'12"W
50.00'(F)
18" CMP
1/2" STEEL ROD AND CAP (GFY-LB 021)
STA: 146+24.92
OFFSET: 0.00 R
NAIL & PLATE
"PC 146+23.60"
CONSTRUCT 2" PAVED SHOULDER
0
40
SCALE
CONCRETE
CMP
1/2" STEEL ROD AND CAP (GFY-LB 021)
STA: 152+21.83
OFFSET: 33.08 L
5/8" IR "PLS4793"
SET RAILROAD SPIKE IN 10" OAK
ELEV.= 71.04
CONSTRUCT 2" PAVED SHOULDER
N31°07'14"E
50.00'(F)
151+00
152+00
153+00
154+00
CURVE C-7
MILL & RESURFACE
BASELINE SURVEY
EXISTING CENTERLINE STRIPING
S31°07'14"W
50.00'(F)
STA: 152+18.26
OFFSET: 0.00 R
NAIL & PLATE
"152+16.93"
N 176124.8334
E 2718434.6619
1/2" STEEL ROD AND CAP (GFY-LB 021)

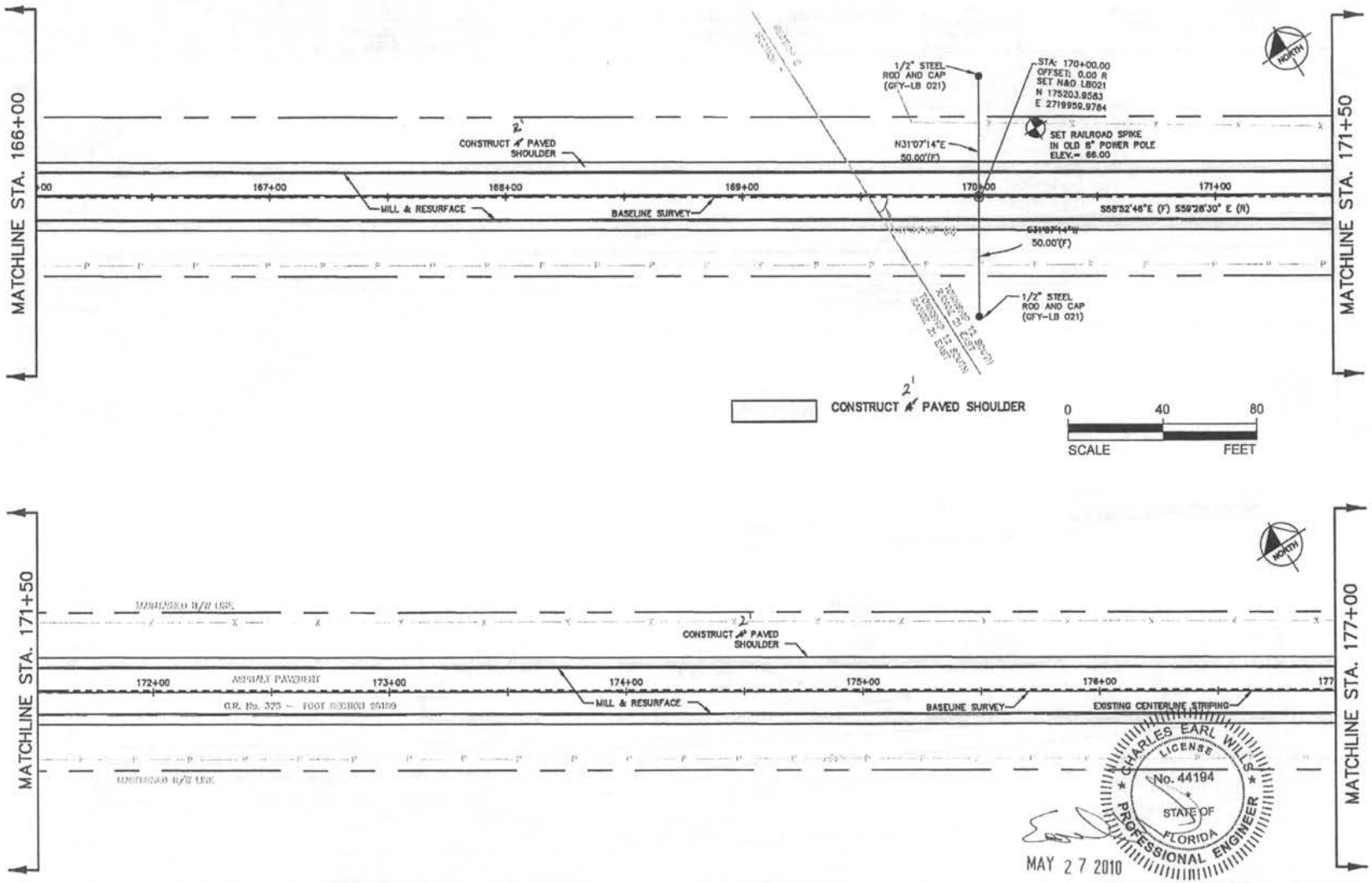


MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
162+25 LT.	± 0.10	± 153
162+25 RT.	± 0.10	± 100

NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

ALL GUARDRAIL SHALL HAVE TYPE ET-2000 END ANCHORAGE ASSEMBLIES.



CHARLES EARL WILLS LICENSE No. 44194 STATE OF FLORIDA PROFESSIONAL ENGINEER

MAY 27 2010

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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1231 SE 25TH LOOP, SUITE 105, OCALA, FL 34471
PHONE: 352-671-9101 FAX: 352-671-9129
www.kimley-horn.com CA 00000696

DATE: MAY, 2010
PROJECT NO.: 042551004

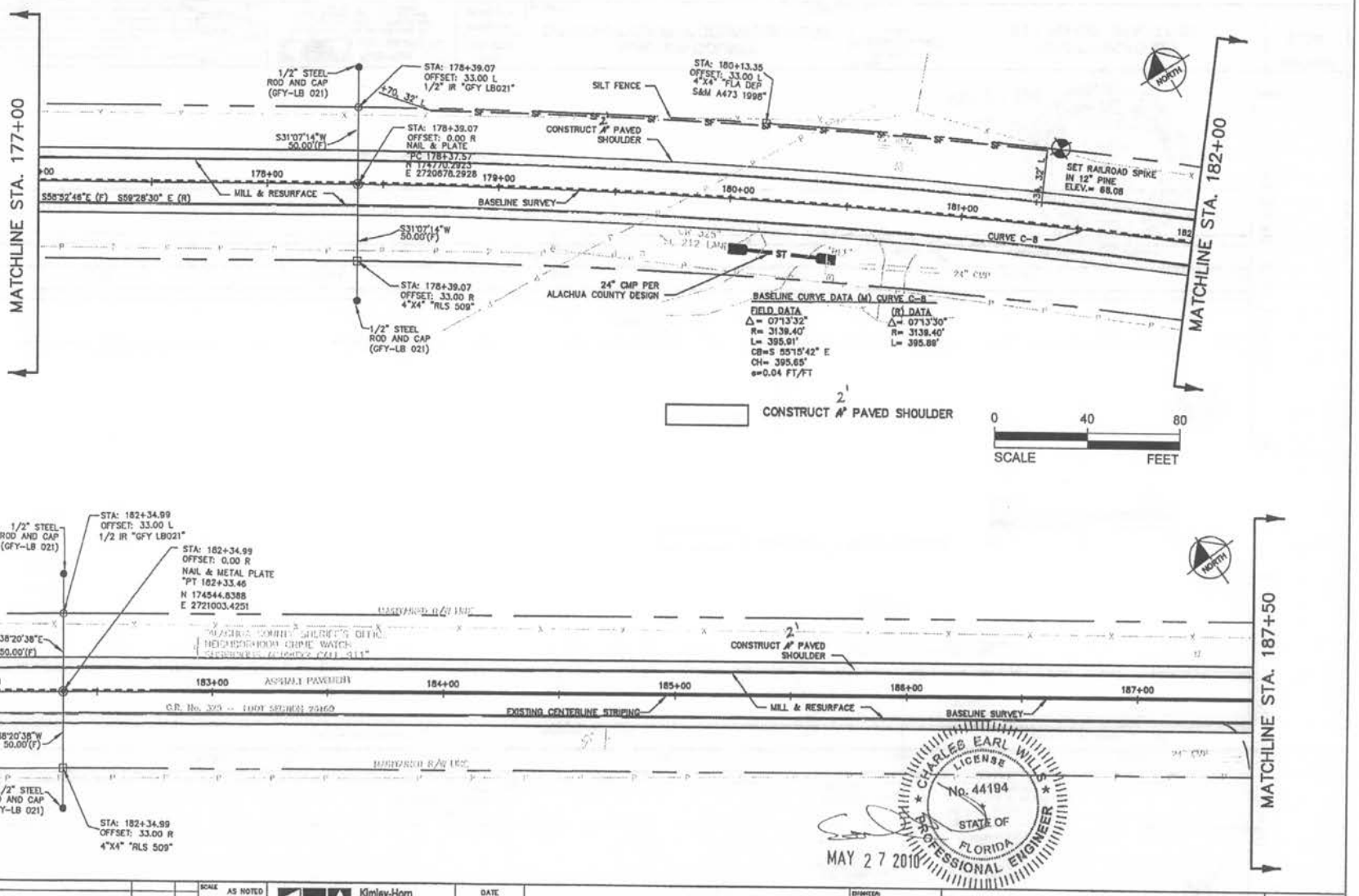
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COUNTY ROAD 325
STA 166+00 - STA 177+00

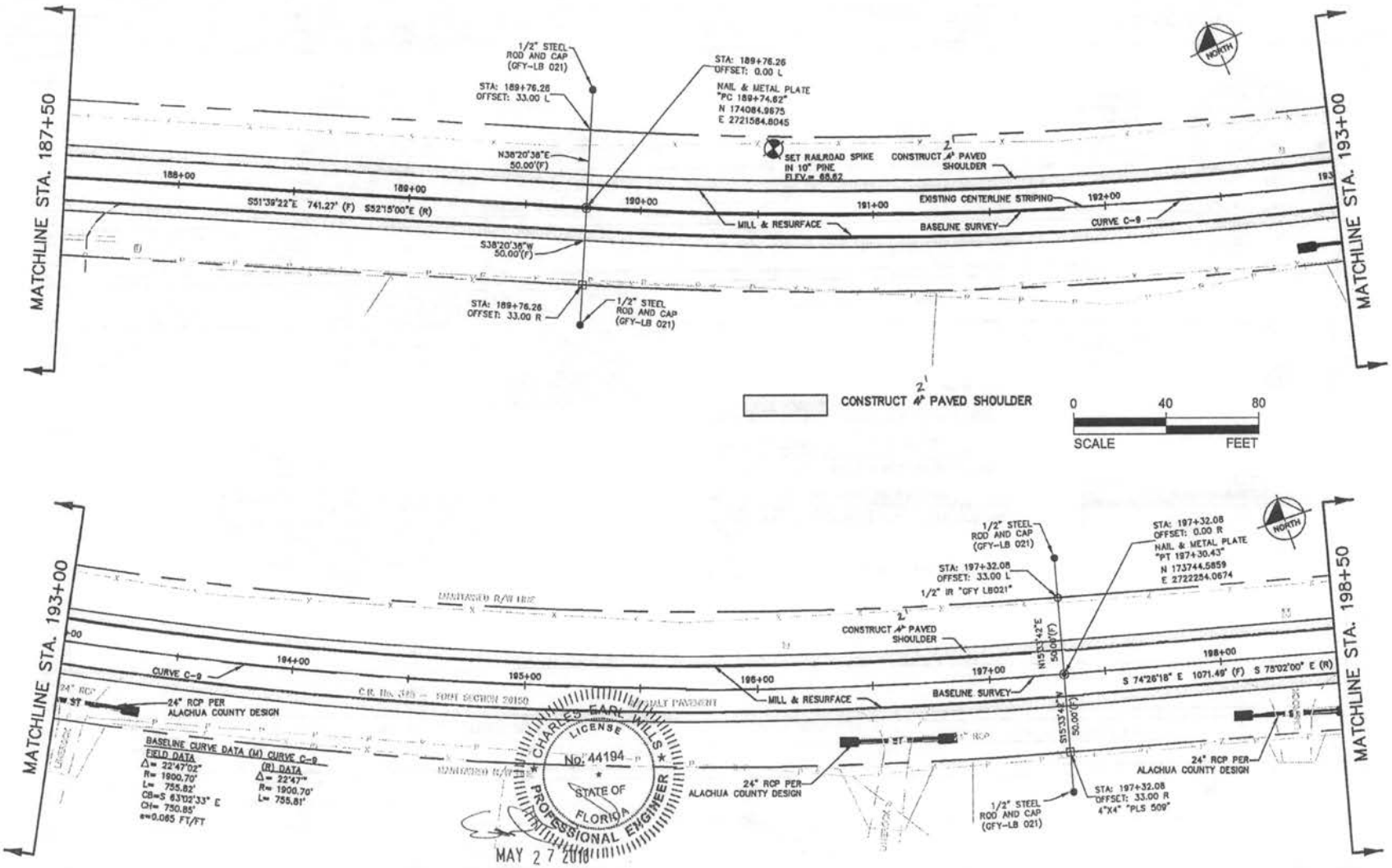
SHEET NUMBER: C-34

Drawing name: K:\OCA_TPTO\042551\01004 - CR325 Resurfacing US301 to CR 346\CADD\Const\34-Plan-b.dwg C-34 May 26, 2010 3:50pm by darryl.courtney
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Drawing name: K:\OCA_JP\70\042551\5004 - CR325 Resurfacing US301 to CR 346\2400\Const\24-Plan-A.dwg C-35 May 26, 2010 3:50pm by darryl.courtney
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No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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PHONE: 352-671-8451 FAX: 352-671-8428
www.kimley-horn.com CA 00000696

DATE: MAY, 2010
PROJECT NO.: 042551004

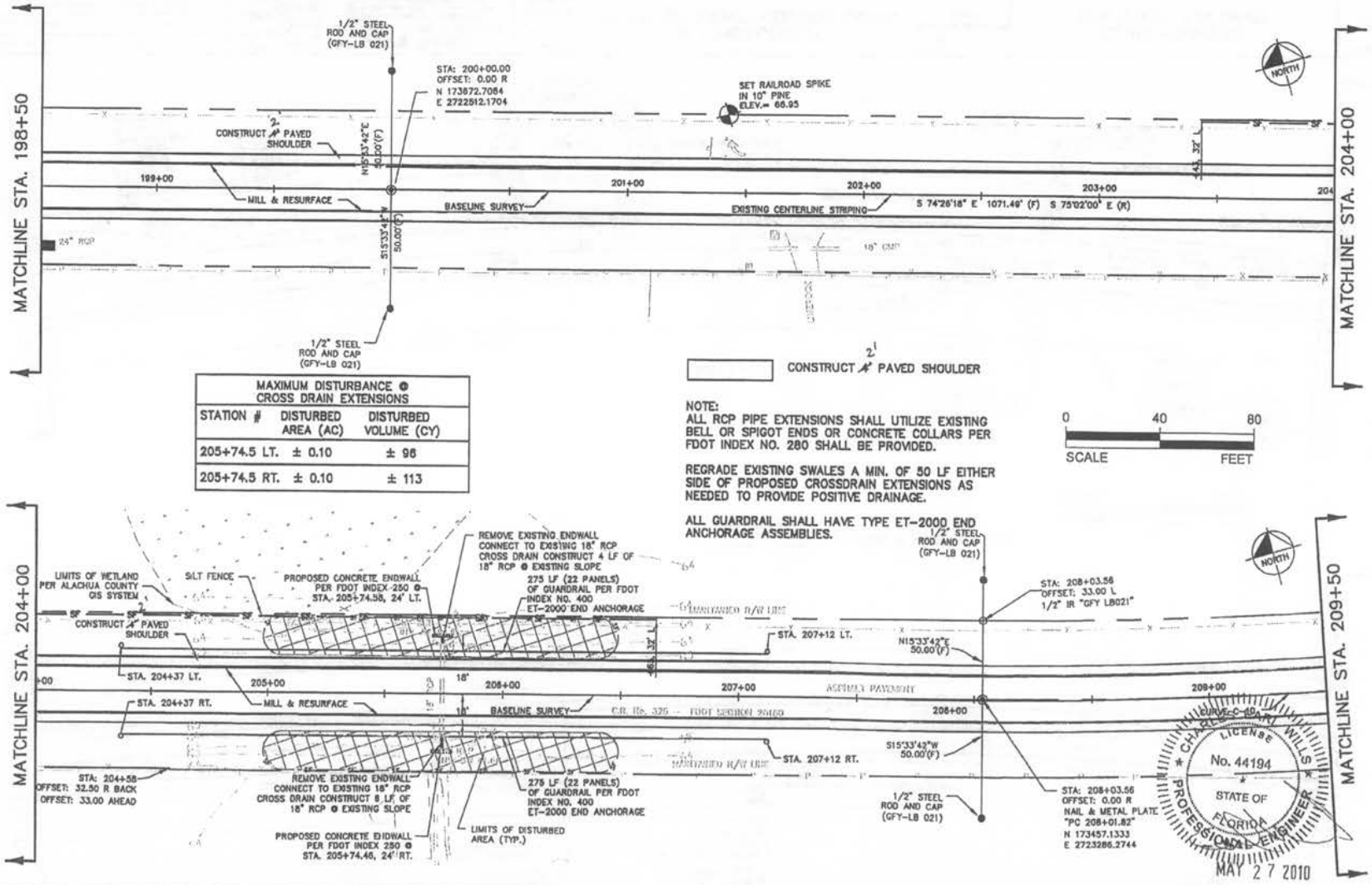
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COUNTY ROAD 325
STA 187+50 - STA 198+50

SHEET NUMBER: C-36

Drawing name: K:\OCA_RPTO\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Civil\24-Plan-b.dwg C-36 May 26, 2010 3:59pm by: darryl.courtney



MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
205+74.5 LT.	± 0.10	± 96
205+74.5 RT.	± 0.10	± 113

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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DATE: MAY, 2010
PROJECT NO. 042551004

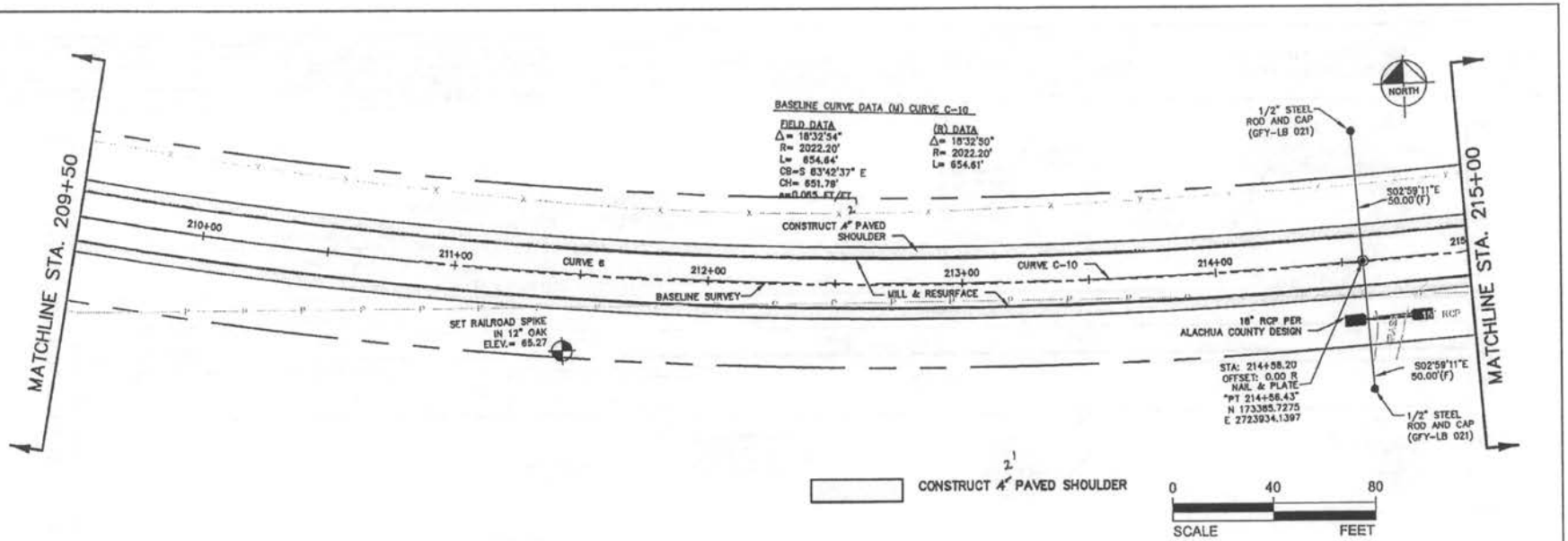
ALACHUA COUNTY
BOARD OF COMMISSIONERS
ALACHUA FLORIDA

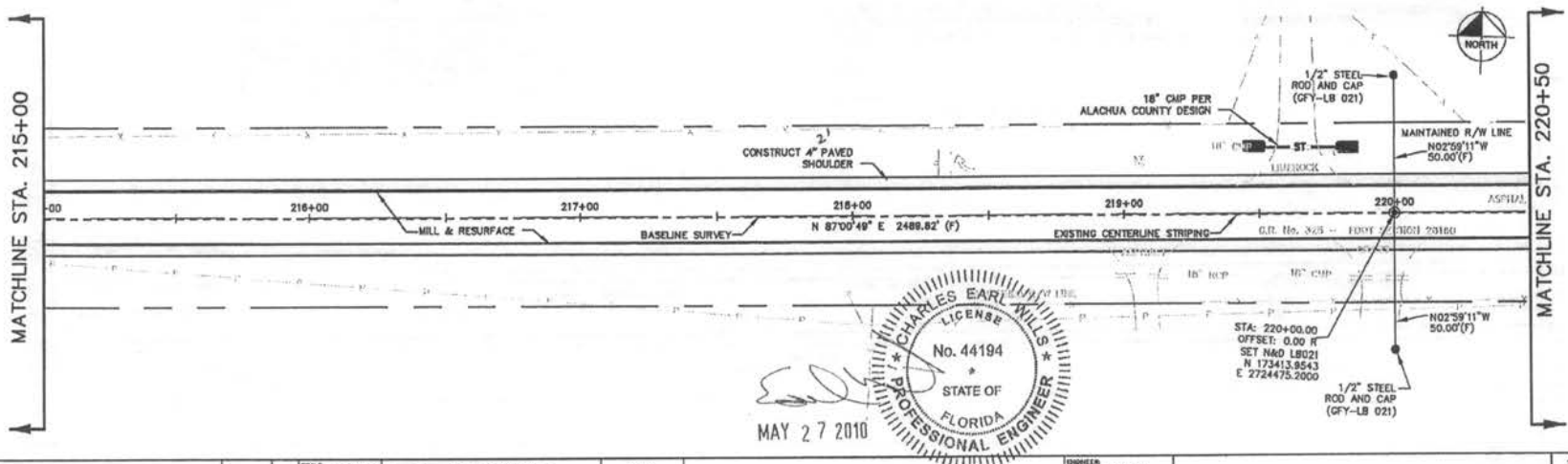
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COUNTY ROAD 325
STA 198+50 - STA 209+50

SHEET NUMBER: C-37

Drawing name: E:\OCA_TP\01\042551\004 - CR325 Resurfacing US301 to CR 341\C400\Const\34-Plan-b.dwg C-37 May 26, 2010 3:51pm by darryl.courtney





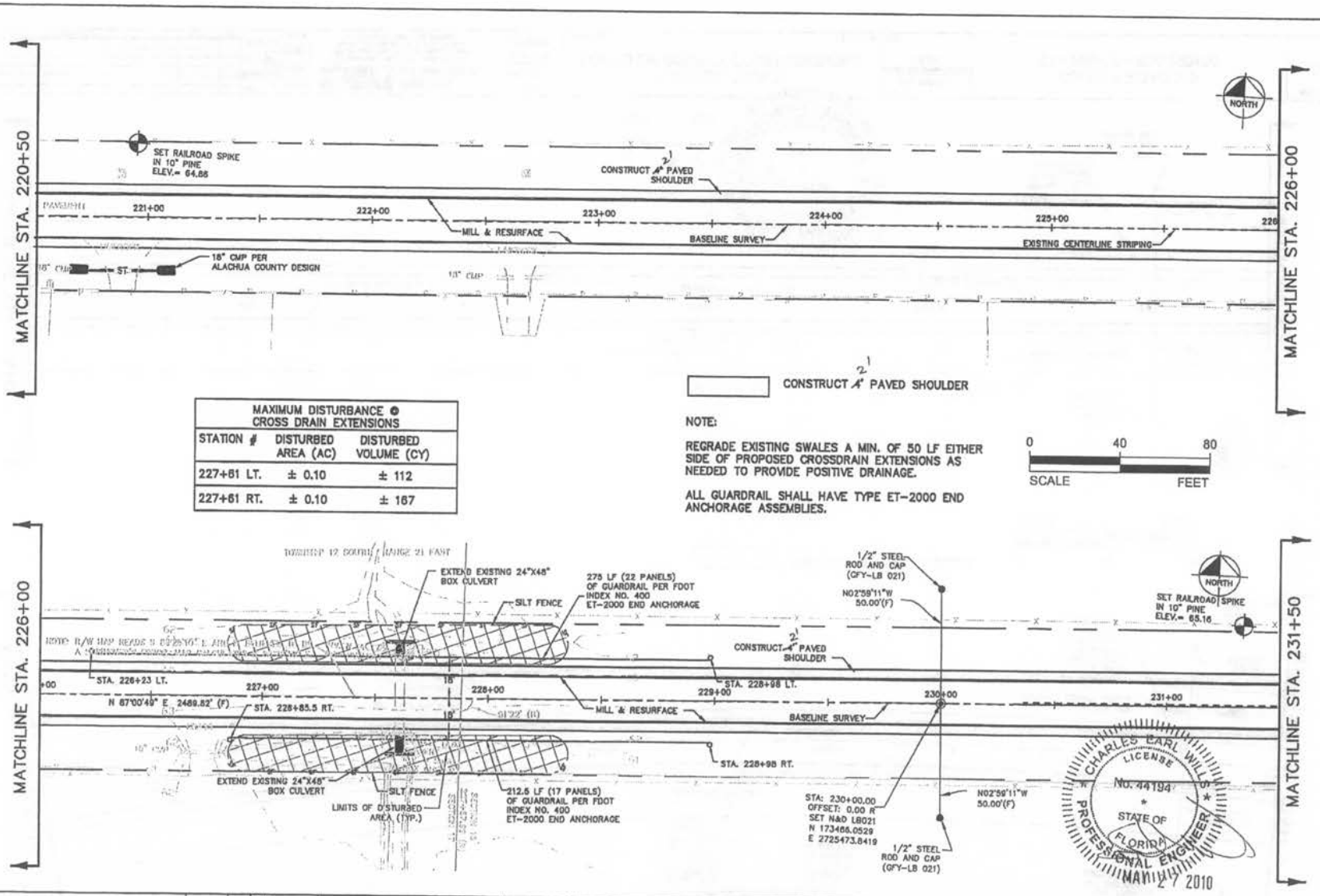
CHARLES EARL WILLS LICENSE No. 44194 STATE OF FLORIDA PROFESSIONAL ENGINEER

MAY 27 2010

SCALE AS NOTED DESIGNED BY D.COURTNEY DRAWN BY D.COURTNEY CHECKED BY E.WILLS	Kimley-Horn and Associates, Inc. © 2010 KIMLEY-HORN AND ASSOCIATES, INC. 1331 NE 25th LOOP, SUITE 101, OCALA, FL 34471 PHONE: 352-671-8451 FAX: 352-671-8458 www.kimley-horn.com CA 00000656	DATE MAY, 2010 PROJECT NO. 042551004	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS ALACHUA FLORIDA	ENGINEER EARL WILLS, P.E. FLORIDA REGISTRATION NUMBER 44194 DATE:	COUNTY ROAD 325 STA 209+50 - STA 220+50	SHEET NUMBER C-38

No.	REVISIONS	DATE	BY

Drawing name: K:\OCA_DT\D\042551\04 -- CR325 Resurfacing US301 to CR 241\CADD\Const\04-Plan-h.dwg C-38 May 26, 2010 3:51pm by darryl.courtney
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MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS

STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
227+61 LT.	± 0.10	± 112
227+61 RT.	± 0.10	± 167

No.	REVISIONS	DATE	BY

SCALE AS NOTED
DESIGNED BY D.COURTNEY
DRAWN BY D.COURTNEY
CHECKED BY E.WILLS

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PHONE: 352-671-8451 FAX: 352-671-8428
www.kimley-horn.com CA 00000696

DATE MAY, 2010
PROJECT NO. 042551004

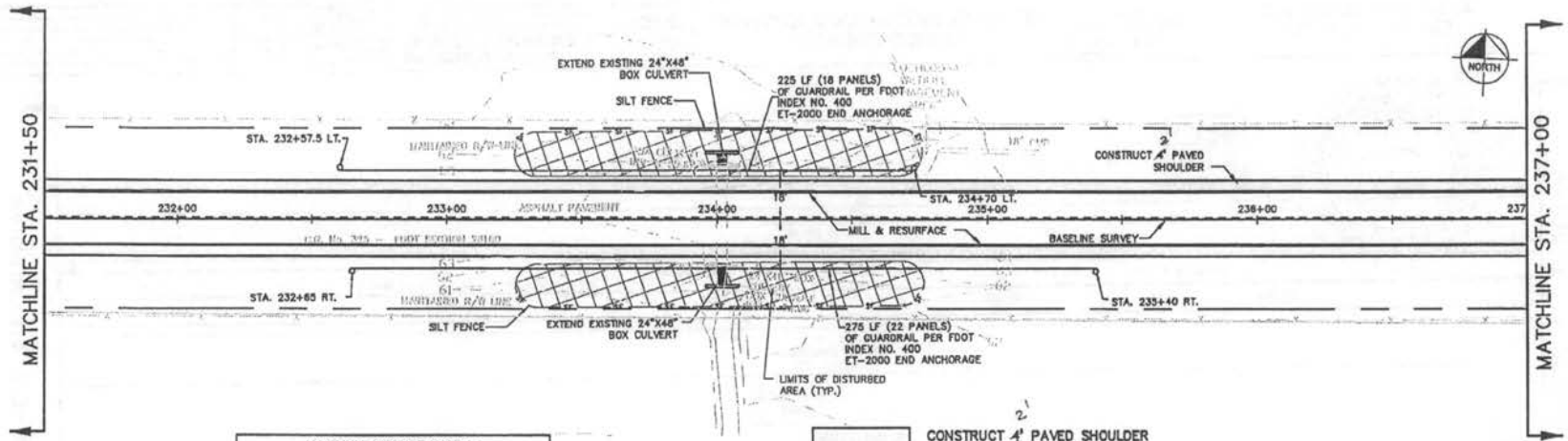
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COUNTY ROAD 325
STA 220+50 - STA 231+50

SHEET NUMBER C-39

Drawing name: N:\OCAL_TP\DWG\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Const\24-Plan-S.dwg C-39 May 26, 2010 3:51pm by darryl.courtney
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MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
234+02 LT.	± 0.10	± 110
234+02 RT.	± 0.10	± 172

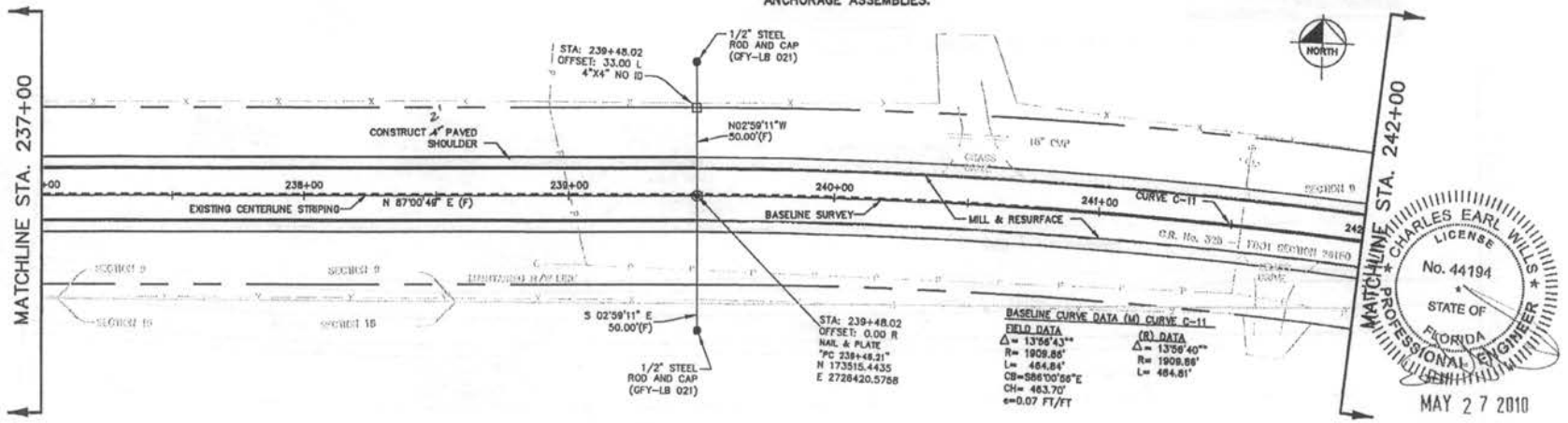
CONSTRUCT 4' PAVED SHOULDER

NOTE:

REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

ALL GUARDRAIL SHALL HAVE TYPE ET-2000 END ANCHORAGE ASSEMBLIES.

0 40 80
SCALE FEET



BASELINE CURVE DATA (W) CURVE C-11

FIELD DATA	(R) DATA
Δ= 13°56'43"*	Δ= 13°56'40"*
R= 1909.86'	R= 1909.86'
L= 464.84'	L= 464.81'
CB=S86°00'56"E	
CH= 463.70'	
e=0.07 FT/FT	

CHARLES EARL WILLS * LICENSE No. 44194 * STATE OF FLORIDA * PROFESSIONAL ENGINEER *

MAY 27 2010

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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1231 SE 25TH LOOP, SUITE 100, OCALA, FL 34471
PHONE: 352-671-8431 FAX: 352-671-8438
www.kimley-horn.com CA 00000688

DATE: MAY, 2010
PROJECT NO. 042551004

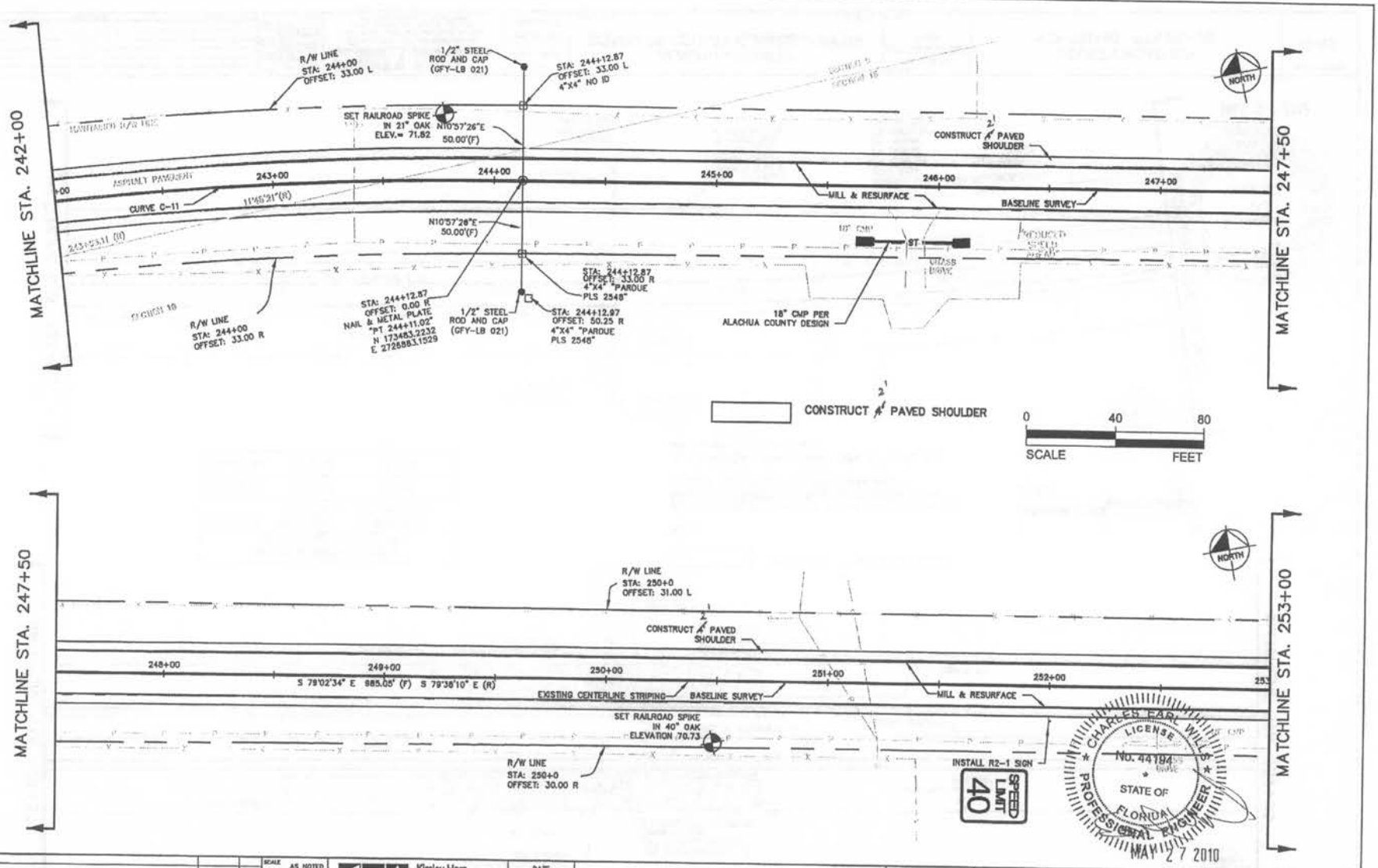
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COUNTY ROAD 325
STA 231+50 - STA 242+00

SHEET NUMBER: C-40

Drawing name: K:\OCA_TPTO\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Const\25-Plan-fb.dwg C-40 May 26, 2010 3:50pm by darryl.courtney
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No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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PHONE: 352-671-8451 FAX: 352-671-8428
www.kimley-horn.com CA 00000696

DATE: MAY, 2010
PROJECT NO. 042551004

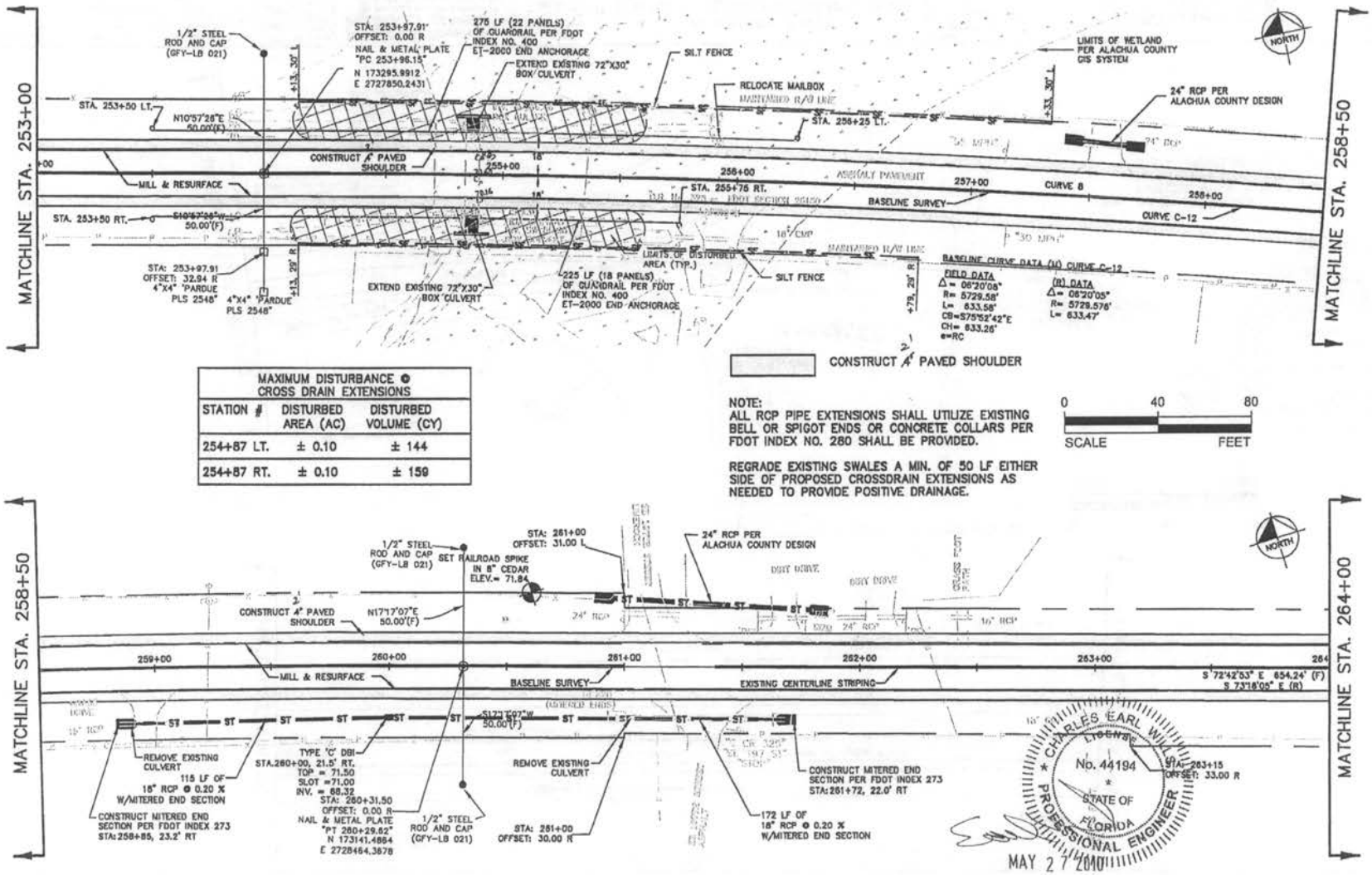
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COUNTY ROAD 325
STA 242+00 - STA 253+00

SHEET NUMBER: C-41

Drawing name: K:\OCA_TP\0\042551\0104 - CR325 Resurfacing US301 to CR 346\CADD\Const\14-Plan-B.dwg C-41 May 26, 2010 3:51pm by: darryl.courtney
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MAXIMUM DISTURBANCE @ CROSS DRAIN EXTENSIONS		
STATION #	DISTURBED AREA (AC)	DISTURBED VOLUME (CY)
254+87 LT.	± 0.10	± 144
254+87 RT.	± 0.10	± 159

NOTE:
ALL RCP PIPE EXTENSIONS SHALL UTILIZE EXISTING BELL OR SPIGOT ENDS OR CONCRETE COLLARS PER FDOT INDEX NO. 280 SHALL BE PROVIDED.

REGRADE EXISTING SWALES A MIN. OF 50 LF EITHER SIDE OF PROPOSED CROSSDRAIN EXTENSIONS AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

No.	REVISIONS	DATE	BY

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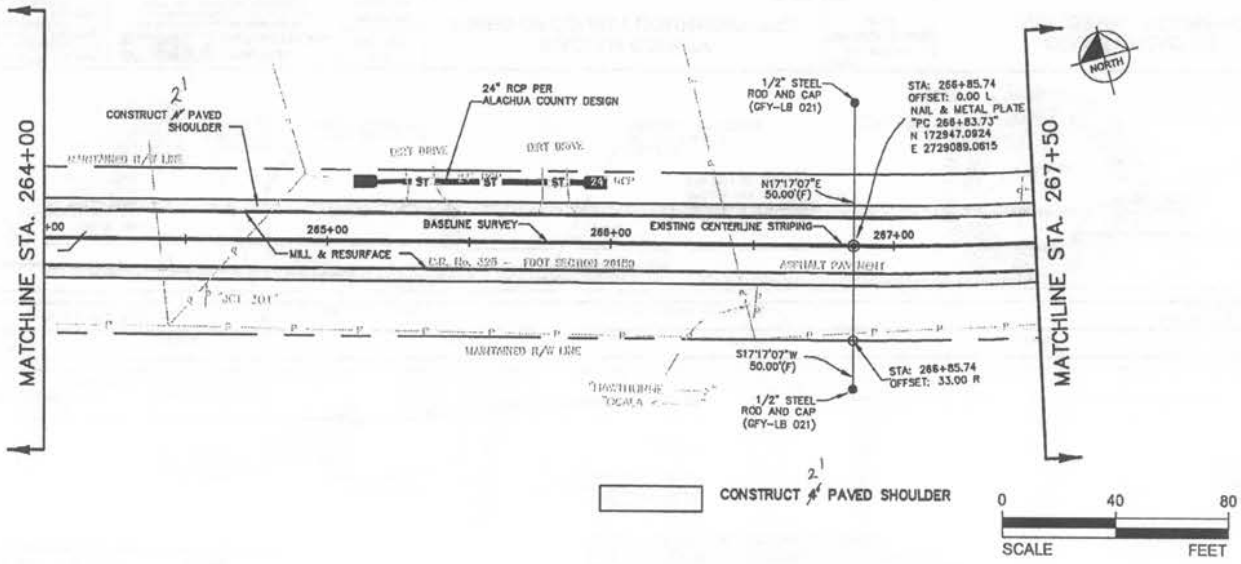
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ALACHUA FLORIDA

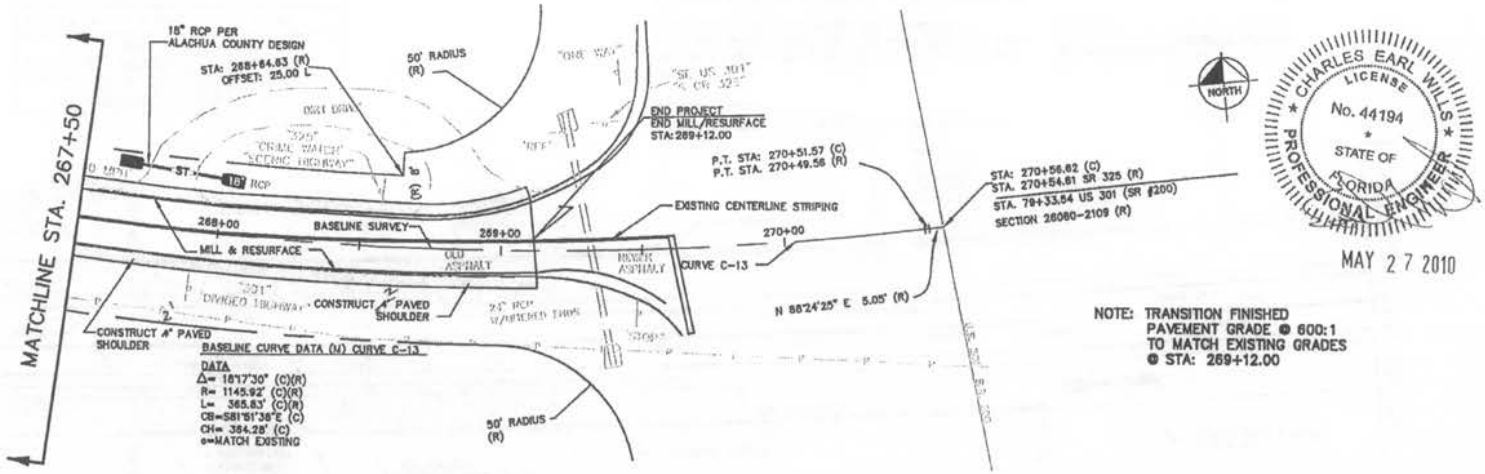
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COUNTY ROAD 325
STA 253+00 - STA 264+00

SHEET NUMBER: C-42

Drawing name: N:\OCAL_TP\0\042551\0104 - CR325 Resurfacing US301 to CR 346\ADD\Const\23-Plan-B.dwg C-42 May 26, 2010 3:51pm by darryl.courtney





NOTE: TRANSITION FINISHED PAVEMENT GRADE @ 600:1 TO MATCH EXISTING GRADES @ STA: 269+12.00

CHARLES EARL WILLS LICENSE No. 44194 STATE OF FLORIDA PROFESSIONAL ENGINEER

MAY 27 2010

No.	REVISIONS	DATE	BY

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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COUNTY ROAD 325
STA 264+00 - STA 269+00

SHEET NUMBER: C-43

Drawing name: K:\OCA_TP\TO\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Const\34-Plan-R.dwg C-43 May 26, 2010 3:51pm by darryl.eastley
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SIDEDRAINS SHALL BE REMOVED AND REPLACED AT THE FOLLOWING LOCATIONS W/ MITERED END SECTIONS

STA	SIDE	OFFSET	INV	LENGTH (LF)	SIZE (IN)	TYPE	NOTE
333+42.11	RT	37.1	76.9	20	18	CMP	
333+78.11		34.4	76.5				
335+43.69	LT	29.3	74.5	20	18	CMP	
335+79.69		29.1	74.3				
353+06.84	LT	25.1	68.5	20	18	CMP	
353+42.84		25.4	68.6				
354+14.8	LT	27.3	68.4	24	18	CMP	
354+54.8		28.1	68.2				
32+96.25	RT	32.5	61.1	40	18	RCP	EXISTING PIPE NOT SHOWN IN
335+4.25		30.5	61.5				PLAN VIEW
37+81.69	RT	25.1					REMOVE ONLY
38+06.19		25.1					
84+11.14	RT	27.6	65.4	80	18	CMP	
85+08.35		25.3	65.0				
86+67.35	RT	26.3	64.3	20	18	CMP	
87+03.35		25.2	64.8				
179+98.68	RT	25.4	65.0	30	24	CMP	EXISTING PIPE NOT SHOWN IN
180+48.68		25.0	65.3				PLAN VIEW
192+78.85	RT	27.4	65.9	40	24	RCP	
193+39.85		27.4	65.7				

SIDEDRAINS SHALL BE REMOVED AND REPLACED AT THE FOLLOWING LOCATIONS W/ MITERED END SECTIONS

STA	SIDE	OFFSET	INV	LENGTH (LF)	SIZE (IN)	TYPE	NOTE
196+32.95	RT	28.35384	64.9	34	24	RCP	
196+87.95		27.5743	65.2				
198+02.04	RT	26.52773	64.5	36	24	RCP	
198+59.04		25.96039	64.5				
214+48.31	RT	27.27	63.4	20	18	RCP	
214+86.31		27.78	62.9				
219+44.54	LT	24.19	62.8	26	18	CMP	
219+86.54		24.7	62.8				
220+65.75	RT	25.89	61.7	30	18	CMP	
221+11.75		25.86	61.6				
245+63.14	RT	25.01	68.5	35	18	CMP	
246+14.14		25.3	72.6				
257+36.57	LT	27.33	68.1	20	24	RCP	
257+77.57		26.7	68.5				
260+88.45	LT	29.28	68.9	80	24	RCP	
261+85.76		23.95	69.1				
265+07.48	LT	23.77	69.8	68	24	RCP	
265+95.89		23.74	69.9				
267+62.15	LT	24.1	70.0	28	18	RCP	
268+08.15		23.83	70.1				

NOTE:
– LENGTH OF PIPE IN TABLE DOES NOT INCLUDE MES LENGTHS.

– STATIONS, OFFSETS AND INVERT ELEVATIONS ARE TO THE INVERT OF THE PIPES, NOT THE MES.

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MAY 27 2010

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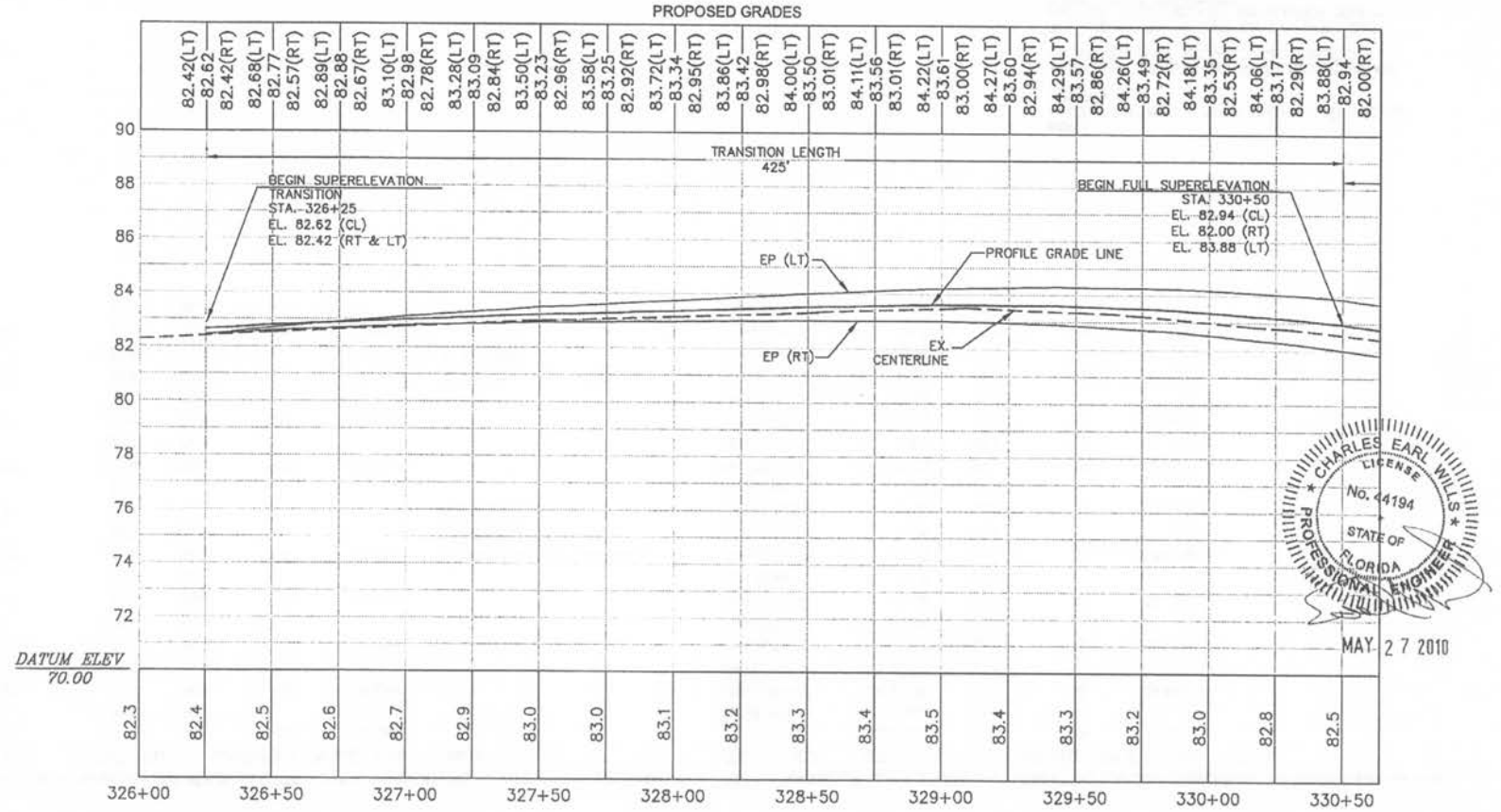
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FLORIDA

ENGINEER
FLORIDA REGISTRATION NUMBER
9/1/2010
DATE

SIDE DRAIN SUMMARY DATA

SHEET NUMBER
C-44

Drawing name: K:\OCA_TP\TO\0435\5\004 – CR325 Resurfacing (USSR to CR 346)\CAD\Count\44-SideDrains.dwg C-44 May 26, 2010 3:43pm by darryl.cawthey
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CHARLES EARL WILLS LICENSE No. 44194 STATE OF FLORIDA PROFESSIONAL ENGINEER

MAY 27 2010

SCALE:
HORIZONTAL 1" = 40'
VERTICAL 1" = 4'

EP = EDGE OF TRAVEL LANE

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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DATE: MAY, 2010
PROJECT NO. 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

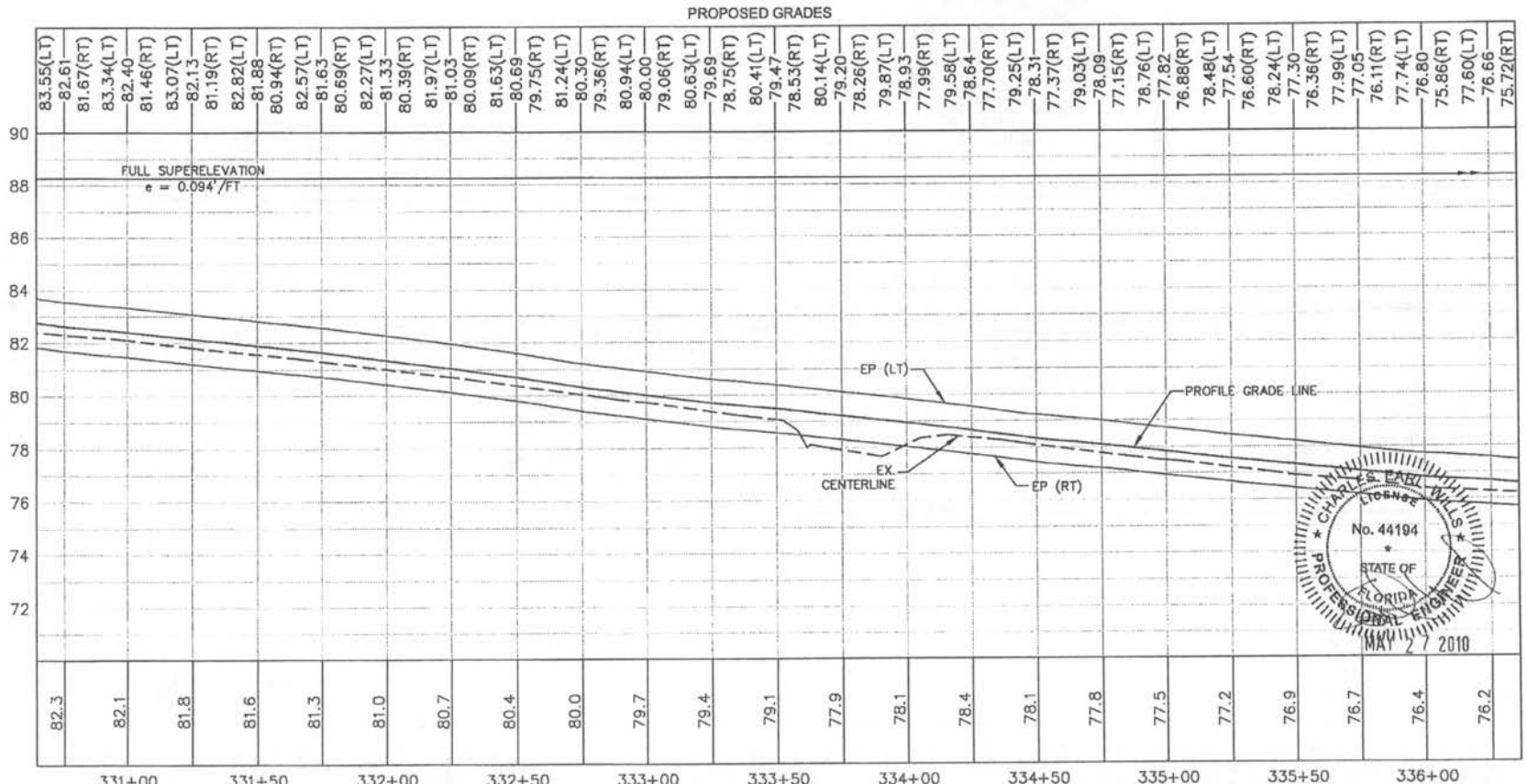
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 2
SUPERELEVATION PROFILES

SHEET NUMBER: C-45

Drawing name: K:\OCA_TPTO\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Consts\05-Plan-Profiles.dwg C-45 May 26, 2010 3:53pm by: darryl.courtney

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SCALE:
HORIZONTAL 1" = 40'
VERTICAL 1" = 4'

EP = EDGE OF TRAVEL LANE

No.	REVISIONS	DATE	BY

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DATE: MAY, 2010
PROJECT NO.: 042551004

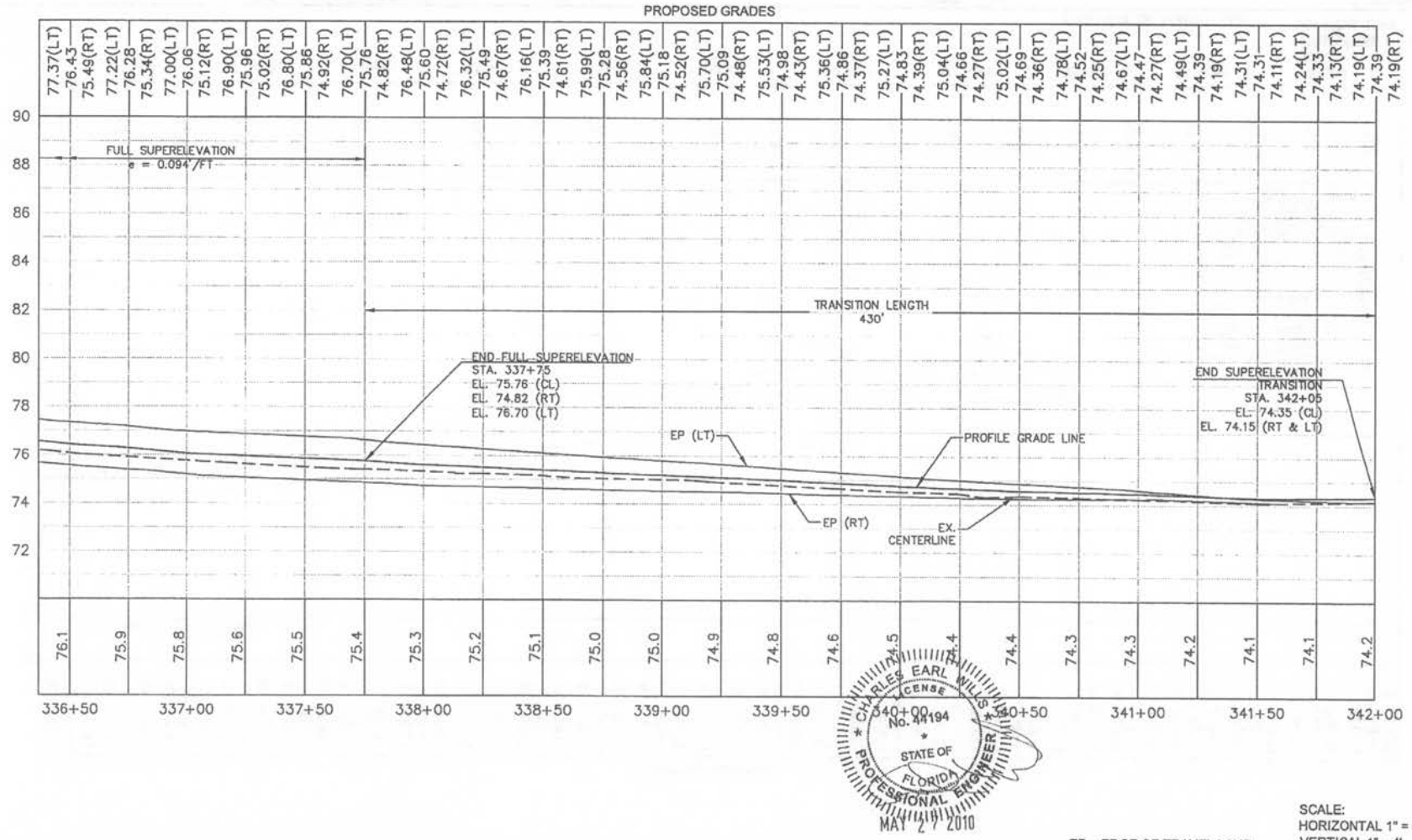
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 2
SUPERELEVATION PROFILES

SHEET NUMBER: C-46

Drawing name: K:\OCA_TPTO\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Court\45-Plan-Profiles.dwg C-46 May 26, 2010 3:53pm by: darryl.courtney
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SCALE:
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VERTICAL 1" = 4'

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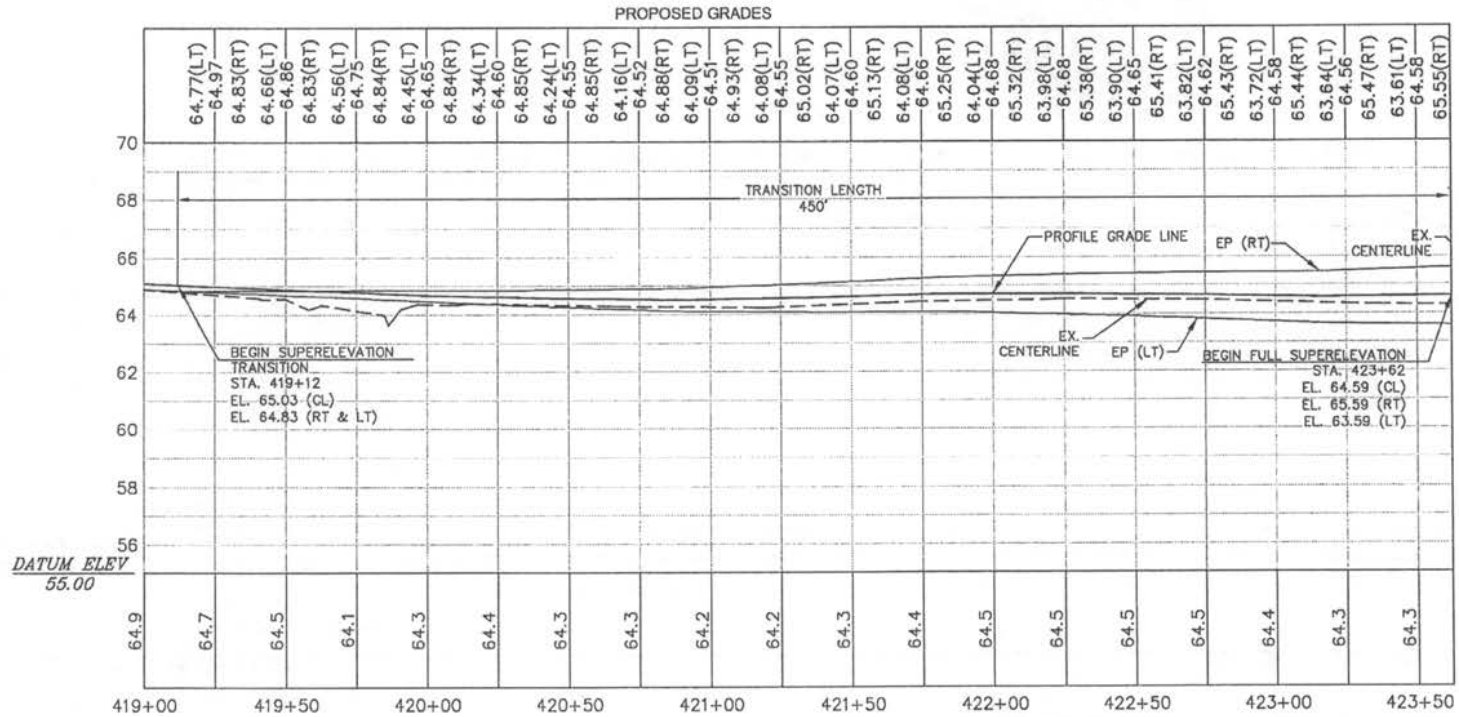
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 2
SUPERELEVATION PROFILES

SHEET NUMBER: C-47

Drawing name: K:\OCA_TP\TO\042551\001004 -- CR325 Resurfacing US301 to CR 346\CADD\Const\XS-Plan-Profiles.dwg C-47 May 26, 2010 3:53pm byr dampkourtney
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MAY 27 2010

EP = EDGE OF TRAVEL LANE

SCALE:
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VERTICAL 1" = 4'

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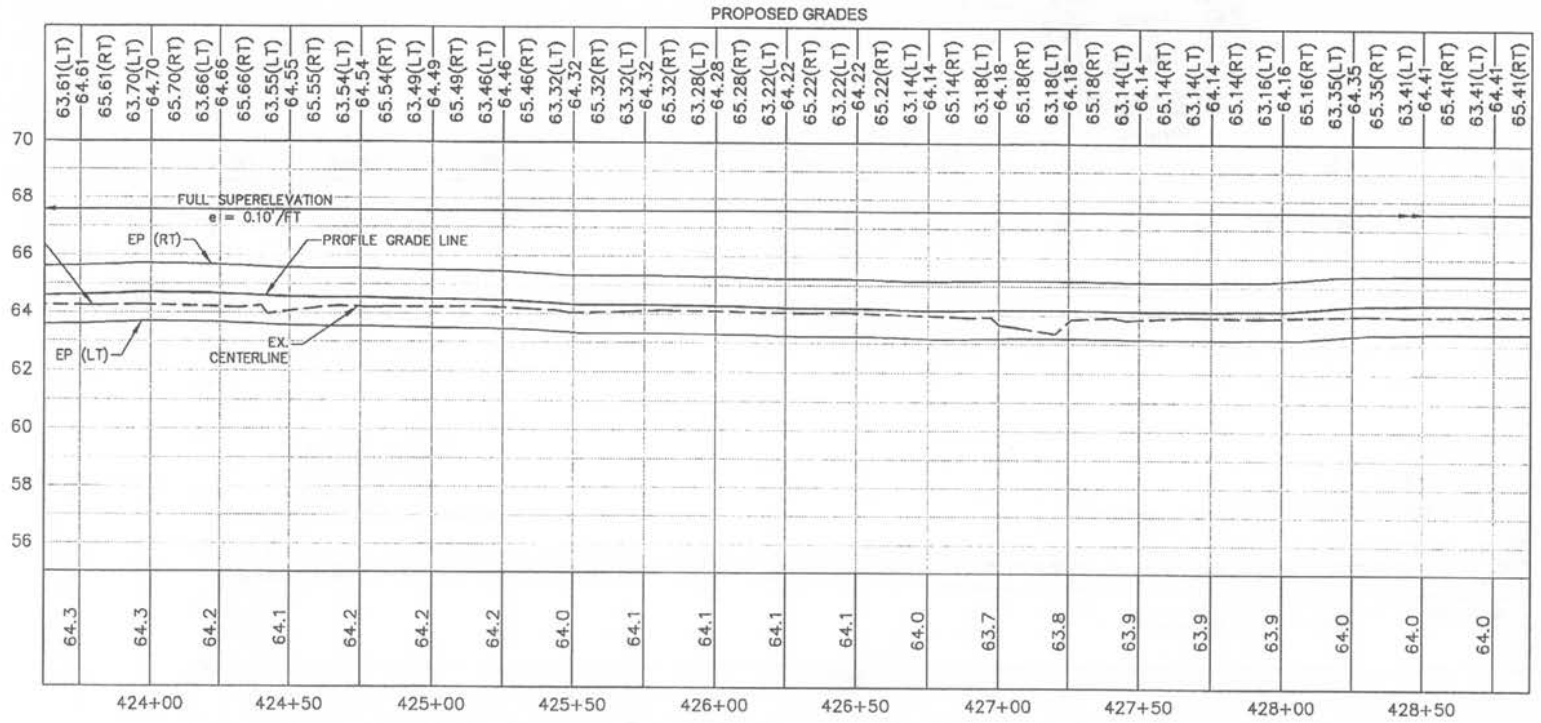
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FLORIDA REGISTRATION NUMBER: 44194
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CURVE 4
SUPERELEVATION PROFILES

SHEET NUMBER
C-48

Drawing name: K:\OCA_TPTO\042551\01004 - CR325 Resurfacing US301 to CR 346\CADD\Const\VS-Plan-Profiles.dwg C-48 May 25, 2010 2:53pm by daryl.courtney

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MAY 27 2010

EDGE OF TRAVEL LANE

SCALE:
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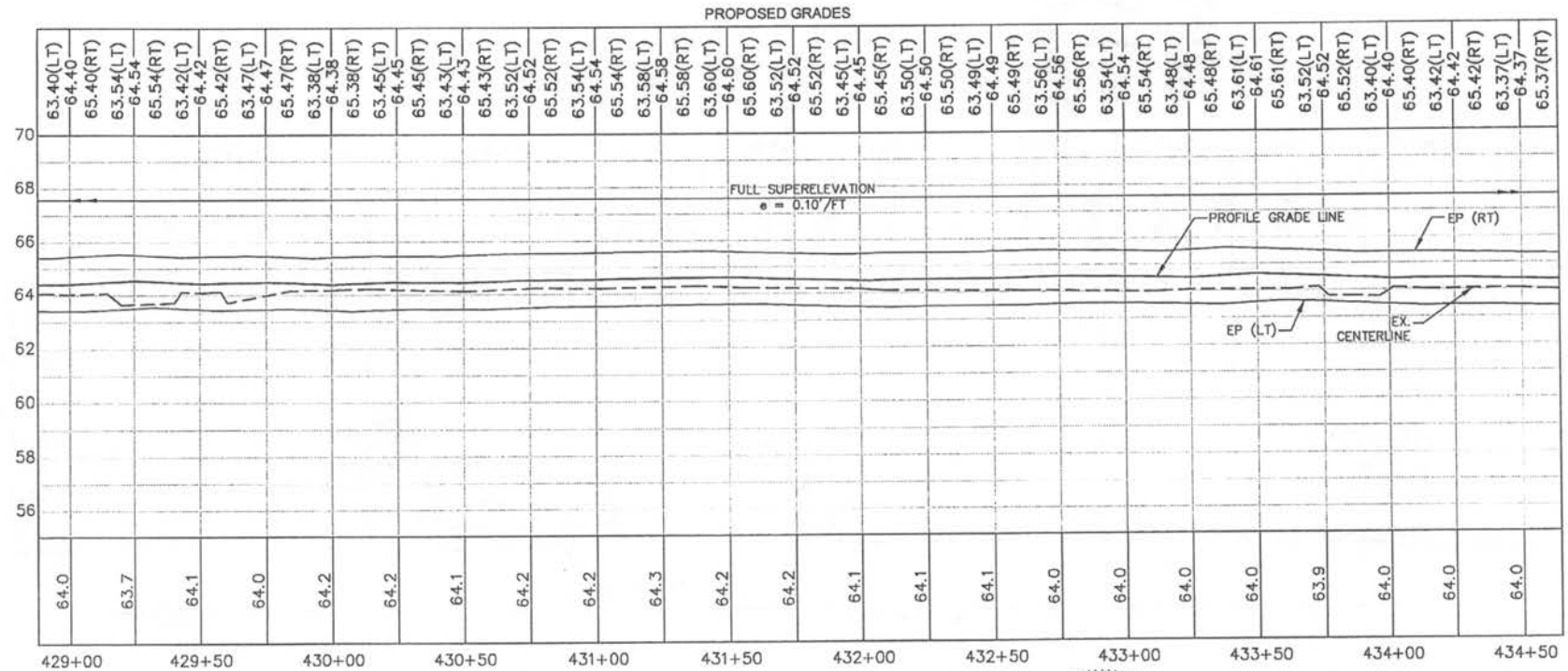
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CURVE 4
SUPERELEVATION PROFILES

SHEET NUMBER: C-49

Drawing name: K:\OCA_TP\D\042551\01004 - CR325 Resurfacing US301 to CR 346\CADD\Const\15-Plan-Profiles.dwg C-49 May 25, 2010 3:53pm by darylcourtney
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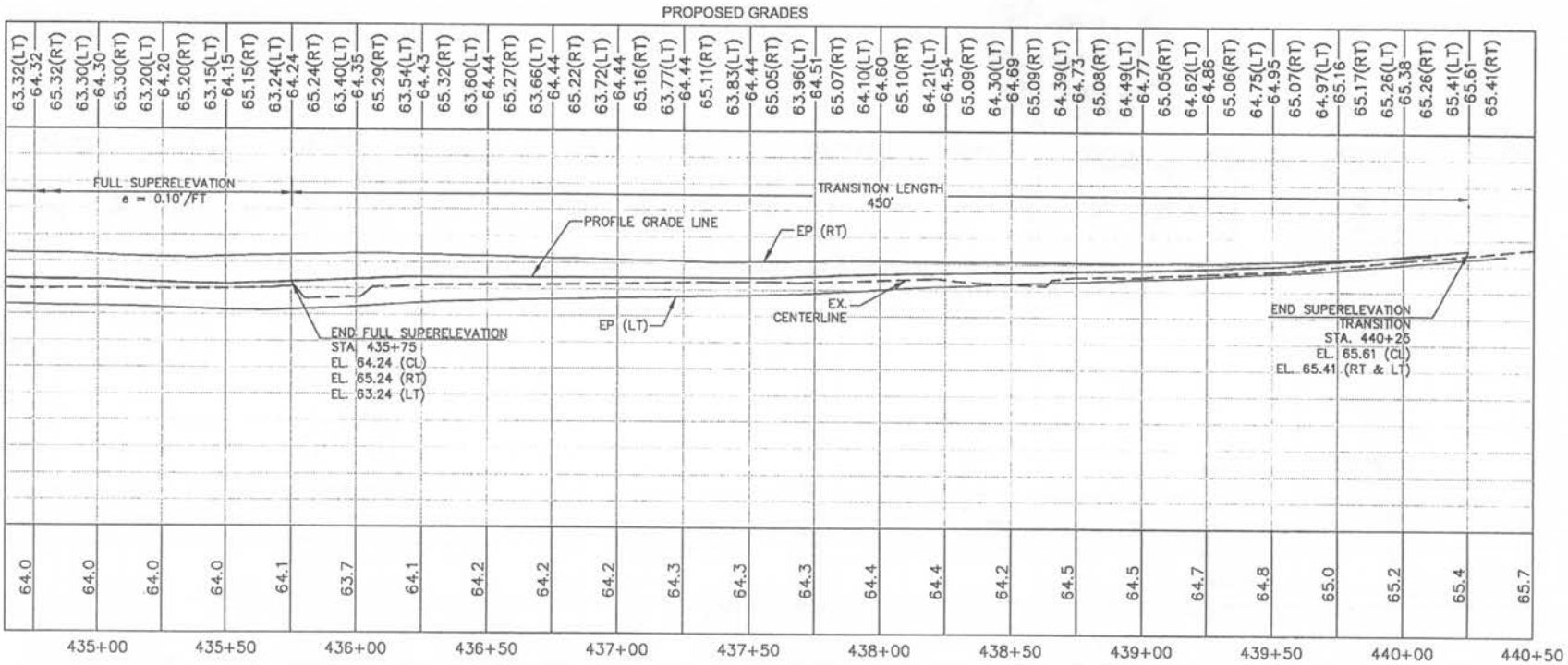
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FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 4
SUPERELEVATION PROFILES

SHEET NUMBER: C-50

Drawing name: K:\OCAL_TP\TO\042551\01004 - CR325 Resurfacing US301 to CR 341\CADD\Const\45-Plan-Profiles.dwg C-50 May 26, 2010 3:53pm kyr.darylcourtney



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MAY 27 2010

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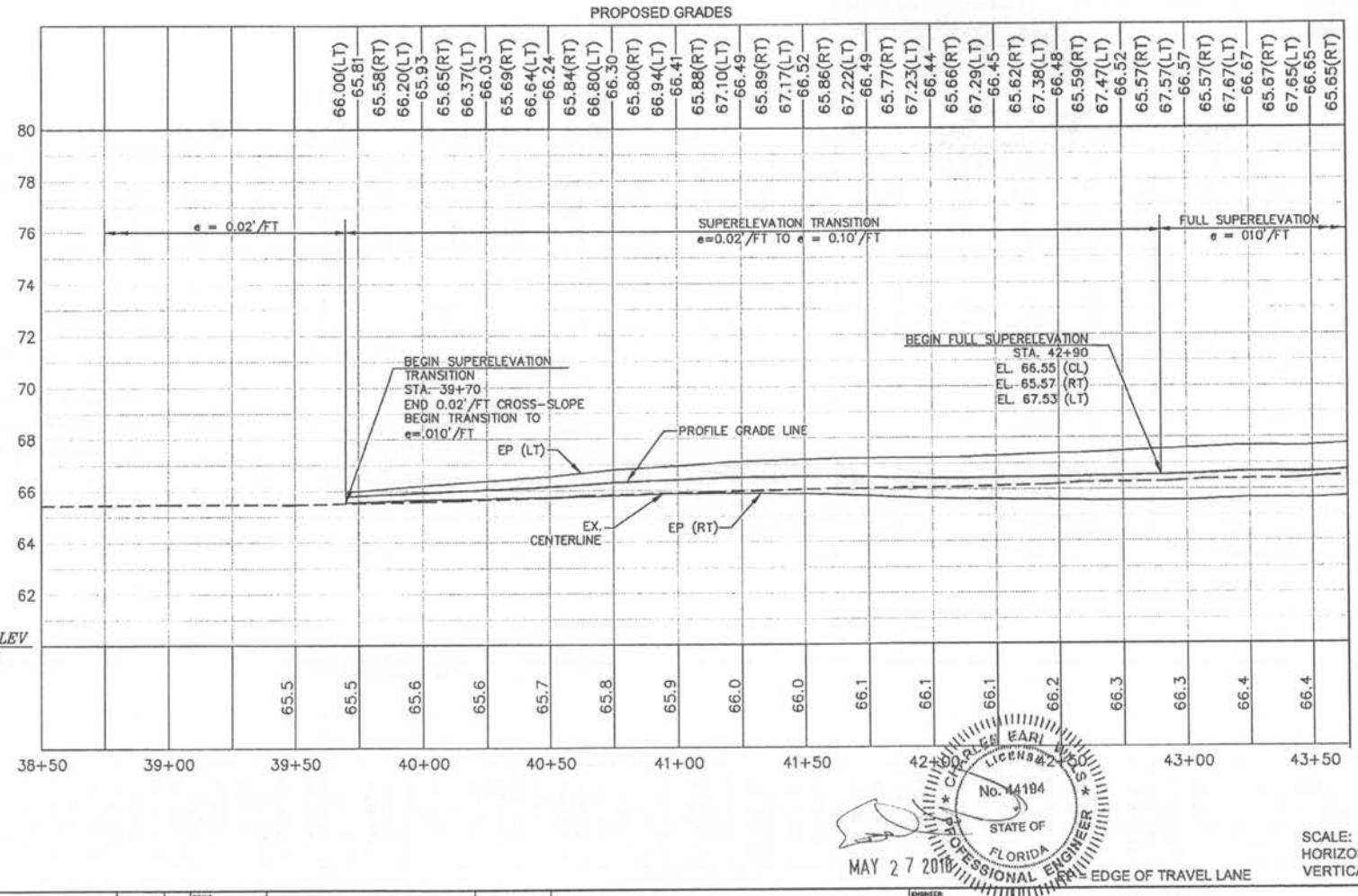
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ENGINEER: EARL MILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 4
SUPERELEVATION PROFILES

SHEET NUMBER: C-51

Drawing name: K:\OCA_TPTO\042551\004 - CR 235 Resurfacing US301 to CR 346\CADD\Const\VS-Plan-Profiles.dwg C-51 May 26, 2010 3:53pm by: darryl.courtney
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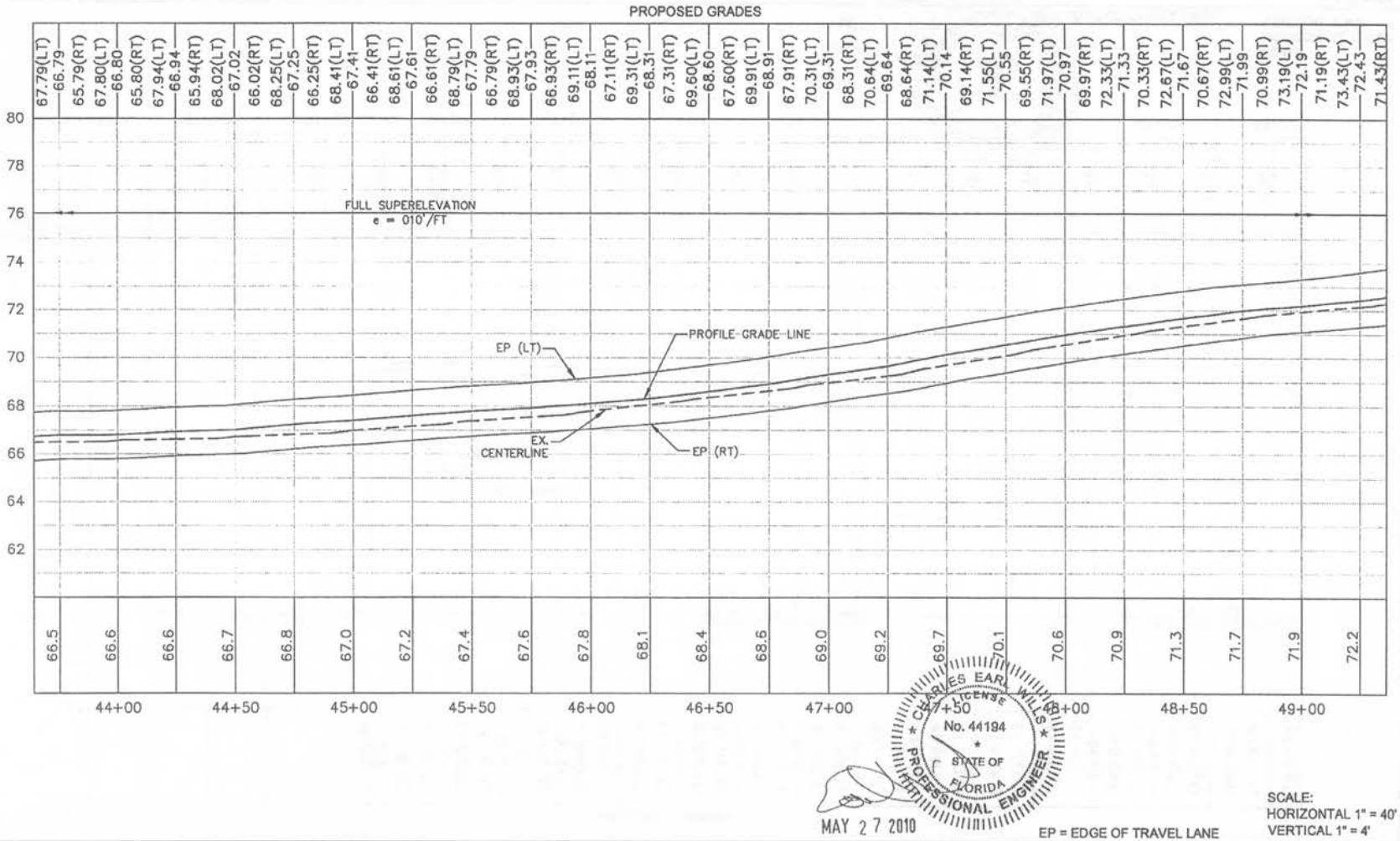
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 5
SUPERELEVATION PROFILES

SHEET NUMBER
C-52

Drawing name: K:\OCA_TPTO\042551\01004 - CR325 Resurfacing US301 to CR 346\CADD\Const\13-Plan-Profiles.dwg C-52 May 26, 2010 3:53pm by: darryl.courtney



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No. 44194
STATE OF FLORIDA
PROFESSIONAL ENGINEER

MAY 27 2010

EP = EDGE OF TRAVEL LANE

SCALE:
HORIZONTAL 1" = 40'
VERTICAL 1" = 4'

Drawing name: K:\OCA_TP\042535\004 - CR235 Resurfacing US331 to CR 344\C400\Cad\L45-Plan-Profiles.dwg C-53 May 26, 2010 3:53pm by dony.courtney

No.	REVISIONS	DATE	BY

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DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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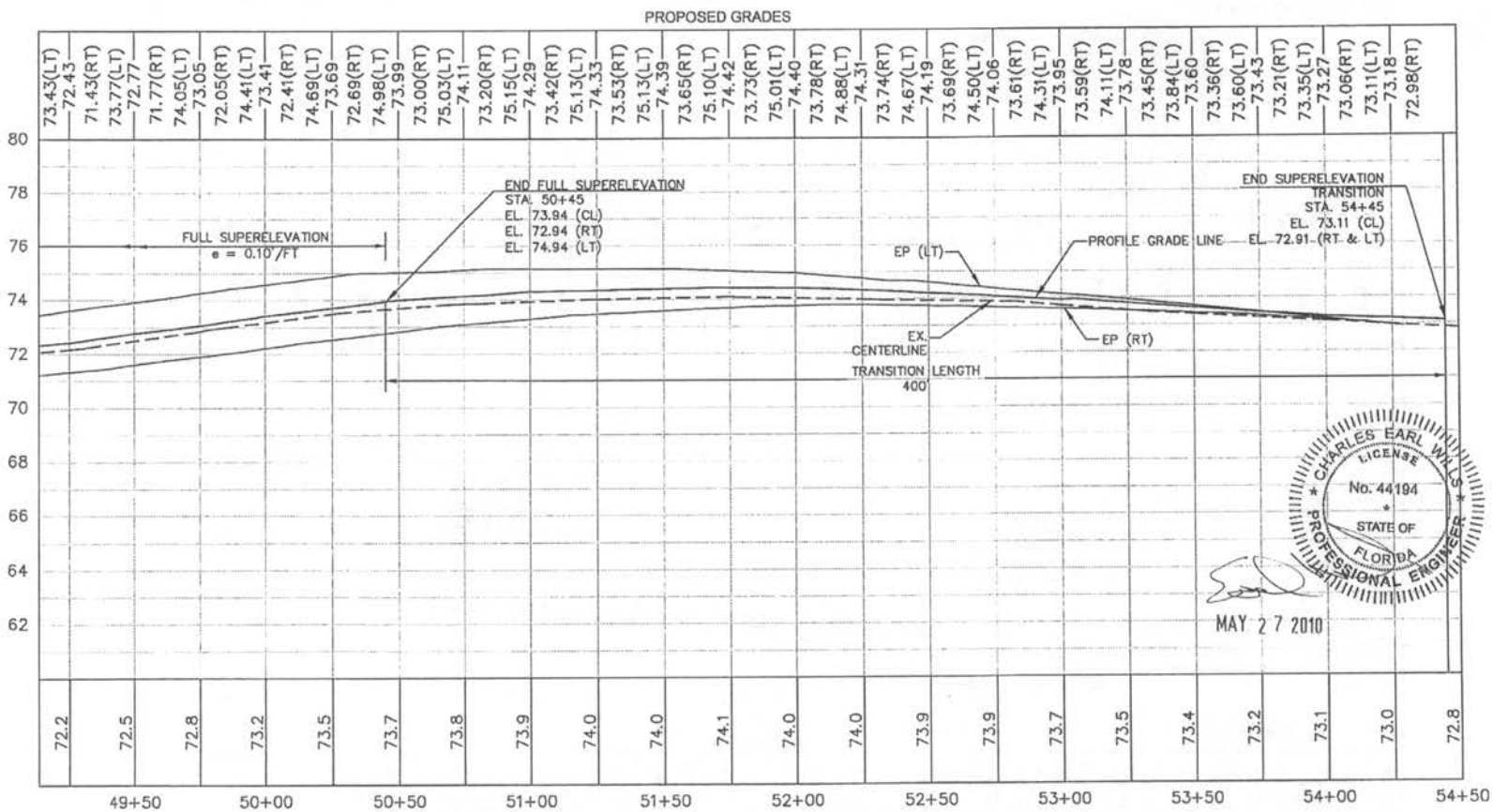
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PROJECT NO.: 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 5
SUPERELEVATION PROFILES

SHEET NUMBER: C-53



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No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

MAY 27 2010

EP = EDGE OF TRAVEL LANE

SCALE:
HORIZONTAL 1" = 40'
VERTICAL 1" = 4'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.MILLS

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PHONE: 352-671-8451 FAX: 352-671-8438
www.kimley-horn.com CA 00000656

DATE: MAY, 2010
PROJECT NO.: 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

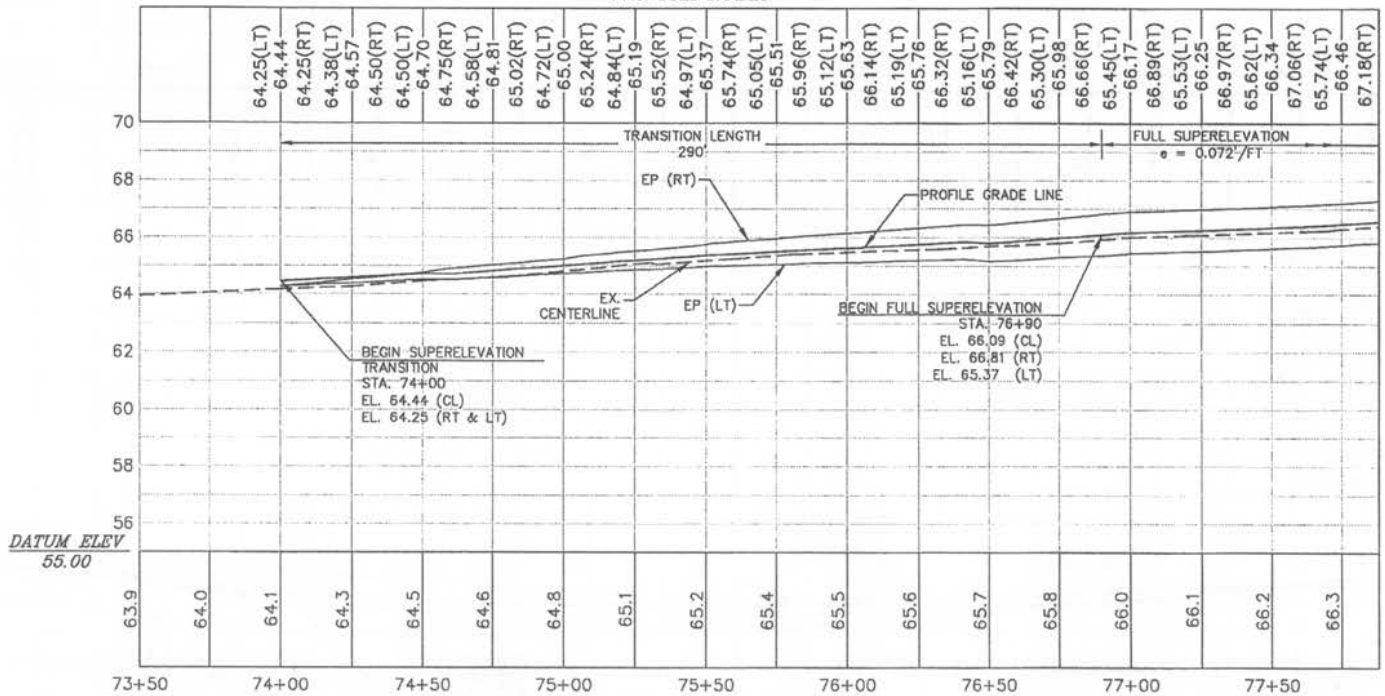
CURVE 5
SUPERELEVATION PROFILES

SHEET NUMBER: C-54

Drawing name: K:\OCA_TPTO\042551004 - CR235 Resurfacing US301 to CR 346\OADD\Const\15-Plan-Profiles.dwg C-54 May 26, 2010 3:53pm by: darryl.courtney
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PROPOSED GRADES

64.25(LT)	64.44	64.25(RT)	64.38(LT)	64.57	64.50(RT)	64.50(LT)	64.70	64.75(RT)	64.58(LT)	64.81	65.02(RT)	64.72(LT)	65.00	65.24(RT)	64.84(LT)	65.19	65.52(RT)	64.97(LT)	65.37	65.74(RT)	65.05(LT)	65.51	65.96(RT)	65.12(LT)	65.63	66.14(RT)	65.19(LT)	65.76	66.32(RT)	65.16(LT)	65.79	66.42(RT)	65.30(LT)	65.98	66.66(RT)	65.45(LT)	66.17	66.89(RT)	65.53(LT)	66.25	66.97(RT)	65.62(LT)	66.34	67.06(RT)	65.74(LT)	66.46	67.18(RT)
63.9	64.0	64.1	64.3	64.5	64.6	64.8	65.1	65.2	65.4	65.5	65.6	65.7	65.8	66.0	66.1	66.2	66.3																															



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No. 44194
STATE OF
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PROFESSIONAL ENGINEER

MAY 27 2010

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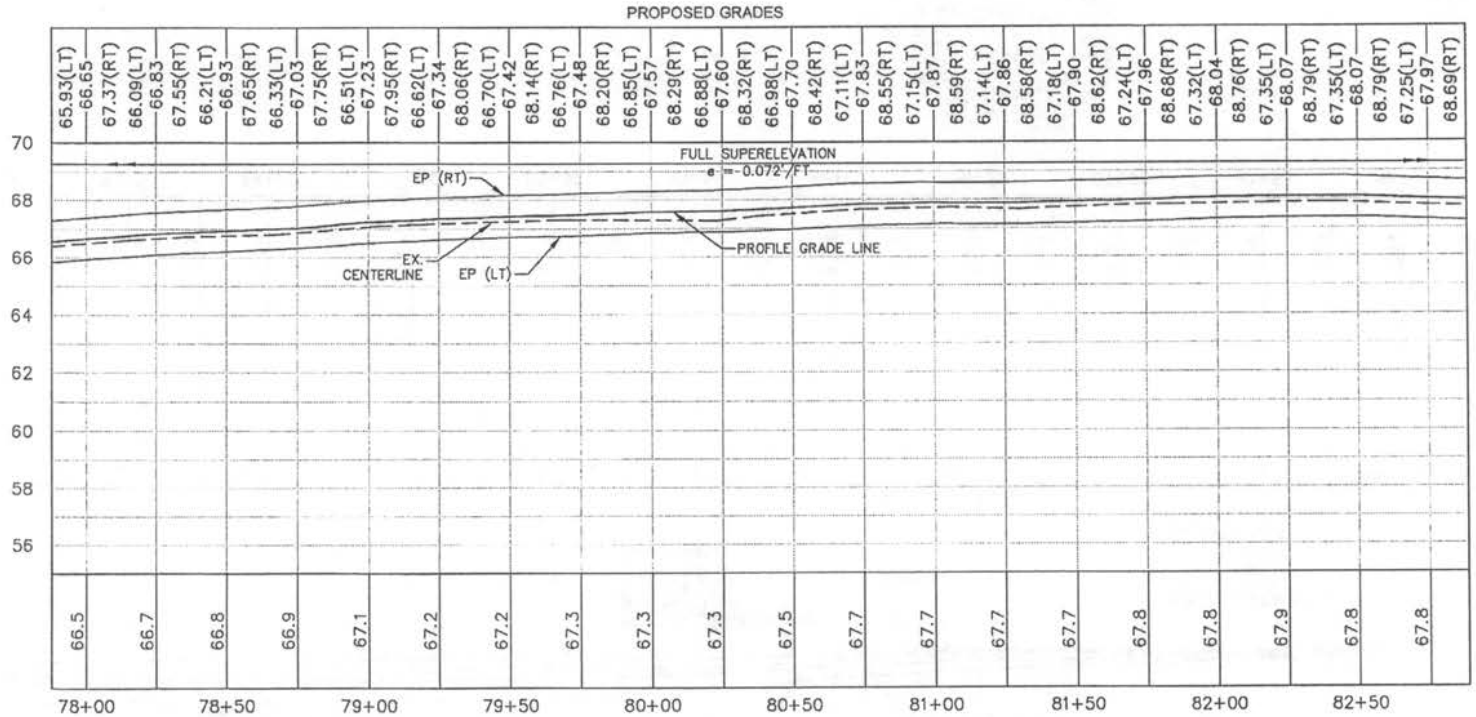
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 6
SUPERELEVATION PROFILES

SHEET NUMBER: C-55

Drawing name: K:\OCA_TP70\042551\05004 - CR325 Resurfacing US301 to CR 346\CADD\Const\45-Plan-Profiles.dwg C-55 May 26, 2010 3:53pm by: darryl.caseltney
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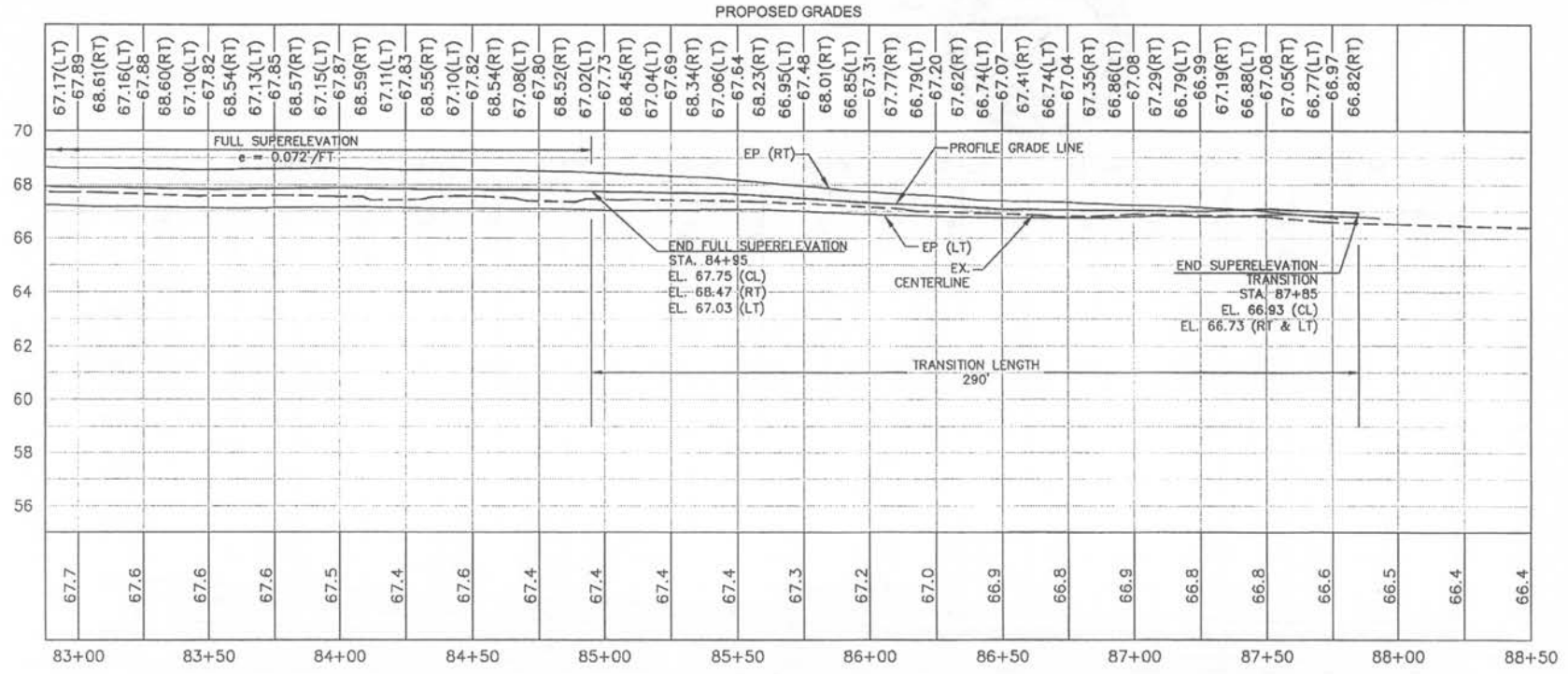
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 6
SUPERELEVATION PROFILES

SHEET NUMBER: C-56

Drawing Name: K:\OCA_TPTO\042551\01004 -- CR325 Resurfacing US301 to CR 346\CAD0\Const\15-Plan-Profile.dwg C-56 May 26, 2010 3:53pm by: darylcourtney
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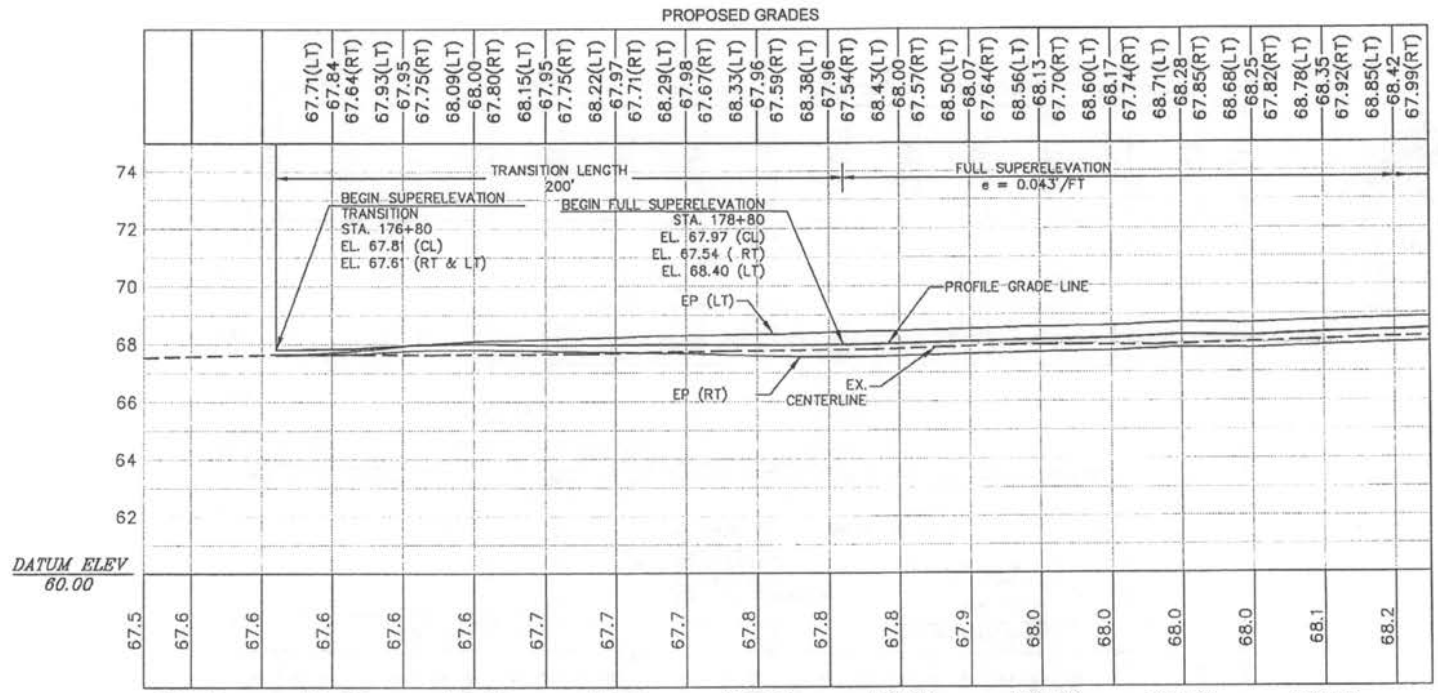
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FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 6
SUPERELEVATION PROFILES

SHEET NUMBER: C-57

Drawing name: K:\OCA_TPTO\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Court\C5-Plan-Profiles.dwg C-57 May 26, 2010 3:53pm by darylcourtney
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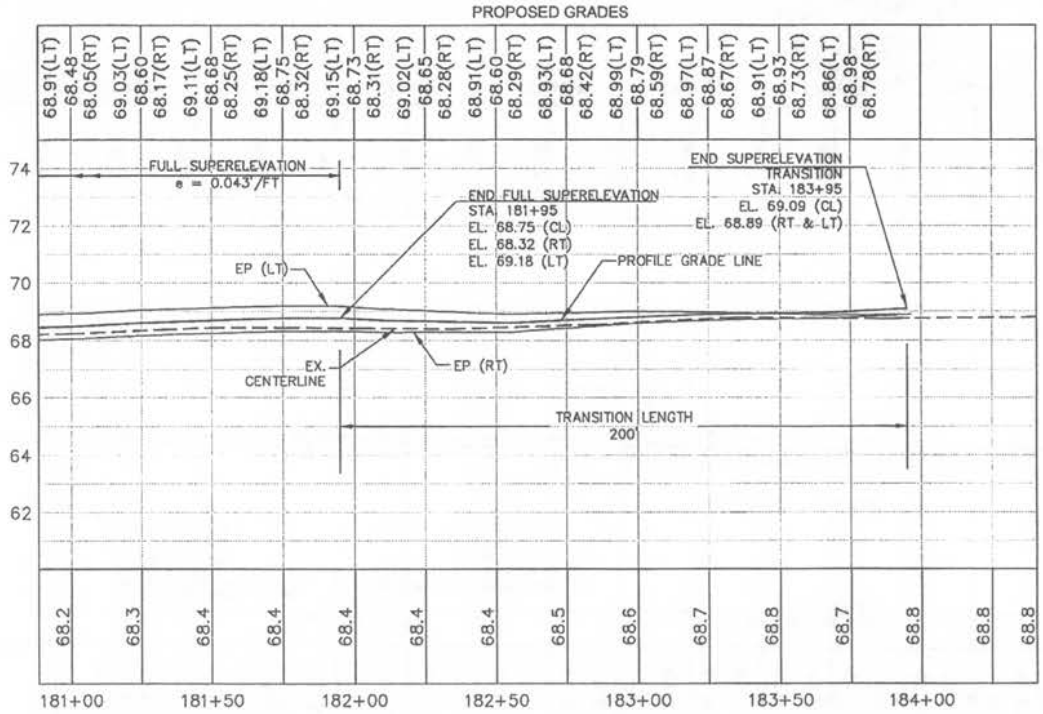
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ENGINEER: EARL WILLS, P.E.
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DATE:

CURVE 8
SUPERELEVATION PROFILES

SHEET NUMBER: C-58

Drawing name: K:\OCA_TPTO\042551\1004 - CR325 Resurfacing US301 to CR 346\CADD\Const\15-Plan-Profiles.dwg C-58 May 26, 2010 3:53pm by darryl.courtney



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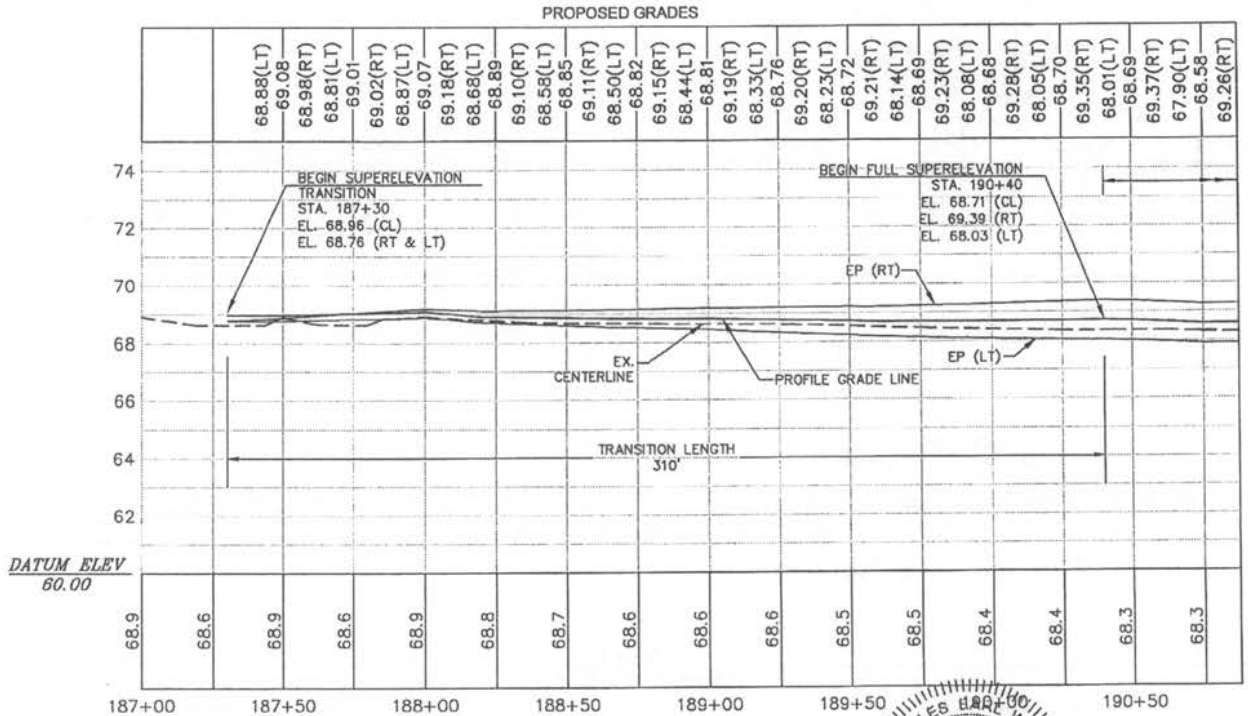
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DATE:

CURVE 8
SUPERELEVATION PROFILES

SHEET NUMBER: C-59

Drawing name: K:\OCA_PTP\042551\01004 - CR325 Resurfacing US301 to CR 346\0400\Corr\C5-Plan-Profiles.dwg C-59 May 25, 2010 3:53pm by darryl.courtney
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DATE: MAY, 2010
PROJECT NO. 042551004

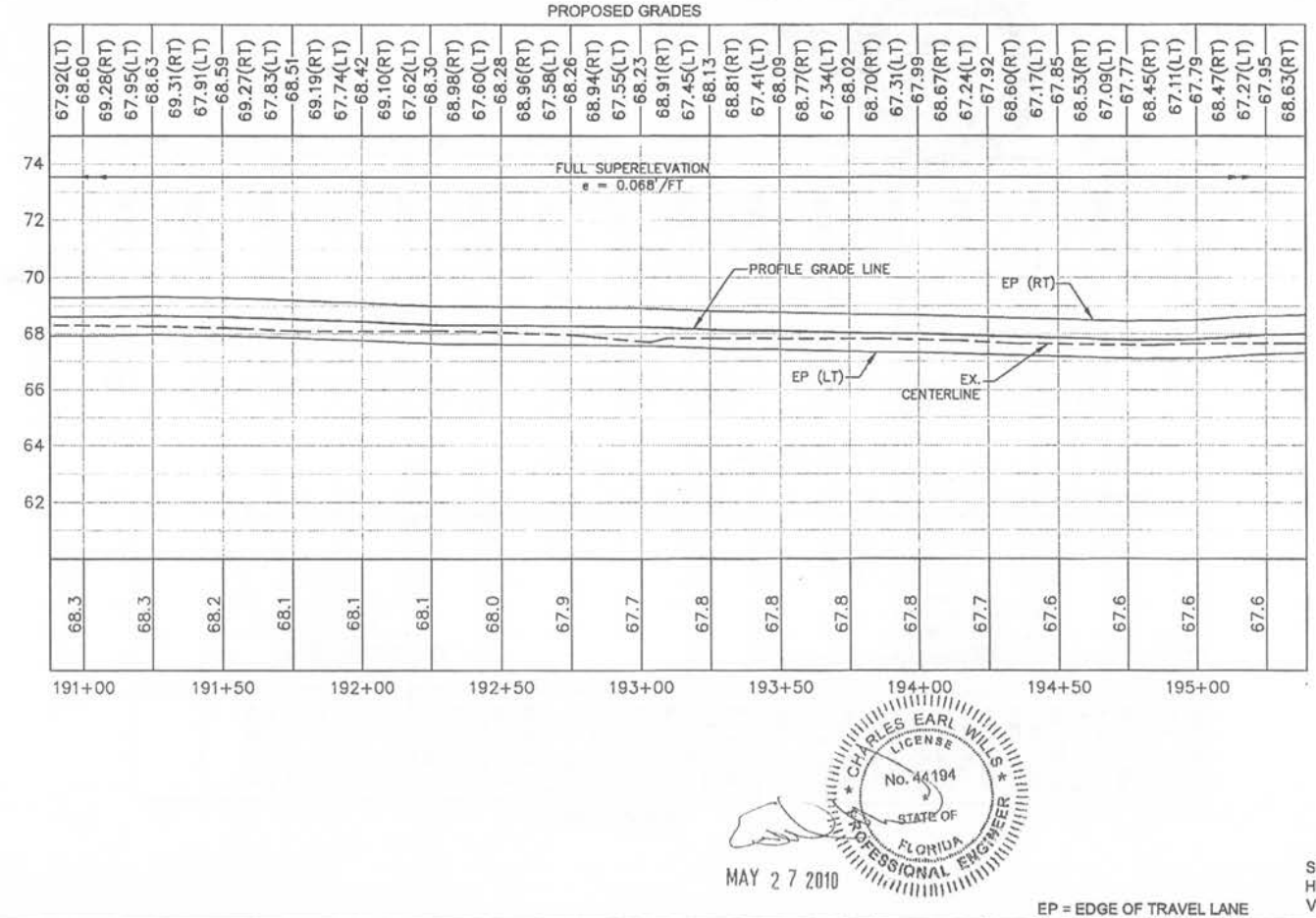
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 9
SUPERELEVATION PROFILES

SHEET NUMBER
C-60

Drawing name: K:\OCA_TPTO\042551004 - CR325 Resurfacing US301 to CR 346\DADD\Const\45-Plan-Profiles.dwg C-60 May 26, 2010 3:54pm kyr darryl.courtney
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PROJECT NO. 042551004

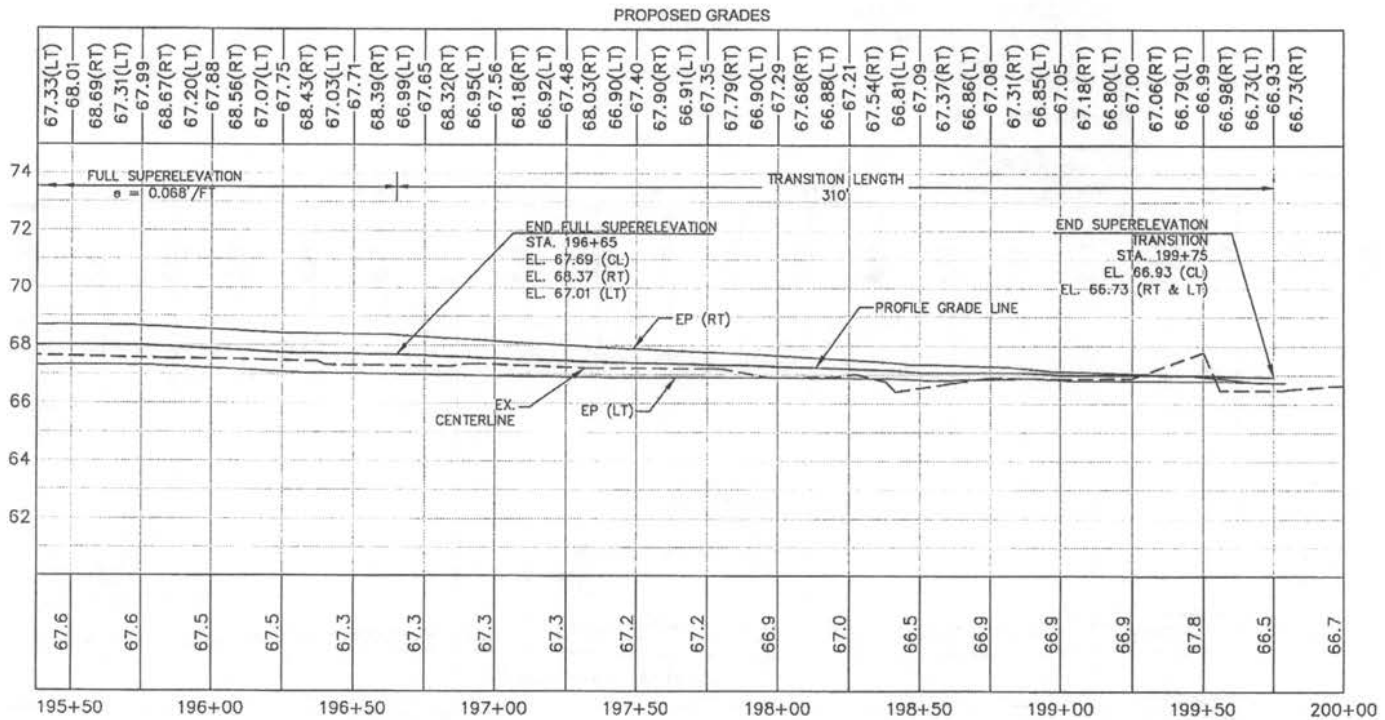
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
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CURVE 9
SUPERELEVATION PROFILES

SHEET NUMBER: C-61

Drawing name: K:\OCA_TPTO\042551004 - CR335 Resurfacing US301 to CR 346\EADD\Civil\05-Plan-Profiles.dwg C-61 May 26, 2010 3:54pm by: darryl.courtney
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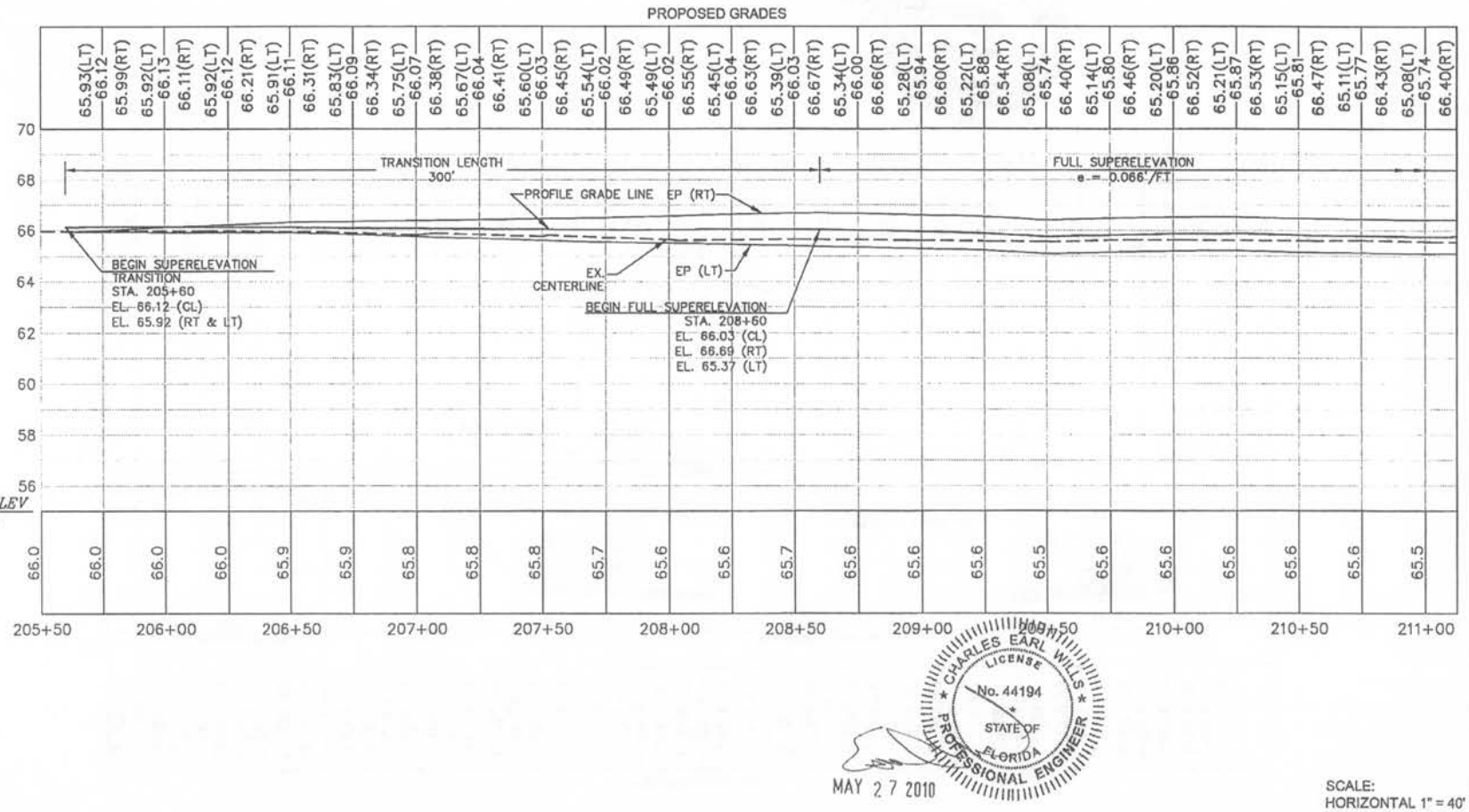
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Drawing name: K:\OCA_TPTO\042551004 - CR 235 Resurfacing US301 to CR 346\C400\Civil\15-Plan-ProfSht.dwg C-62 May 26, 2010 3:54pm byt darryl.courtney



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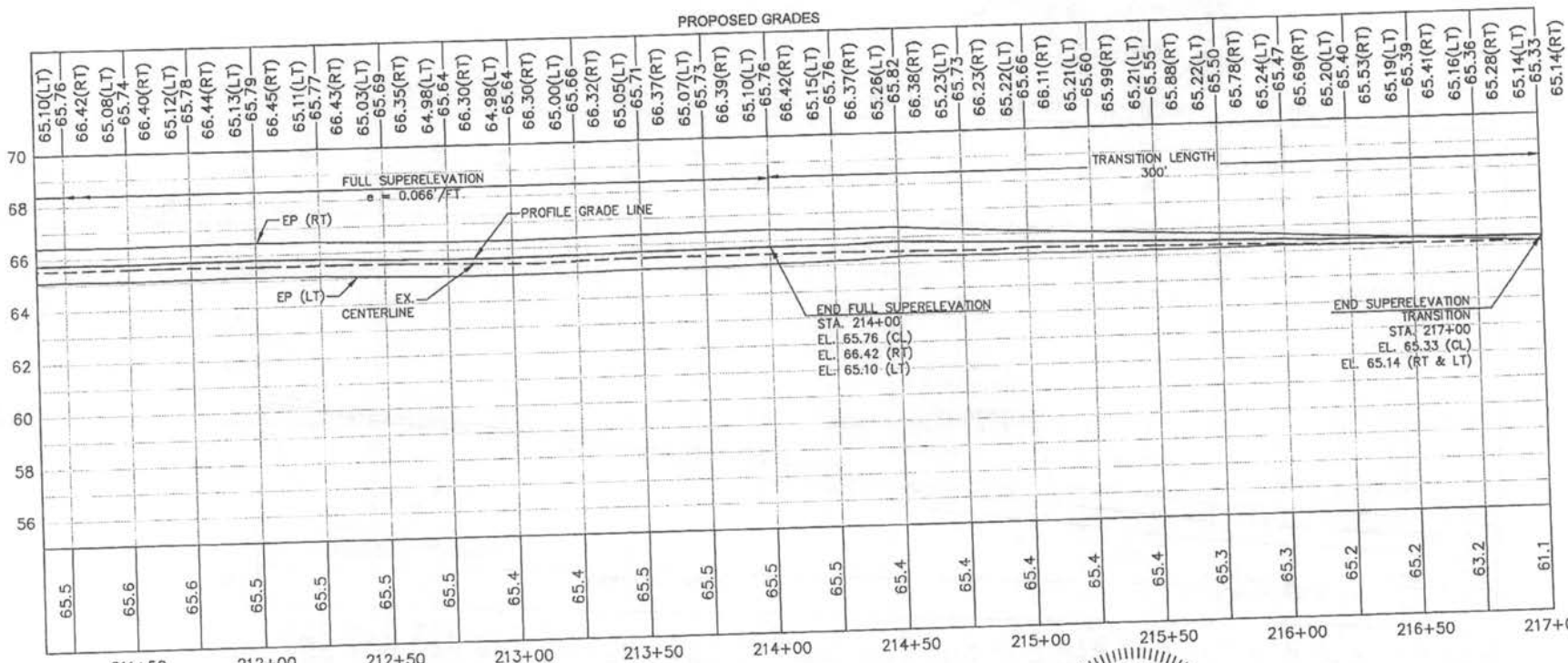
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 10
SUPERELEVATION PROFILES

SHEET NUMBER: C-63

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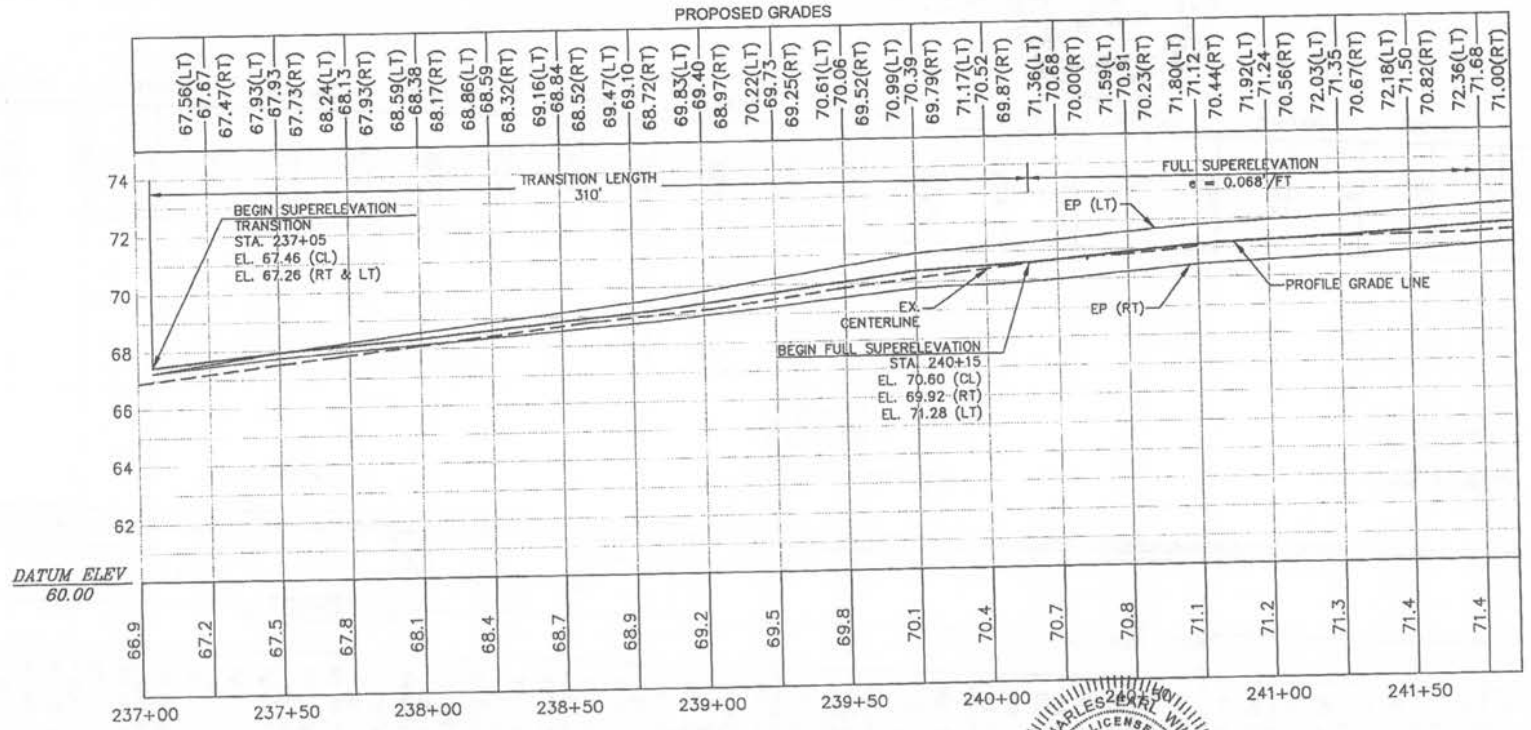
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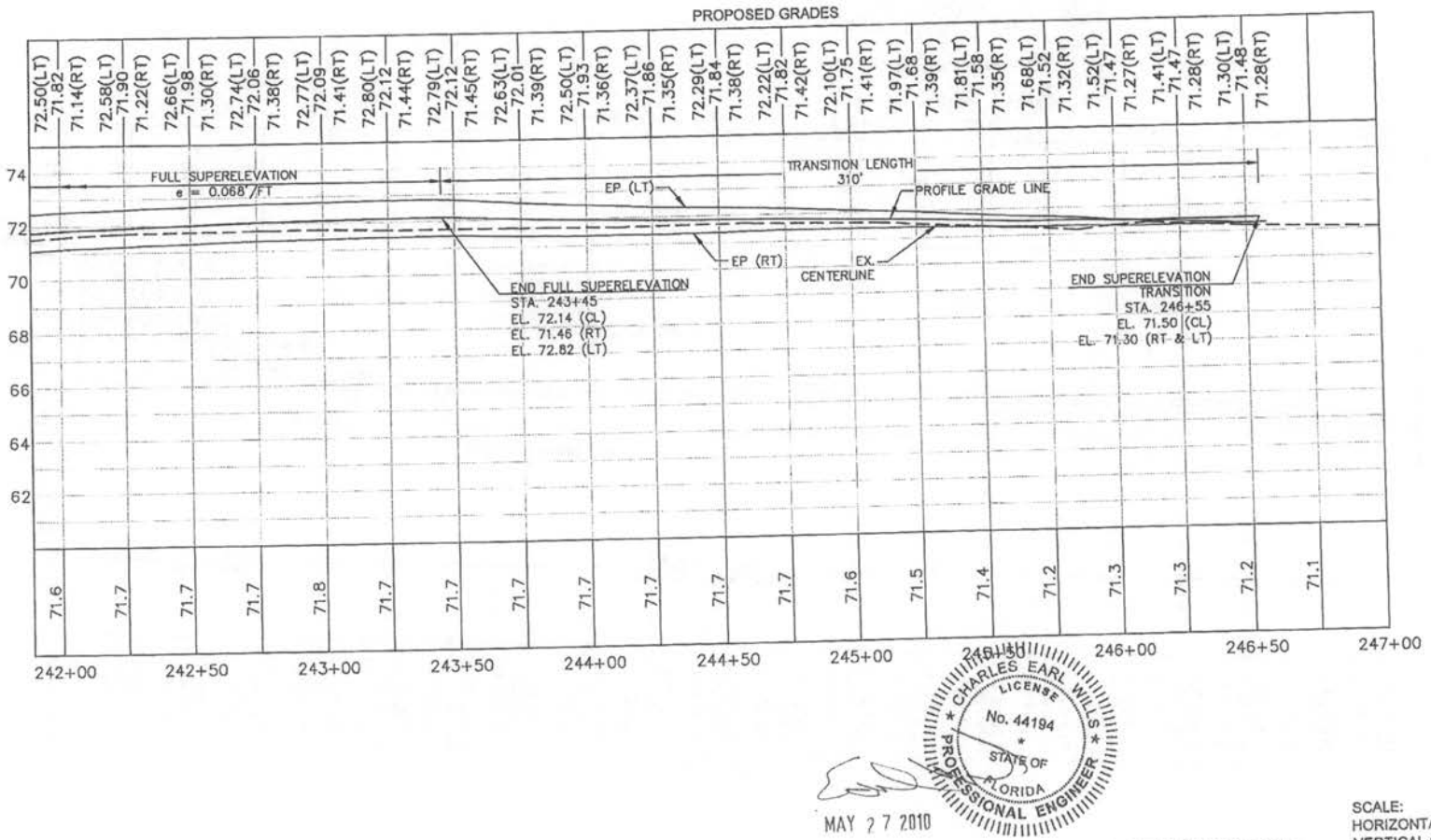
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						ENGINEER: EARL WILLS, P.E. FLORIDA REGISTRATION NUMBER: 44194 DATE:	CURVE 11 SUPERELEVATION PROFILES

SHEET NUMBER: C-65

Drawing name: K:\OCA_TP\042551\004 - CR325 Resurfacing US301 to CR 346\CADD\Civil\45-Plan-Profile.dwg C-65 May 28, 2010 3:54pm by darryl.courtney
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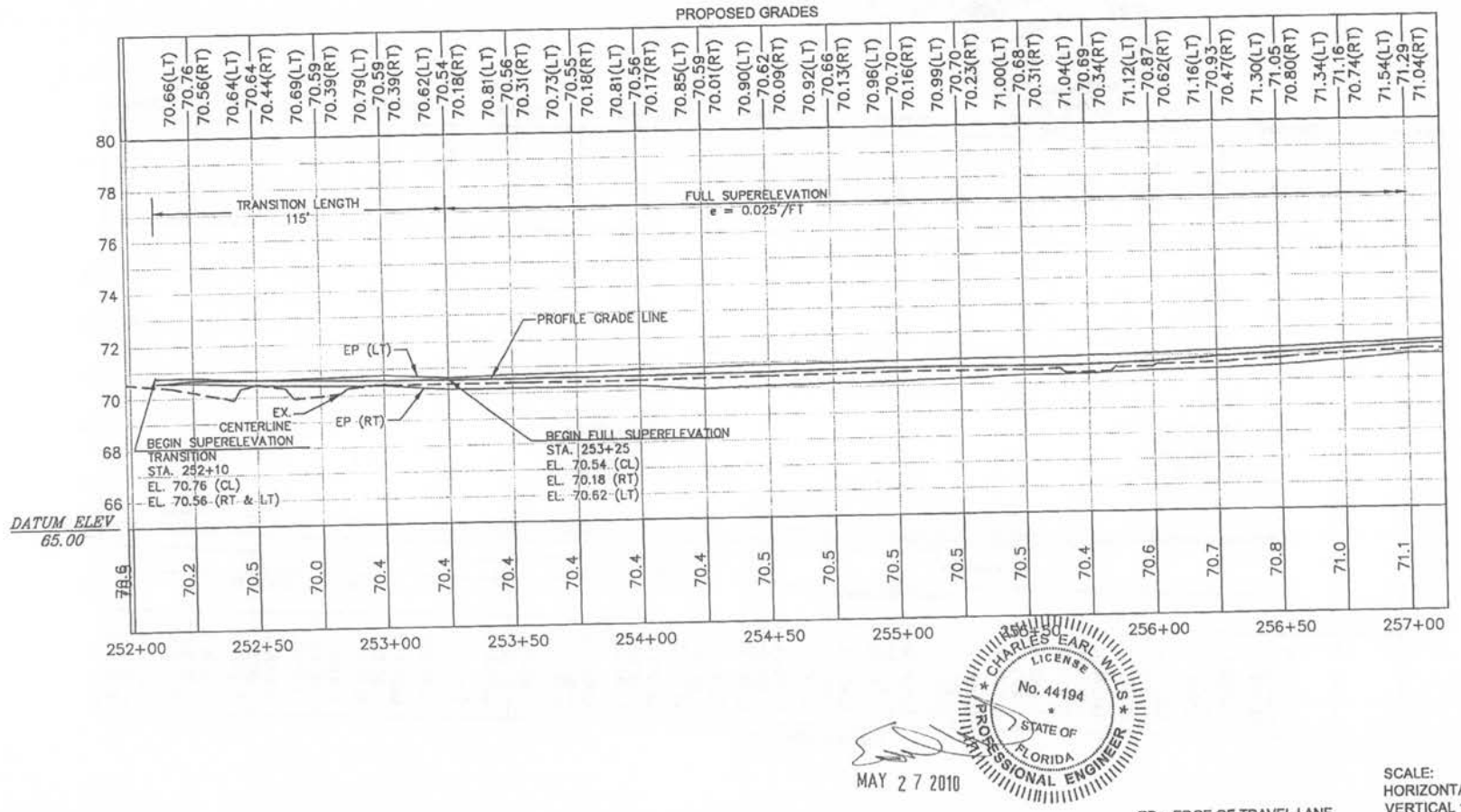
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ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 11
SUPERELEVATION PROFILES

SHEET NUMBER: C-66

Drawing name: K:\ODA_TPTO\0425\0425004 - CR325 Resurfacing US301 to CR 346\CADD\Const\45-Plan-Profiles.dwg C-66 May 26, 2010 3:54pm by: darryl.courtney
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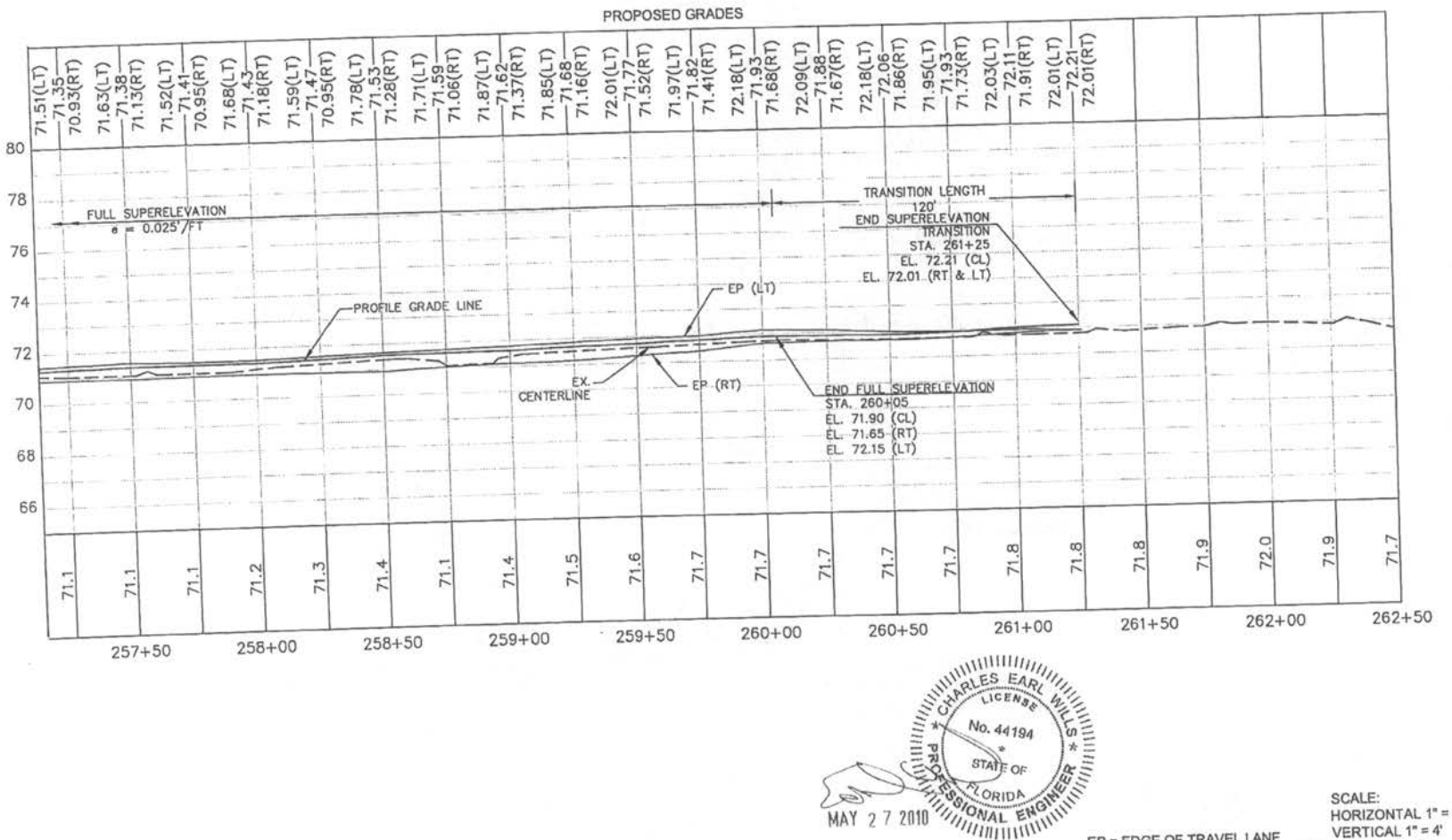
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Drawing name: K:\OCA_TPTO\042551004 - CR325 Resurfacing US301 to CR 346\D400\Civil\45-Plan-Profiles.dwg C-67 May 26, 2010 2:54pm by darryl.courtney
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CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF FLORIDA
PROFESSIONAL ENGINEER

MAY 27 2010

EP = EDGE OF TRAVEL LANE

SCALE:
HORIZONTAL 1" = 40'
VERTICAL 1" = 4'

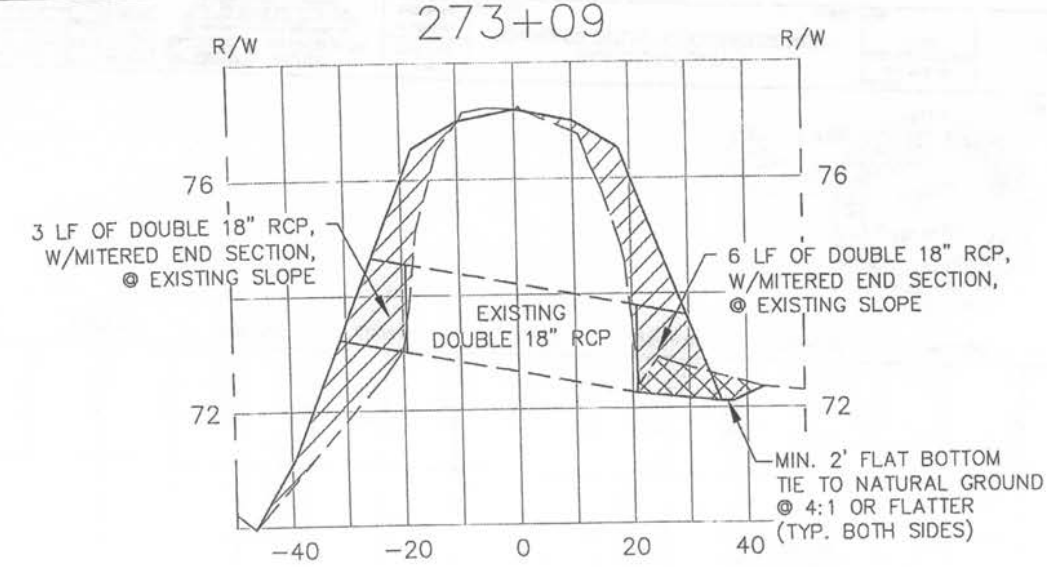
No.	REVISIONS	DATE	BY	SCALE: AS NOTED DESIGNED BY: D.COURTNEY DRAWN BY: D.COURTNEY CHECKED BY: E.WILLS	Kimley-Horn and Associates, Inc. © 2010 KIMLEY-HORN AND ASSOCIATES, INC. 1231 SE 25TH LOOP, SUITE 101, OCALA, FL 34471 PHONE: 352-671-8101 FAX: 352-671-8439 www.kimley-horn.com CA 00000696	DATE: MAY, 2010 PROJECT NO. 042551004	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS ALACHUA FLORIDA

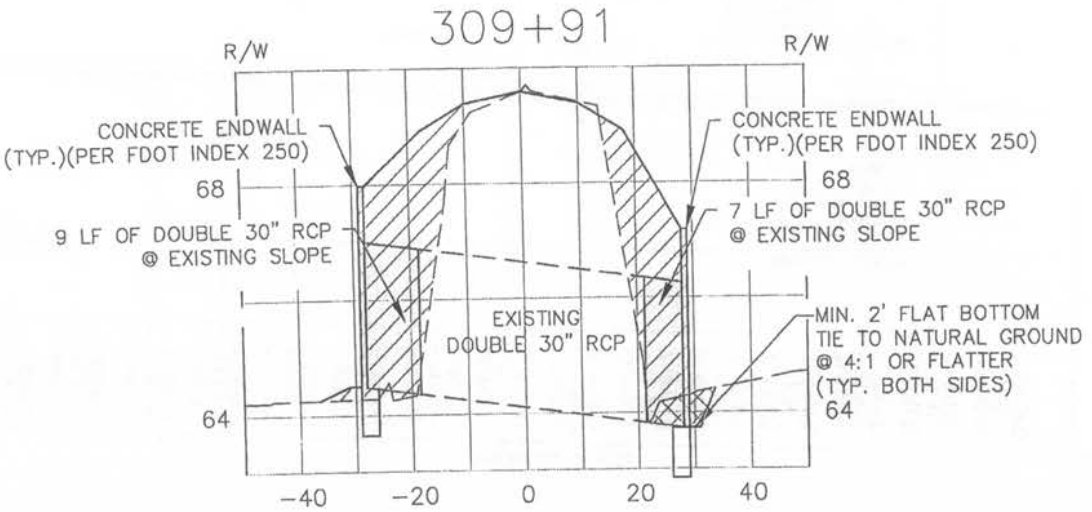
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

CURVE 12
SUPERELEVATION PROFILES

SHEET NUMBER
C-68

Drawing name: K:\OCA_TP\TO\042551004 - CR335 Resurfacing US301 to CR 346\CADD\Const\C-Plan-Profiles.dwg C-68 May 26, 2010 3:54pm kyle.darryl.courtney
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INDICATES AREA OF CUT

INDICATES AREA OF FILL

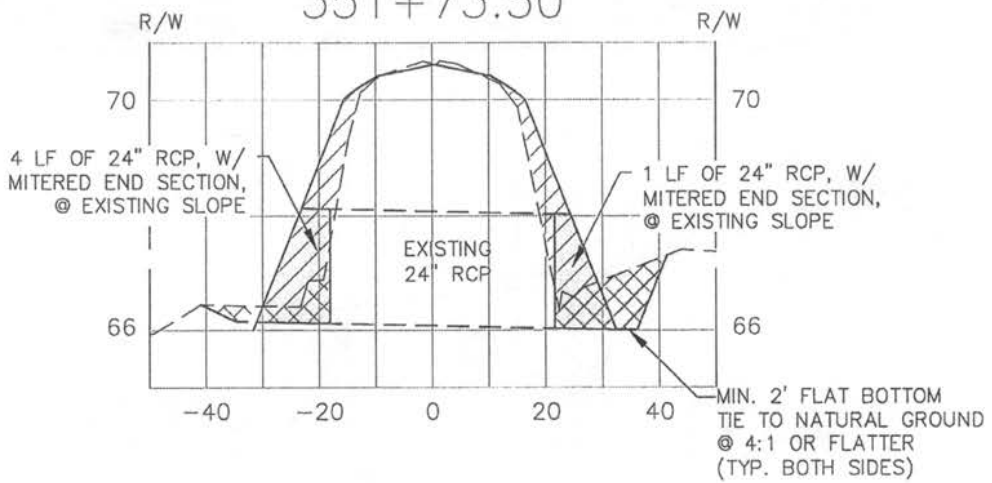
CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

MAY 27 2010

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 2'

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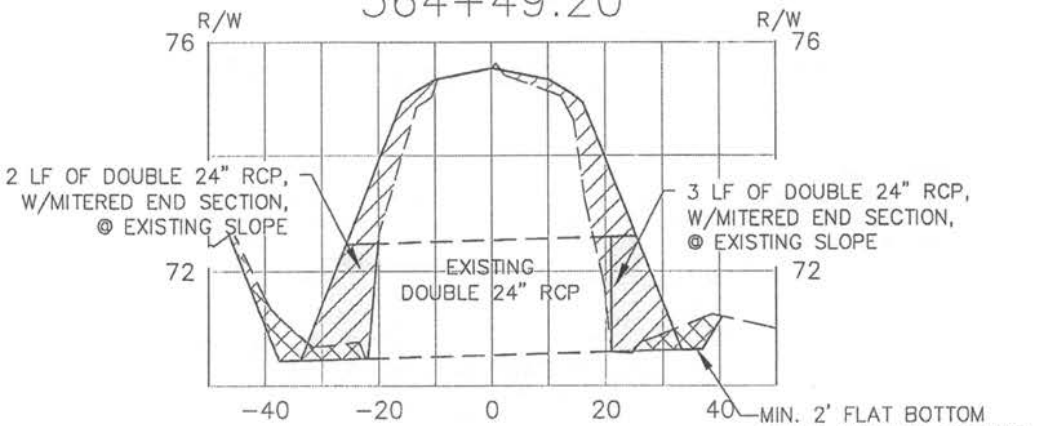
351+73.50



INDICATES AREA OF CUT

INDICATES AREA OF FILL

364+49.20



CHARLES EARL WILLS * LICENSE No. 44194 * STATE OF FLORIDA PROFESSIONAL ENGINEER

MAY 27 2010

SCALE:
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VERTICAL 1" = 2'

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DATE: MAY, 2010
PROJECT NO. 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

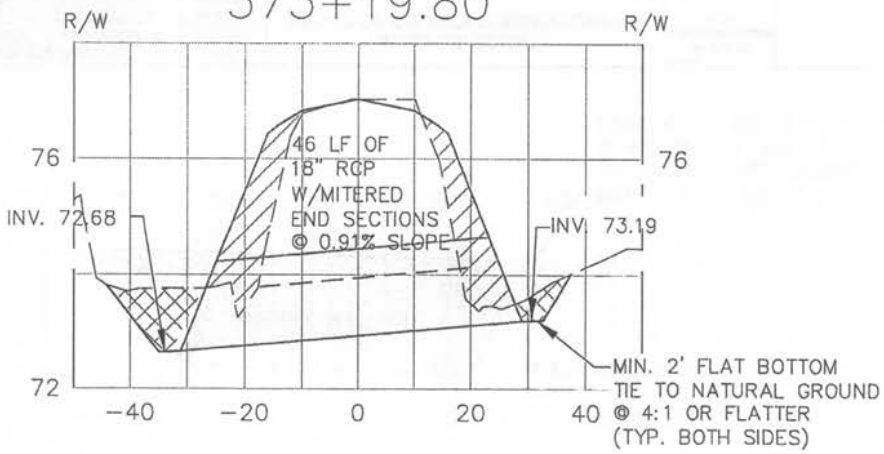
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

DRAINAGE
CROSS SECTIONS

SHEET NUMBER: C-70

Drawing name: K:\OCA_TPTO\042551004 — CR325 Resurfacing US301 to CR 346\C400\Cannot\88-77-9-Sections.dwg C-70 May 26, 2010 3:55pm by darryl.courtney

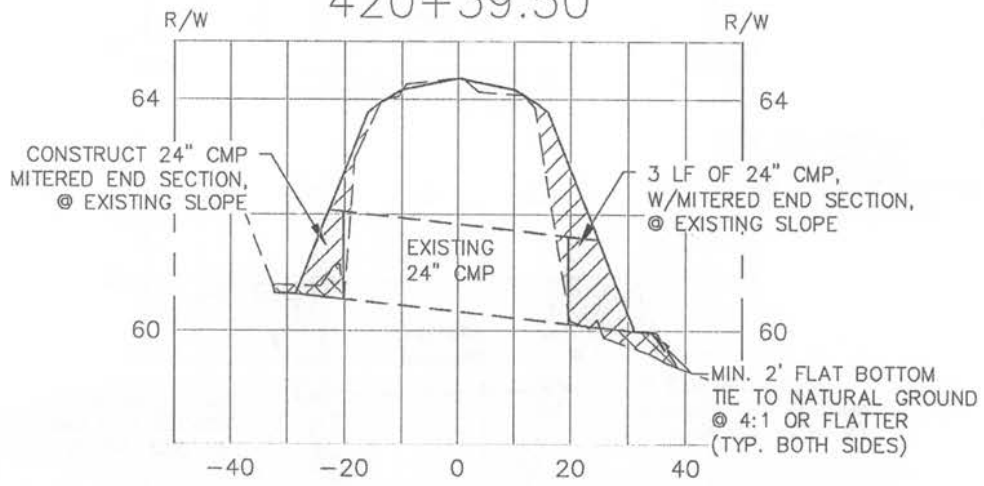
373+19.80



INDICATES AREA OF CUT

INDICATES AREA OF FILL

420+39.50



CHARLES EARL WILLS
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No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

MAY 27 2010

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 2'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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CHECKED BY: E.WILLS

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DATE: MAY, 2010
PROJECT NO.: 042551004

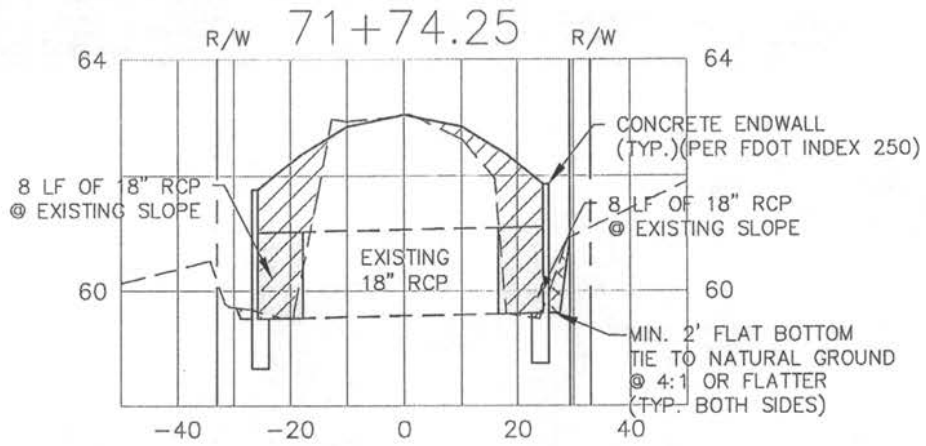
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

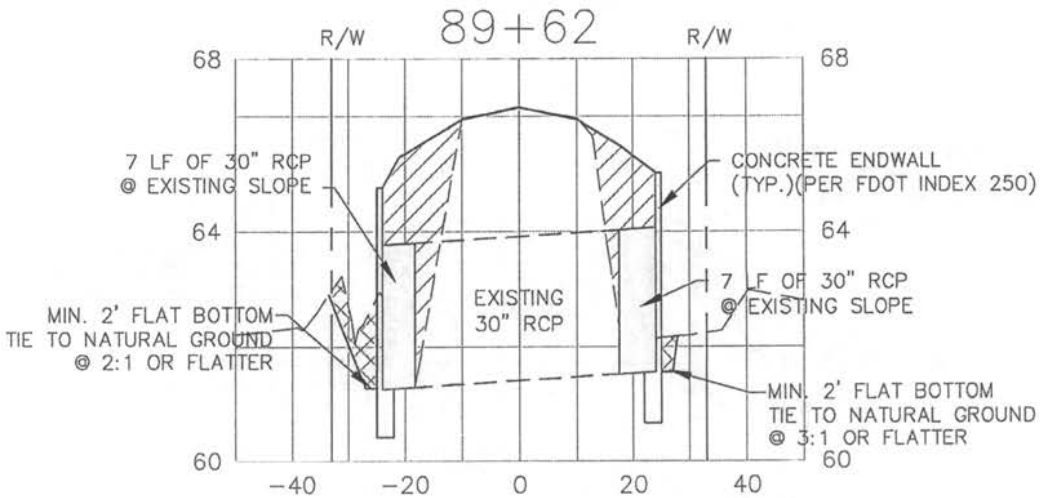
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

DRAINAGE
CROSS SECTIONS

SHEET NUMBER: C-71

Drawing name: K:\OCA_TP\T0\042551004 - CR235 Resurfacing US301 to CR 241\CADD\Const\08-77-X-Sections.dwg C-71 May 26, 2010 3:35pm by: darryl.courtney
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CHARLES EARL WILLS
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No. 44194
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FLORIDA
PROFESSIONAL ENGINEER

MAY 27 2010

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 2'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DATE: MAY, 2010
PROJECT NO. 042551004

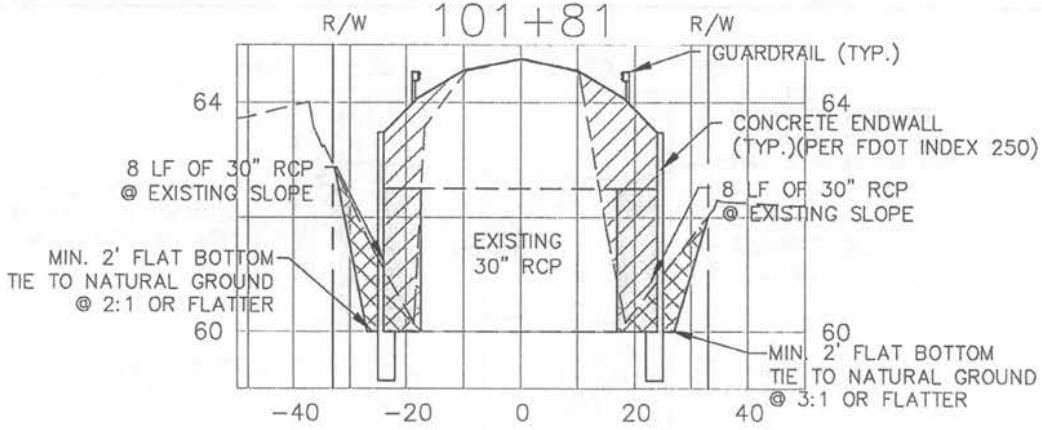
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

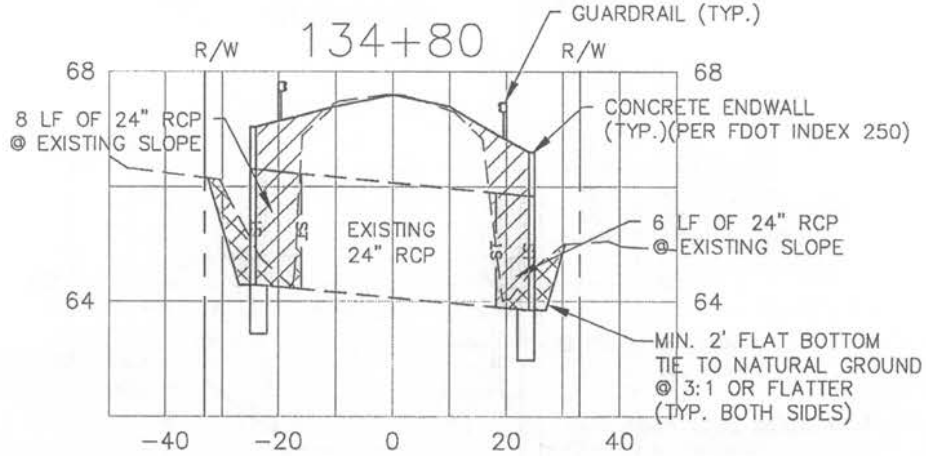
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CROSS SECTIONS

SHEET NUMBER: C-72

Drawing name: K:\OCA_TPTO\0-425\51004 - CR325 Resurfacing US301 to CR 346\LDADV\Const\98-77-X-SectSons.dwg C-72 May 26, 2010 3:55pm by: darryl.courtney
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SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 2'

No.	REVISIONS	DATE	BY

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DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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www.kimley-horn.com CA 00000696

DATE: MAY, 2010
PROJECT NO.: 042551004

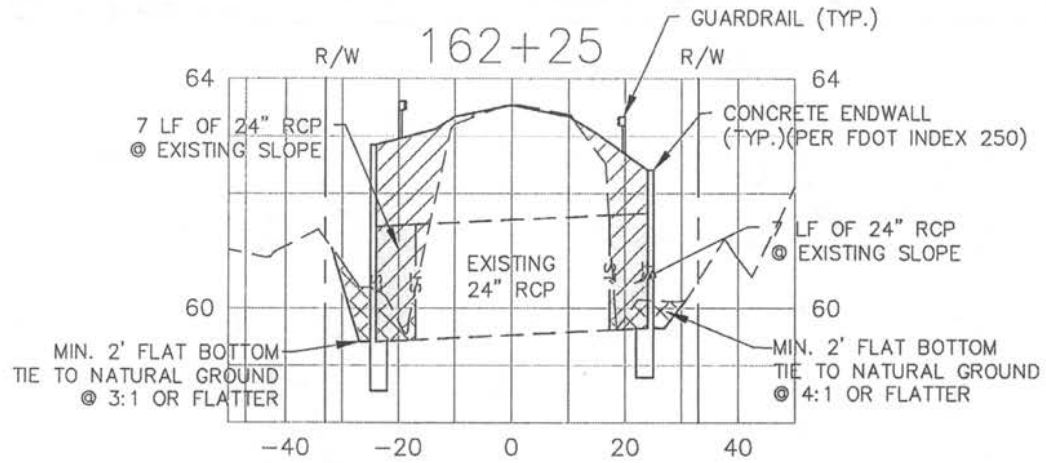
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

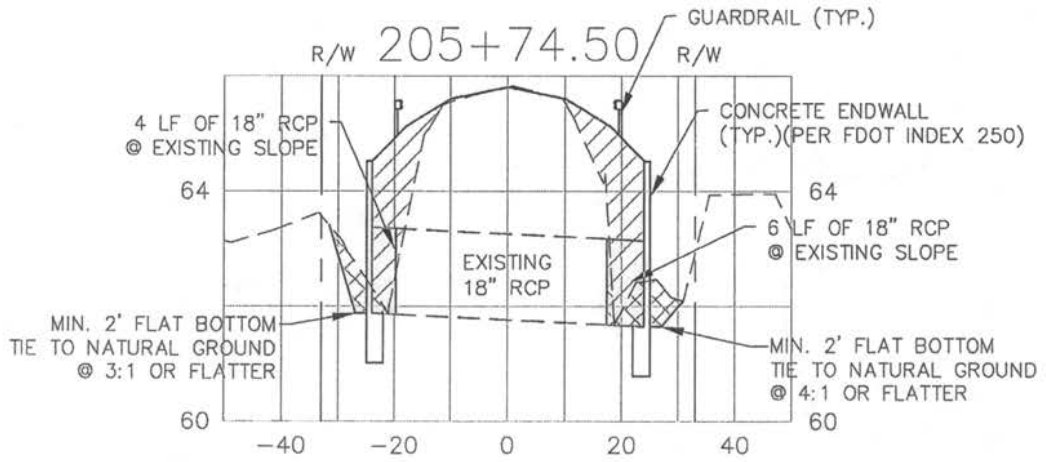
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

DRAINAGE
CROSS SECTIONS

SHEET NUMBER: C-73

Drawing name: K:\OCA_TPTO\042551\51004 - DR335 Resurfacing US301 to CR 346\CADD\Civil\05-TY-X-Sections.dwg C-73 May 26, 2010 3:55pm by daryl.courtney
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CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF FLORIDA
PROFESSIONAL ENGINEER

MAY 27 2010

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 2'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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PHONE: 352-671-8481 FAX: 352-671-8439
www.kimley-horn.com CA 00000699

DATE: MAY, 2010
PROJECT NO. 042551004

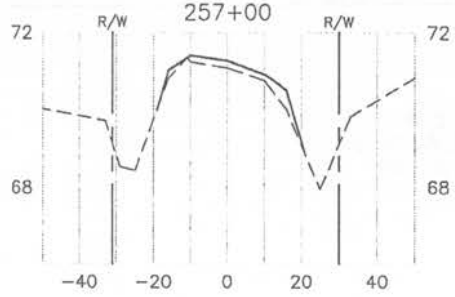
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

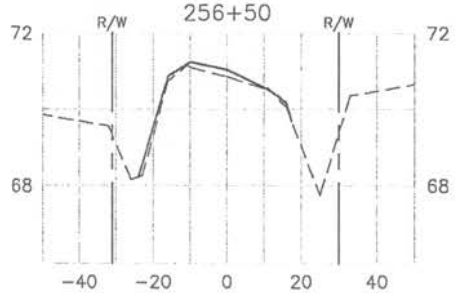
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

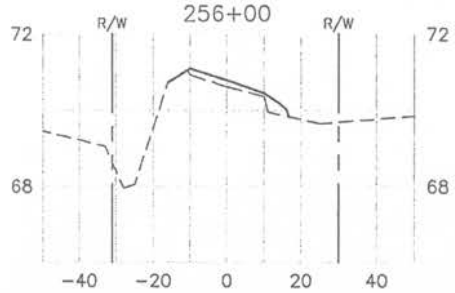
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CROSS SECTIONS

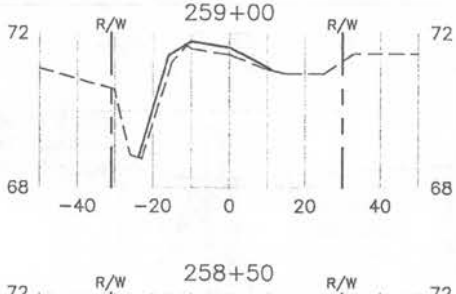
SHEET NUMBER
C-74

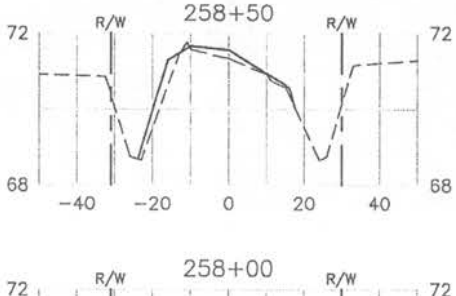
Drawing name: K:\OCA_TPTO\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Const\98-77-X-Sections.dwg C-74 May 28, 2010 3:55pm by: darryl.courtney
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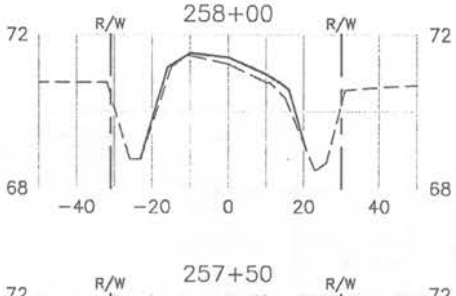


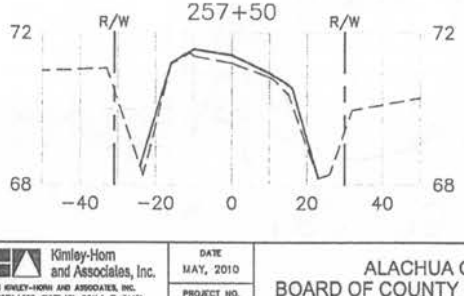


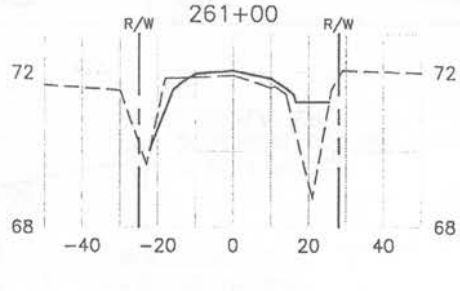


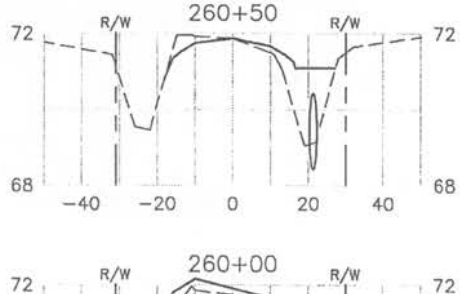


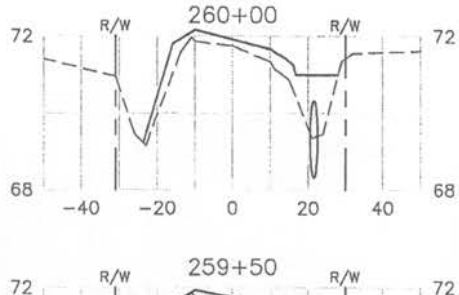


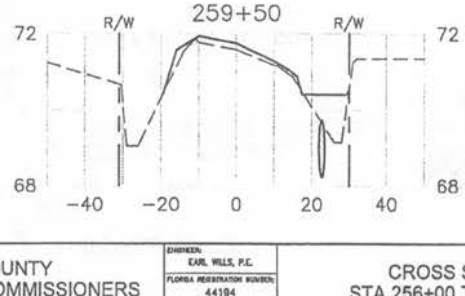














MAY 27 2010

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
256+00	71.12	70.87	70.62
256+50	71.30	71.05	70.80
257+00	71.54	71.29	71.04
257+50	71.63	71.38	71.13
258+00	71.68	71.43	71.18
258+50	71.78	71.53	71.28
259+00	71.87	71.62	71.37
259+50	72.02	71.77	71.52
260+00	72.18	71.93	71.68
260+50	72.18	72.06	71.86
261+00	72.03	72.11	71.91

SCALE:
HORIZ – 1"=30'
VERT. – 1"=3'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

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PHONE: 352-671-8451 FAX: 352-671-8420
www.kimley-horn.com CA 00000096

DATE: MAY, 2010
PROJECT NO.: 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
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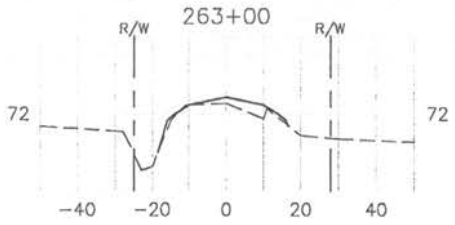
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

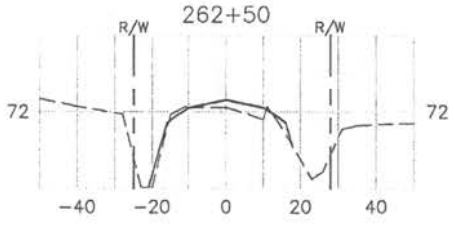
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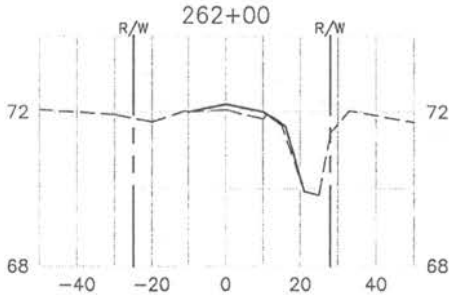
SHEET NUMBER: C-75

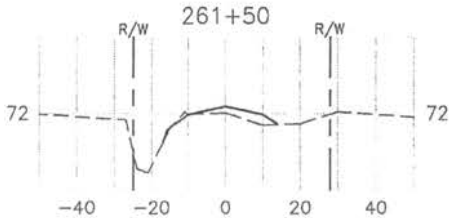
Drawing name: K:\OCA_TPTO\042551004 - CR325 Resurfacing US301 to CR 346\CADD\Const\09-77-3-Sections.dwg C-75 May 26, 2010 3:59pm by: darryl.courtney

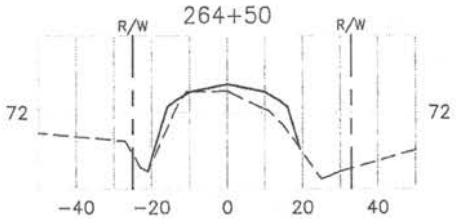
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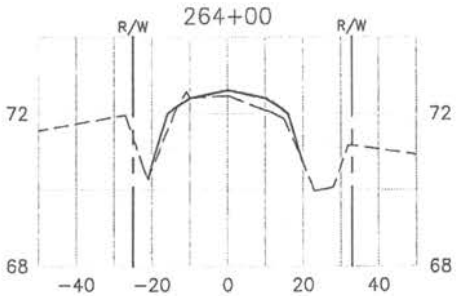


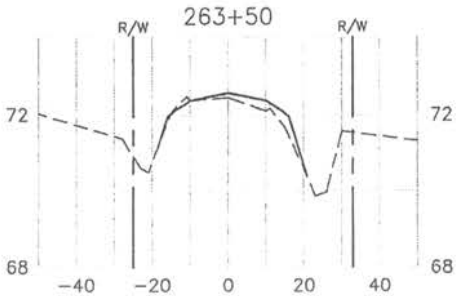


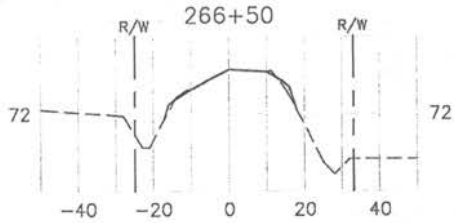


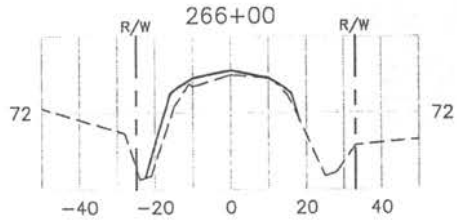


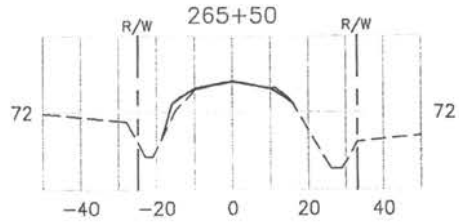


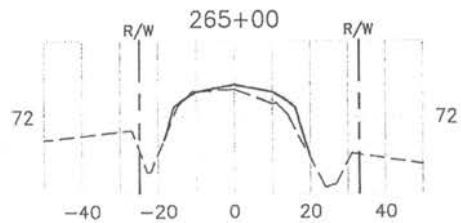












CHARLES EARL WILLS
LICENSE
No. 44194
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

MAY 2 7 2010

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
261+50	72.15	72.35	72.15
262+00	72.19	72.39	72.19
262+50	72.29	72.49	72.29
263+00	72.42	42.62	72.42
263+50	72.54	72.74	72.54
264+00	72.58	72.78	72.58
264+50	72.73	72.93	72.73
265+00	72.82	73.02	72.82
265+50	72.80	73.00	72.80
266+00	73.09	73.29	73.09
266+50	72.82	73.34	73.28

SCALE:
HORIZ – 1"=30'
VERT. – 1"=3'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

Kimley-Horn and Associates, Inc.
© 2010 KIMLEY-HORN AND ASSOCIATES, INC.
1231 SE 25TH LOOP, SUITE 101, OCALA, FL 34471
PHONE: 352-671-8451 FAX: 352-671-8439
www.kimley-horn.com CA 00000696

DATE: MAY, 2010
PROJECT NO. 042551004

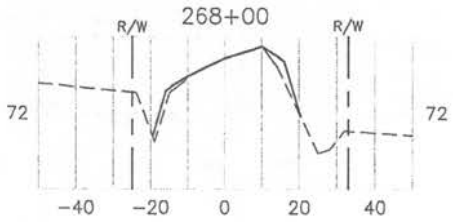
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

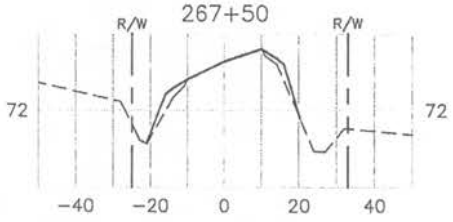
ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

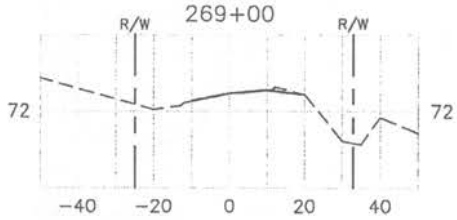
CROSS SECTIONS
STA 261+50 TO STA 266+50

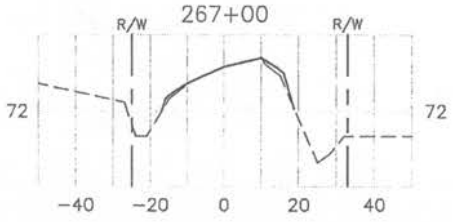
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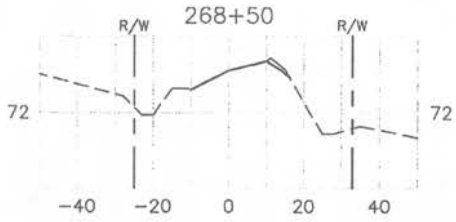
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PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
267+00	72.92	73.35	73.58
267+50	73.01	73.48	73.80
268+00	73.16	73.63	73.94
268+50	72.79	73.29	73.53
269+00	72.40	72.65	72.74

SCALE:
HORIZ – 1"=30'
VERT. – 1"=3'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY: D.COURTNEY
DRAWN BY: D.COURTNEY
CHECKED BY: E.WILLS

Kimley-Horn and Associates, Inc.
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1331 SE 25TH LOOP, SUITE 100, OCALA, FL 34471
PHONE: 352-671-9451 FAX: 352-671-9439
www.kimley-horn.com CA 00000696

DATE: MAY, 2010
PROJECT NO.: 042551004

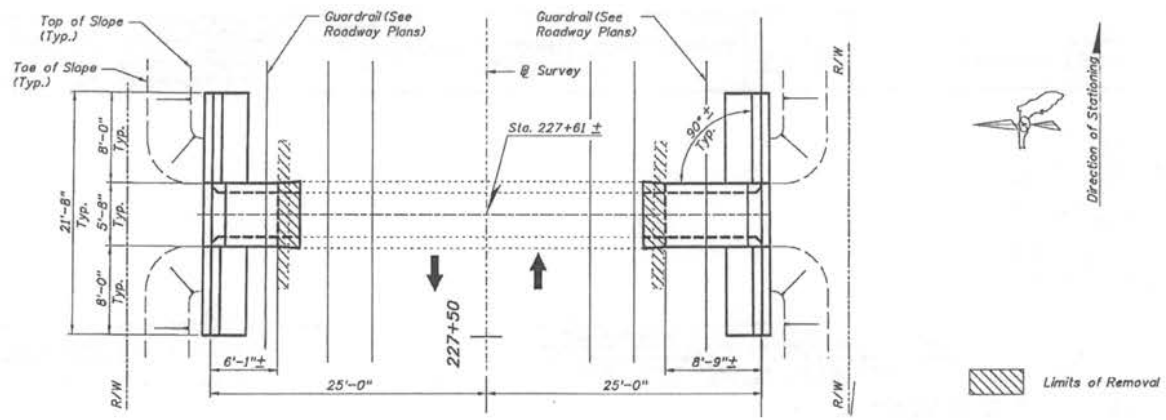
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

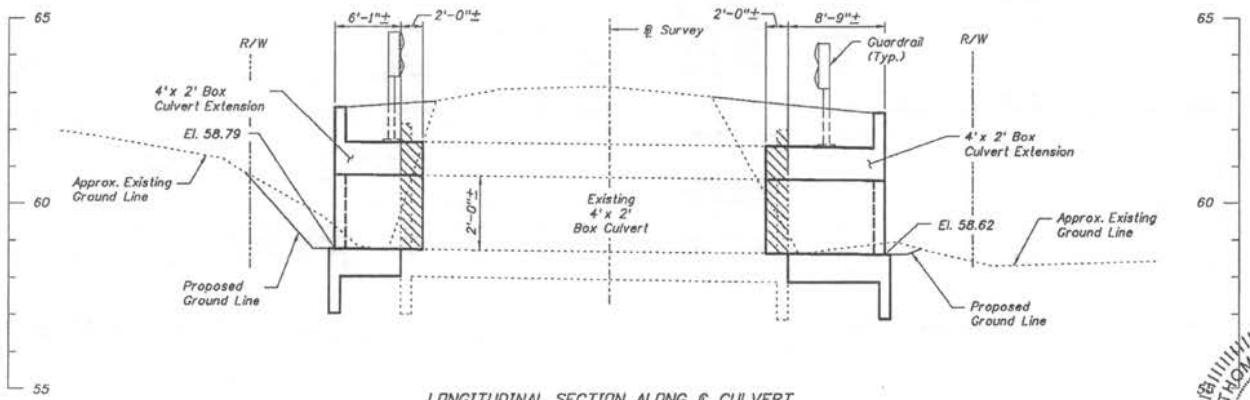
CROSS SECTIONS
STA 267+00 TO STA 269+00

SHEET NUMBER: C-77

Drawing name: K:\OCA_TPTO\042551004 - ER325 Resurfacing US301 to CR 344\CADD\Civil\08-77-X-Sections.dwg C-77 May 26, 2010 3:55pm by: darryl.courtney
No document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PLAN



LONGITUDINAL SECTION ALONG ℄ CULVERT

Notes:

1. Work these details with 2006 FDOT Design Standards, Index 280 and 290.
2. For installation of guardrail posts at box culvert, see 2006 FDOT Design Standards, Index No. 400.

THOMAS W. FARNAN LICENSE No. 49143 STATE OF FLORIDA PROFESSIONAL ENGINEER

				SCALE: N/A DESIGNED BY: AMB DRAWN BY: AMB CHECKED BY: TWF	Kimley-Horn and Associates, Inc.	DATE: June 2008 PROJECT NO. 042551004	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS ALACHUA FLORIDA
No.	REVISIONS	DATE	BY				

DESIGN ENGINEER: Thomas W. Farnan, P.E. FLORIDA REGISTRATION NUMBER: 49143 DATE:	BOX CULVERT DETAIL STA. 227+61 (1 OF 3)	SHEET NUMBER: C-78

6/17/08 FLORIDA DEPARTMENT OF TRANSPORTATION 9:04:09

BOX CULVERT AND WINGWALL DESIGN VERSION NO. 2.43
ENGLISH OUTPUT

PROJECT NUMBER : LOCATION DESCRIPTION : STA. 227+61 LEFT EXTENSION
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

MATERIAL PROPERTIES

STEEL YIELD STRENGTH = 60. KSI
CONCRETE 28 DAY STREN.= 5500. PSI
DESIGN F'C = 5500. PSI

CONCRETE COVER FOR REINFORCING BARS

BARREL EXT. COVER: TOP SL.= 3 IN; BOT. SL.= 3 IN; WALL= 3 IN
BARREL INT. COVER: ALL LOC.= 3 IN
WINGWALL : ALL LOC.= 3 IN

PROPERTIES OF ELEMENTS

BARREL : NO. OF BARREL(S) = 1; SPAN= 4 FT 0 IN; HEIGHT = 2 FT 0 IN; DEPTH OF FILL = 2 FT 0 IN
LENGTH AT BOX CENTER LINE = 8 FT 1 IN; LEFT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 5 FT 8 IN
RIGHT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 5 FT 8 IN
THKNSS.: TOP SL. = 10 IN; BOTTOM SL. = 10 IN; EXT. WALL = 10 IN; INT. WALL = 0 FT 0 IN

WINGWALL: NO. OF WINGWALL(S) LEFT SIDE ONLY NO. OF HEADWALL(S) LEFT SIDE ONLY

TOP BEVEL = 6 IN; SIDE BEVEL = 6 IN;
WALL HEIGHT = 3 FT 10 IN; FOOTING WIDTH = 4 FT 0 IN; HEEL DIMENSION = 2 FT 5 IN;
TOE DIMENSION = 9 IN; WALL THICKNESS = 10 IN; FOOTING THICKNESS = 10 IN;
TOE PRESSURE = 416. psf

LEFT FR. SKEW ANGLE = 0 DEGREE.; LENGTH = 8 FT 0 IN + 0 FT 0 IN***; FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

LEFT BK. SKEW ANGLE = 180 DEGREE.; LENGTH = 8 FT 0 IN + 0 FT 0 IN***; FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

TOTAL WINGWALL LENGTH WITH BARREL WIDTH : LEFT = 21 FT 8 IN; RIGHT = 5 FT 8 IN

CONCRETE QUANTITIES

BARREL : POUR 1 (BOTTOM SLAB) = .185 C.Y./FT.; POUR 2 (WALLS) = .103 C.Y./FT.; POUR 3 (TOP SLAB) = .186 C.Y./FT.
POUR 4 (HEADWALLS) = .262 C.Y. TOTAL (EXCLUDE HEADWALL) = .474 C.Y./FT.

WINGWALL: POUR 1 (FOOTING***) = 2.454 C.Y.; POUR 2 (WALLS) = 1.894 C.Y.; TOTAL = 4.388 C.Y.

TOTAL CONCRETE QUANTITIES

BARREL = 2.685 C.Y.; WINGWALL = 4.388 C.Y.; TOTAL = 7.053 C.Y.

* SKEWED WINGWALL LENGTH MEASURED ON CENTER LINE FROM CONSTRUCTION JOINT
** DISTANCE FROM OUTSIDE EDGE OF BARREL EXTERIOR WALL TO CONSTRUCTION JOINT OR CENTER LINE OF WINGWALL
*** INCLUDE TOE AND KEY AT BARREL ENDS
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

STEEL QUANTITIES AND BAR SCHEDULE

BARREL QUANTITIES:

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	QUANTITY (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)	D LENGTH (FT-IN)
TOP SLAB	A100	13 4		0- 6	1	5- 2	45			
BOT SLAB	A200	5 4		0- 8	1	5- 2	17			
CORNER (TOP)	A1	8 4		0- 9 1/2	11	10- 0	53	5- 2	2- 5	2- 5
CORNER (BOTTOM)	A2	5 4		0- 9 1/2	11	10- 0	33	5- 2	2- 5	2- 5
EXTERIOR WALL (INSIDE)	B1	16 4		0- 9 1/2	1	3- 2	34			
LONGITUDINAL	C1	20 (1) 4		1- 6	1	5- 8	76			
LONGITUDINAL	C3	3 (1) 4		1- 6	1	5- 8	76			
LONGITUDINAL	C2	4 (1) 4		1- 0	1	5- 8	15			
HEADWALL LEFT SIDE	G1	2 (1) 4		SEE INDEX	1	5- 4	7			
HEADWALL LEFT SIDE	P	6 4		1- 0	11	3- 4	13	0-11	1- 4	1- 1

PER FOOT BARREL STEEL QUANTITY = 48. LBS./FOOT
TOTAL BARREL STEEL QUANTITY = 299 LBS.

WINGWALL QUANTITIES: ENGLISH OUTPUT

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	WEIGHT (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)
STEM-LEFT FRONT	F1	6 4		1- 5 1/2	10	5- 2	21	1- 0	4- 2
STEM-LEFT BACK	F2	6 4		1- 5 1/2	10	5- 2	21	1- 0	4- 2
STEM-LEFT FRONT	J1	6 4		1- 5 1/2	1	3-11	16		
STEM-LEFT BACK	J2	6 4		1- 5 1/2	1	3-11	16		
STEM - LEFT FRONT	K1	6 4		1- 6	1	7- 6	30		
STEM - LEFT BACK	K2	6 4		1- 6	1	7- 6	30		
FOOTING - LEFT FRONT	FX1	4 4		SEE INDEX	1	7- 6	20		
FOOTING - LEFT BACK	FX2	4 4		SEE INDEX	1	7- 6	20		
FOOTING-LEFT FRONT	L1	6 4		1- 5 1/2	1	3- 6	14		
FOOTING-LEFT BACK	L2	6 4		1- 5 1/2	1	3- 6	14		
FOOTING LEFT SIDE	W	2 (1) 4		SEE INDEX	1	21- 2	28		
STEM TO BARREL DOWELS	N **	8 6		1- 0	10	6- 0	72	3- 0	3- 0
FOOTING SPILLWAY	R	6 4		1- 0	1	2- 1	8		

PER FOOT WINGWALL STEEL QUANTITY = 15. LBS./FOOT
TOTAL WINGWALL STEEL QUANTITY = 310 LBS.

* LENGTH IS THE SUM OF BAR LENGTH AT BEGINNING/TOP AND ENDING/BOTTOM OF WINGWALL, NUMBER OF BAR IS THE AMOUNT REQUIRED FOR THIS SUMMATION OF LENGTH. B AND C LENGTH IS FOR THE FIRST BAR OF WINGWALL CLOSE TO THE JOINT OF WINGWALL AND BARREL.
** FOR SKEWED WINGS BEND BARS R TO ACCOMMODATE SKEW, PROVIDE FOR 3 FT. OF BAR IN THE WINGWALL AND HEADWALL.

TOTAL STEEL QUANTITIES

BARREL	299 LBS.
WINGWALL	310 LBS.
TOTAL	609 LBS.

THOMAS W. FARNAN LICENSE No. 49143 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	REVISIONS	DATE	BY

SCALE N/A
DESIGNED BY AWD
DRAWN BY AWD
CHECKED BY TWF

Kimley-Horn and Associates, Inc.
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1555 PALM BEACH LAKES BLVD., SUITE 800, WEST PALM BEACH, FL 33401
PHONE: (561) 845-0665 FAX: (561) 640-8119
WWW.KIMLEY-HORN.COM CA #00000696

DATE June 2008
PROJECT NO. 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: Thomas W. Farnan, P.E.
FLORIDA REGISTRATION NUMBER: 49143
DATE:

BOX CULVERT DETAIL
STA. 227+61 (2 OF 3)

SHEET NUMBER C-79

6/17/08 FLORIDA DEPARTMENT OF TRANSPORTATION 9:04:26

BOX CULVERT AND WINGWALL DESIGN
ENGLISH OUTPUT
VERSION NO. 2.43

PROJECT NUMBER :

LOCATION DESCRIPTION : STA. 227+61 RIGHT EXTENSION
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

MATERIAL PROPERTIES

STEEL YIELD STRENGTH = 60. KSI
CONCRETE 28 DAY STREN.= 5500. PSI
DESIGN F'C = 5500. PSI

CONCRETE COVER FOR REINFORCING BARS

BARREL EXT. COVER: TOP SL.= 3 IN; BOT. SL.= 3 IN;WALL= 3 IN
BARREL INT. COVER:ALL LOC.= 3 IN
WINGWALL :ALL LOC.= 3 IN

PROPERTIES OF ELEMENTS

BARREL :NO. OF BARRELS) = 1; SPAN= 4 FT 0 IN; HEIGHT = 2 FT 0 IN;DEPTH OF FILL = 2 FT 0 IN
LENGTH AT BOX CENTER LINE = 8 FT 9 IN; LEFT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 5 FT 8 IN
RIGHT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 5 FT 8 IN
THKNSS.:TOP SL. = 10 IN; BOTTOM SL. = 10 IN;EXT. WALL = 10 IN; INT. WALL = 0 FT 0 IN

WINGWALL:NO. OF WINGWALLS) RIGHT SIDE ONLY NO. OF HEADWALLS) RIGHT SIDE ONLY

TOP BEVEL = 6 IN; SIDE BEVEL = 6 IN;
WALL HEIGHT = 3 FT 10 IN; FOOTING WIDTH = 4 FT 0 IN; HEEL DIMENSION = 2 FT 5 IN;
TOE DIMENSION = 5 IN; WALL THICKNESS = 10 IN; FOOTING THICKNESS = 10 IN;
TOE PRESSURE = 416. psf

RIGHT FR. SKEW ANGLE = 0 DEGREE.; LENGTH = 8 FT 0 IN+ (0 FT 0 IN***); FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

RIGHT BK. SKEW ANGLE = 180 DEGREE.; LENGTH = 8 FT 0 IN+ (0 FT 0 IN***); FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

TOTAL WINGWALL LENGTH WITH BARREL WIDTH : LEFT = 5 FT 8 IN; RIGHT = 21 FT 8 IN

CONCRETE QUANTITIES

BARREL : POUR 1 (BOTTOM SLAB) = .185 C.Y./FT.; POUR 2 (WALLS) = .103 C.Y./FT.; POUR 3 (TOP SLAB) = .186 C.Y./FT.
POUR 4 (HEADWALLS) = .262 C.Y. TOTAL (EXCLUDE HEADWALL) = .474 C.Y./FT.

WINGWALL: POUR 1 (FOOTING***) = 2.494 C.Y.; POUR 2 (WALLS) = 1.894 C.Y.; TOTAL = 4.388 C.Y.

TOTAL CONCRETE QUANTITIES

BARREL = 3.931 C.Y.; WINGWALL = 4.388 C.Y.; TOTAL = 8.319 C.Y.

* SKEWED WINGWALL LENGTH MEASURED ON CENTER LINE FROM CONSTRUCTION JOINT
** DISTANCE FROM OUTSIDE EDGE OF BARREL EXTERIOR WALL TO CONSTRUCTION JOINT OR CENTER LINE OF WINGWALL
*** INCLUDE TOE AND KEY AT BARREL ENDS

ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

STEEL QUANTITIES AND BAR SCHEDULE

BARREL QUANTITIES:

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	QUANTITY (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)	D LENGTH (FT-IN)
TOP SLAB	A100	18	4	0- 6	1	5- 2	62			
BOT SLAB	AB00	9	4	0- 8	1	5- 2	31			
CORNER (TOP)	A1	11	4	0- 9 1/2	11	10- 0	73	5- 2	2- 5	2- 5
CORNER (BOTTOM)	A2	8	4	0- 9 1/2	11	10- 0	53	5- 2	2- 5	2- 5
EXTERIOR WALL (INSIDE)	B1	22	4	0- 9 1/2	1	3- 2	47			
LONGITUDINAL	C1	20 (1)	4	1- 6	1	8- 5	113			
LONGITUDINAL	C3	3 (1)	4	1- 6	1	8- 5	113			
LONGITUDINAL	C2	4 (1)	4	1- 0	1	8- 5	88			
HEADWALL RIGHT SIDE	D2	2 (1)	4	SEE INDEX	1	5- 4	7			
HEADWALL RIGHT SIDE	P	6	4	1- 0	11	3- 4	13	0-11	1- 4	1- 1

PER FOOT BARREL STEEL QUANTITY = 48. LBS./FOOT
TOTAL BARREL STEEL QUANTITY = 432 LBS.

WINGWALL QUANTITIES: ENGLISH OUTPUT

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	WEIGHT (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)
STEM-RIGHT FRONT	F3	6	4	1- 5 1/2	10	5- 2	21	1- 0	4- 2
STEM-RIGHT BACK	F4	6	4	1- 5 1/2	10	5- 2	21	1- 0	4- 2
STEM-RIGHT FRONT	J3	6	4	1- 5 1/2	1	3-11	16		
STEM-RIGHT BACK	J4	6	4	1- 5 1/2	1	3-11	16		
STEM - RIGHT FRONT	K3	6	4	1- 6	1	7- 6	30		
STEM - RIGHT BACK	K4	6	4	1- 6	1	7- 6	30		
FOOTING - RIGHT FRONT	FK3	4	4	SEE INDEX	1	7- 6	20		
FOOTING - RIGHT BACK	FK4	4	4	SEE INDEX	1	7- 6	20		
FOOTING-RIGHT FRONT	L3	6	4	1- 6	1	3- 6	14		
FOOTING-RIGHT BACK	L4	6	4	1- 6	1	3- 6	14		
FOOTING RIGHT SIDE	W2	2 (1)	4	SEE INDEX	1	21- 2	88		
STEM TO BARREL DOWELS	N **	8	6	1- 0	10	6- 0	72	3- 0	3- 0
FOOTING SPILLWAY	R	6	4	1- 0	1	2- 1	8		

PER FOOT WINGWALL STEEL QUANTITY = 15. LBS./FOOT
TOTAL WINGWALL STEEL QUANTITY = 310 LBS.

* LENGTH IS THE SUM OF BAR LENGTH AT BEGINNING/TOP AND ENDING/BOTTOM OF WINGWALL, NUMBER OF BAR IS THE AMOUNT REQUIRED FOR THIS SUMMATION OF LENGTH. B AND C LENGTH IS FOR THE FIRST BAR OF WINGWALL CLOSE TO THE JOINT OF WINGWALL AND BARREL.
** FOR SKEWED WINGS BEND BARS R TO ACCOMMODATE SKEW, PROVIDE FOR 3 FT. OF BAR IN THE WINGWALL AND HEADWALL.

TOTAL STEEL QUANTITIES

BARREL	432 LBS.
WINGWALL	310 LBS.
TOTAL	742 LBS.

THOMAS W. FARNAN LICENSE No. 49143 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	REVISIONS	DATE	BY

SCALE N/A
DESIGNED BY AMB
DRAWN BY AMB
CHECKED BY TWF

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WWW.KIMLEY-HORN.COM CA 0000636

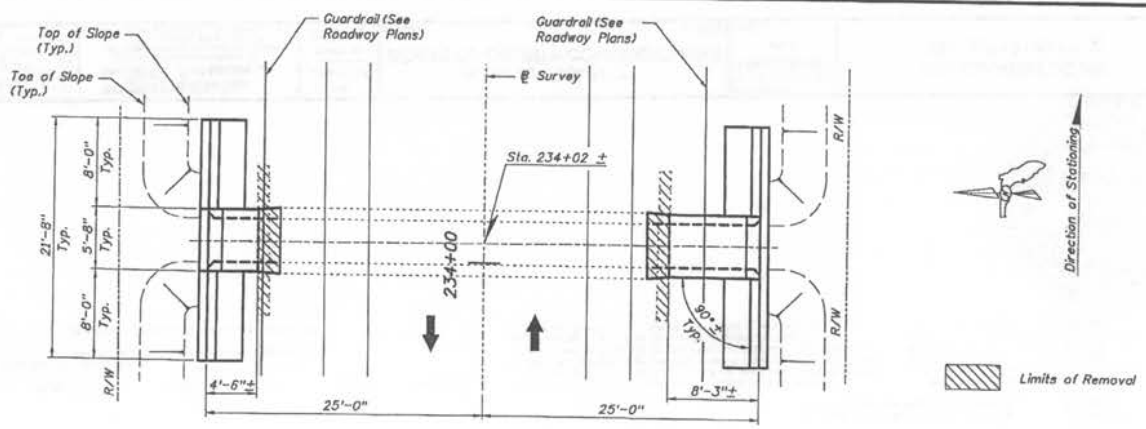
DATE June 2008
PROJECT NO. 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

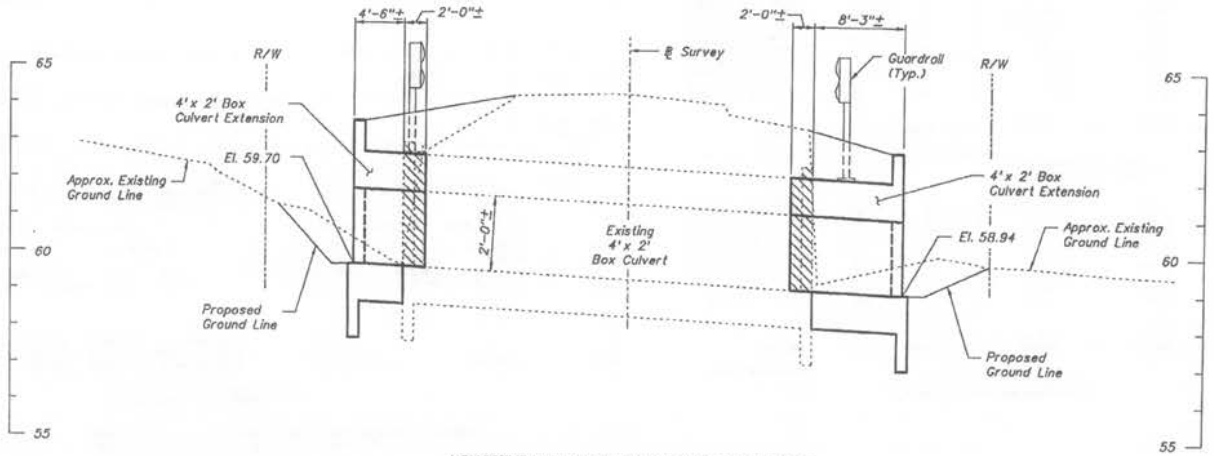
DESIGN ENGINEER: Thomas W. Farnan, P.E.
FLORIDA REGISTRATION NUMBER: 49143
DATE:

BOX CULVERT DETAIL
STA. 227+61 (3 OF 3)

SHEET NUMBER
C-80



PLAN



LONGITUDINAL SECTION ALONG ℄ CULVERT

Notes:

For Notes, see Sheet C-78.

THOMAS W. FARNAN
LICENSE
No. 49143
STATE OF FLORIDA
PROFESSIONAL ENGINEER

		SCALE: N/A DESIGNED BY: AMB DRAWN BY: AMB CHECKED BY: TWF	Kimley-Horn and Associates, Inc. © 2008 KIMLEY-HORN AND ASSOCIATES, INC. 4581 EMBARCADERO DRIVE, WEST PALM BEACH, FL 33407 PHONE (561) 615-0660 FAX (561) 640-8175 WWW.KIMLEY-HORN.COM CA 00000336	DATE: June 2008 PROJECT NO. 042551004	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS ALACHUA FLORIDA	DESIGN ENGINEER: Thomas W. Farnan, P.E. FLORIDA REGISTRATION NUMBER: 49143 DATE:	BOX CULVERT DETAIL STA. 234+02 (1 OF 3)	SHEET NUMBER C-81
No.	REVISIONS	DATE BY					

6/17/08 FLORIDA DEPARTMENT OF TRANSPORTATION 9:05:27

BOX CULVERT AND WINGWALL DESIGN VERSION NO. 2.43
ENGLISH OUTPUT

PROJECT NUMBER :

LOCATION DESCRIPTION : STA. 234+02 LEFT EXTENSION
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

MATERIAL PROPERTIES

STEEL YIELD STRENGTH = 60. KSI
CONCRETE 28 DAY STREN.= 3500. PSI
DESIGN F'C = 3500. PSI

CONCRETE COVER FOR REINFORCING BARS

BARREL EXT. COVER: TOP SL.= 3 IN; BOT. SL.= 3 IN; WALL= 3 IN
BARREL INT. COVER: ALL LOC.= 3 IN
WINGWALL : ALL LOC.= 3 IN

PROPERTIES OF ELEMENTS

BARREL : NO. OF BARREL(S) = 1; SPAN= 4 FT 0 IN; HEIGHT = 2 FT 0 IN; DEPTH OF FILL = 2 FT 0 IN
LENGTH AT BOX CENTER LINE = 4 FT 6 IN; LEFT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 5 FT 8 IN
RIGHT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 5 FT 8 IN
THKSS.: TOP SL. = 10 IN; BOTTOM SL. = 10 IN; EXT. WALL = 10 IN; INT. WALL = 0 FT 0 IN

WINGWALL: NO. OF WINGWALLS(S) LEFT SIDE ONLY NO. OF HEADWALLS(S) LEFT SIDE ONLY

TOP BEVEL	=	6 IN	SIDE BEVEL	=	6 IN		
WALL HEIGHT	= 3 FT	10 IN	FOOTING WIDTH	= 4 FT	0 IN	HEEL DIMENSION = 2 FT	6 IN
TOE DIMENSION	=	9 IN	WALL THICKNESS	=	10 IN	FOOTING THICKNESS =	10 IN
TOE PRESSURE	=	416. psf					

LEFT FR. SKEW ANGLE = 0 DEGREE.; LENGTH = 8 FT 0 IN* (0 FT 0 IN**); FRONT TIP HT. = 3 FT 10 IN
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.
TOTAL = 2.194 C.Y.

LEFT BK. SKEW ANGLE = 180 DEGREE.; LENGTH = 8 FT 0 IN* (0 FT 0 IN**); FRONT TIP HT. = 3 FT 10 IN
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.
TOTAL = 2.194 C.Y.

TOTAL WINGWALL LENGTH WITH BARREL WIDTH : LEFT = 21 FT 8 IN; RIGHT = 5 FT 8 IN

CONCRETE QUANTITIES

BARREL : POUR 1 (BOTTOM SLAB) = .185 C.Y./FT.; POUR 2 (WALLS) = .103 C.Y./FT.; POUR 3 (TOP SLAB) = .186 C.Y./FT.
POUR 4 (HEADWALLS) = .262 C.Y. TOTAL (EXCLUDE HEADWALL) = .474 C.Y./FT.

WINGWALL: POUR 1 (FOOTINGS) = 2.494 C.Y.; POUR 2 (WALLS) = 1.894 C.Y.; TOTAL = 4.388 C.Y.

TOTAL CONCRETE QUANTITIES

BARREL = 1.916 C.Y.; WINGWALL = 4.388 C.Y.; TOTAL = 6.304 C.Y.

* SKEWED WINGWALL LENGTH MEASURED ON CENTER LINE FROM CONSTRUCTION JOINT
** DISTANCE FROM OUTSIDE EDGE OF BARREL EXTERIOR WALL TO CONSTRUCTION JOINT OR CENTER LINE OF WINGWALL
*** INCLUDE TOE AND KEY AT BARREL ENDS
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

STEEL QUANTITIES AND BAR SCHEDULE

BARREL QUANTITIES:

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	QUANTITY (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)	D LENGTH (FT-IN)
TOP SLAB	A100	9	4	0- 6	1	5- 2	31			
BOT SLAB	A200	3	4	0- 6	1	5- 2	10			
CORNER (TOP)	A1	6	4	0- 9 1/2	11	10- 0	40	5- 2	2- 5	2- 5
CORNER (BOTTOM)	A2	3	4	0- 9 1/2	11	10- 0	20	5- 2	2- 5	2- 5
EXTERIOR WALL (INSIDE)	B1	12	4	0- 9 1/2	1	3- 2	25			
LONGITUDINAL	C1	20 (1)	4	1- 6	1	4- 2	56			
LONGITUDINAL	C3	3 (1)	4	1- 6	1	4- 2	56			
LONGITUDINAL	C2	4 (1)	4	1- 0	1	4- 2	11			
HEADWALL LEFT SIDE	G1	2 (1)	4	SEE INDEX	1	5- 4	7			
HEADWALL LEFT SIDE	P	6	4	1- 0	11	3- 4	13	0-11	1- 4	1- 1

PER FOOT BARREL STEEL QUANTITY 46. LBS./FOOT
TOTAL BARREL STEEL QUANTITY 216 LBS.

WINGWALL QUANTITIES: ENGLISH OUTPUT

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	WEIGHT (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)
STEM-LEFT FRONT	F1	6	4	1- 5 1/2	10	5- 2	21	1- 0	4- 2
STEM-LEFT BACK	F2	6	4	1- 5 1/2	10	5- 2	21	1- 0	4- 2
STEM-LEFT FRONT	J1	6	4	1- 5 1/2	1	3-11	16		
STEM-LEFT BACK	J2	6	4	1- 5 1/2	1	3-11	16		
STEM - LEFT FRONT	K1	6	4	1- 6	1	7- 6	30		
STEM - LEFT BACK	K2	6	4	1- 6	1	7- 6	30		
FOOTING - LEFT FRONT	FK1	4	4	SEE INDEX	1	7- 6	20		
FOOTING - LEFT BACK	FK2	4	4	SEE INDEX	1	7- 6	20		
FOOTING-LEFT FRONT	L1	6	4	1- 5 1/2	1	3- 6	14		
FOOTING-LEFT BACK	L2	6	4	1- 5 1/2	1	3- 6	14		
FOOTING LEFT SIDE	W1	2 (1)	4	SEE INDEX	1	21- 2	28		
STEM TO BARREL DOWELS	H **	8	6	1- 0	10	6- 0	72	3- 0	3- 0
FOOTING SPILLWAY	R	6	4	1- 0	1	2- 1	8		

PER FOOT WINGWALL STEEL QUANTITY 15. LBS./FOOT
TOTAL WINGWALL STEEL QUANTITY 310 LBS.

* LENGTH IS THE SUM OF BAR LENGTH AT BEGINNING/TOP AND ENDING/BOTTOM OF WINGWALL, NUMBER OF BAR IS THE AMOUNT REQUIRED FOR THIS SUMMATION OF LENGTH. B AND C LENGTH IS FOR THE FIRST BAR OF WINGWALL CLOSE TO THE JOINT OF WINGWALL AND BARREL.
** FOR SKEWED WINGS BEND BARS H TO ACCOMMODATE SKEW, PROVIDE FOR 3 FT. OF BAR IN THE WINGWALL AND HEADWALL.

TOTAL STEEL QUANTITIES

BARREL	216 LBS.
WINGWALL	310 LBS.
TOTAL	526 LBS.

THOMAS W. FARNAN LICENSE No. 49143 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	REVISIONS	DATE	BY	SCALE N/A DESIGNED BY AMB DRAWN BY AMB CHECKED BY TWF	Kimley-Horn and Associates, Inc.	DATE June 2008 PROJECT NO. 042551004	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS ALACHUA FLORIDA

DESIGN ENGINEER Thomas W. Farnan, P.E.
FLORIDA REGISTRATION NUMBER 49143
DATE

BOX CULVERT DETAIL
STA. 234+02 (2 OF 3)

SHEET NUMBER C-82

6/17/08 FLORIDA DEPARTMENT OF TRANSPORTATION 9:05:44

BOX CULVERT AND WINGWALL DESIGN VERSION NO. 2.43
ENGLISH OUTPUT

PROJECT NUMBER :

LOCATION DESCRIPTION : STA. 234+02 RIGHT EXTENSION
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

MATERIAL PROPERTIES

STEEL YIELD STRENGTH = 60. KSI
CONCRETE 28 DAY STREN.= 3500. PSI
DESIGN F'C = 3500. PSI

CONCRETE COVER FOR REINFORCING BARS

BARREL EXT. COVER: TOP SL.= 3 IN; BOT. SL.= 3 IN; WALL= 3 IN
BARREL INT. COVER: ALL LOC.= 3 IN
WINGWALL : ALL LOC.= 3 IN

PROPERTIES OF ELEMENTS

BARREL : NO. OF BARRELS) = 1; SPAN= 4 FT 0 IN; HEIGHT = 2 FT 0 IN; DEPTH OF FILL = 2 FT 0 IN
LENGTH AT BOX CENTER LINE = 8 FT 3 IN; LEFT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 5 FT 8 IN
RIGHT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 5 FT 8 IN
THKSS.: TOP SL. = 10 IN; BOTTOM SL. = 10 IN; EXT. WALL = 10 IN; INT. WALL = 0 FT 0 IN

WINGWALL: NO. OF WINGWALLS) RIGHT SIDE ONLY NO. OF HEADWALLS) RIGHT SIDE ONLY

TOP BEVEL = 6 IN; SIDE BEVEL = 6 IN;
WALL HEIGHT = 3 FT 10 IN; FOOTING WIDTH = 4 FT 0 IN; HEEL DIMENSION = 2 FT 5 IN;
TOE DIMENSION = 9 IN; WALL THICKESS = 10 IN; FOOTING THICKNESS = 10 IN;
TOE PRESSURE = 416. psf

RIGHT FR. SKEW ANGLE = 0 DEGREE.; LENGTH = 8 FT 0 IN* (0 FT 0 IN**); FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

RIGHT BK. SKEW ANGLE = 180 DEGREE.; LENGTH = 8 FT 0 IN* (0 FT 0 IN**); FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

TOTAL WINGWALL LENGTH WITH BARREL WIDTH : LEFT = 5 FT 8 IN; RIGHT = 21 FT 8 IN

CONCRETE QUANTITIES

BARREL : POUR 1 (BOTTOM SLAB) = .185 C.Y./FT.; POUR 2 (WALLS) = .103 C.Y./FT.; POUR 3 (TOP SLAB) = .188 C.Y./FT.
POUR 4 (HEADWALLS) = .282 C.Y. TOTAL (EXCLUDE HEADWALLS) = .474 C.Y./FT.

WINGWALL: POUR 1 (FOOTINGS***) = 2.494 C.Y.; POUR 2 (WALLS) = 1.894 C.Y.; TOTAL = 4.388 C.Y.

TOTAL CONCRETE QUANTITIES

BARREL = 3.694 C.Y.; WINGWALL = 4.388 C.Y.; TOTAL = 8.082 C.Y.

* SKEWED WINGWALL LENGTH MEASURED ON CENTER LINE FROM CONSTRUCTION JOINT
** DISTANCE FROM OUTSIDE EDGE OF BARREL EXTERIOR WALL TO CONSTRUCTION JOINT OR CENTER LINE OF WINGWALL
*** INCLUDE TOE AND KEY AT BARREL ENDS
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

STEEL QUANTITIES AND BAR SCHEDULE

BARREL QUANTITIES:

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	QUANTITY (LBS)	B LENGTH (FT-IN)	C LENGTH (FT-IN)	D LENGTH (FT-IN)
TOP SLAB	A100	17 4		0- 6	1	5- 2	59			
BOT SLAB	A200	9 4		0- 6	1	5- 2	31			
CORNER (TOP)	A1	11 4		0- 9 1/2	11	10- 0	73	5- 2	2- 5	2- 5
CORNER (BOTTOM)	A2	7 4		0- 9 1/2	11	10- 0	47	5- 2	2- 5	2- 5
EXTERIOR WALL (INSIDE)	B1	22 4		0- 9 1/2	1	3- 2	47			
LONGITUDINAL	C1	20 (1) 4		1- 6	1	7-11	106			
LONGITUDINAL	C3	3 (1) 4		1- 6	1	7-11	106			
LONGITUDINAL	C2	4 (1) 4		1- 0	1	7-11	108			
HEADWALL RIGHT SIDE	G2	2 (1) 4		SEE INDEX	1	5- 4	21			
HEADWALL RIGHT SIDE	P	6 4		1- 0	11	3- 4	13	0-11	1- 4	1- 1

PER FOOT BARREL STEEL QUANTITY = 49. LBS./FOOT
TOTAL BARREL STEEL QUANTITY = 414 LBS.

WINGWALL QUANTITIES: ENGLISH OUTPUT

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	WEIGHT (LBS)	B LENGTH (FT-IN)	C LENGTH (FT-IN)
STEM-RIGHT FRONT	F3	6 4		1- 5 1/2	10	5- 8	21	1- 0	4- 2
STEM-RIGHT BACK	F4	6 4		1- 5 1/2	10	5- 8	21	1- 0	4- 2
STEM-RIGHT FRONT	J3	6 4		1- 5 1/2	1	3-11	16			
STEM-RIGHT BACK	J4	6 4		1- 5 1/2	1	3-11	16			
STEM - RIGHT FRONT	K3	6 4		1- 8	1	7- 6	30			
STEM - RIGHT BACK	K4	6 4		1- 8	1	7- 6	30			
FOOTING - RIGHT FRONT	FK3	4 4		SEE INDEX	1	7- 6	20			
FOOTING - RIGHT BACK	FK4	4 4		SEE INDEX	1	7- 6	20			
FOOTING-RIGHT FRONT	L3	6 4		1- 6	1	3- 6	20			
FOOTING-RIGHT BACK	L4	6 4		1- 6	1	3- 6	14			
FOOTING RIGHT SIDE	W2	2 (1) 4		SEE INDEX	1	21- 2	28			
STEM TO BARREL DOWELS	H **	8 6		1- 0	10	5- 0	72	3- 0	3- 0	
FOOTING SPILLWAY	M	6 4		1- 0	1	2- 1	8			

PER FOOT WINGWALL STEEL QUANTITY = 15. LBS./FOOT
TOTAL WINGWALL STEEL QUANTITY = 310 LBS.

* LENGTH IS THE SUM OF BAR LENGTH AT BEGINNING/TOP AND ENDING/BOTTOM OF WINGWALL, NUMBER OF BAR IS THE AMOUNT REQUIRED FOR THIS SUMMATION OF LENGTH. B AND C LENGTH IS FOR THE FIRST BAR OF WINGWALL CLOSE TO THE JOINT OF WINGWALL AND BARREL.
** FOR SKEWED WINGS BEND BARS H TO ACCOMMODATE SKEW, PROVIDE FOR 3 FT. OF BAR IN THE WINGWALL AND HEADWALL.

TOTAL STEEL QUANTITIES

BARREL	414 LBS.
WINGWALL	310 LBS.
TOTAL	724 LBS.

THOMAS W. FARNAN LICENSE No. 49143 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	REVISIONS	DATE	BY

SCALE N/A
DESIGNED BY AWB
DRAWN BY AWB
CHECKED BY TWF

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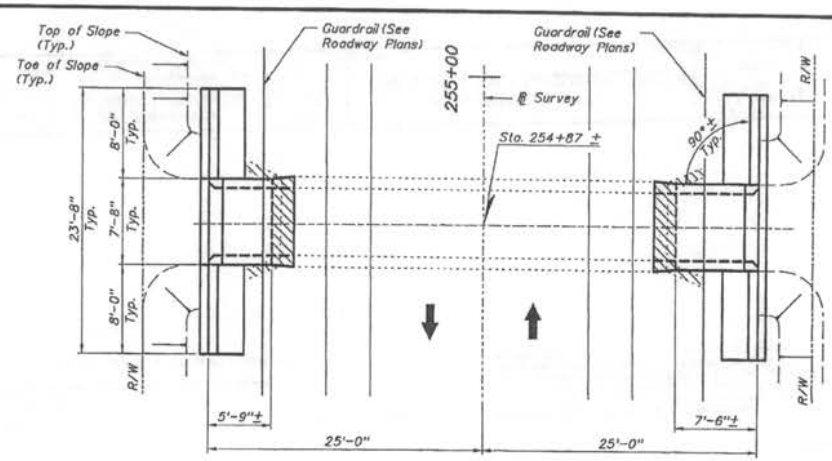
DATE June 2008
PROJECT NO. 042551068

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

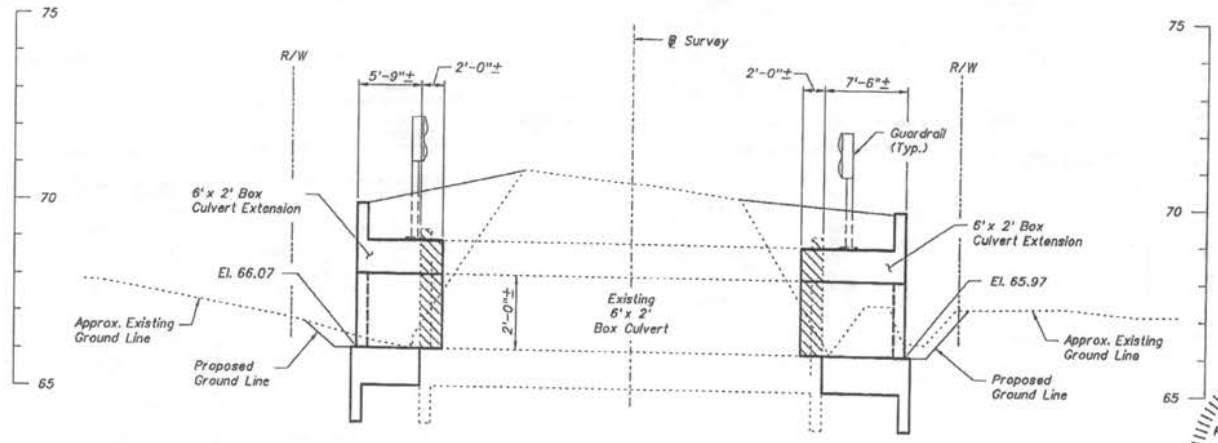
DESIGN ENGINEER: Thomas W. Farnan, P.E.
FLORIDA REGISTRATION NUMBER 49143
DATE:

BOX CULVERT DETAIL
STA. 234+02 (3 OF 3)

SHEET NUMBER C-83



PLAN



LONGITUDINAL SECTION ALONG ℄ CULVERT

Notes:

For Notes, see Sheet C-78.

THOMAS W. FARNAN * LICENSE No. 49143 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

REVISIONS	DATE	BY	SCALE: N/A DESIGNED BY: AMB DRAWN BY: AMB CHECKED BY: TWF	Kimley-Horn and Associates, Inc.	DATE: June 2008 PROJECT NO.: 042551004	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS ALACHUA FLORIDA	DESIGN ENGINEER: Thomas W. Farnan, P.E. FLORIDA REGISTRATION NUMBER: 49143 DATE:	BOX CULVERT DETAIL STA. 254+87 (1 OF 3)	SHEET NUMBER: C-84

6/17/08 FLORIDA DEPARTMENT OF TRANSPORTATION 9:06:01

BOX CULVERT AND WINGWALL DESIGN
ENGLISH OUTPUT VERSION NO. 2.43

PROJECT NUMBER :

LOCATION DESCRIPTION : STA. 254+87 LEFT EXTENSION
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

MATERIAL PROPERTIES

STEEL YIELD STRENGTH = 60. KSI
CONCRETE 28 DAY STREN.= 5500. PSI
DESIGN F'C = 5500. PSI

CONCRETE COVER FOR REINFORCING BARS

BARREL EXT. COVER: TOP SL.= 3 IN; BOT. SL.= 3 IN; WALL= 3 IN
BARREL INT. COVER: ALL LOC.= 3 IN
WINGWALL : ALL LOC.= 3 IN

PROPERTIES OF ELEMENTS

BARREL : NO. OF BARRELS) = 1; SPAN= 6 FT 0 IN; HEIGHT = 2 FT 0 IN; DEPTH OF FILL = 2 FT 0 IN
LENGTH AT BOX CENTER LINE = 5 FT 9 IN; LEFT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 7 FT 8 IN
RIGHT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 7 FT 8 IN
THKNSS.: TOP SL. = 10 IN; BOTTOM SL. = 10 IN; EXT. WALL = 10 IN; INT. WALL = 0 FT 0 IN

WINGWALL: NO. OF WINGWALLS) = LEFT SIDE ONLY; NO. OF HEADWALLS) = LEFT SIDE ONLY

TOP BEVEL = 6 IN; SIDE BEVEL = 6 IN;
WALL HEIGHT = 3 FT 10 IN; FOOTING WIDTH = 4 FT 0 IN; HEEL DIMENSION = 2 FT 5 IN;
TOE DIMENSION = 9 IN; WALL THICKNESS = 10 IN; FOOTING THICKNESS = 10 IN;
TOE PRESSURE = 416. psf

LEFT FR. SKEW ANGLE = 0 DEGREE.; LENGTH = 8 FT 0 IN*; 0 FT 0 IN***; FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

LEFT BK. SKEW ANGLE = 180 DEGREE.; LENGTH = 8 FT 0 IN*; 0 FT 0 IN***; FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

TOTAL WINGWALL LENGTH WITH BARREL WIDTH : LEFT = 23 FT 6 IN; RIGHT = 7 FT 8 IN

CONCRETE QUANTITIES

BARREL : POUR 1 (BOTTOM SLAB) = .247 C.Y./FT.; POUR 2 (WALLS) = .103 C.Y./FT.; POUR 3 (TOP SLAB) = .248 C.Y./FT.
POUR 4 (HEADWALLS) = .355 C.Y. TOTAL (EXCLUDE HEADWALL) = .598 C.Y./FT.

WINGWALL: POUR 1 (FOOTING***) = 2.494 C.Y.; POUR 2 (WALLS) = 1.894 C.Y.; TOTAL = 4.388 C.Y.

TOTAL CONCRETE QUANTITIES

BARREL = 3.141 C.Y.; WINGWALL = 4.388 C.Y.; TOTAL = 7.529 C.Y.

* SKEWED WINGWALL LENGTH MEASURED ON CENTER LINE FROM CONSTRUCTION JOINT
** DISTANCE FROM OUTSIDE EDGE OF BARREL EXTERIOR WALL TO CONSTRUCTION JOINT ON CENTER LINE OF WINGWALL
*** INCLUDE TOE AND KEY AT BARREL ENDS
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

STEEL QUANTITIES AND BAR SCHEDULE

BARREL QUANTITIES:

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	QUANTITY (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)	D LENGTH (FT-IN)
TOP SLAB	A100	11	5	0- 6 1/2	1	7- 2	82			
BOT SLAB	A200	6	4	0- 6	1	7- 2	29			
CORNER (TOP)	A1	20	4	0- 7	10	4- 9	63	2- 4	2- 5	
CORNER (BOTTOM)	A2	12	4	0- 7	10	4- 8	37	2- 3	2- 5	
EXTERIOR WALL (INSIDE)	B1	18	4	0- 9 1/2	1	3- 2	34			
LONGITUDINAL	C1	20 (1)	4	1- 6	1	5- 5	72			
LONGITUDINAL	C3	4 (1)	4	1- 6	1	5- 5	72			
LONGITUDINAL	C2	6 (1)	4	1- 1	1	5- 5	72			
HEADWALL LEFT SIDE	G1	2 (1)	4	SEE INDEX	1	7- 4	20			
HEADWALL LEFT SIDE	P	8	4	1- 0	11	3- 4	18	0-11	1- 4	1- 1

PER FOOT BARREL STEEL QUANTITY = 63. LBS./FOOT
TOTAL BARREL STEEL QUANTITY = 374 LBS.

WINGWALL QUANTITIES: ENGLISH OUTPUT

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	WEIGHT (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)
STEM-LEFT FRONT	F1	6	4	1- 5 1/2	10	5- 2	21	1- 0	4- 2
STEM-LEFT BACK	F2	6	4	1- 5 1/2	10	5- 2	21	1- 0	4- 2
STEM-LEFT FRONT	J1	6	4	1- 5 1/2	1	3-11	16			
STEM-LEFT BACK	J2	6	4	1- 5 1/2	1	3-11	16			
STEM - LEFT FRONT	K1	6	4	1- 6	1	7- 6	30			
STEM - LEFT BACK	K2	6	4	1- 6	1	7- 6	30			
FOOTING - LEFT FRONT	FK1	4	4	SEE INDEX	1	7- 6	20			
FOOTING - LEFT BACK	FK2	4	4	SEE INDEX	1	7- 6	20			
FOOTING-LEFT FRONT	L1	6	4	1- 5 1/2	1	3- 6	14			
FOOTING-LEFT BACK	L2	6	4	1- 5 1/2	1	3- 6	14			
FOOTING LEFT SIDE	W	2 (1)	4	SEE INDEX	1	23- 2	31			
STEM TO BARREL DOWELS	N **	9	6	1- 0	10	6- 0	72	3- 0	3- 0	
FOOTING SPILLWAY	A	8	4	1- 0	1	2- 1	11			

PER FOOT WINGWALL STEEL QUANTITY = 15. LBS./FOOT
TOTAL WINGWALL STEEL QUANTITY = 316 LBS.

* LENGTH IS THE SUM OF BAR LENGTH AT BEGINNING/TOP AND ENDING/BOTTOM OF WINGWALL, NUMBER OF BAR IS THE AMOUNT REQUIRED FOR THIS SUMMATION OF LENGTH. B AND C LENGTH IS FOR THE FIRST BAR OF WINGWALL CLOSE TO THE JOINT OF WINGWALL AND BARREL.
** FOR SKEWED WINGS BEND BARS K TO ACCOMMODATE SKEW, PROVIDE FOR 3 FT. OF BAR IN THE WINGWALL AND HEADWALL.

TOTAL STEEL QUANTITIES

BARREL	374 LBS.
WINGWALL	316 LBS.
TOTAL	690 LBS.

THOMAS W. FARNAN * LICENSE * No. 49143 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

NO.	REVISIONS	DATE	BY

SCALE N/A
DESIGNED BY AWB
DRAWN BY AWB
CHECKED BY TWF

Kimley-Horn and Associates, Inc.
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4582 ENGINEERING DRIVE, WEST PALM BEACH, FL 33407
PHONE (561) 845-0665 FAX (561) 863-8175
WWW.KIMLEY-HORN.COM CA 00000696

DATE June 2008
PROJECT NO. 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER Thomas W. Farnan, P.E.
FLORIDA REGISTRATION NUMBER 49143
DATE:

BOX CULVERT DETAIL
STA. 254+87 (2 OF 3)

SHEET NUMBER C-85

6/17/08 FLORIDA DEPARTMENT OF TRANSPORTATION 9:06:18

BOX CULVERT AND WINGWALL DESIGN
ENGLISH OUTPUT
VERSION NO. 2.43

PROJECT NUMBER :

LOCATION DESCRIPTION : STA. 254+87 RIGHT EXTENSION
ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

MATERIAL PROPERTIES

STEEL YIELD STRENGTH = 60. KSI
CONCRETE 28 DAY STREN.= 5500. PSI
DESIGN F'C = 5500. PSI

CONCRETE COVER FOR REINFORCING BARS

BARREL EXT. COVER: TOP SL.= 3 IN; BOT. SL.= 3 IN; WALL= 3 IN
BARREL INT. COVER: ALL LOC.= 3 IN
WINGWALL : ALL LOC.= 3 IN

PROPERTIES OF ELEMENTS

BARREL : NO. OF BARRELS) = 1; SPAN= 6 FT 0 IN; HEIGHT = 2 FT 0 IN; DEPTH OF FILL = 2 FT 0 IN
LENGTH AT BOX CENTER LINE = 7 FT 6 IN; LEFT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 7 FT 8 IN
RIGHT SIDE SKEW ANGLE = 0 DEGREE; WIDTH = 7 FT 8 IN
THKNSS.: TOP SL. = 10 IN; BOTTOM SL. = 10 IN; EXT. WALL = 10 IN; INT. WALL = 0 FT 0 IN

WINGWALL: NO. OF WINGWALLS) = 2 RIGHT SIDE ONLY
NO. OF HEADWALLS) = 2 RIGHT SIDE ONLY

TOP BEVEL = 6 IN; SIDE BEVEL = 6 IN;
WALL HEIGHT = 3 FT 10 IN; FOOTING WIDTH = 4 FT 0 IN; HEEL DIMENSION = 2 FT 5 IN;
TOE DIMENSION = 9 IN; WALL THICKNESS = 10 IN; FOOTING THICKNESS = 10 IN;
TOE PRESSURE = 416. psf

RIGHT FR. SKEW ANGLE = 0 DEGREE.; LENGTH = 8 FT 0 IN; 0 FT 0 IN; FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

RIGHT BK. SKEW ANGLE = 180 DEGREE.; LENGTH = 8 FT 0 IN; 0 FT 0 IN; FRONT TIP HT. = 3 FT 10 IN;
WALL = .947 C.Y.; FOOTING = 1.247 C.Y.;
TOTAL = 2.194 C.Y.

TOTAL WINGWALL LENGTH WITH BARREL WIDTH : LEFT = 7 FT 8 IN; RIGHT = 23 FT 8 IN

CONCRETE QUANTITIES

BARREL : POUR 1 (BOTTOM SLAB) = .847 C.Y./FT.; POUR 2 (WALLS) = .103 C.Y./FT.; POUR 3 (TOP SLAB) = .248 C.Y./FT.
POUR 4 (HEADWALLS) = .355 C.Y.; TOTAL (EXCLUDE HEADWALL) = .598 C.Y./FT.

WINGWALL: POUR 1 (FOOTING###) = 2.494 C.Y.; POUR 2 (WALLS) = 1.894 C.Y.; TOTAL = 4.388 C.Y.

TOTAL CONCRETE QUANTITIES

BARREL = 4.187 C.Y.; WINGWALL = 4.388 C.Y.; TOTAL = 8.575 C.Y.

* SKEWED WINGWALL LENGTH MEASURED ON CENTER LINE FROM CONSTRUCTION JOINT
** DISTANCE FROM OUTSIDE EDGE OF BARREL EXTERIOR WALL TO CONSTRUCTION JOINT ON CENTER LINE OF WINGWALL
*** INCLUDE TOE AND KEY AT BARREL ENDS

ENVIRONMENT : MODERATELY AGGRESSIVE, USE CLASS IV CONCRETE

STEEL QUANTITIES AND BAR SCHEDULE

BARREL QUANTITIES:

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	QUANTITY (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)	D LENGTH (FT-IN)
TOP SLAB	A100	14	5	0- 6 1/2	1	7- 2	105			
BOT SLAB	A200	10	4	0- 6	1	7- 2	48			
CORNER (TOP)	A1	28	4	0- 7	10	4- 9	82	2- 4	2- 5	
CORNER (BOTTOM)	A2	18	4	0- 7	10	4- 8	56	2- 3	2- 5	
EXTERIOR WALL (INSIDE)	B1	80	4	0- 9 1/2	1	3- 2	42			
LONGITUDINAL	C1	80 (1)	4	1- 6	1	7- 2	95			
LONGITUDINAL	C3	4 (1)	4	1- 6	1	7- 2	95			
LONGITUDINAL	C2	6 (1)	4	1- 1	1	7- 2	29			
HEADWALL RIGHT SIDE	G2	2 (1)	4	SEE INDEX	1	7- 4	10			
HEADWALL RIGHT SIDE	P	8	4	1- 0	11	3- 4	18	0-11	1- 4	1- 1

PER FOOT BARREL STEEL QUANTITY = 64. LBS./FOOT
TOTAL BARREL STEEL QUANTITY = 497 LBS.

WINGWALL QUANTITIES: ENGLISH OUTPUT

LOCATION	BAR	NUMBER SETS	SIZE	SPACING (FT-IN)	TYPE	LENGTH (FT-IN)	WEIGHT (LB)	B LENGTH (FT-IN)	C LENGTH (FT-IN)
STEM-RIGHT FRONT	F3	6	4	1- 5 1/2	10	5- 2	81	1- 0	4- 2
STEM-RIGHT BACK	F4	6	4	1- 5 1/2	10	5- 2	81	1- 0	4- 2
STEM-RIGHT FRONT	J3	6	4	1- 5 1/2	1	3-11	16			
STEM-RIGHT BACK	J4	6	4	1- 5 1/2	1	3-11	16			
STEM - RIGHT FRONT	K3	6	4	1- 6	1	7- 6	30			
STEM - RIGHT BACK	K4	6	4	1- 6	1	7- 6	30			
FOOTING - RIGHT FRONT	FK3	4	4	SEE INDEX	1	7- 6	20			
FOOTING - RIGHT BACK	FK4	4	4	SEE INDEX	1	7- 6	20			
FOOTING-RIGHT FRONT	L3	6	4	1- 6	1	3- 6	14			
FOOTING-RIGHT BACK	L4	6	4	1- 6	1	3- 6	14			
FOOTING RIGHT SIDE	H2	2 (1)	4	SEE INDEX	1	23- 2	37			
STEM TO BARREL DOWELS	H **	8	6	1- 0	10	6- 0	72	3- 0	3- 0	
FOOTING SPILLWAY	R	8	4	1- 0	1	2- 1	11			

PER FOOT WINGWALL STEEL QUANTITY = 15. LBS./FOOT
TOTAL WINGWALL STEEL QUANTITY = 316 LBS.

* LENGTH IS THE SUM OF BAR LENGTH AT BEGINNING/TOP AND ENDING/BOTTOM OF WINGWALL, NUMBER OF BAR IS THE AMOUNT REQUIRED FOR THIS SUMMATION OF LENGTH. B AND C LENGTH IS FOR THE FIRST BAR OF WINGWALL CLOSE TO THE JOINT OF WINGWALL AND BARREL.
** FOR SKEWED WINGS BEND BARS H TO ACCOMMODATE SKEW, PROVIDE FOR 3 FT. OF BAR IN THE WINGWALL AND HEADWALL.

TOTAL STEEL QUANTITIES

BARREL 497 LBS.
WINGWALL 316 LBS.
TOTAL 813 LBS.

THOMAS W. FARNAN LICENSE No. 49143 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	REVISION	DATE	BY

SCALE: N/A
DESIGNED BY: AMB
DRAWN BY: AMB
CHECKED BY: TWF

Kimley-Horn and Associates, Inc.
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1921 EMBARCADERO DRIVE, WEST PALM BEACH, FL 33407
PHONE (561) 640-0555 FAX (561) 640-8190
WWW.KIMLEY-HORN.COM CA 00000696

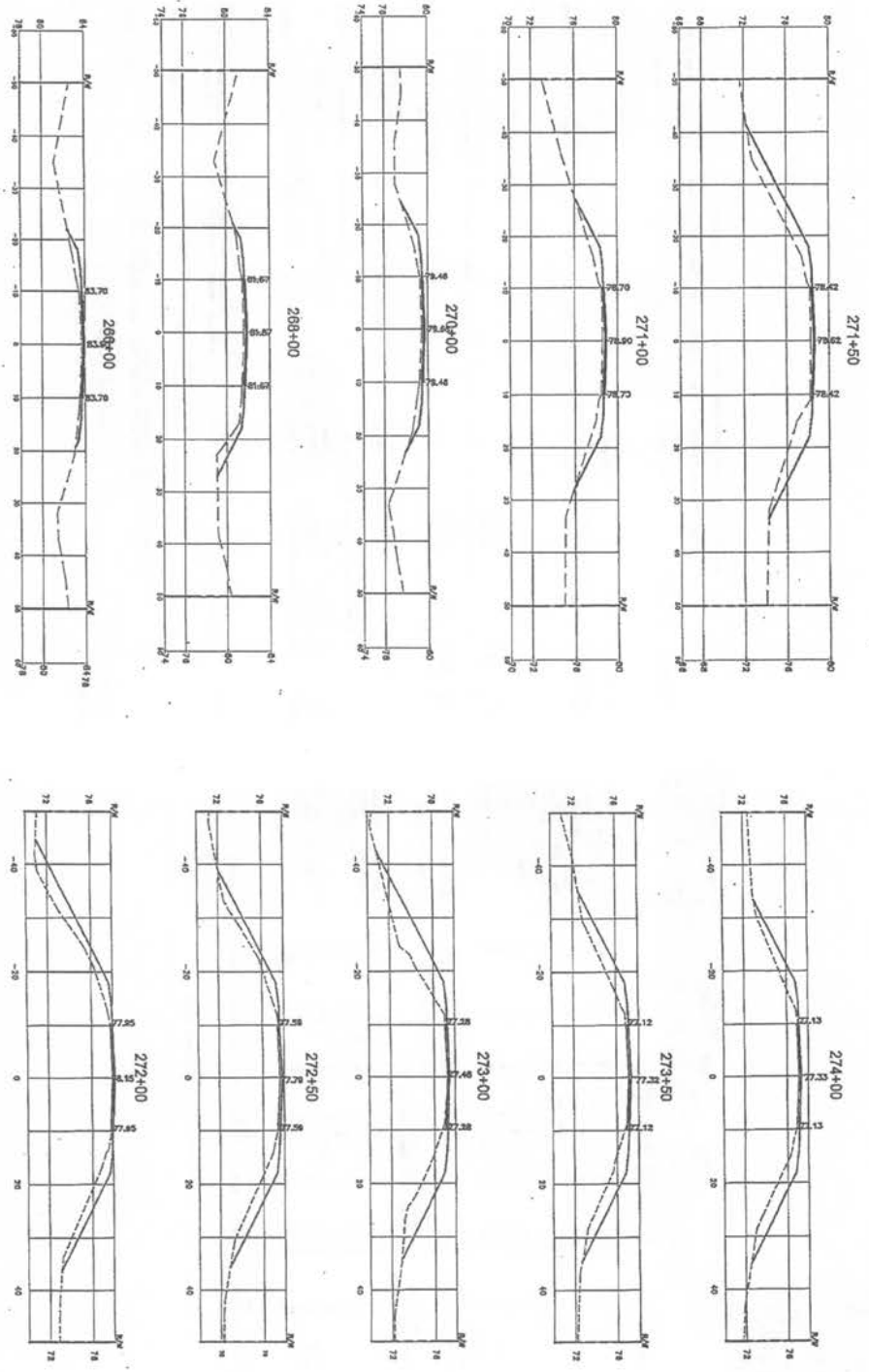
DATE: June 2008
PROJECT NO.: 042551004

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

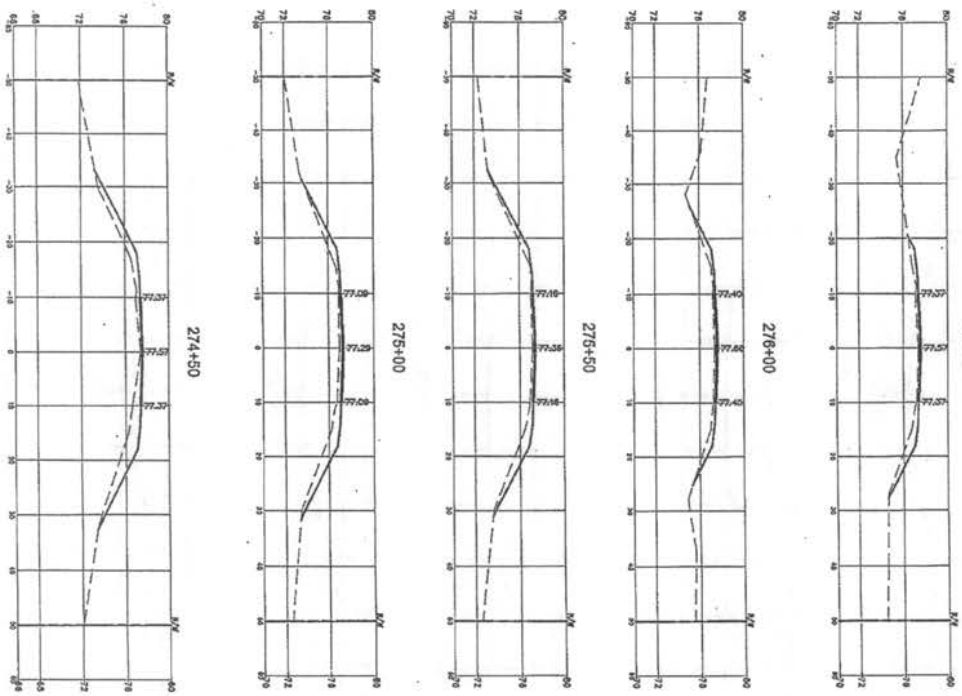
DESIGN ENGINEER: Thomas W. Farnan, P.E.
FLORIDA REGISTRATION NUMBER: 49143
DATE:

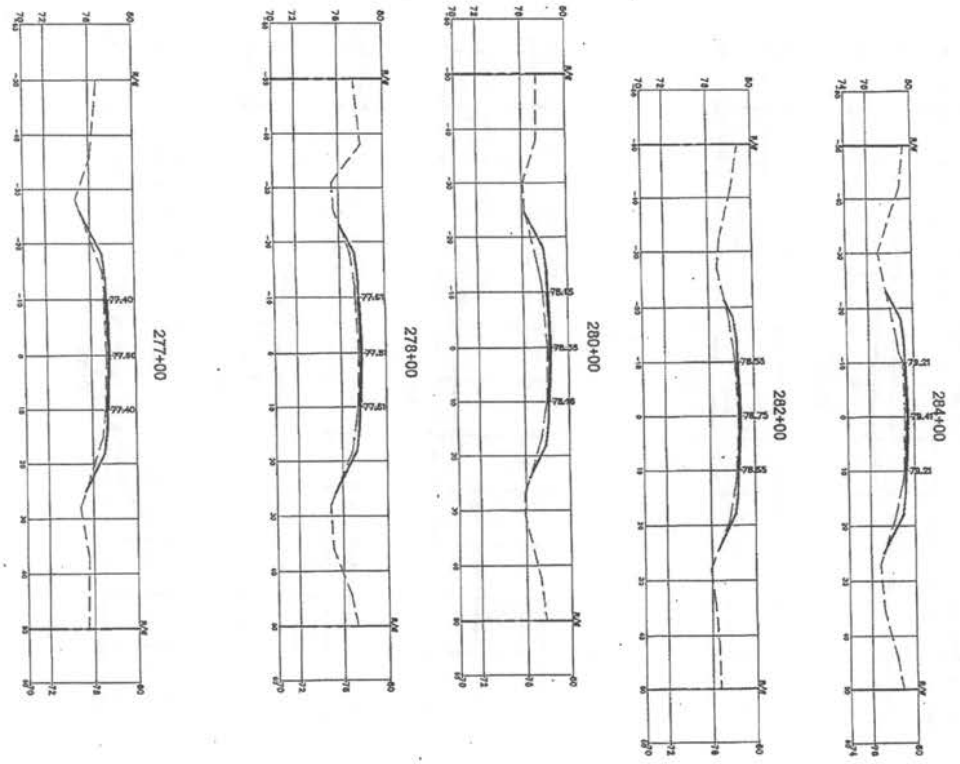
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STA. 254+87 (3 OF 3)

SHEET NUMBER: C-86

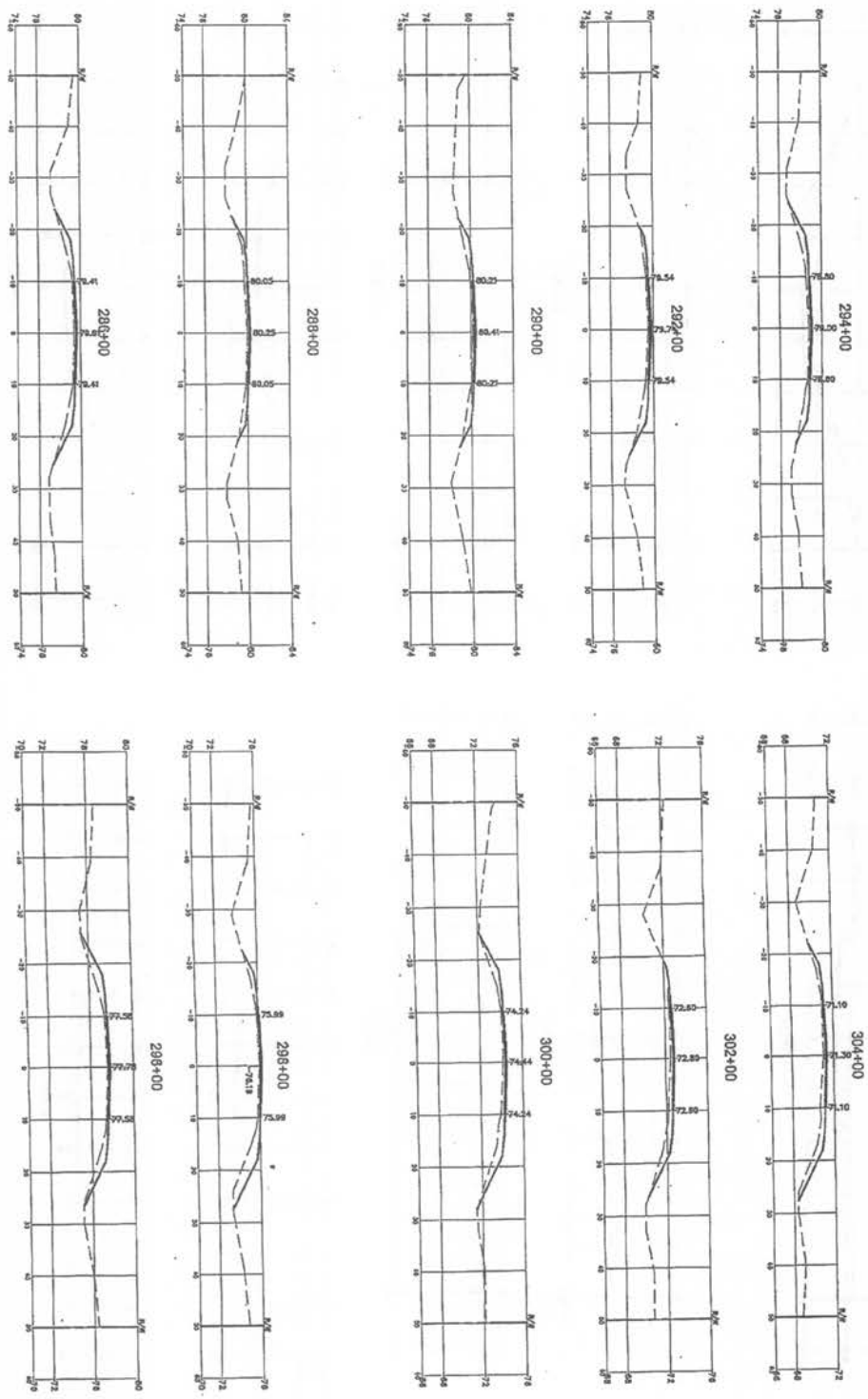


ENGINEER'S SEAL WM. DAVID GOEGANIX, P.E. FLORIDA REG. NO. 39883 DATE:	DATE: 21 MAY 2016 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE(352)-374-5249 – FAX (352)-337-6249 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 1	PROJECT # 6381 C-87

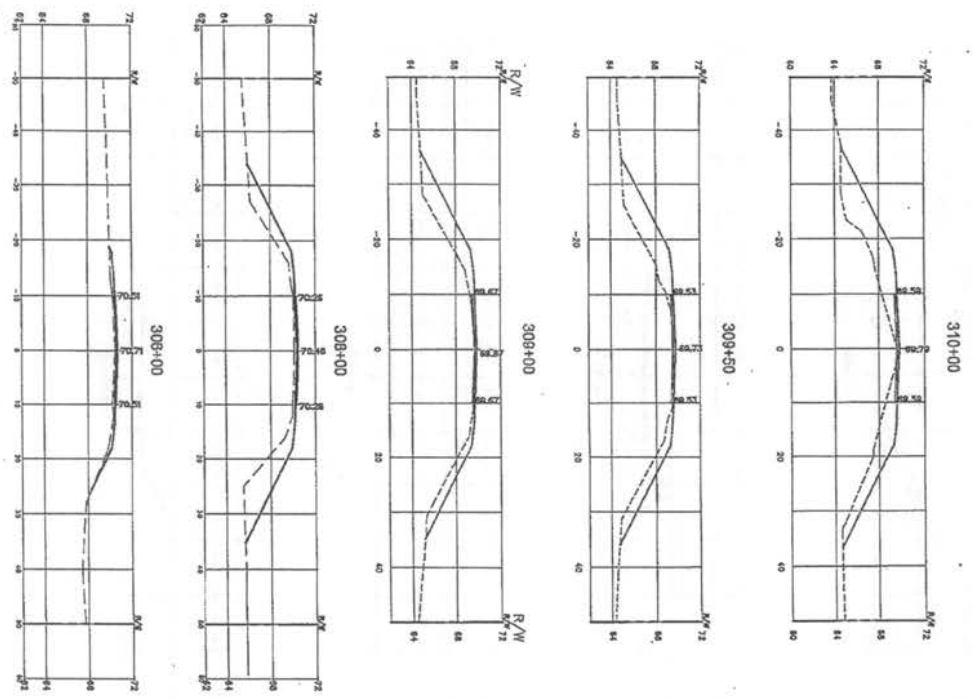


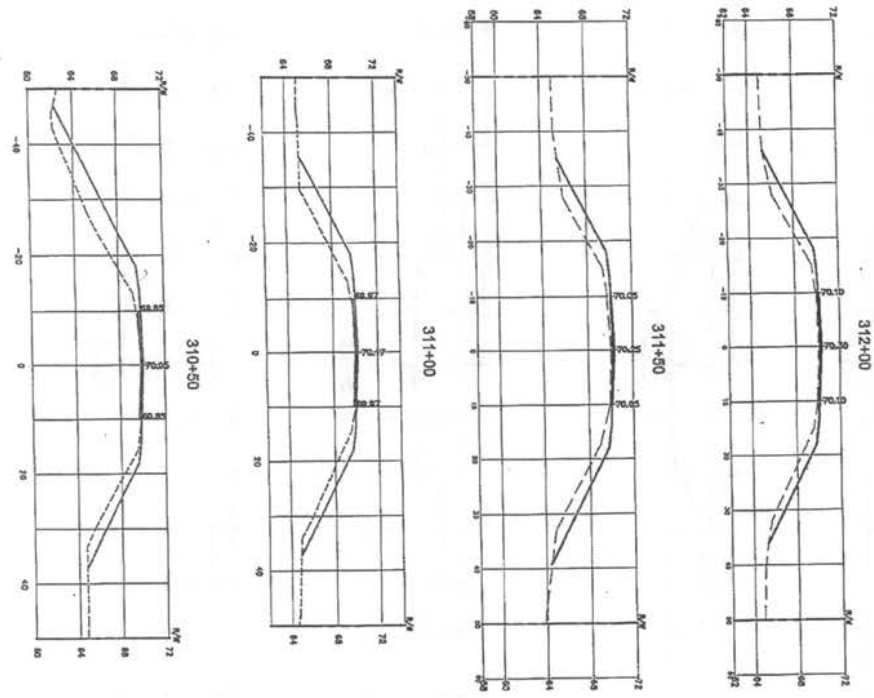


ENGINEER'S SEAL WM. DAVID CERLANEK, P.E. FLORIDA REG. NO. 46953 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-4945 – FAX: 338-330-4340 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERIES: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 2	PROJECT # 6261 C-05

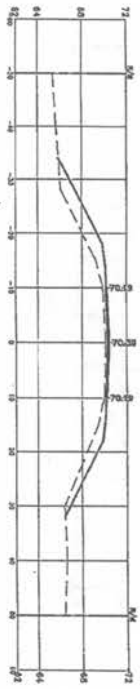


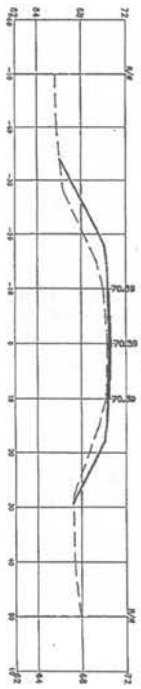
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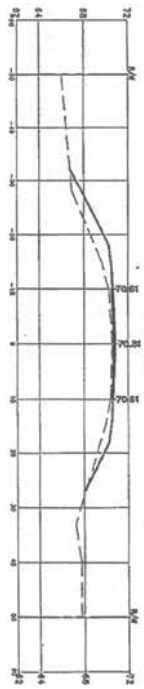


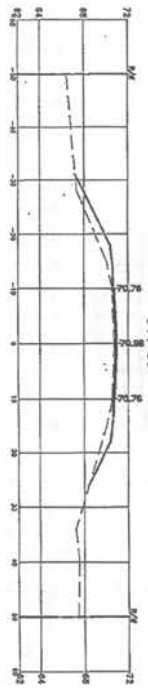


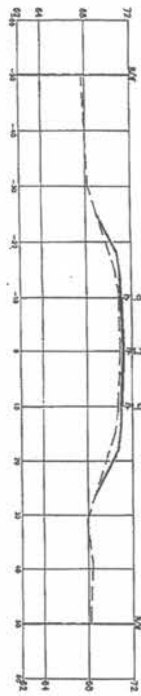
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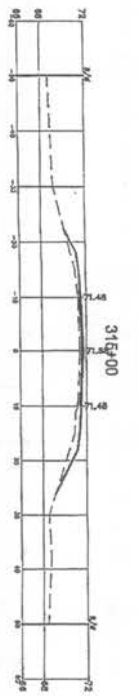


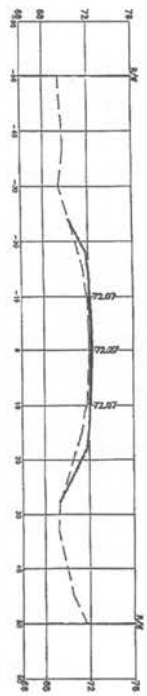


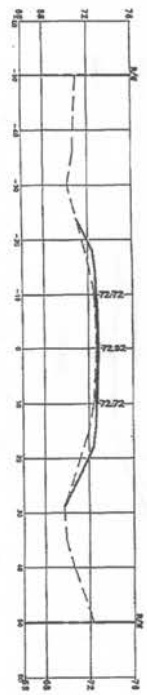




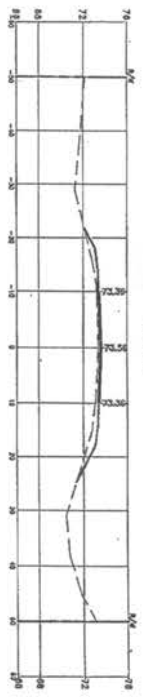


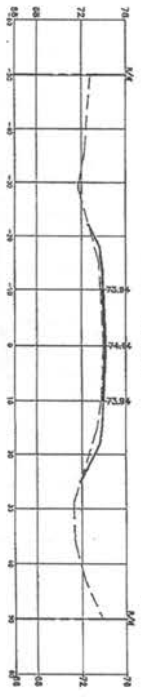


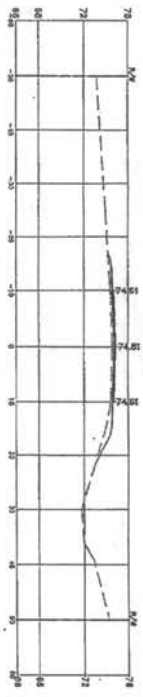


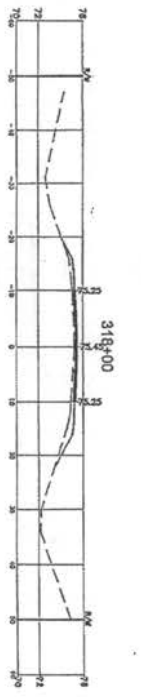


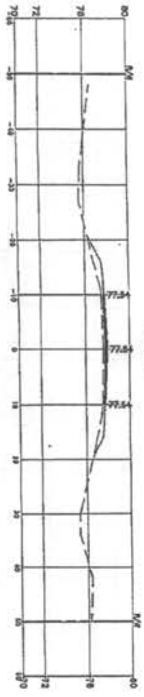
ENGINEER'S SEAL Wm. DAVID GERLANDS, P.E.: FLORIDA REG. NO. 49953 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE 352-374-5245 -- FAX 352-337-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 5	PROJECT # 6361 C-01

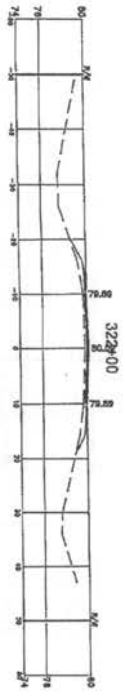


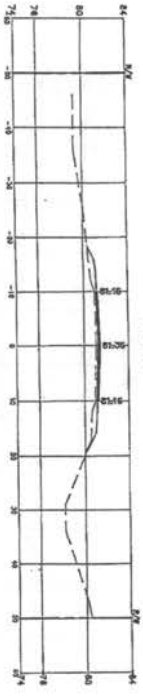


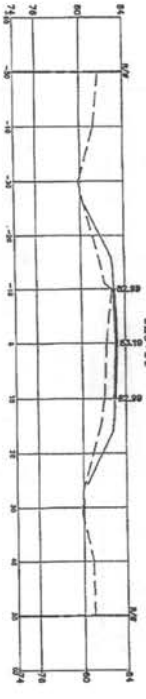




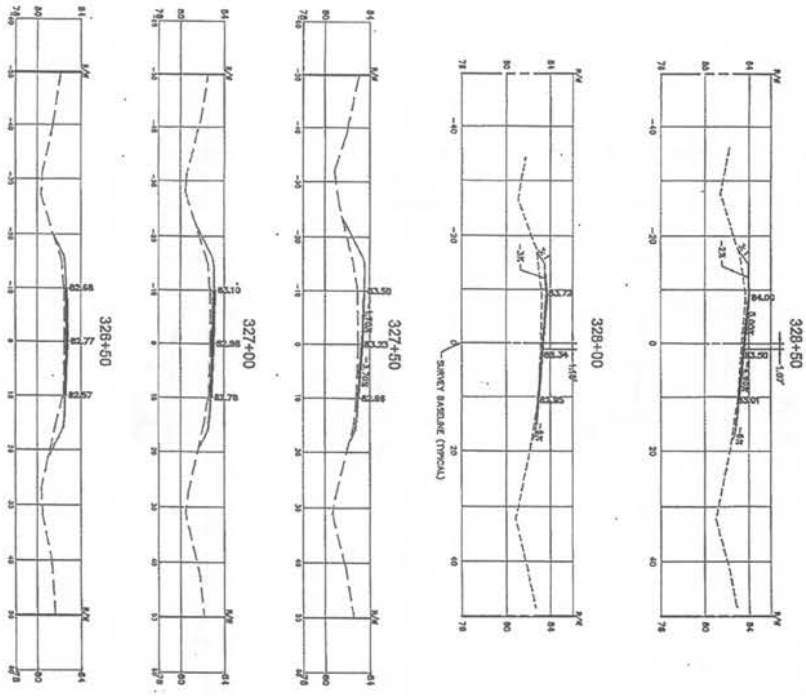


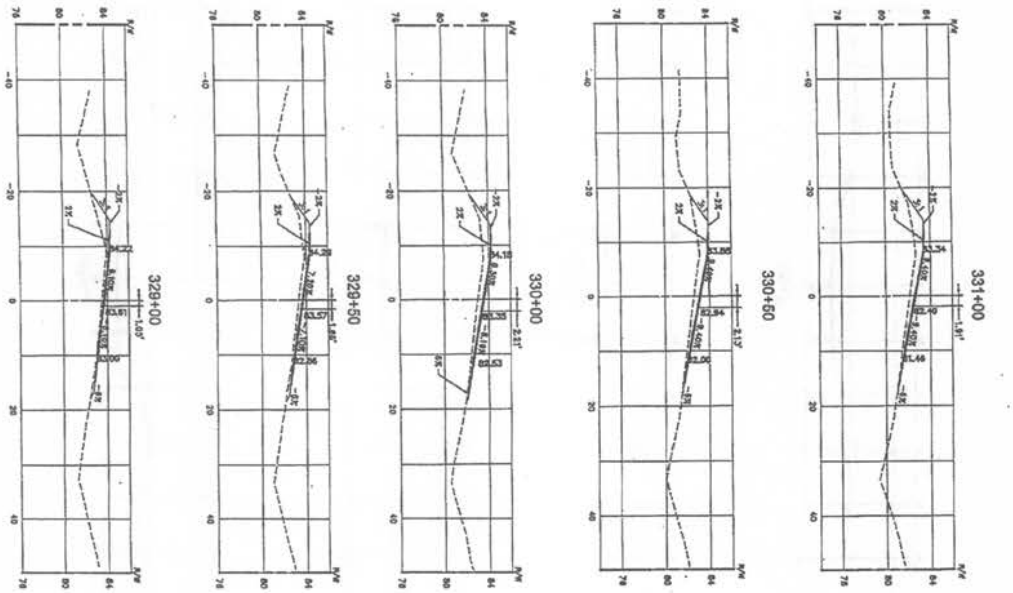






ENGINEER'S SEAL WM. DAVID CERLANDK, P.E.: FLORIDA REG. NO. 49953 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:(352)-374-5245 – FAX: (352)-337-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 6	PROJECT # 6361 C-92





ENGINEER'S SEAL WM. DAVID CERLANDI, P.E. FLORIDA REG. NO. 49963 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 ~ FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 7	PROJECT # 5361 C-93

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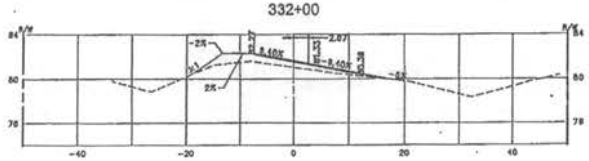
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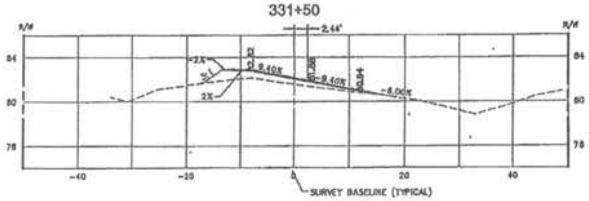
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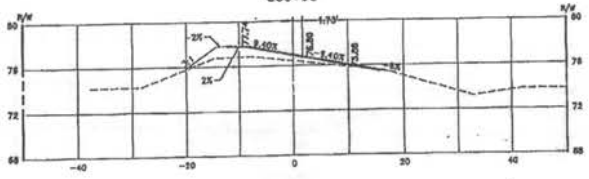


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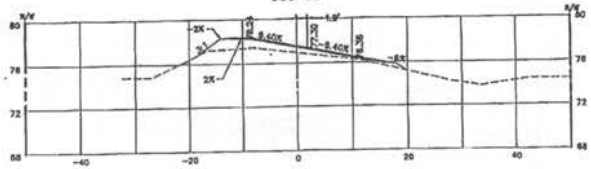


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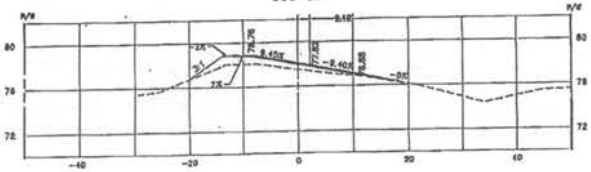
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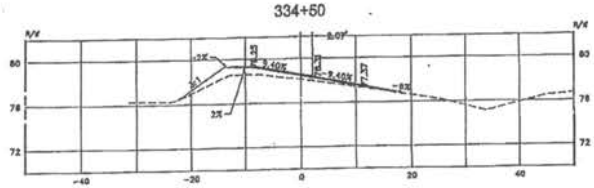
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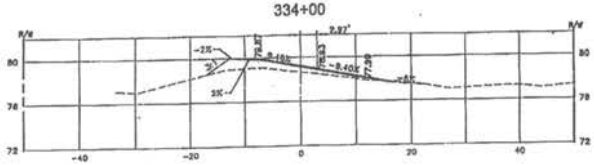
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334+50



334+00



ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING

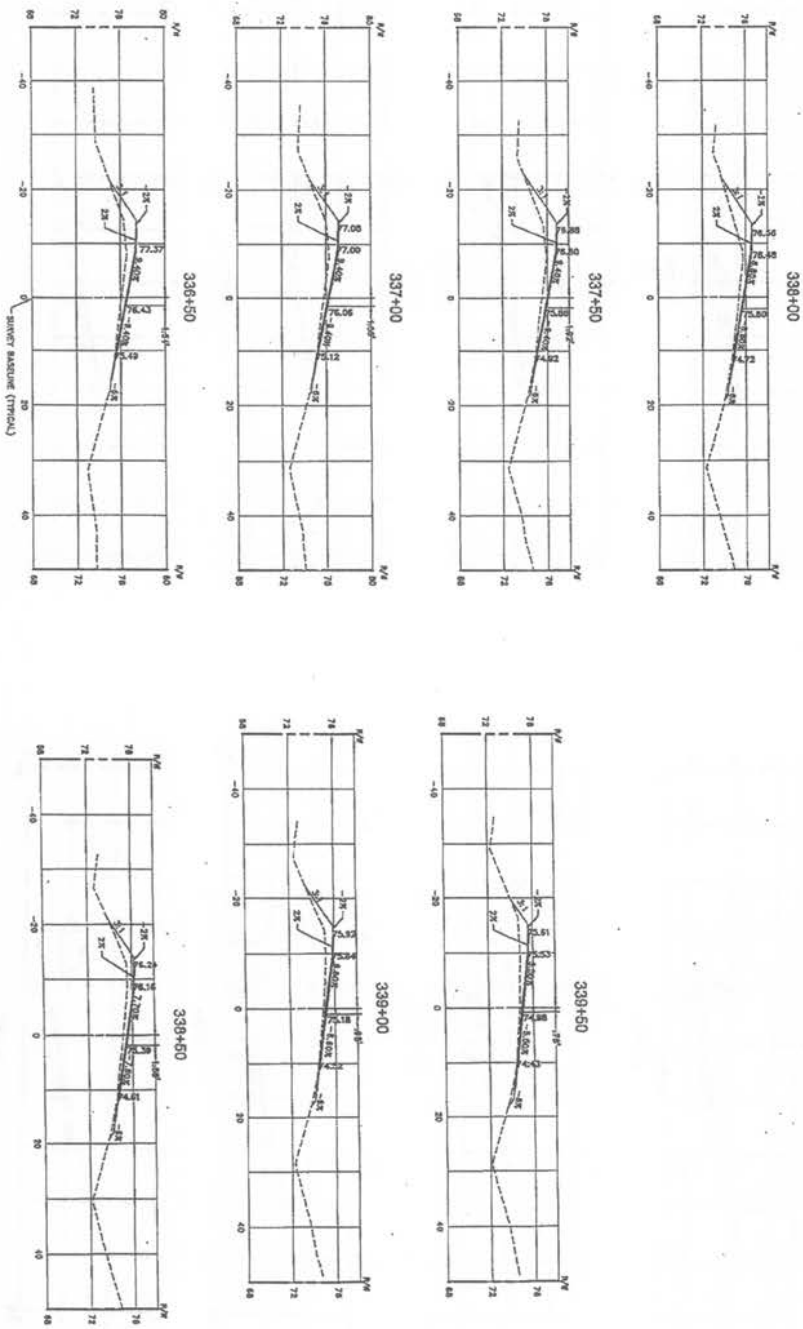
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MILLING & RESURFACING
CROSS SECTIONS SHEET 8

PROJECT # 6351

C-44

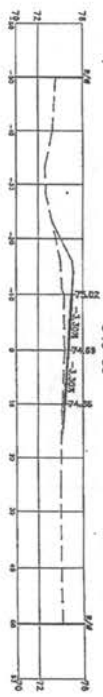
ENGINEER'S SEAL
VAL DAVID CERLANEK, P.E.
FLORIDA REG. NO. 46933
DATE: 5/26/15

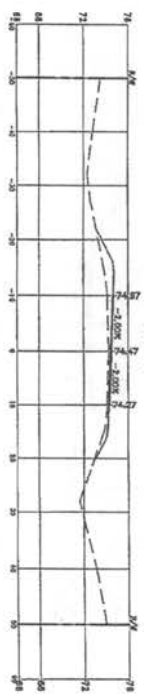
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SCALE: AS NOTED
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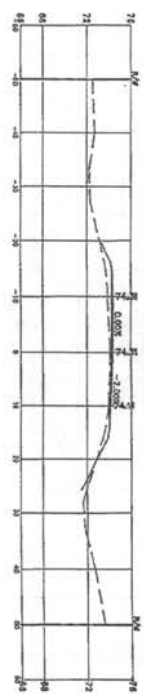


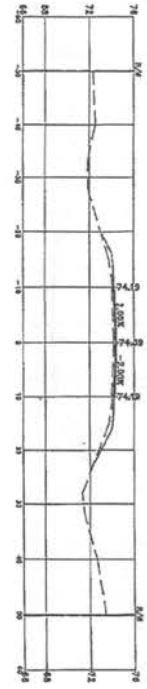
ENGINEER'S SEAL WM. DAVID GERLANDS, P.E. FLORIDA REG. NO. 42983 DATE: 5/26/10	DATE:	31 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE 352-374-5245 -- FAX 352-337-6243 MAILING ADDRESS: PO BOX 5185, GAINESVILLE, FL 32627-5185 FED-EX DELIVERY 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 6361
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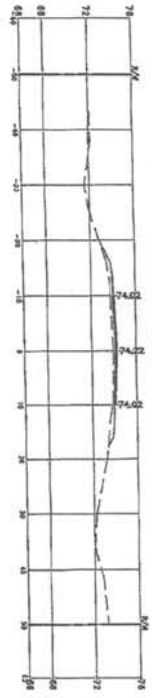


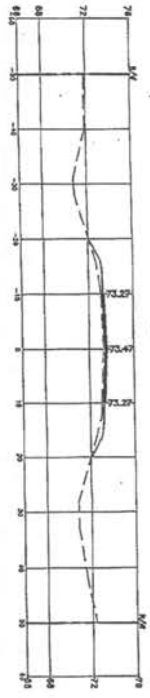


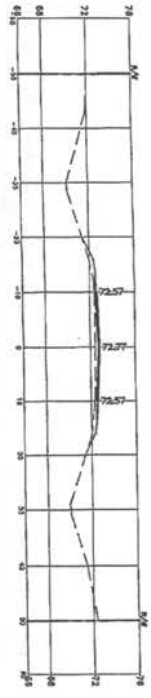


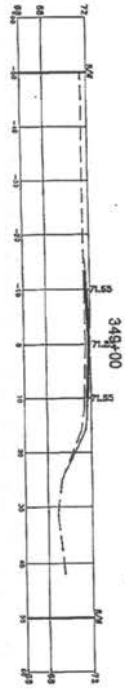


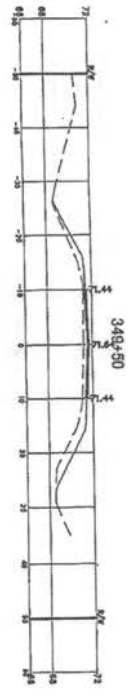




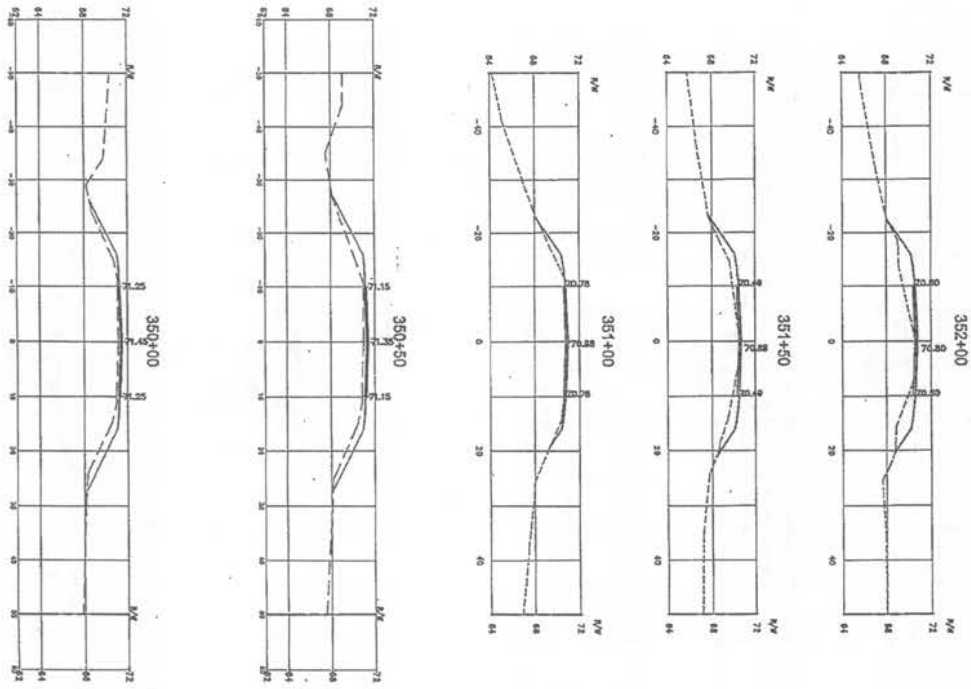


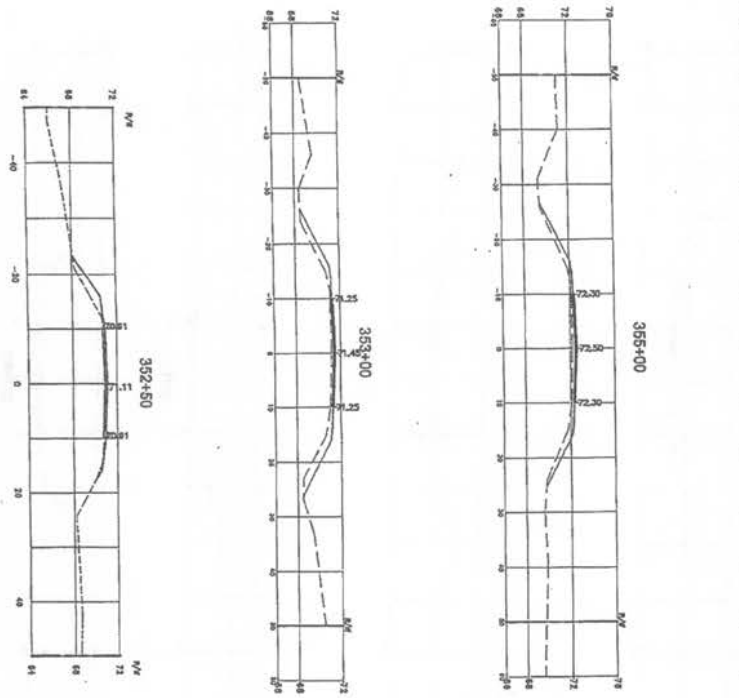






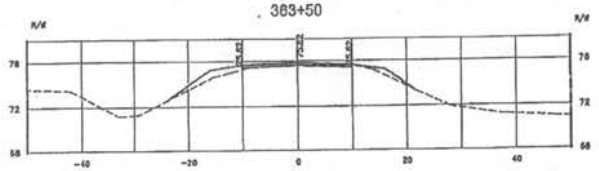
ENGINEER'S SEAL WM. DAVID CORLANEK, P.E. FLORIDA REG. NO. 49083 DATE: 5/24/10 VALID ONLY WITH EMBOSSED SEAL	DATE:	21 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 — FAX: 352-337-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 3038 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 6361
	SCALE:	AS NOTED			
	DRAWN BY:			CROSS SECTIONS SHEET 10	C-96
	DESIGNED BY:				
	APPROVED BY:				



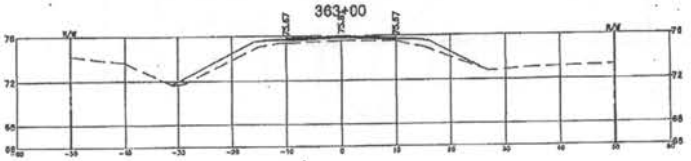


ENGINEER'S SEAL WM. DAVID GERLANECK, P.E.: FLORIDA REG. NO. 49063 DATED: 5/24/10 NOT VALID WITHOUT SIGNATURE AND ORIGINAL SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE 352-374-5245 – FAX 352-337-6243 MAILING ADDRESS PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 11	PROJECT # 6381 C-07

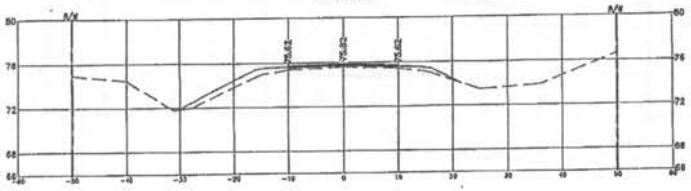
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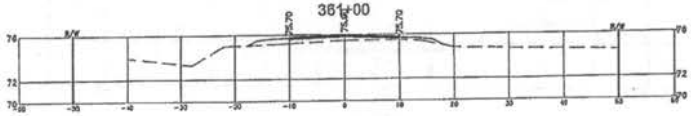
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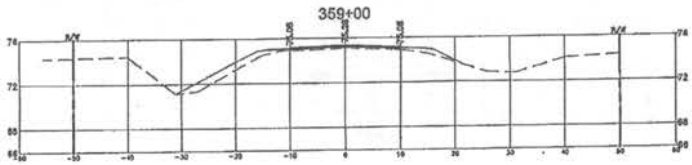
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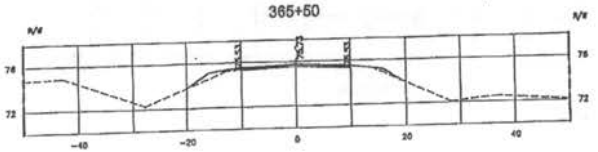
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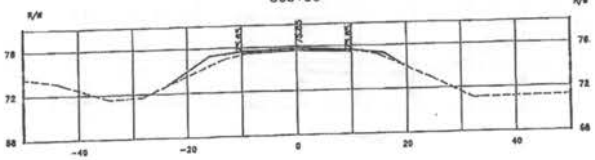
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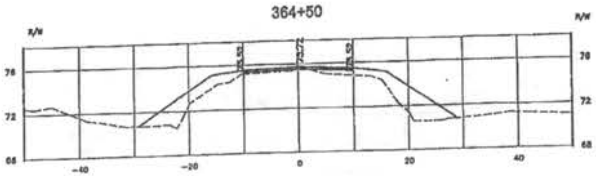
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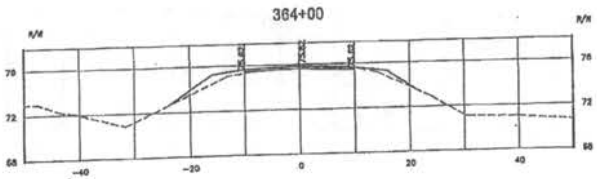
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CR 325
MILLING & RESURFACING
CROSS SECTIONS SHEET 12

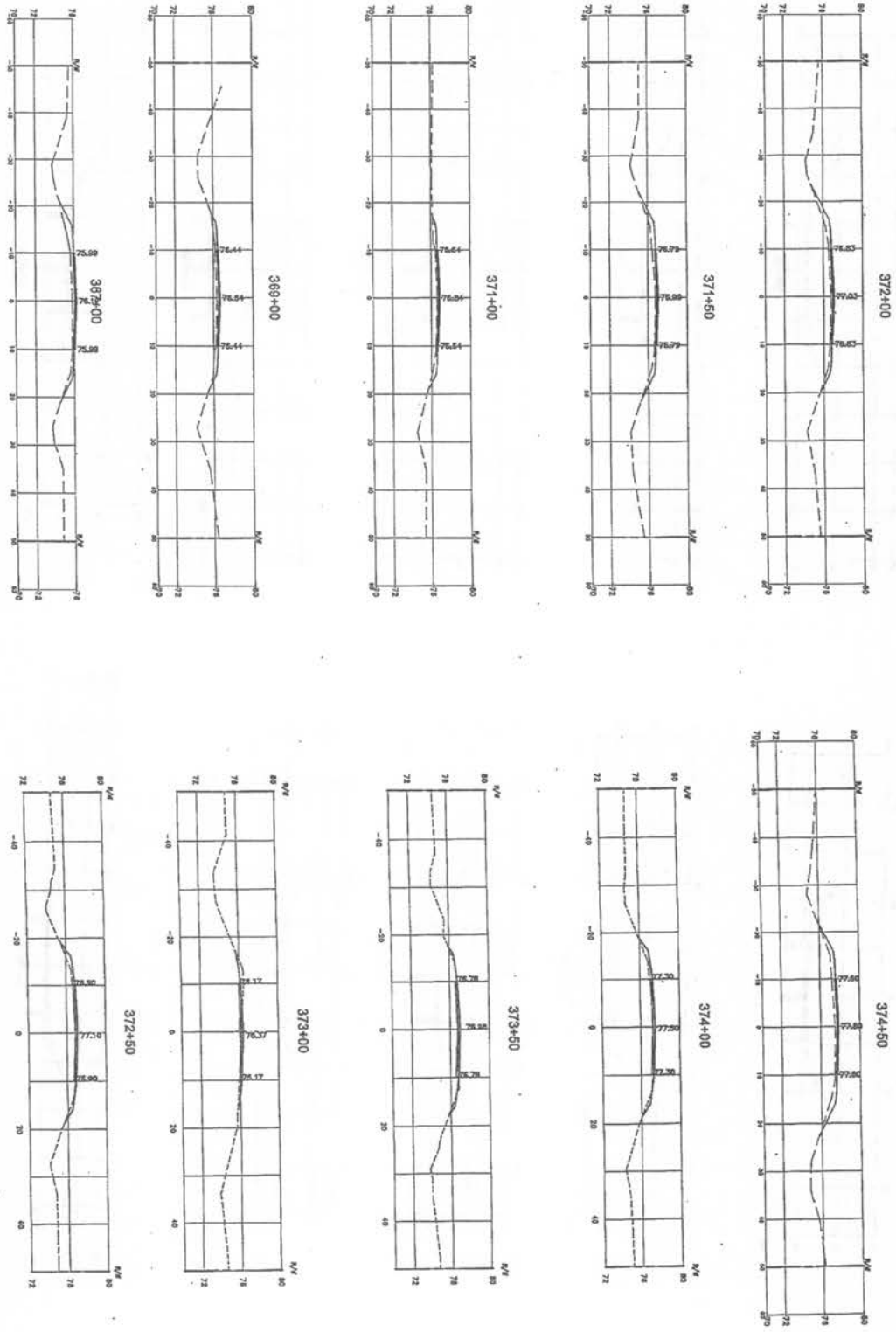
PROJECT # 0351

0-88

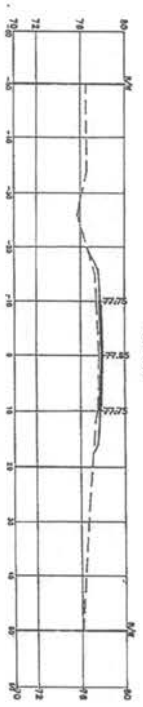
ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING

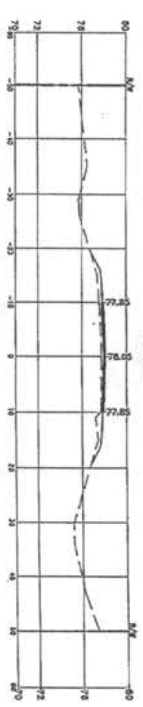
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SCALE: AS NOTED
DRAWN BY:
DESIGNED BY:
APPROVED BY:

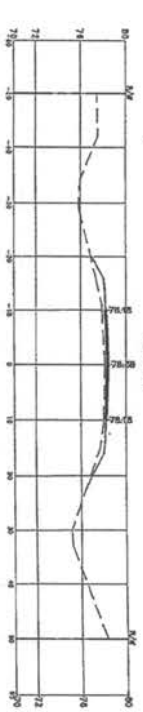
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WM. DAVID COLLINS, P.E.
FLORIDA REG. NO. 44883
DATE: 5/21/10

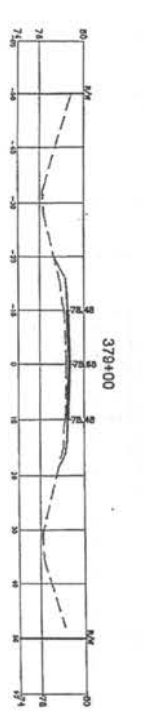


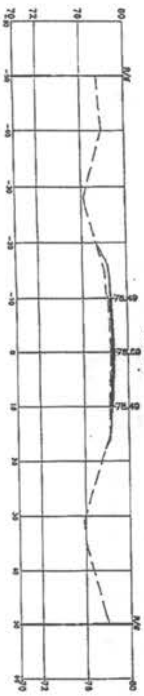
ENGINEER'S SEAL WM. DAVID GERLANDO, P.E. FLORIDA REG. NO. 49953 DATE: 5/24/10	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 13	PROJECT # 6301 C-29

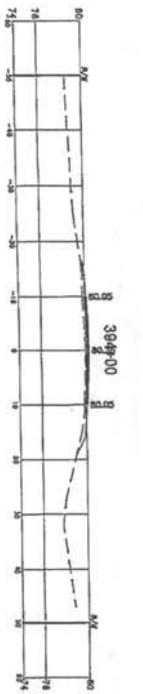


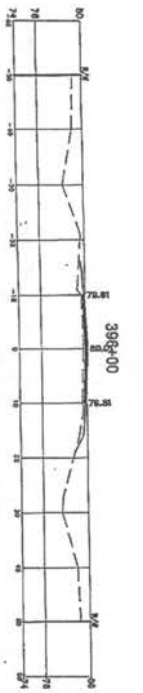


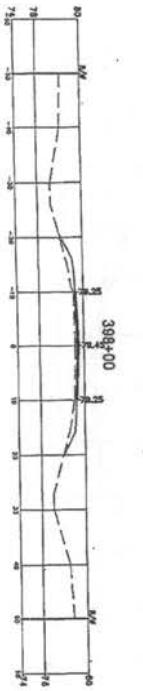


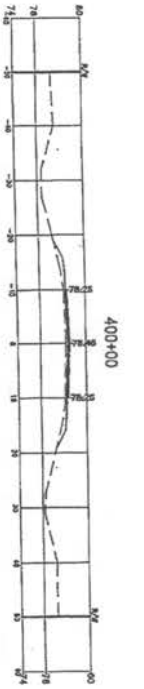




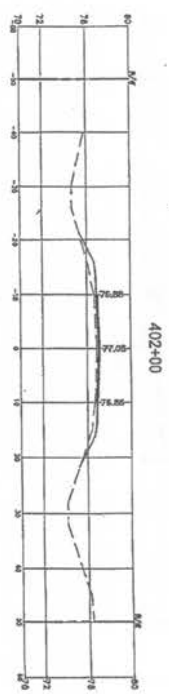


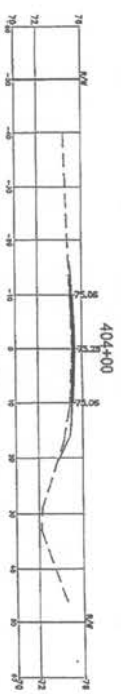


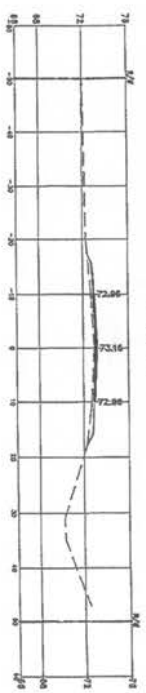


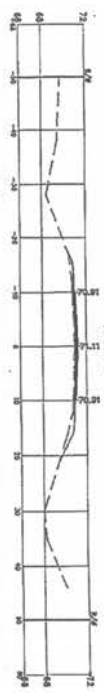


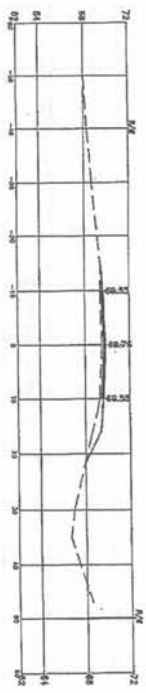
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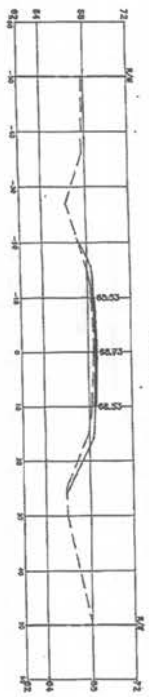


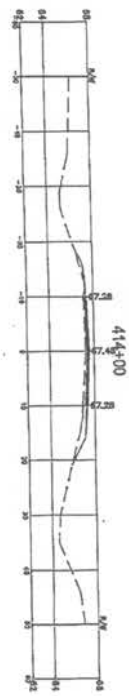


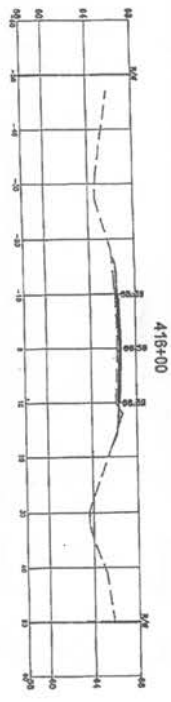


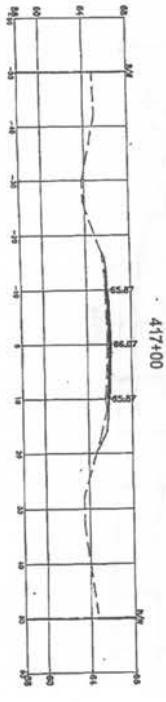






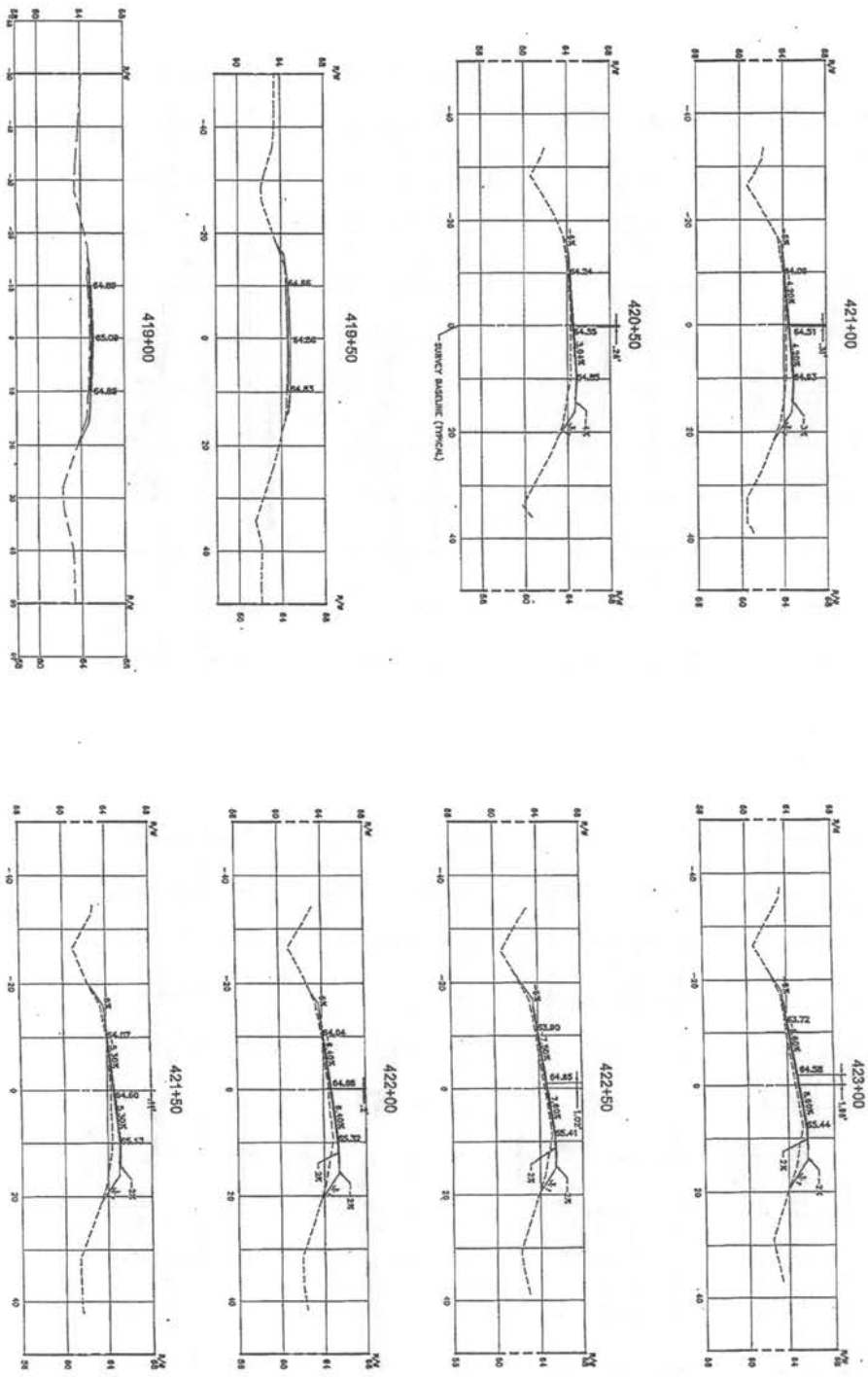




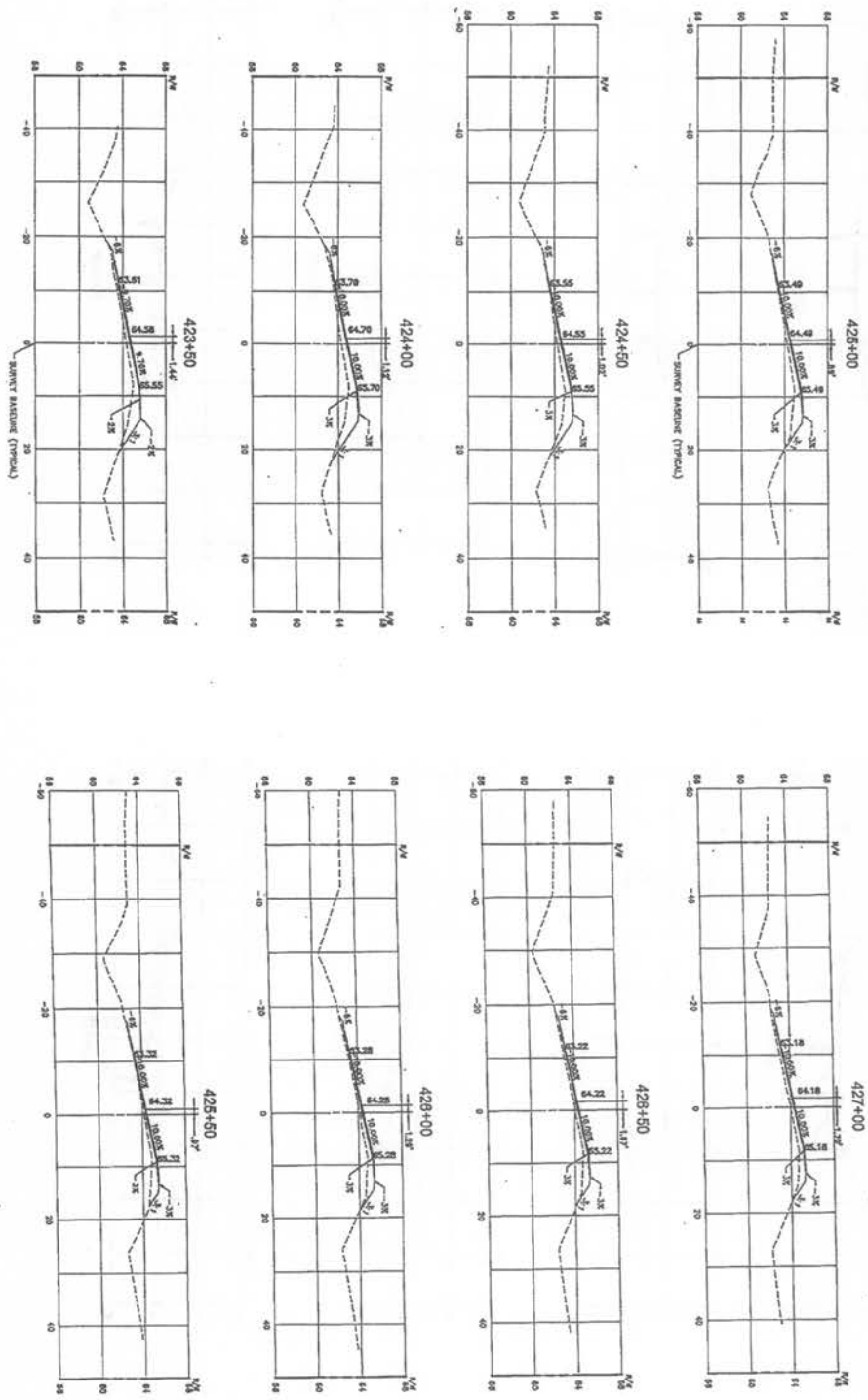


ENGINEER'S SEAL WM. DAVID GERLANDS, P.E. FLORIDA REG. NO. 49583 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 25 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 — FAX: 352-377-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 15	PROJECT # 6361 C-101

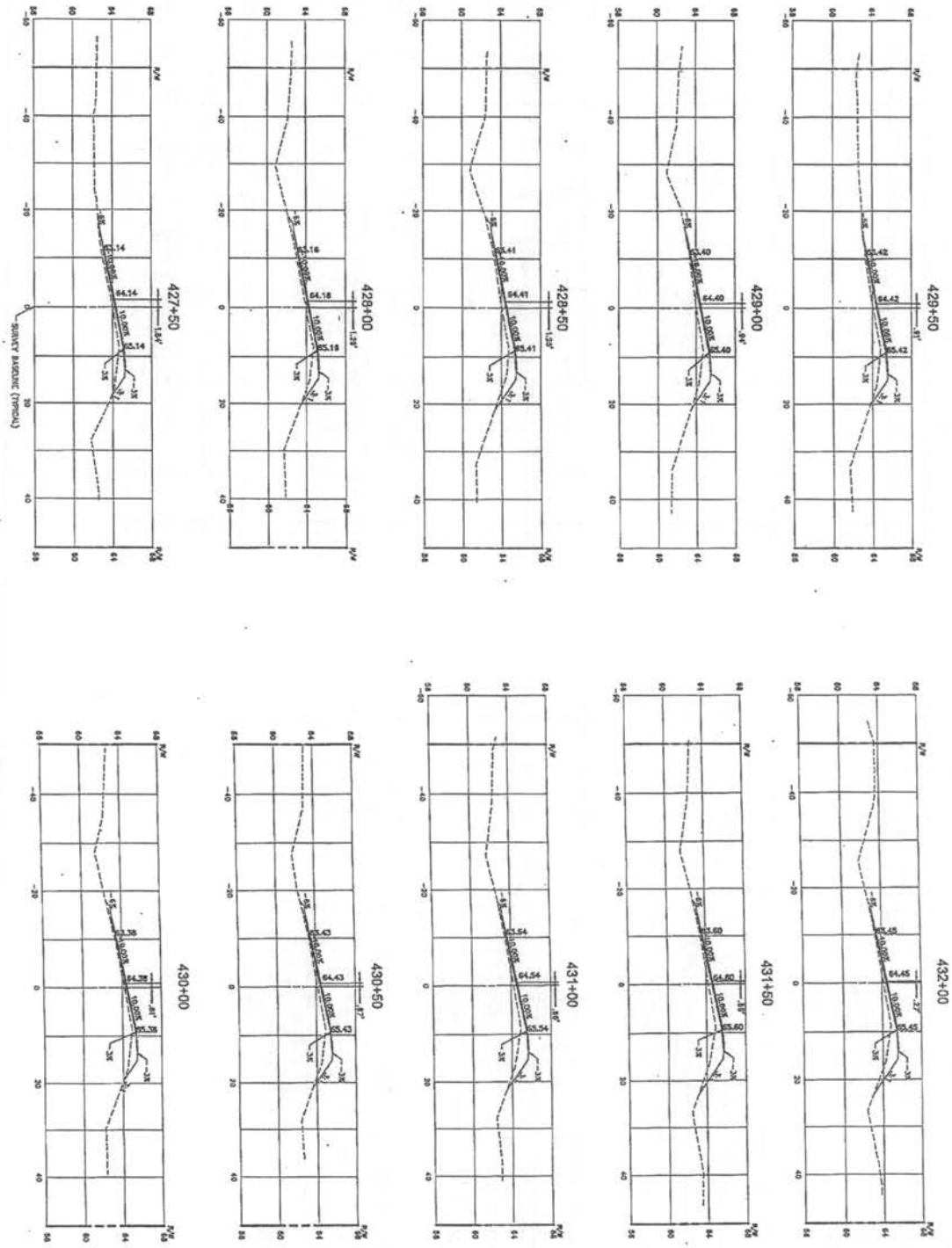
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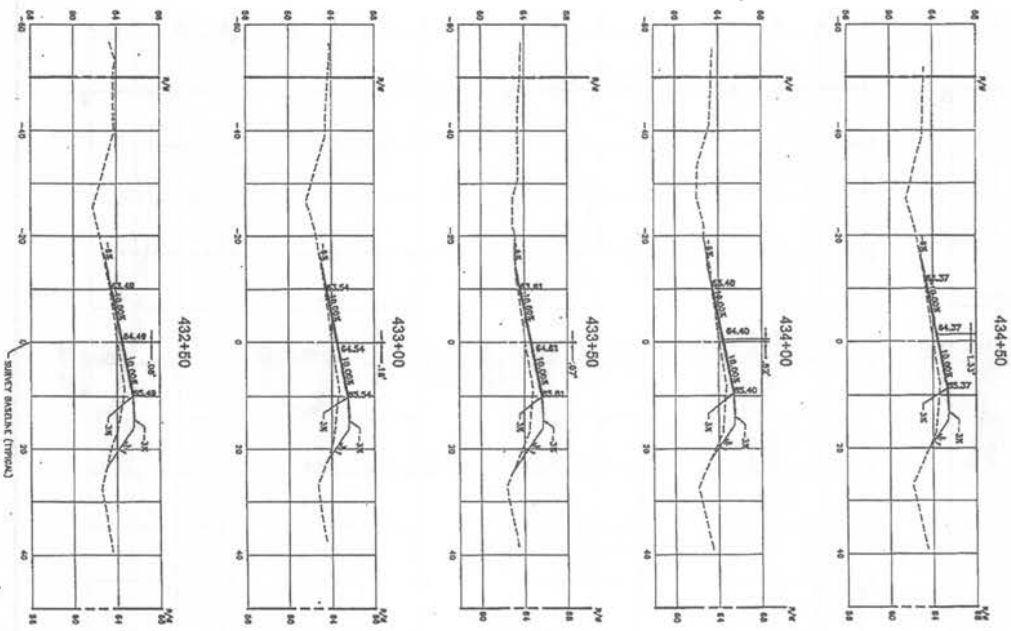
ENGINEER'S SEAL WM. DAVID CORLANDK, P.E. FLORIDA REG. NO. 49953 DATE: 5/26/10	DATED: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING	CR 325 MILLING & RESURFACING CROSS SECTIONS, SHEET 15	PROJECT # 6361 C-102

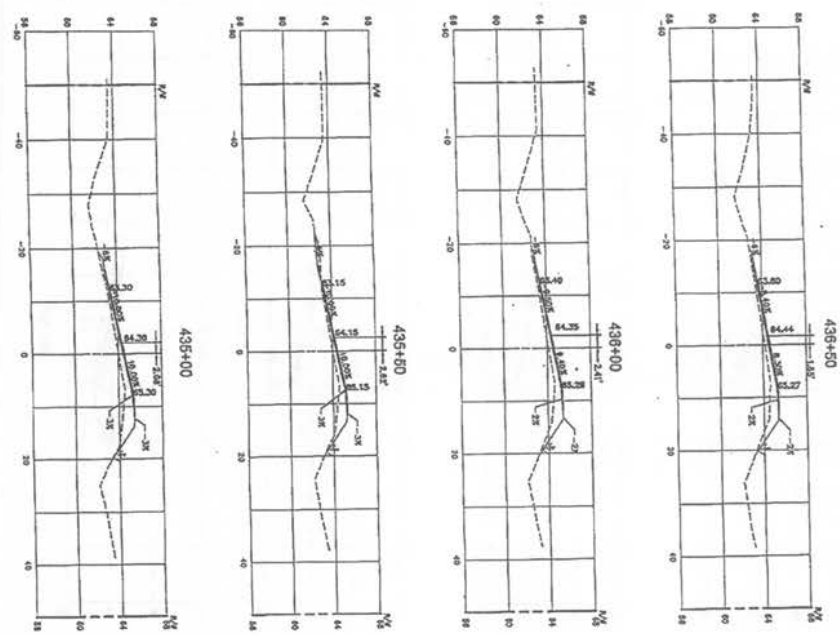


ENGINEER'S SEAL WAL DAVID CERLANEK, P.E.: FLORIDA REG. NO. 42853 DATE: 5/26/10	DATED:	21 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5249 – FAX: 352-338-6549 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 6301
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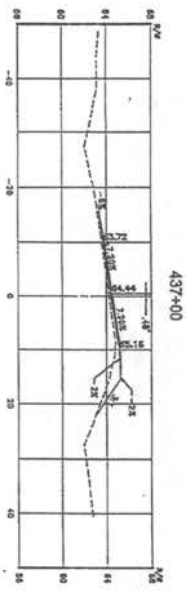


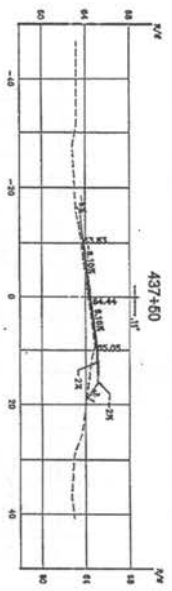
ENGINEER'S SEAL WM. DAVID CERLANEK, P.E.: FLORIDA REG. NO. 49683 DATE: 3/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 — FAX: 352-331-6752 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 18	PROJECT # 6301 C-104

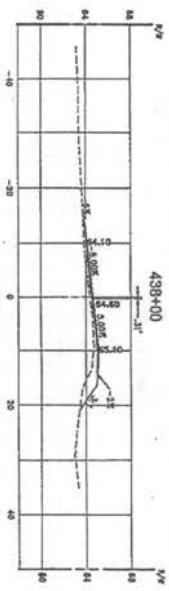




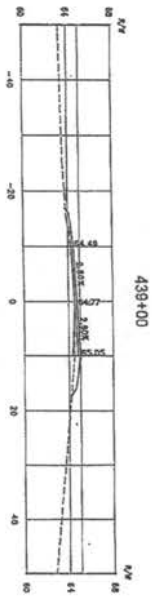
ENGINEER'S SEAL WM. DAVID GERLANEK, P.E.: FLORIDA REG. NO. 49583 DATE: 5/21/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE/FAX: 386-462-1396 — FAX: 352-337-6943 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 19	PROJECT # 6361 C-105

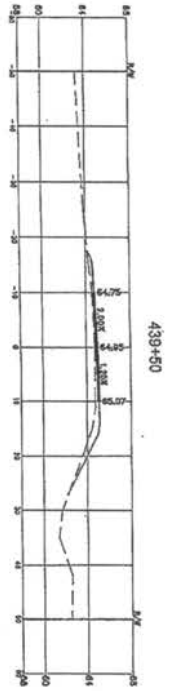


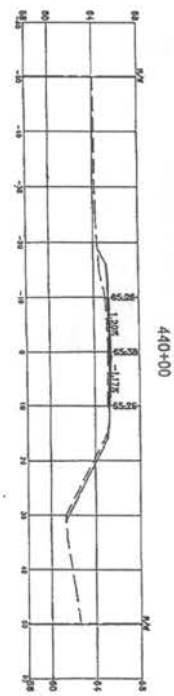


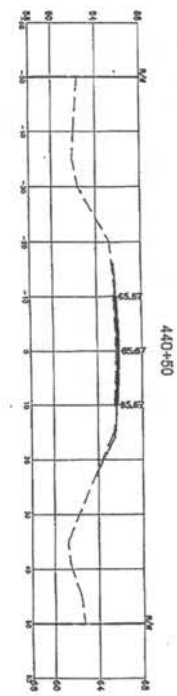




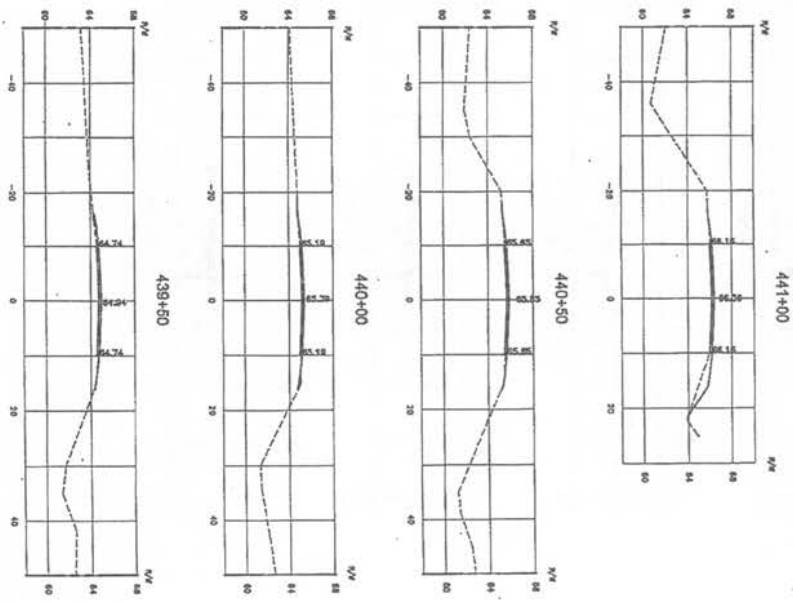


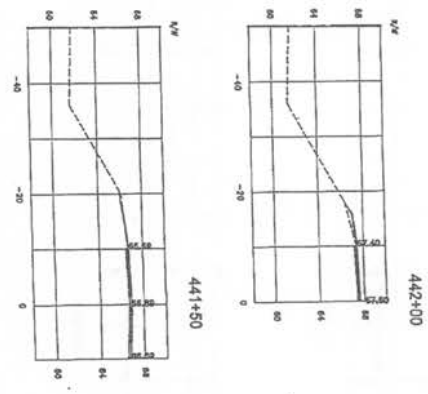






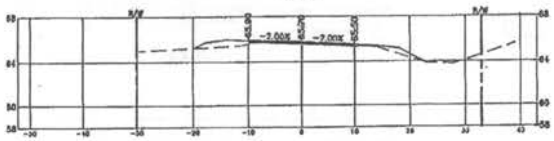
ENGINEER'S SEAL WM. DAVID GERLANECK, P.E.: FLORIDA REG. NO. 42963 DATE: 5/26/16 THIS SHT WITH EMBOSSED SEAL	DATE:	21 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:352-374-5245 -- FAX: 352-337-6543 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 6301
	SCALE:	AS NOTED			
	DRAWN BY:			CROSS SECTIONS SHEET 20	C-108
	DESIGNED BY:				
	APPROVED BY:				



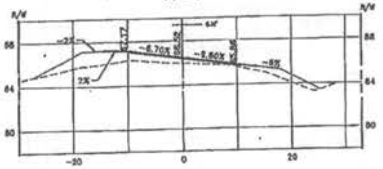


ENGINEER'S SEAL W4. DAVID DERLANEK, P.E.: FLORIDA REG. NO. 46983 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE:	21 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 – FAX: 352-337-6340 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 6331
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	DRAWN BY:			CROSS SECTIONS SHEET 21	C-107
	DESIGNED BY:				
	APPROVED BY:				

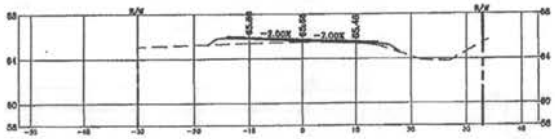
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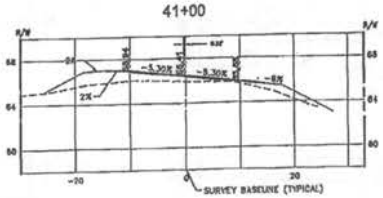
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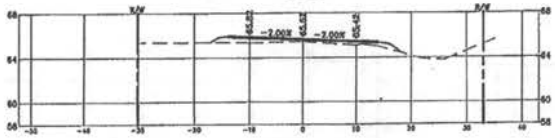
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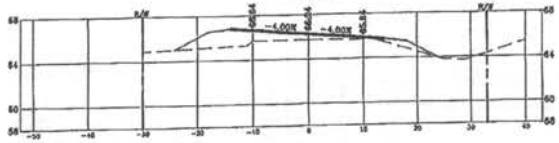
41+00



38+50



40+50

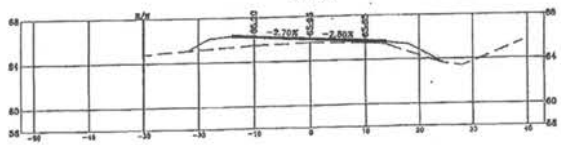


* REVISED (REMOVE PAVED SHOULDER, TYPE "D" CURB REMAINS)

38+00



40+00



ALACHUA COUNTY PUBLIC WORKS ENGINEERING

CR 325
MILLING & RESURFACING
CROSS SECTIONS SHEET 22

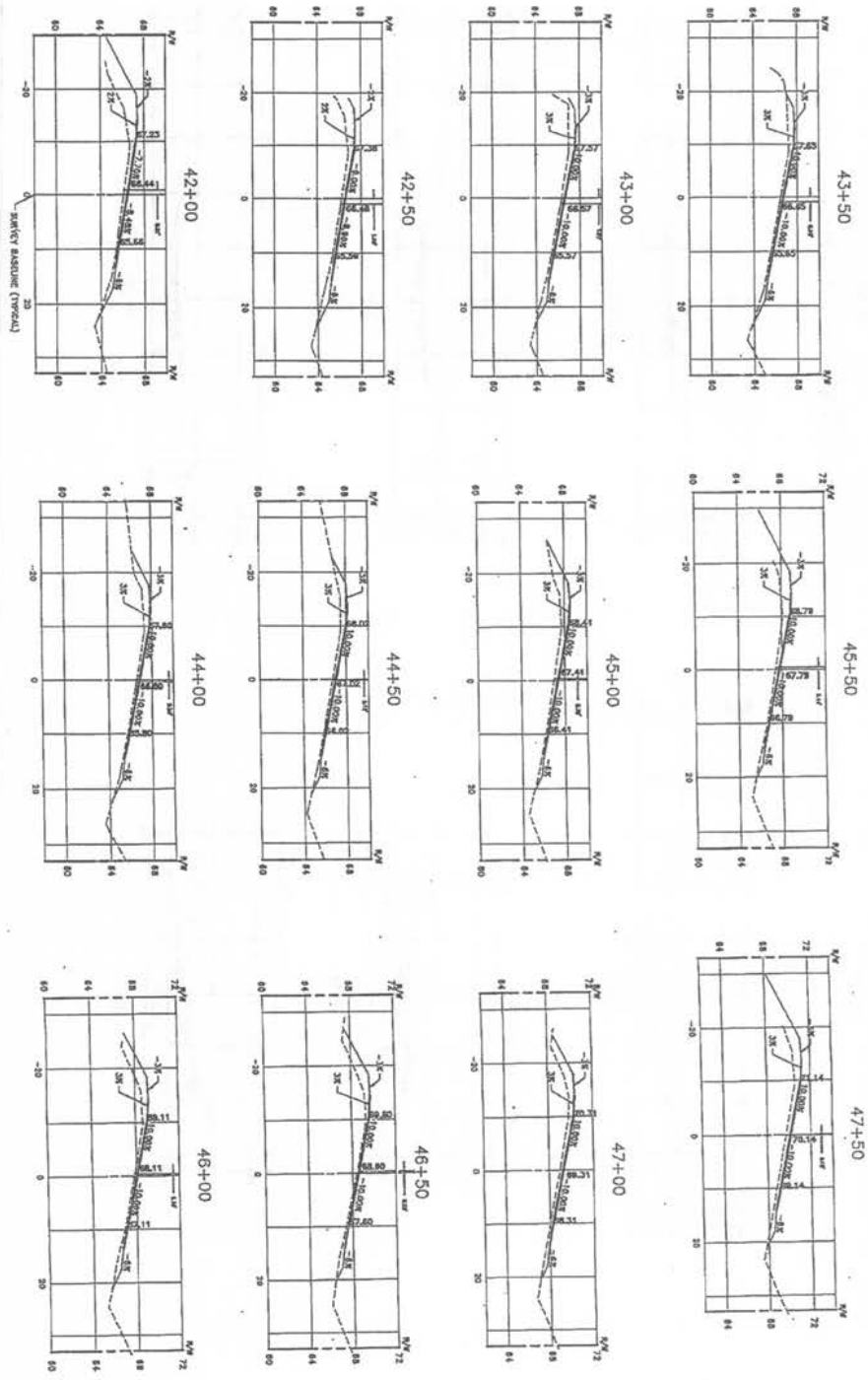
PROJECT # 6361

C-105

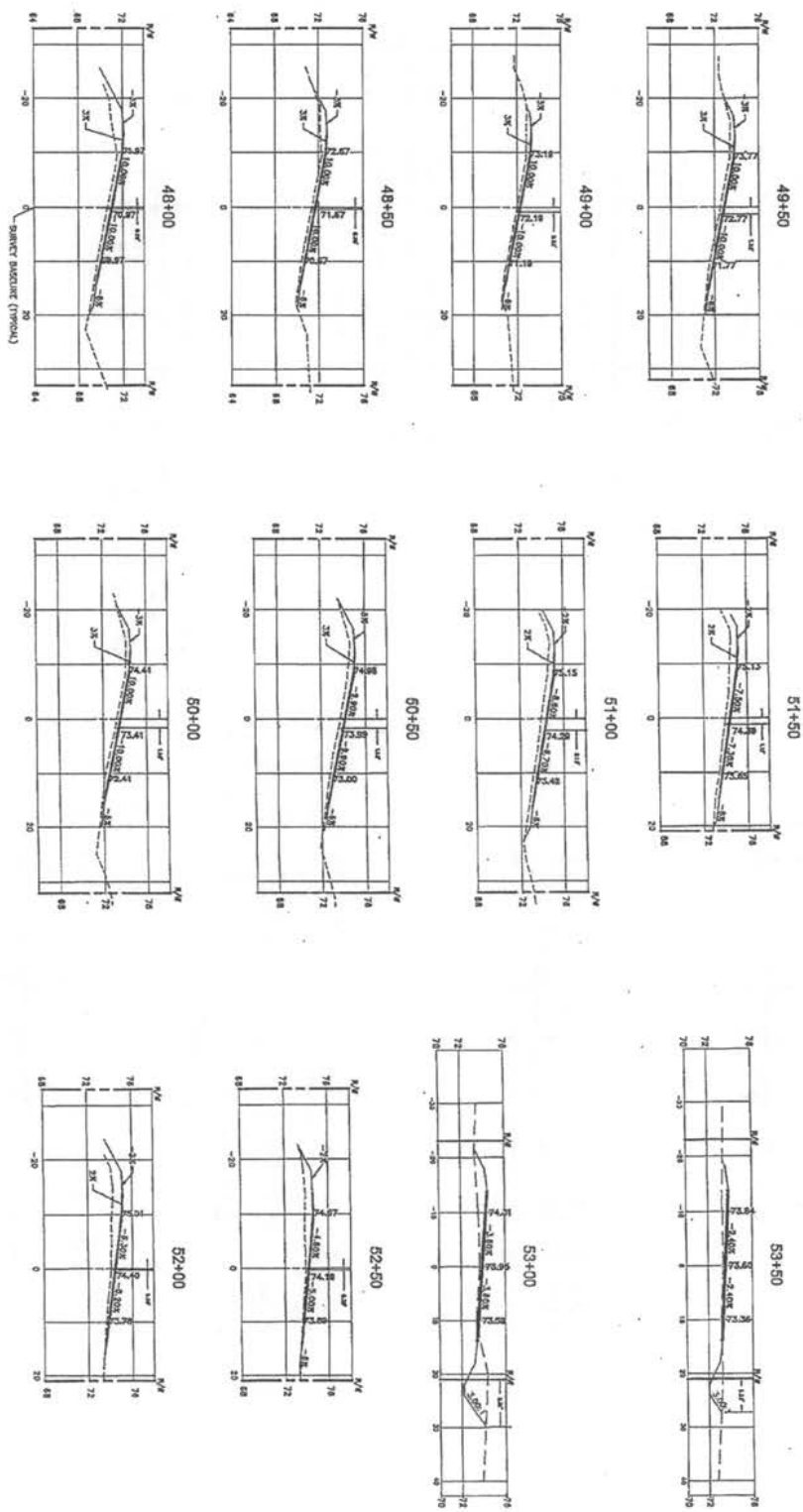
DATE: 21 MAY 2019
SCALE: AS NOTED
DRAWN BY:
DESIGNED BY:
APPROVED BY:

ENGINEER'S SEAL
WM. DAVID CERLANSK, P.E.
FLORIDA REG. NO. 49893
DATE:

THIS ITEM NOT SIGNED OR SEALED



ENGINEER'S SEAL WM. DAVID CERLANEK, P.E. FLORIDA REG. NO. 49983 DATE: 5/24/10 VALID ONLY WITH SIGNED SEAL	DATE	25 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:352-374-5245 -- FAX: 352-337-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 5301
	SCALE:	AS NOTED			
	DRAWN BY:			CROSS SECTIONS SHEET 23	C-100
	DESIGNED BY:				
	APPROVED BY:				



ENGINEER'S SEAL
WM. DAVID CERLANEK, P.E.:
FLORIDA REG. NO. 49983
DATED: 5/26/10
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED

DATE:	21 MAY 2010
SCALE:	AS NOTED
DRAWN BY:	
DESIGNED BY:	
APPROVED BY:	

ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING

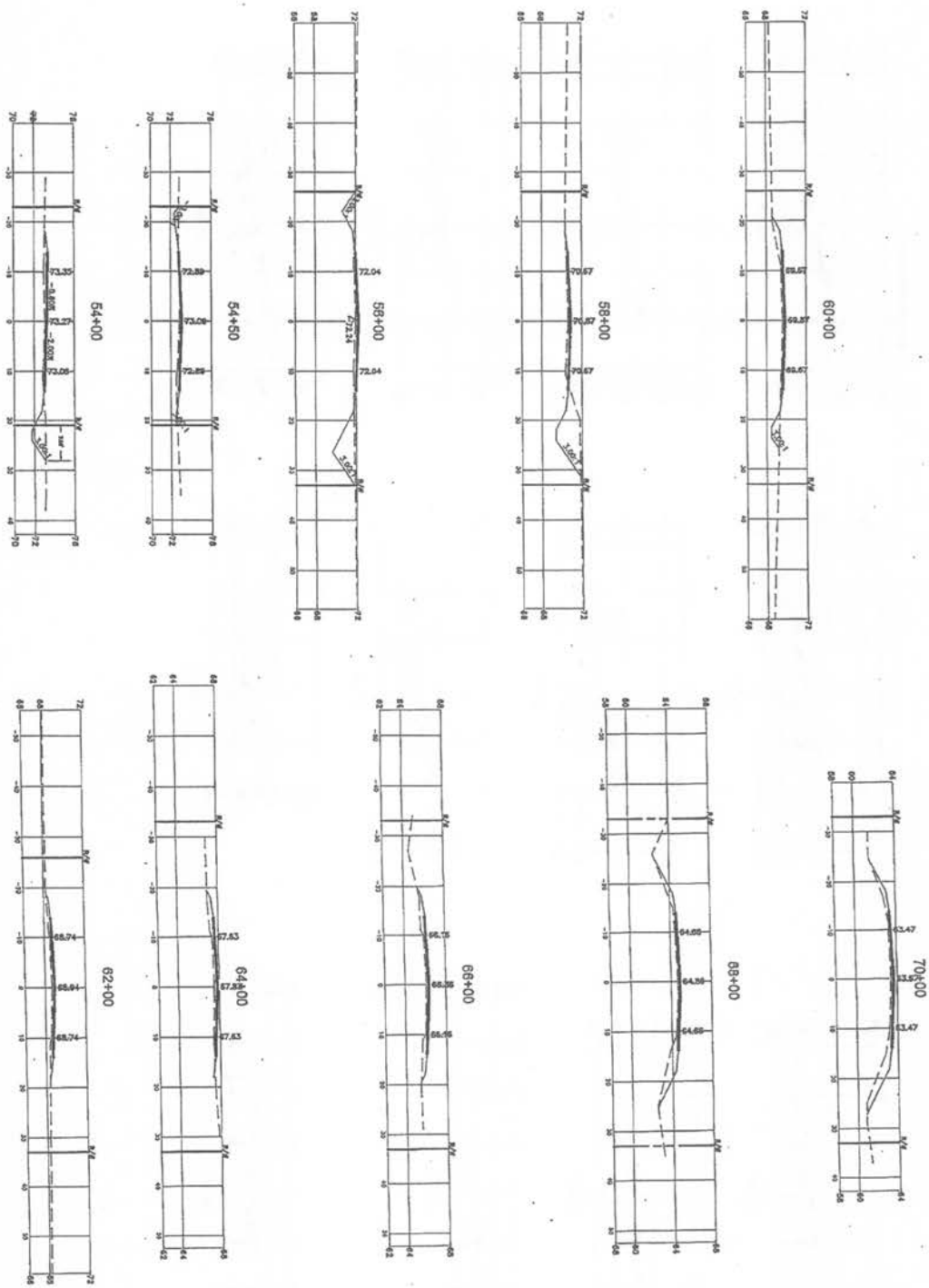
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MILLING & RESURFACING

CROSS SECTIONS SHEET 24

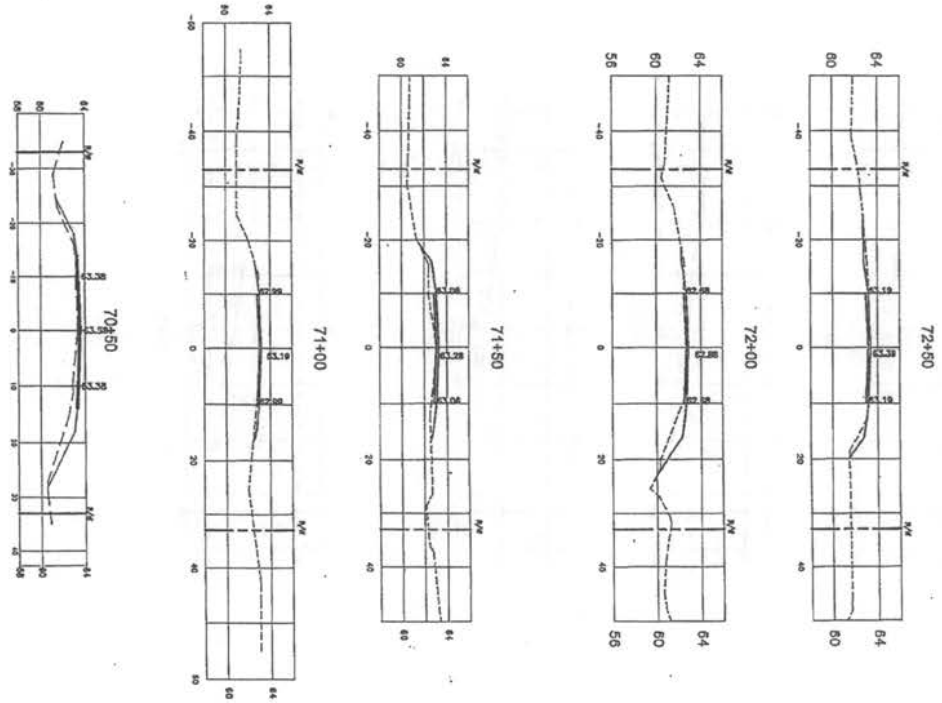
PROJECT # 6361

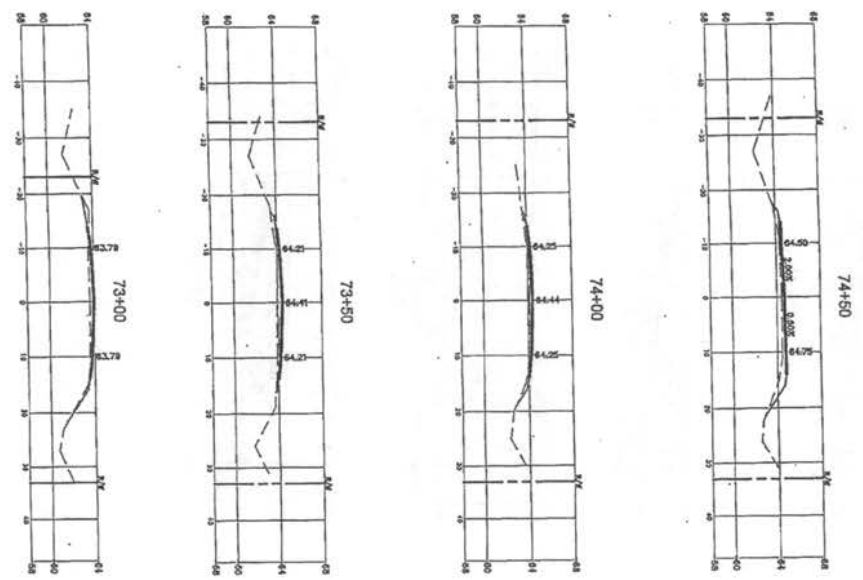
C-110

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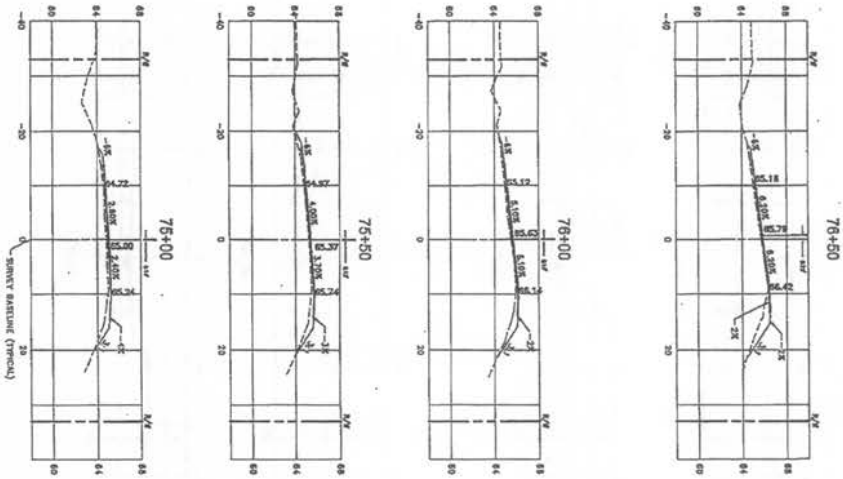


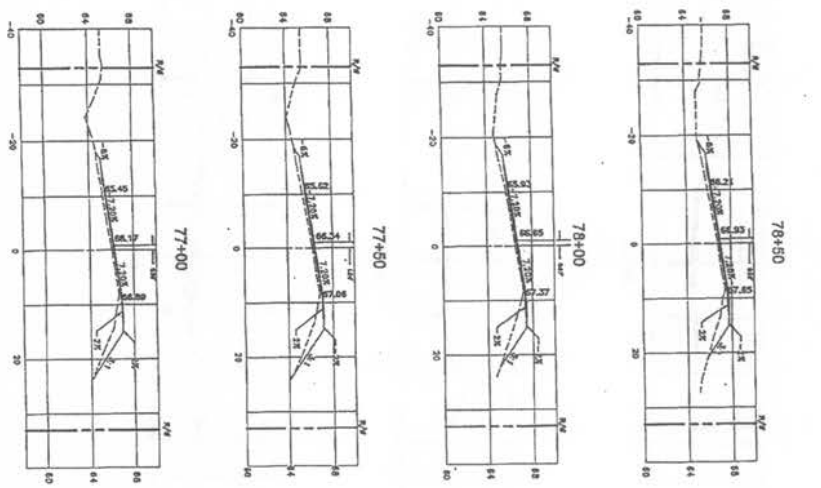
ENGINEER'S SEAL WM. DAVID CERLANEK, P.E. FLORIDA REG. NO. 49953 DATE: 5/24/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:352-374-5245 – FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 25	PROJECT # 6361 C-111



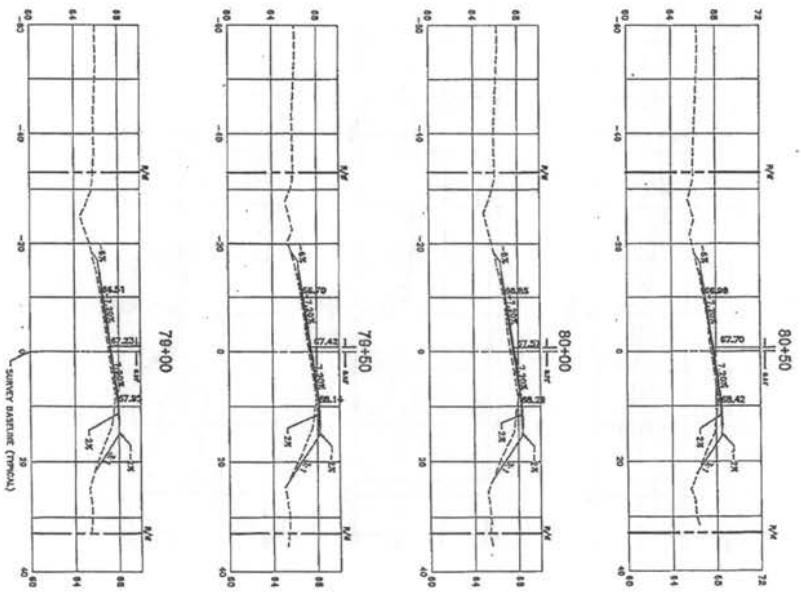


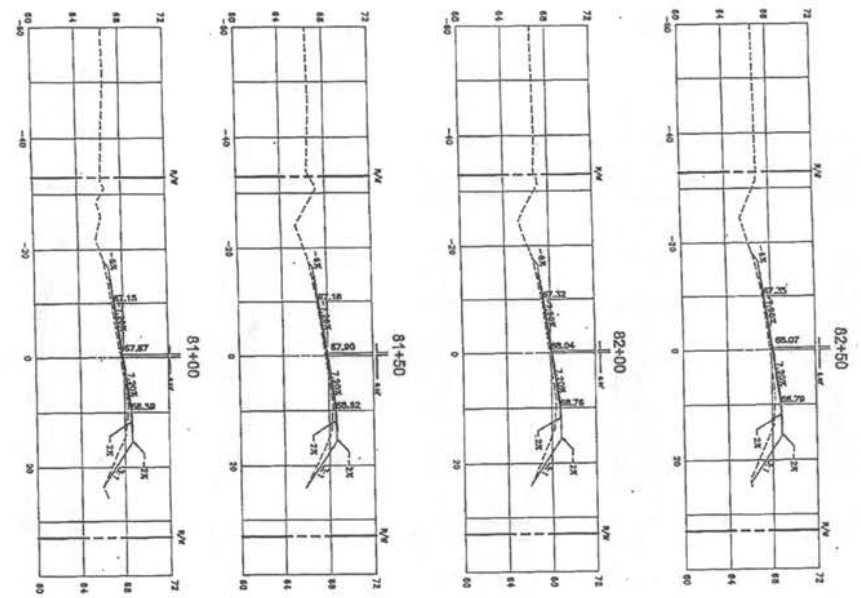
ENGINEER'S SEAL WM. DAVID GERLANDE, P.E. FLORIDA REG. NO. 49983 DATE: 5/26/10 NOT VALID UNLESS WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 -- FAX: 352-337-6345 MAILING ADDRESS: PO BOX 5186, GAINESVILLE, FL 32627-5186 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 26	PROJECT # 6361 C-112



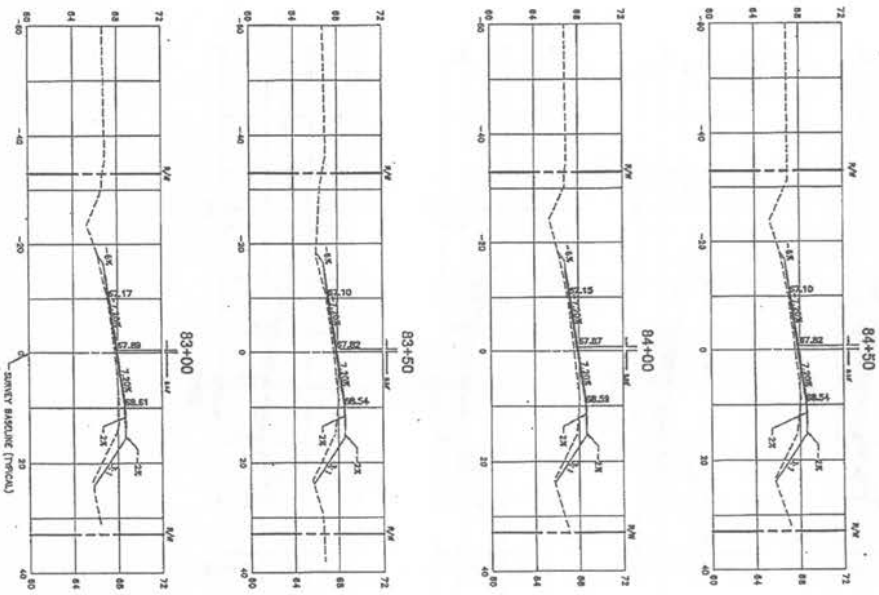


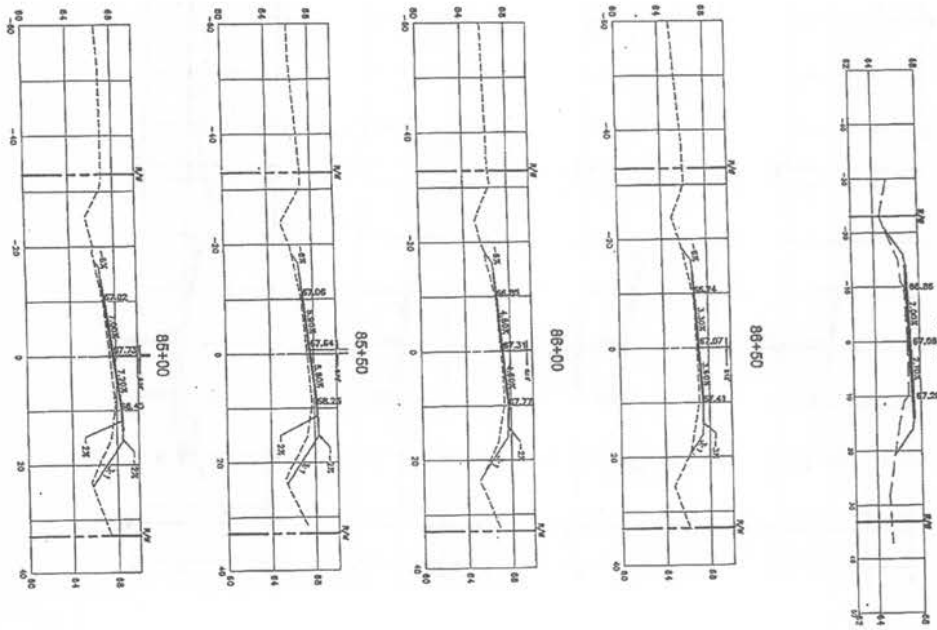
ENGINEER'S SEAL WM. DAVID GERLANECK, P.E.: FLORIDA REG. NO. 40983 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5246 — FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX SOLICITOR: 3620 NW 13TH LANE, GAINESVILLE, FL 32609	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 27	PROJECT # 6301 C-113



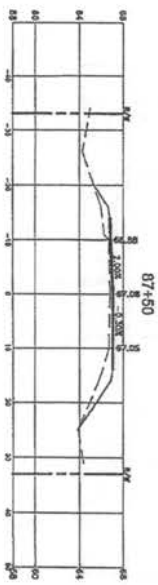


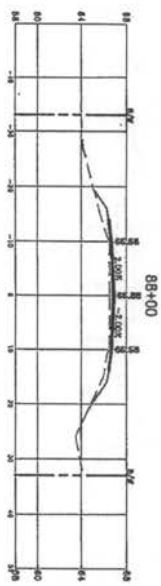
ENGINEER'S SEAL WM. DAVID DERLANEK, P.E. FLORIDA REG. NO. 49983 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATED: 21 MAY 2010 SCALED: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 -- FAX: 352-337-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 28	PROJECT # 6301 C-114

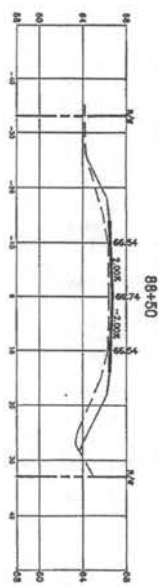


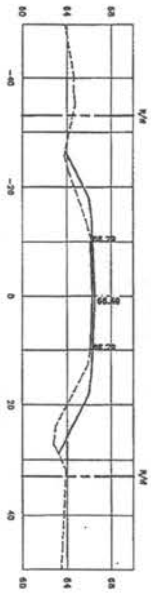


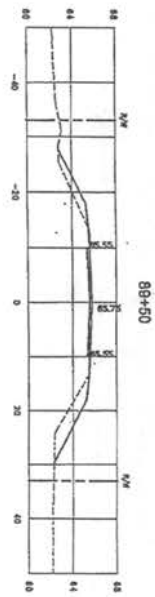
ENGINEER'S SEAL WM. DAVID GERLANEK, P.E.: FLORIDA REG. NO. 49963 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE/SSS-374-5235 -- FAX: 352-337-6343 MAILING ADDRESS: PO BOX 1190, GAINESVILLE, FL 32602-1190 FED-EX DELIVERIES: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 29	PROJECT # 6361 C-115

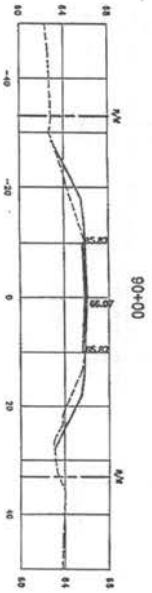


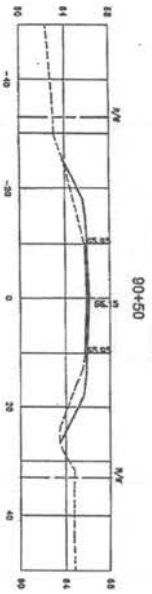


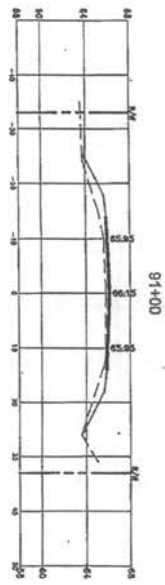




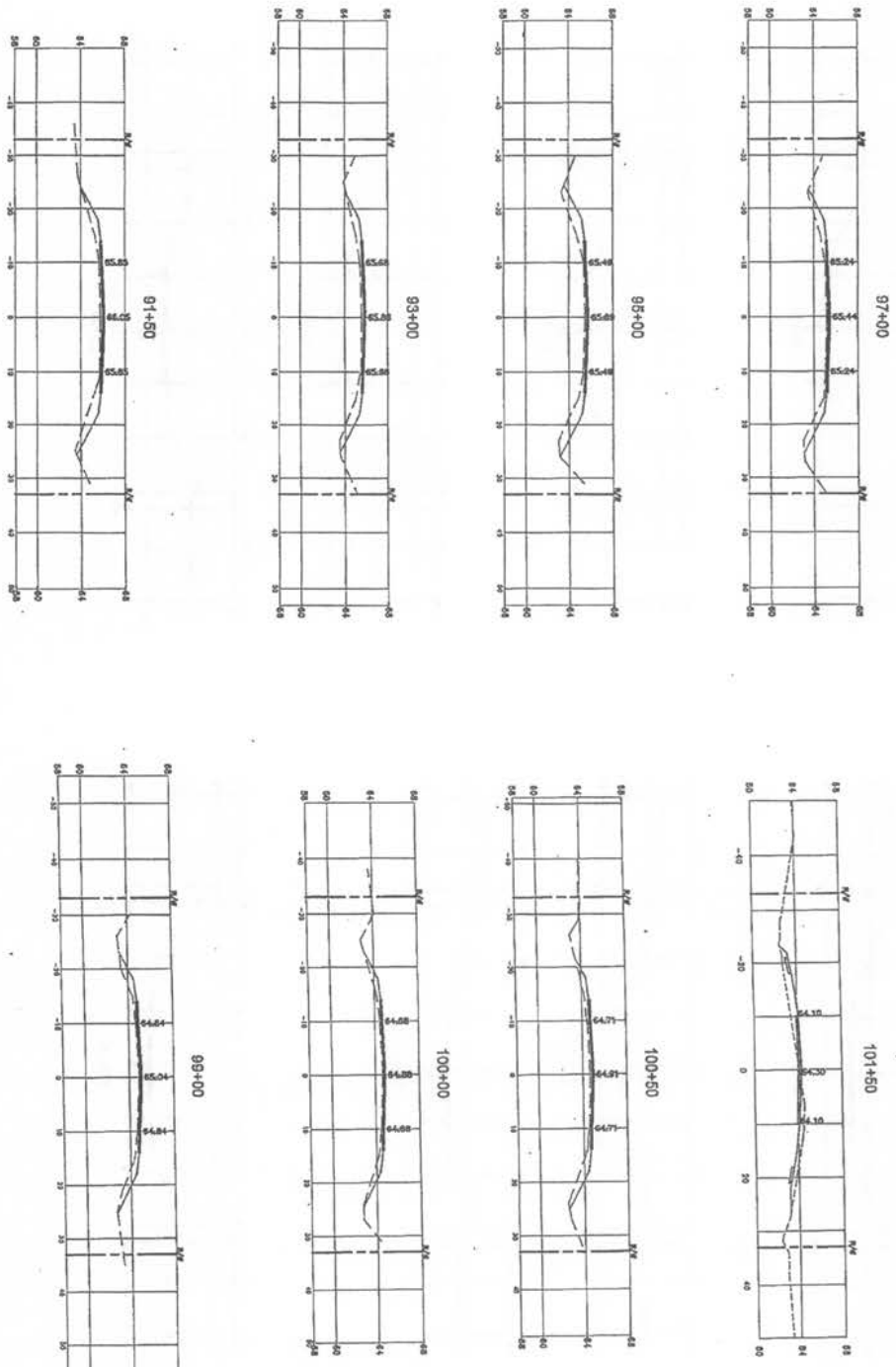




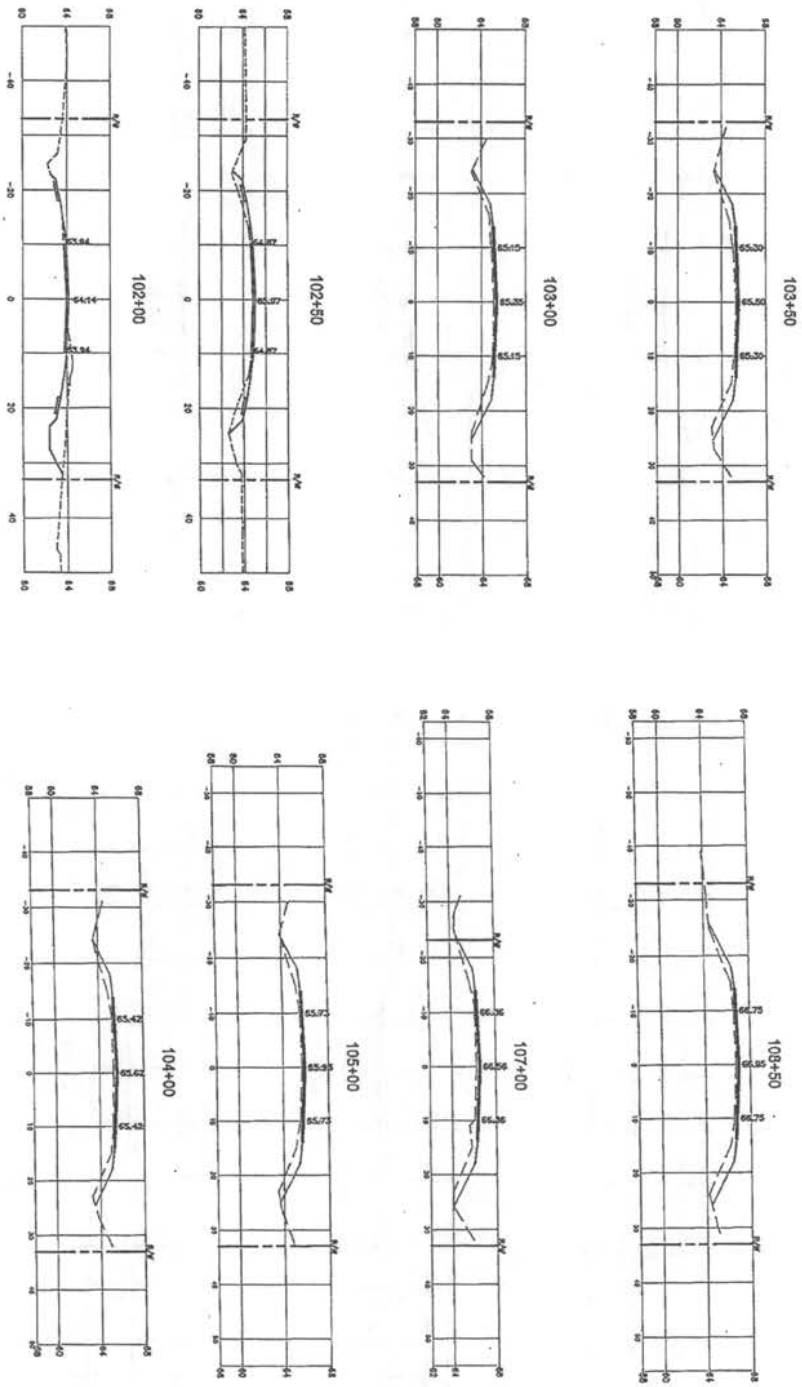




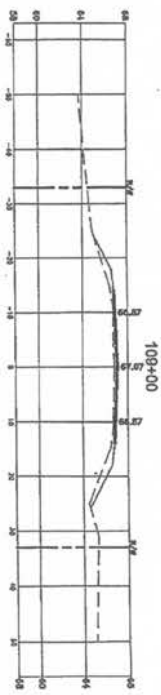
ENGINEER'S SEAL WM. DAVID CERLANEK, P.E.: FLORIDA REG. NO. 49953 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATED: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:(352)-374-5245 – FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 30	PROJECT # 5361 C-115

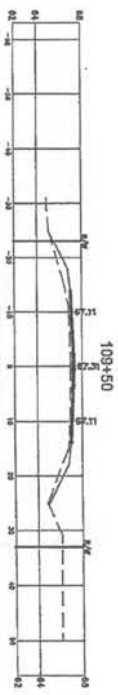


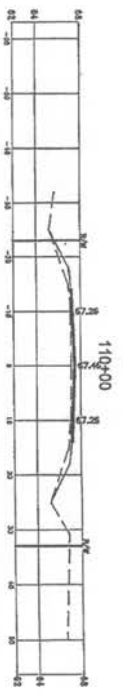
ENGINEER'S SEAL WM. DAVID GERLANDS, P.E. FLORIDA REG. NO. 49983 DATE: 5/24/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: (386)-274-4545 — FAX: (352)-337-6249 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 31	PROJECT # 6301 C-117

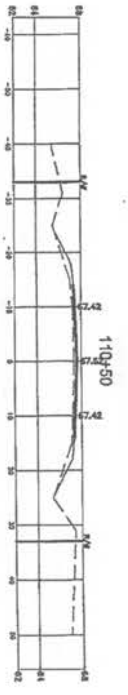


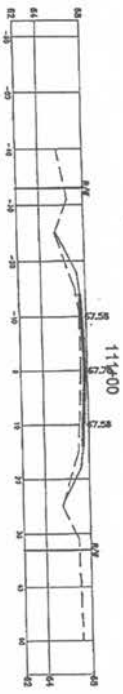
ENGINEER'S SEAL WM. DAVID GERLANDS, P.E. FLORIDA REG. NO. 48955 DATE: 5/26/10 VALID ONLY WHEN EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 – FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 9620 NW 128TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 32	PROJECT # 6301 C-118

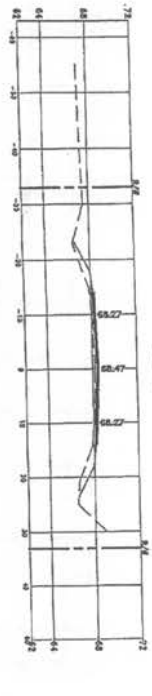


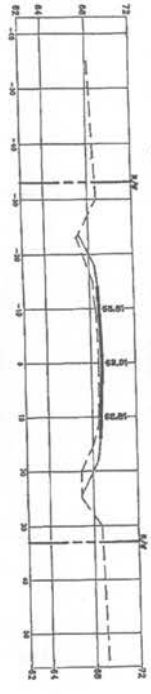


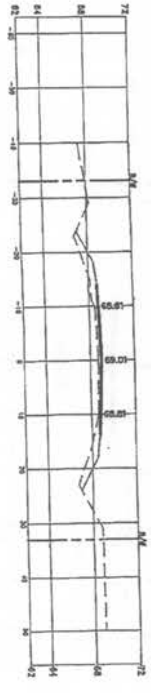






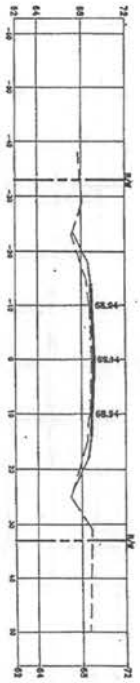


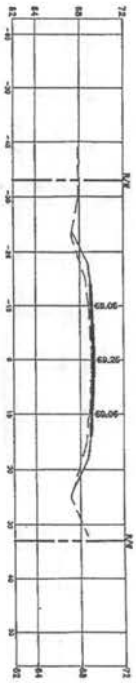


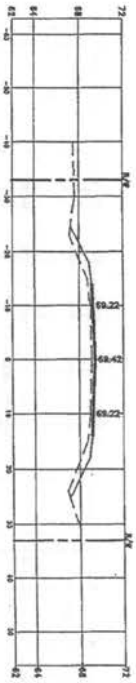


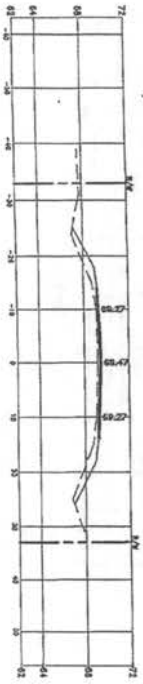
ENGINEER'S SEAL WM. DAVID CERLANEK, P.E. FLORIDA REG. NO. 49963 DATE: 5/26/10 NOT VALID WITHOUT SIGNATURE AND SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5243 – FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 33	PROJECT # 6361 C-119

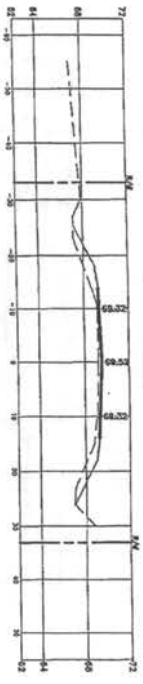


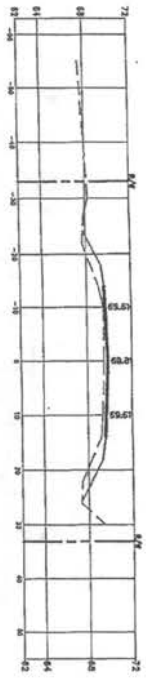


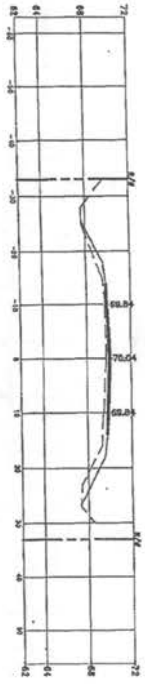




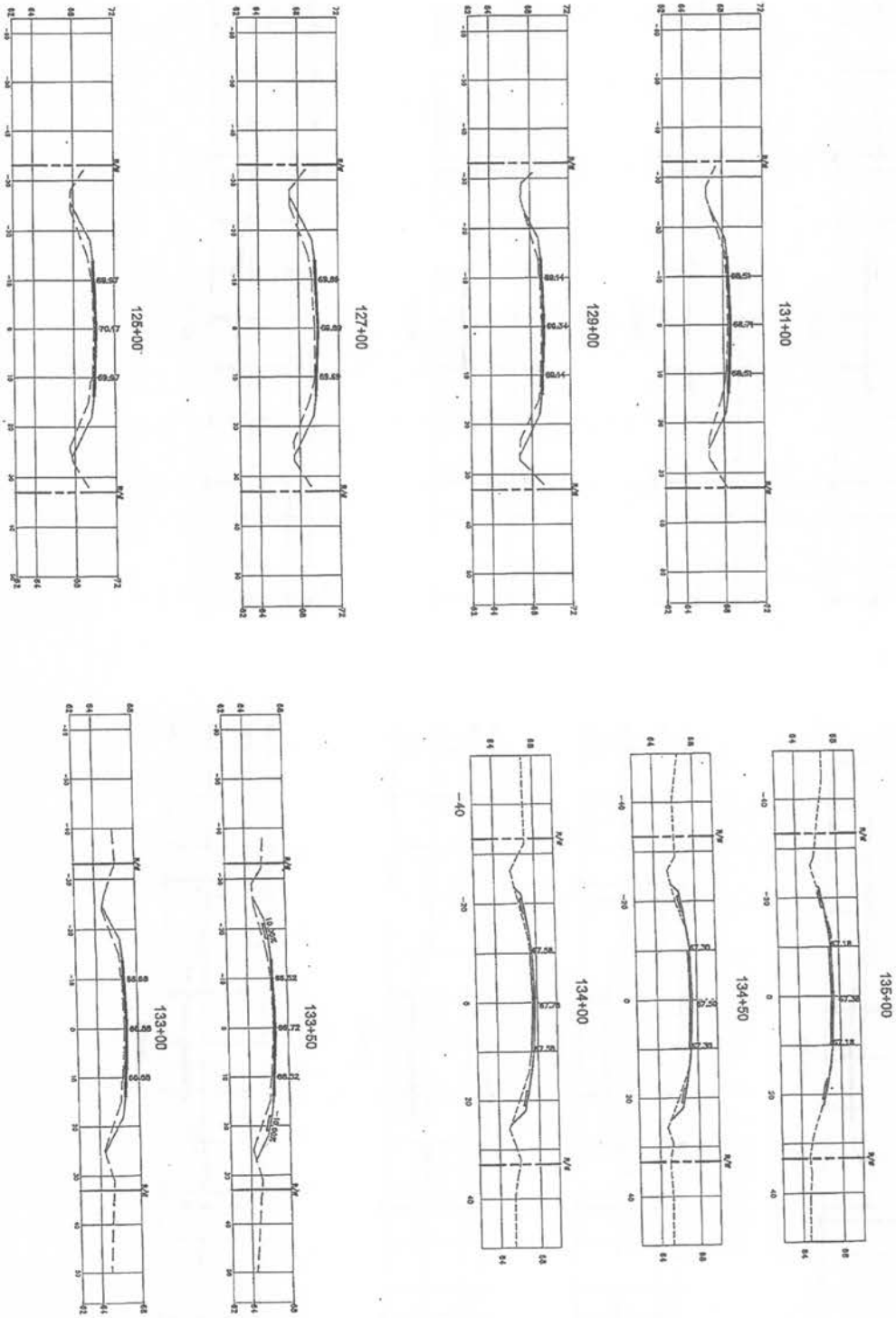




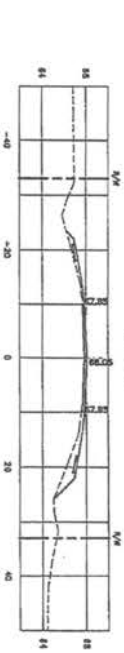


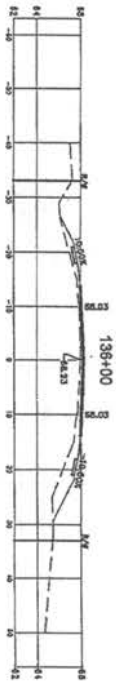


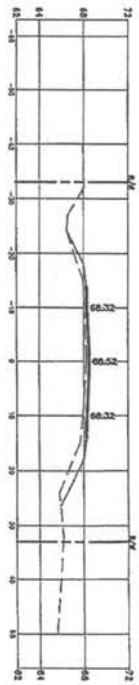
ENGINEER'S SEAL WM. DAVID GERLANCK, P.E.: FLORIDA REG. NO. 49663 DATE: 5/28/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 31 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 – FAX: 352-337-6248 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 RED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 34	PROJECT # 5301 C-123

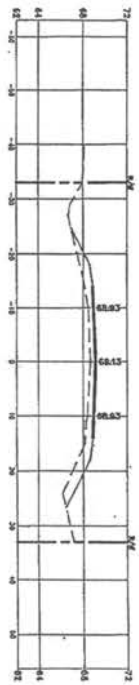


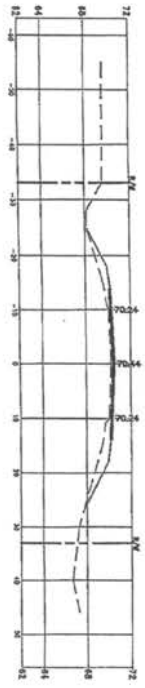
ENGINEER'S SEAL WM. DAVID GERLANDI, P.E.: FLORIDA REG. NO. 49883 DATE: 5/28/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 31 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5243 – FAX: 352-337-6942 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 35	PROJECT # 6381 C-123

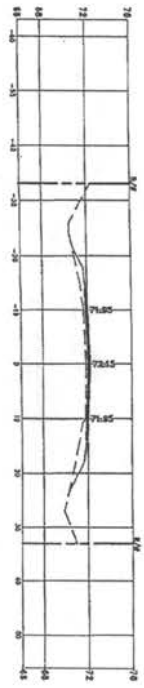


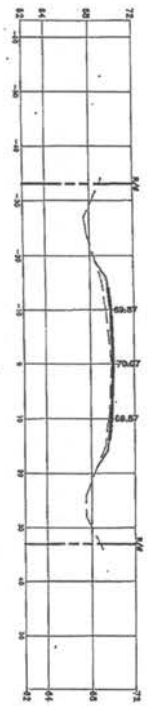


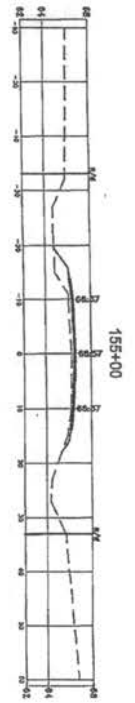




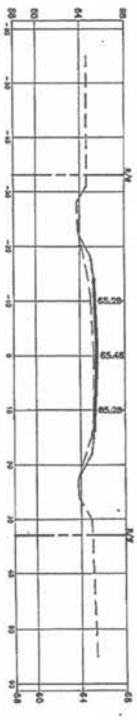


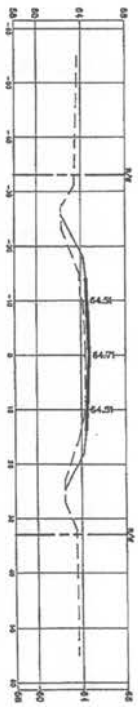


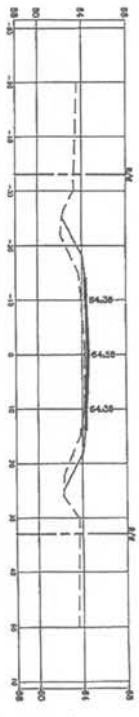


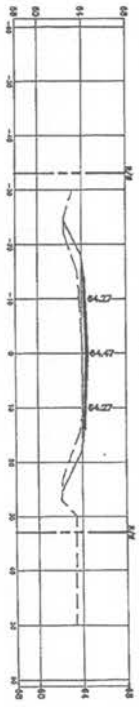


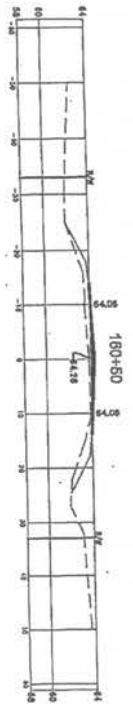
ENGINEER'S SEAL WM. DAVID GEDLANDC, P.E.: FLORIDA REG. NO. 40983 DATE: 5/28/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:352-374-5245 — FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 9030 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 36	PROJECT # 6361 C-122

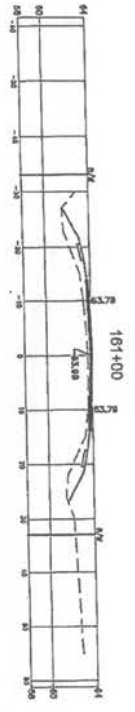


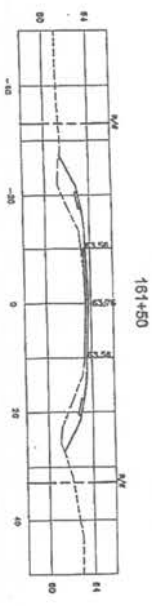


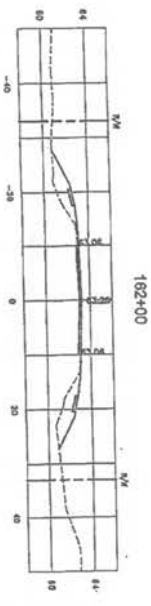




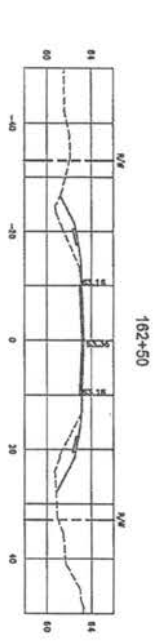


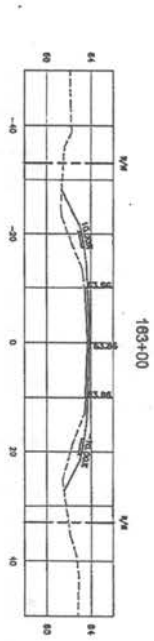


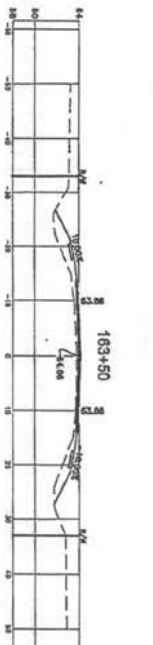


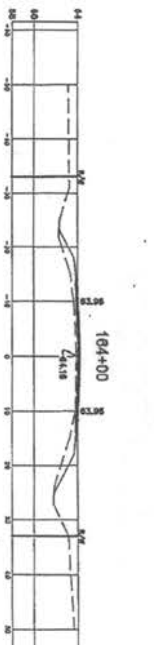


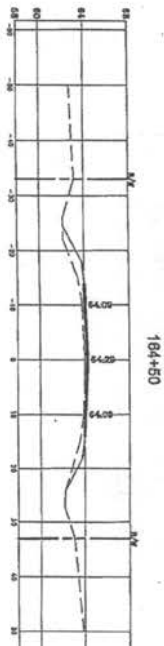
ENGINEER'S SEAL Will, DAVID GERLANECK, P.E.: FLORIDA REG. NO. 49863 DATE 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATED: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE 352-374-5249 – FAX 352-331-6343 MAILING ADDRESS PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 37	PROJECT # 6361 C-123



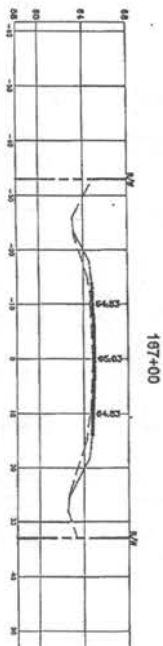


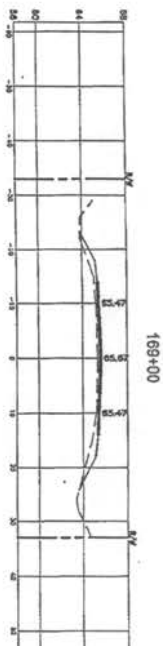




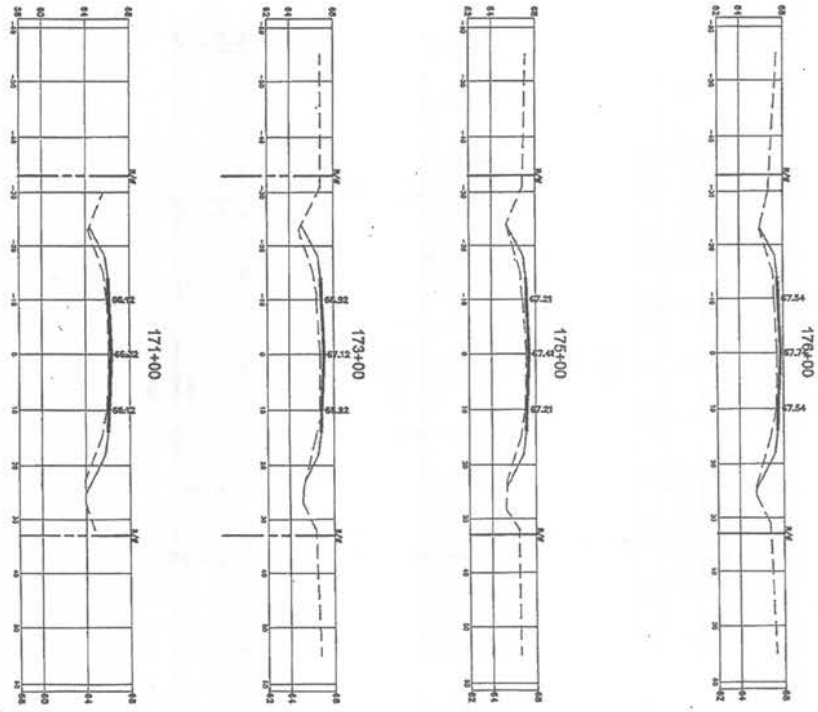


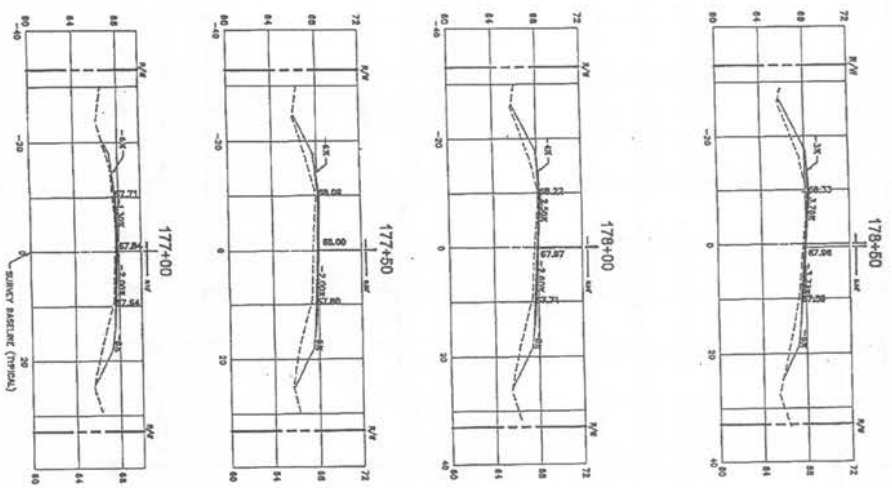




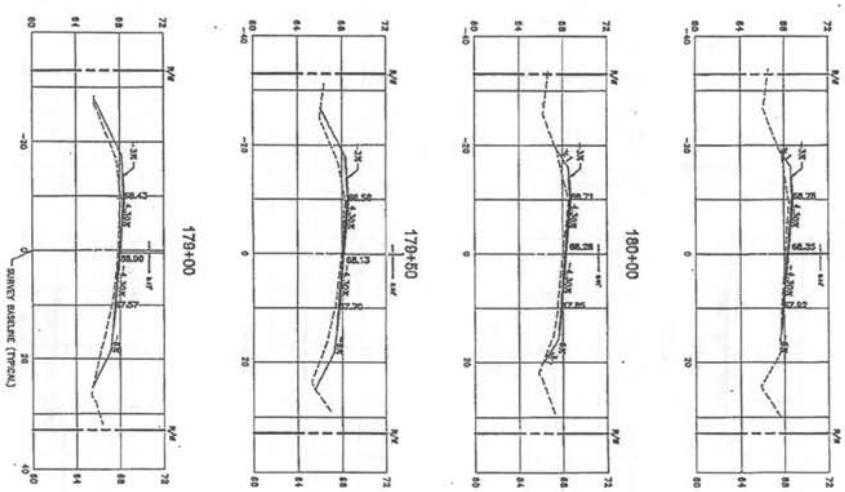


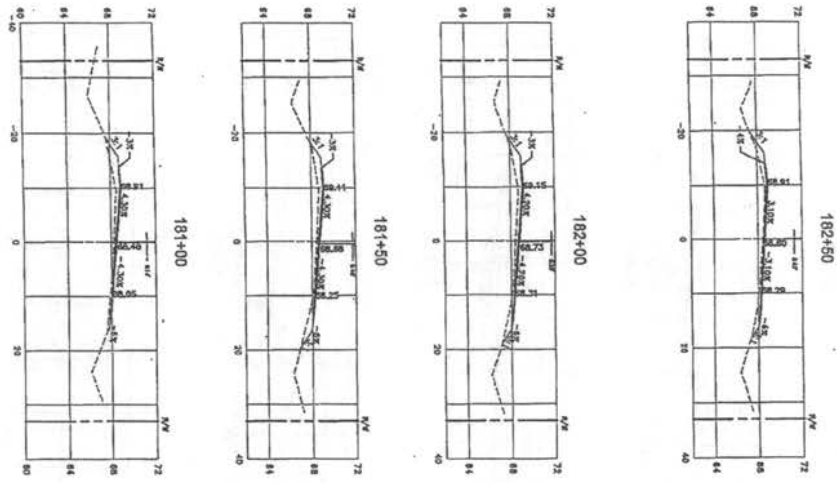
ENGINEER'S SEAL WM. DAVID CERLANSEK, P.E.: FLORIDA REG. NO. 49983 DATED: 5/28/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 -- FAX: 352-338-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 38	PROJECT # 6381 C-124





ENGINEER'S SEAL VAL DAVID CERLANEK, P.E. FLORIDA REG. NO. 49913 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: SCALE: DRAWN BY: DESIGNED BY: APPROVED BY:	21 MAY 2010 AS NOTED	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 – FAX: 352-337-6043 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 3620 NW 13TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 39	PROJECT # 6361 C-125





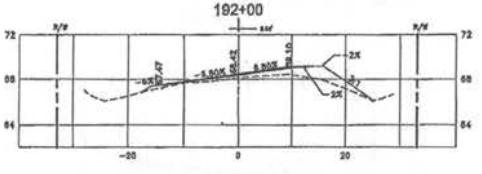
ENGINEER'S SEAL WM. DAVID CERLANSK, P.E. FLORIDA REG. NO. 49983 DATE: 5/28/10 VALID ONLY WITH EMBOSSED SEAL	DATE:	21 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:(352)-374-5245 – FAX (352)-337-6143 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX SHIPPER: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 6361
	SCALE:	AS NOTED			
	DRAWN BY:			CROSS SECTIONS SHEET 40	C-126
	DESIGNED BY:				
	APPROVED BY:				

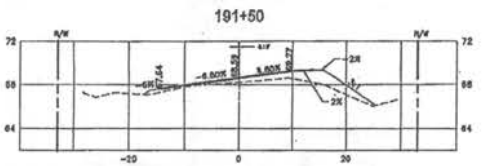
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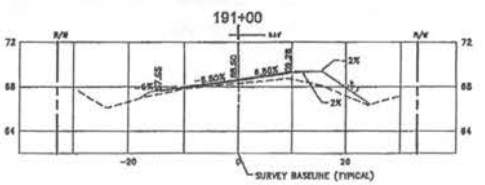
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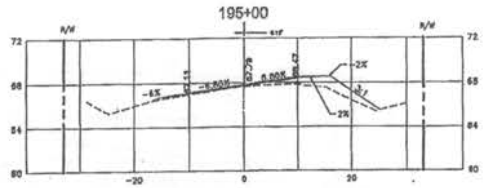


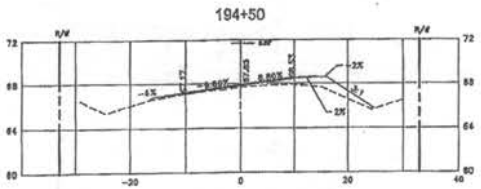


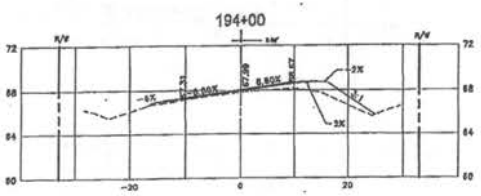














ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING

CR 325
MILLING & RESURFACING

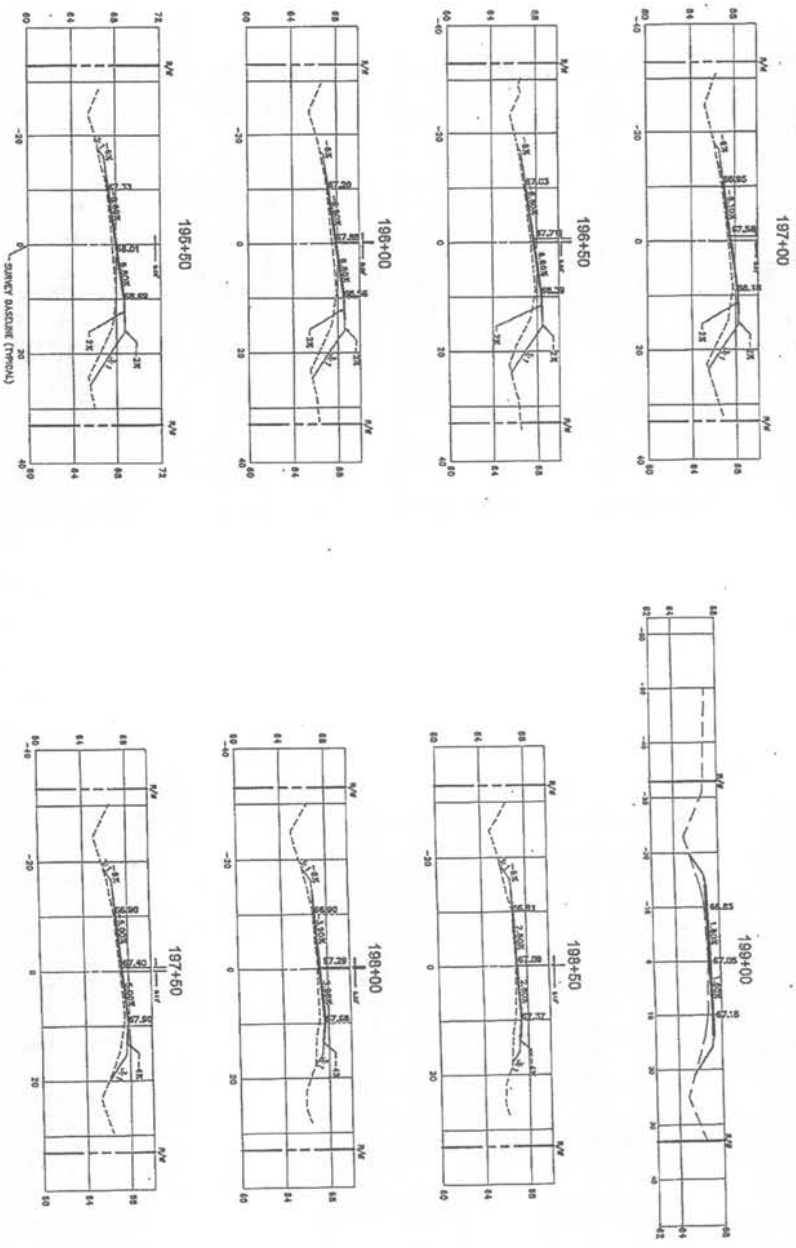
CROSS SECTIONS SHEET 42

PROJECT # 6381

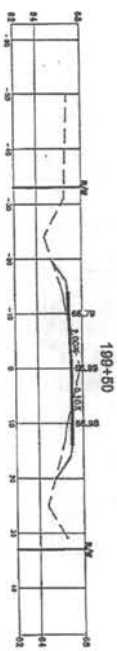
C-128

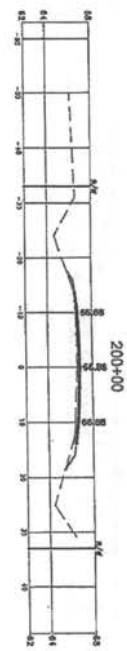
DATE: 21 MAY 2018
SCALE: AS NOTED
DRAWN BY:
DESIGNED BY:
APPROVED BY:

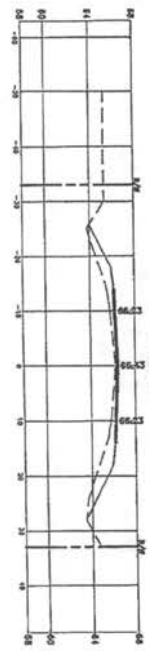
ENGINEER'S SEAL
WM. DAVID CORLANEK, P.E.
FLORIDA REG. NO. 49883
DATED: 5/24/18
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WM. DAVID CORLANEK, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

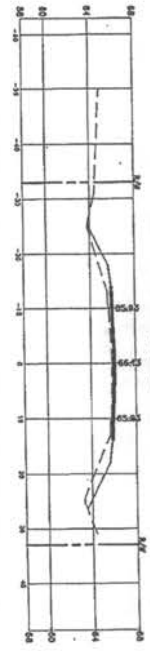


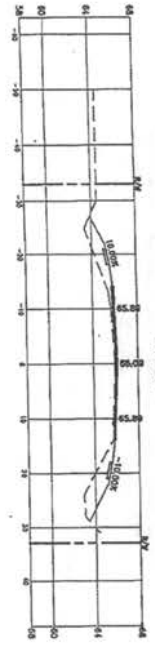
ENGINEER'S SEAL WM. DAVID CERLANEK, P.E. FLORIDA REG. NO. 49883 DATE: 5/24/10 VALID ONLY WITH EMBOSSED SEAL	DATE:	21 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 – FAX: 352-333-4243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 ISSUE ADDRESS: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 6361
	SCALE:	AS NOTED		CROSS SECTIONS SHEET 43	C-129
	DRAWN BY:				
	DESIGNED BY:				
	APPROVED BY:				

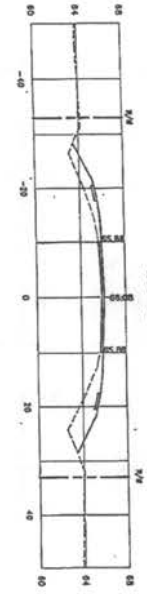


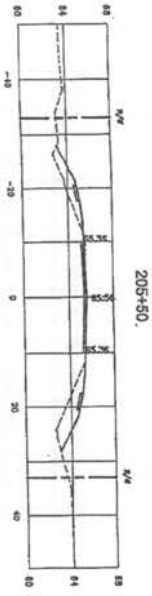


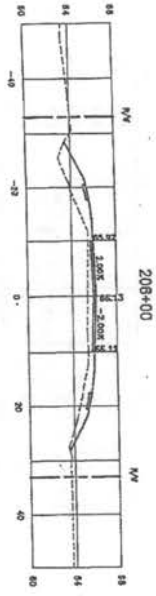


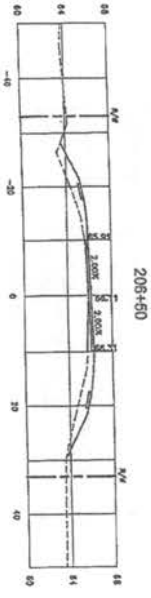




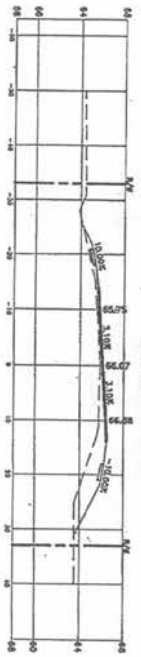


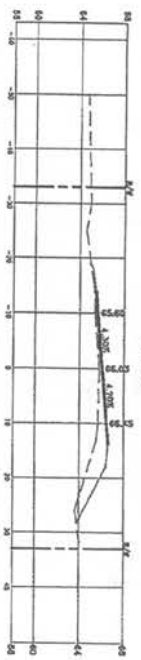


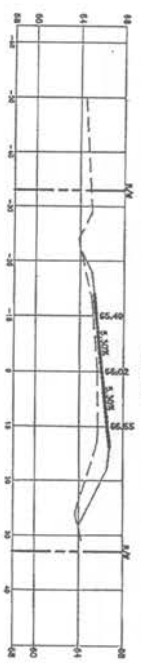




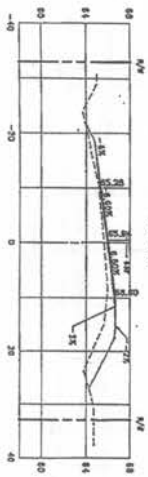
ENGINEER'S SEAL WM. DAVID CORLANEK, P.E. FLORIDA REG. NO. 49083 DATE: 5/26/10	DATED:	21 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING	CR 325 MILLING & RESURFACING	PROJECT # 6361
	SCALE:	AS NOTED		CROSS SECTIONS SHEET 44	C-130
	DRAWN BY:				
	DESIGNED BY:				
	APPROVED BY:				

















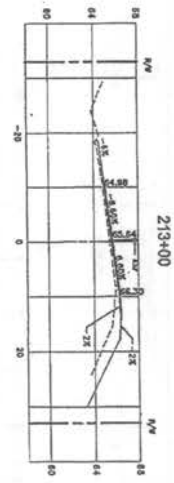
ENGINEER'S SEAL WM. DAVID CERLANEK, P.E.: FLORIDA REG. NO. 49983 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5246 ~ FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 45	PROJECT # 6365 C-131

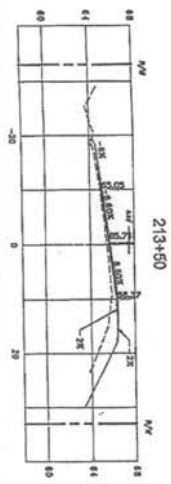




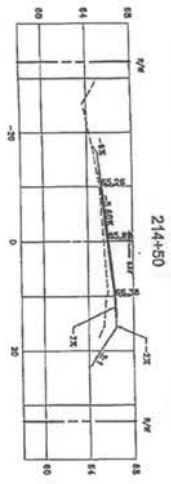
















ENGINEER'S SEAL
WM. DAVID GERLANDS, P.E.
FLORIDA REG. NO. 49983
DATE: 5/20/10
VALID ONLY WITH EMBOSSED SEAL

DATE:	21 MAY 2010
SCALE:	AS NOTED
DRAWN BY:	
DESIGNED BY:	
APPROVED BY:	

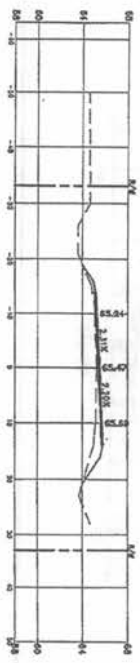
ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING

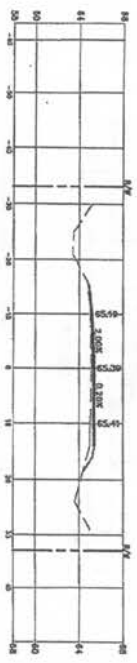
CR 325
MILLING & RESURFACING

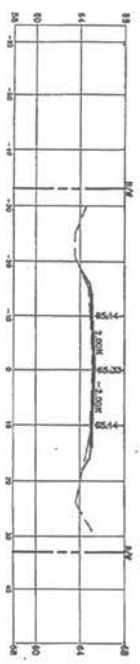
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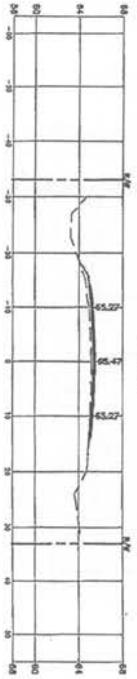
PROJECT # 6361

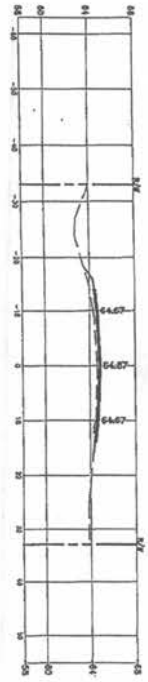
C-132

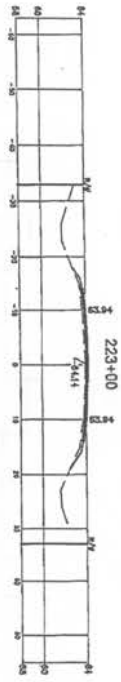


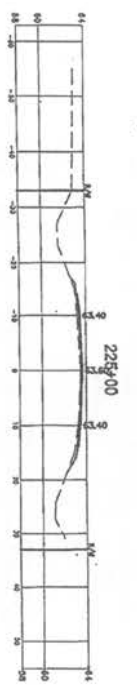


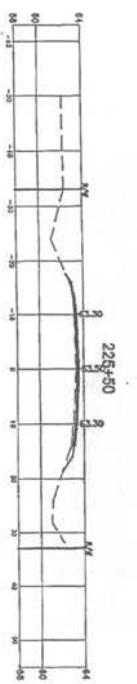




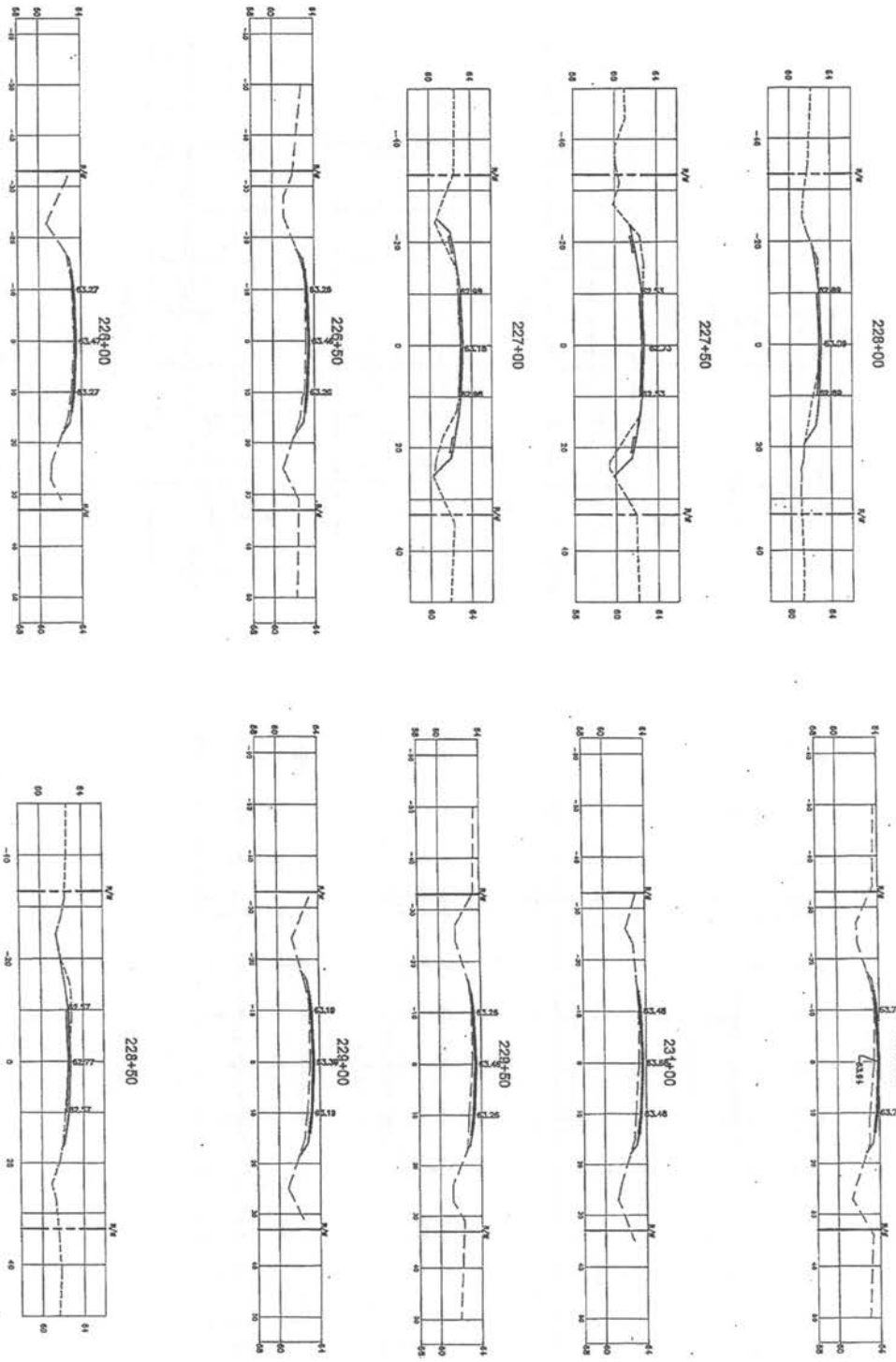




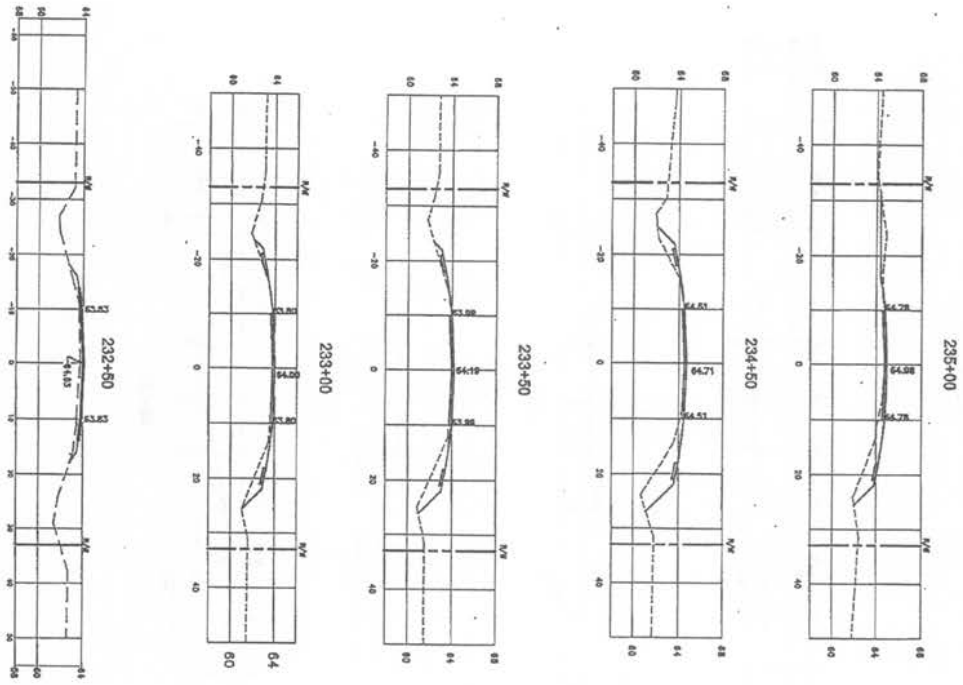


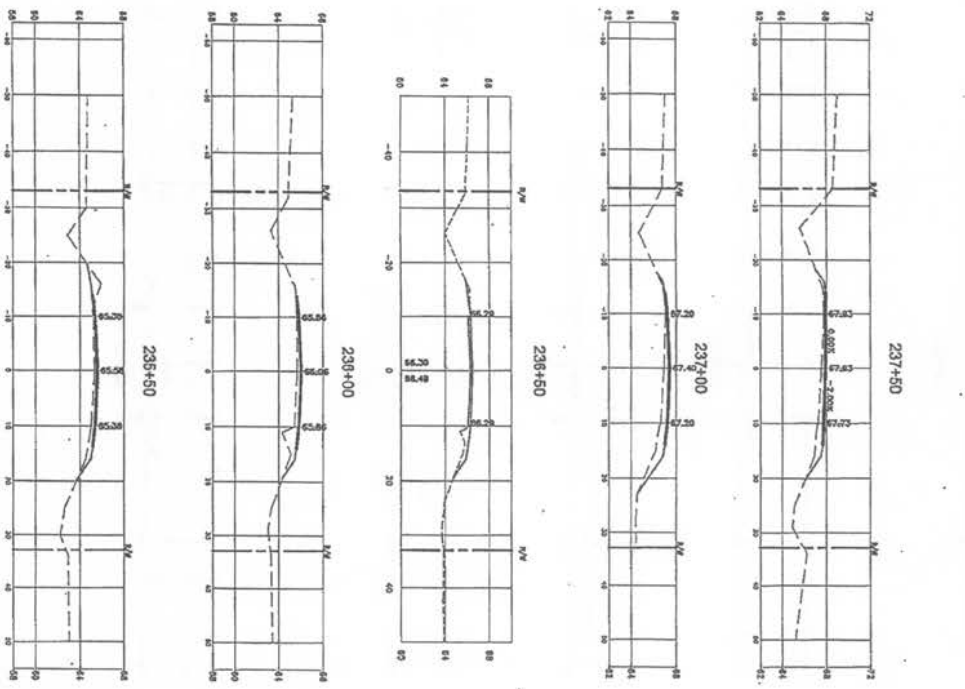


ENGINEER'S SEAL WM. DAVID GERLANTZ, PE# FLORIDA REG. NO. 49240 DATE: 5/26/10 VOID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:(352)-374-5245 – FAX: (352)-337-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 47	PROJECT # 6381 C-133

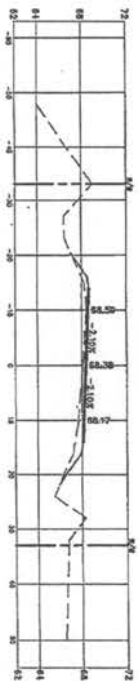


ENGINEER'S SEAL YM. DAVID GERLANEK, P.E. FLORIDA REG. NO. 49953 DATE: 5/20/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE:(352)-374-5246 -- FAX: (352)-337-6243 MAILING ADDRESS: PO BOX 1749, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 48	PROJECT # 6381 C-134





ENGINEER'S SEAL WM. DAVID CERLANSEK, P.E. FLORIDA REG. NO. 49963 DATE: 5/28/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 -- FAX: 352-337-6043 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 49	PROJECT # 6361 C-133



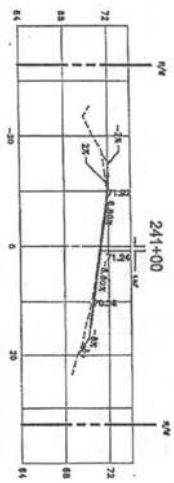


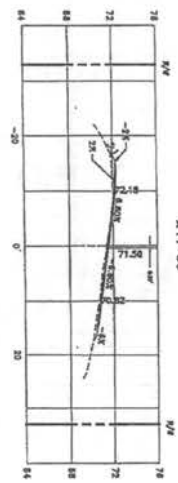


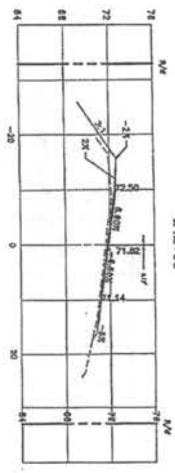




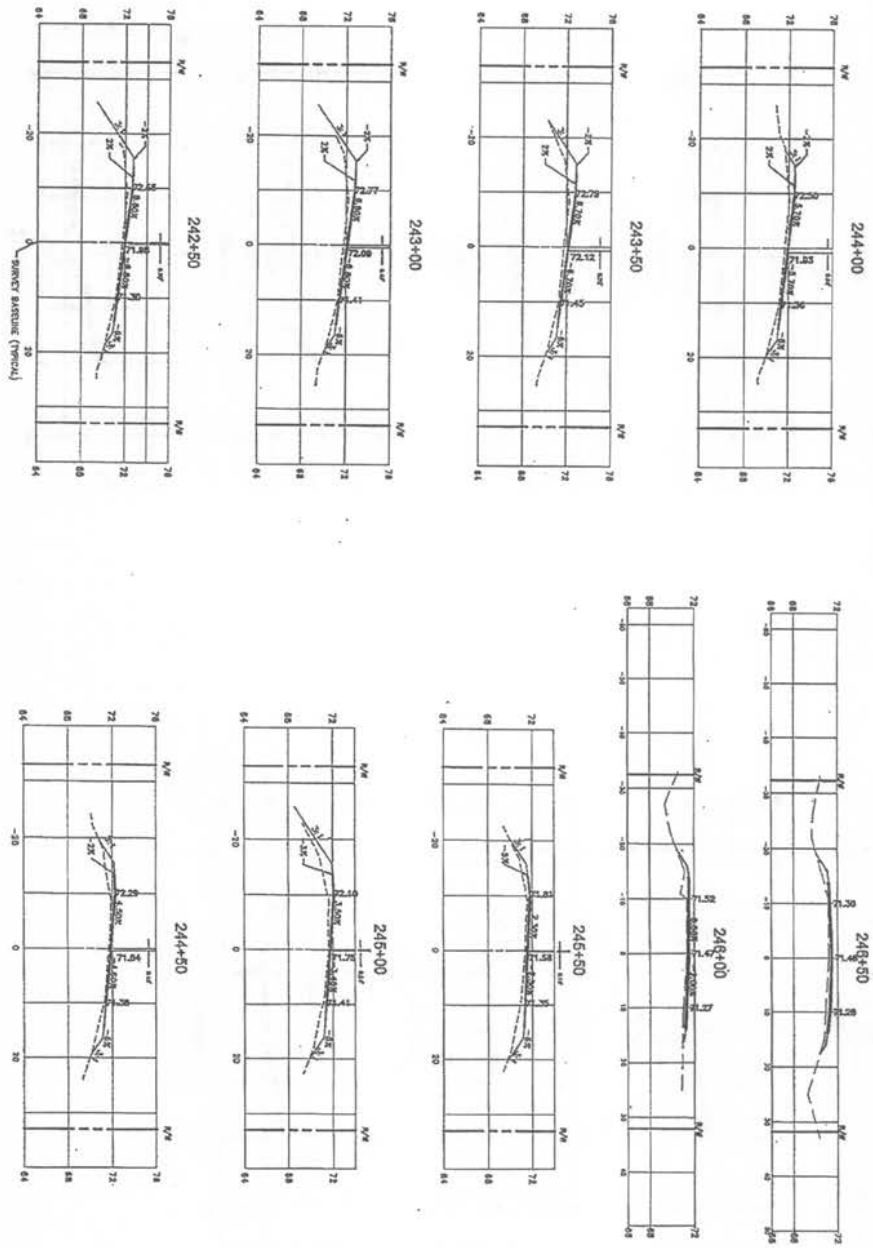




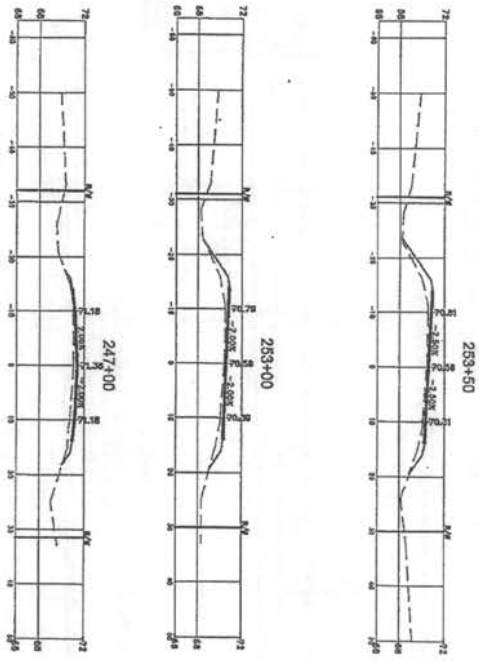




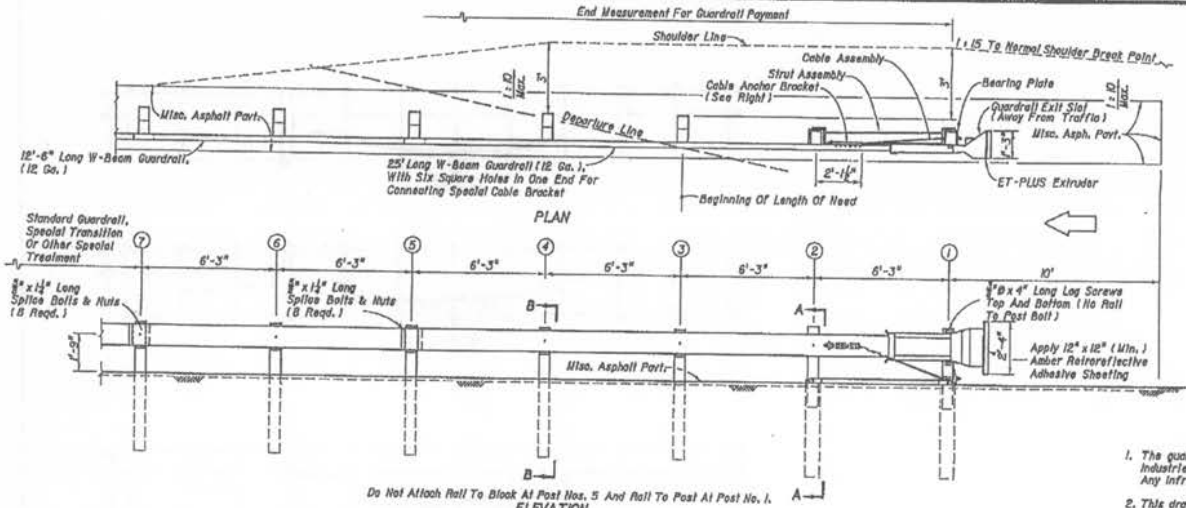
ENGINEER'S SEAL WM. DAVID CERLANEK, P.E. FLORIDA REG. NO. 48983 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 -- FAX: 352-337-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 50	PROJECT # 6301 C-136

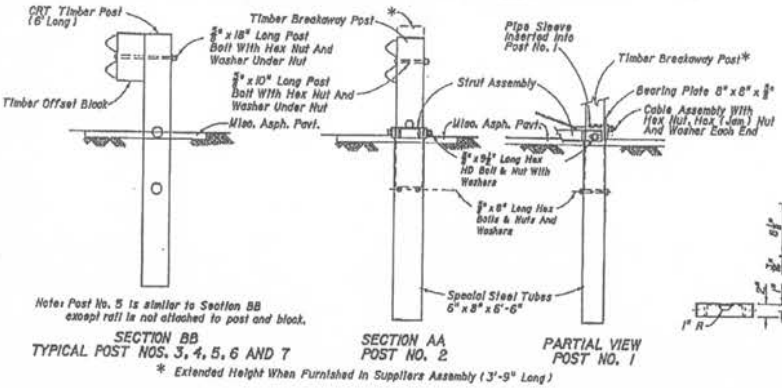


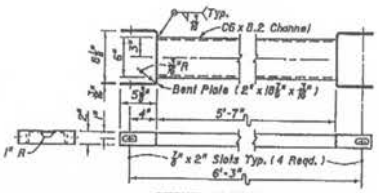
ENGINEER'S SEAL WM. DAVID CERLANEK, P.E. FLORIDA REG. NO. 49983 DATE: 5/28/10 VALID ONLY WHEN EMBOSSED SEAL	DATE: 21 MAY 2010 SCALE: AS NOTED DRAWN BY: DESIGNED BY: APPROVED BY:	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE 352-374-5246 – FAX 352-337-6943 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING CROSS SECTIONS SHEET 51	PROJECT # 6363 C-137

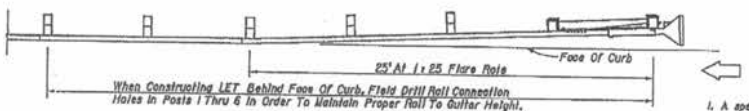


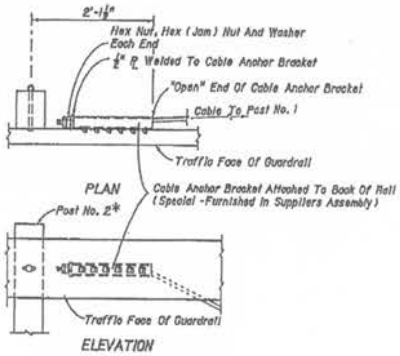
ENGINEER'S SEAL WM. DAVID GERLANDS, P.E. FLORIDA REG. NO. 49963 DATE: 5/26/10 VALID ONLY WITH EMBOSSED SEAL	DATE:	21 MAY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 – FAX: 352-331-6343 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	CR 325 MILLING & RESURFACING	PROJECT # 6351
	SCALE:	AS NOTED			
	DRAWN BY:				
	DESIGNED BY:			CROSS SECTIONS SHEET 52	C-138
	APPROVED BY:				











CABLE ANCHOR BRACKET INSTALLATION

LET NOTES

1. The guardrail end anchorage system represented on this drawing is a proprietary design manufactured by Trinity Industries, Inc. and marketed under the trade name ET-2000 LET hereafter referred to and identified as LET. Any infringement on the rights of the designer shall be the sole responsibility of the user.
2. This drawing is produced by the Florida Department Of Transportation solely for use by the Department and its assignees. This drawing provides the general graphics and information necessary to field identify component parts of the LET and their incorporation into a whole system.
3. This drawing is sufficient for plan details for the LET when installed in connection with shoulder guardrail and precludes the requirement for shop drawing submittals unless the plans otherwise call for such submittals. The LET shall be assembled in accordance with the manufacturer's detailed drawings, procedures and specifications.
4. The LET is intended for use as an approach and guardrail anchorage for shoulder guardrail located parallel to traffic lanes. The effective length of the LET is 37.5' including one 25' special W-Beam panel and one 12.5' standard W-Beam panel. The effective length is outside of any other standard guardrail, guardrail transitions or other special treatments. The LET alignment is an extension of the normal guardrail alignment, except when constructed with curb the alignment of the LET will be flared over the first 25' at a rate of 1:25.
5. The LET can not be used in medians where horizontal clearance requires the use of a backrail.
6. Post Options:
   (a) Posts at location Nos. 1 and 2 are timber breakaway posts with special length steel foundation tubes without soil plates. Posts at location Nos. 3, 4, 5, 6 and 7 are CRT timber posts.
   (b) Posts shown in Option (a) can be replaced by hinged steel breakaway posts and the steel channel offset strut can be replaced by one 3" x 3" x ¼" steel angle on the back side between Posts No. 1 and No. 2. Post No. 1 can be replaced by the steel hinged post with the manufacturer's identification of HBA Post Type J1, and Post Nos. 2 through 8 can be replaced by steel hinged posts with the manufacturer's identification HBA Post Type J2.
7. For galvanizing requirements of metallic components see Standard Specification Section 967.
8. If the plans call for the 'LET' at a specific location, substitutions with other end anchorage assemblies will not be permitted unless approved by the Engineer. If the plans call for end anchorage assembly 'parallel' at a specific location, the contractor has the option to construct any FDOT approved parallel assembly. Where a flared end anchorage is called for in the plans, any approved substitution with a parallel end anchor will not be eligible for VECP consideration.
9. The LET shall be paid for under the contract unit price for Guardrail, End Anchorage Assembly (Parallel), EA and shall be full compensation for furnishing and installing all components in accordance with the plans, the manufacturer's detailed drawings, procedures and specifications and this drawing.

DESIGN NOTES

1. A special site evaluation should be considered prior to using the LET where there is less than 25' clear area on the extrusion side (back side) of the LET.
2. The LET is suitable for all design speeds.

FDOT APPROVED DRAWING

ET-2000 LET

Sheet No.	QPL No. S536-0204
1 of 1	

February 8, 2011 Regular BoCC Meeting
Agenda Item #17

Title
SWAG Utilization Plan for the proposed SW Community Resource Center (Amended)

Amount
N/A

Description
The Southwest Advocacy Group(SWAG) will present the Utilization Plan (UP) for the proposed Community Resource Center. The UP will provide the following details: information about the entities responsible for site management services, specifics regarding community needs and the partnering agencies addressing them and the logic model developed to address community needs.

Recommendation
Accept the Southwest Advocacy Group's Utilization Plan for the Southwest Community Resource Center.

Alternative(s)
Do not accept the Southwest Advocacy Group's Utilization Plan

Requested By
Elmira K. Warren/Minnie Rolark/Cathie Whtiney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Resource Center Utilization PowerPoint Presentation

Documents Requiring Action
N/A

Executive Summary
At the January 11, 2011 Board of County Commissioners (BoCC) meeting the BoCC approved the purchase of two (2) properties in Southwest Alachua County to establish a Community Resource Center and a Public Health Unit. The BoCC directed County staff and the Southwest Advocacy Group(SWAG) to bring back a plan for the utilization of the proposed community resource site and a simplified site plan for the rehabilitation of the site at the February 8, 2011 BoCC Meeting.

Background
At the August 31, 2010 Board of County Commissioners (BoCC) meeting the SWAG requested the BoCC to purchase properties in the Southwest for a proposed Community Resource Center and Public Health Unit. The BoCC designated funds in the amount of $225,000 for the purchase and rehabilitation of the Community Resource Center. The BoCC directed staff to bring back information on the proposed Public Health Unit. Public Works staff located two(2) properties and began negotiations. During the negotiation period the mortgagor foreclosed on the properties. The properties are now owned by FEDERAL HOME LOAN MORTGAGE CORPORATION (Freddie Mac). At the January 11, 2011 BoCC meeting the BoCC authorized the purchase of two properties in the amount of $130,000, which included closing cost. The BoCC directed staff and the SWAG to bring back a presentation detailing the planned use of the Community Resource Center and a simplified rehabilitation plan prior to

the closing of the properties at the February 8, 2011 Board of County Commissioners meeting.

Issues
Updated rehabilitation plan is not completed

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
Capital Project

Account Code(s)
318-2985-672.62.10

Attachment: SWAG resource center and health clinic plan presentation.pdf

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"Taking a hands on approach to our community!"

Resource Center, Clinic, and Playground Purchase, Renovations, and Implementation Plan

Presented by

Dorothy Benson, SWAG Chair

And Katie Fields, ACSO Crime Prevention Analyst

Presentation Outline

- Building purchases
  - February 15, 2011
- Permitting
  - February – June 2011
- Renovations
  - June – September 2011
- Playground development
  - June – September 2011
- Staffing/Programming
  - September – indefinitely



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Building Purchases

- Freddie Mac
  - 807 SW 64th Terrace
    - $59,900
  - 812 SW 64th Terrace
    - $59,900
- Sign contract by February 15th



- Vacant lot deeded over to the County from the Preservation and Enhancement District

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Permitting

Process Step		Time Frame
Special Use Permit (for both buildings and vacant lot)	Neighborhood Workshop	02/26/11 10-11am
	Submit Application	02/28/11
	Planning Commission Public Hearing	04/20/11
	Board of County Commissioners Public Hearing	05/10/11
Development Plan Review (Minor Plan) (SWAG Center)	Submit Application	05/09/11
	Comments Received	05/27/11
	Development Review Public Hearing	06/09/11
Building Permit (SWAG Center)	Application	As early after 6/9/11 as possible

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SWAG Center Renovation

- Howard McLean, Architect
- Demolition during permitting process
  - Leave concrete dividing walls
  - Volunteers, community programs, inmates
- Begin renovations mid June, 2011
  - $15-$30 square foot
    - $85,000 maximum cost
  - Complete by September 2011
  - Contractor from County list
    - Agreement to allow volunteers to assist?



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Health Clinic Renovation

- Funding options
  - Urban Institute grant
  - Federally Qualified Health Center grant
- Mobile Clinic can provide health services until clinic is renovated and opened for programming

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Playground Development

- Lot donated to the Preservation and Enhancement District
  - Lot has been deeded over to the County
- $15,000 donated by Tower Hill Insurance
- $50,000 donated by Partners for a Productive Community from a HUD streetscape grant
  - Will provide right-of-way signage, fencing, landscaping, and a sidewalk
- $10,000 to be used from County's allotted $225,000
- County to advise on equipment

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Staffing

Source	Position	Value
Partnership for Strong Families	(1) Full-time center manager	$75,000/year (salary, benefits, and facility costs)
Preservation and Enhancement District	(2) 10-hour per week community interns	$9,600/year (salary)
SWAG	Volunteers	$18.20/hour (www.volunteeringinamerica.gov)
Service Providers	Staff	Varies

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Programming

- Goals (from "top 10" issues)
  - Needs
  - Partners
  - Programs/services
- SWAG Center
  - Open 30 hours each week
- Health Clinic
  - To be discussed once renovation funding is secured





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Top 10 Issues

1. Crime
2. Gangs
3. Limited transportation and access to resources
4. Health disparities
5. Housing issues
6. High percentage of youth without constructive recreation
7. Child maltreatment
8. Domestic violence
9. Education disparities
10. Dense poverty

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Programming to: Reduce Crime

Needs	Partner Providers	Programs	
•Law Enforcement •Crime awareness •Community involvement •Personal protection •Property protection •Safety information •Violence reduction •Drug reduction •Reduce recidivism (juveniles and adults) •Restoration of felon rights	Alachua County Sheriff's Office (MOU)	Crime Prevention Unit	Crime watch groups, safety fairs, presentations, security surveys
		COPS Team	Special details
			Housing information
			Gang information
			Sex offender/ predator information
		Patrol	Proactive patrol, answer calls for service, arrests
	Department of Juvenile Justice (MOU)	Educational presentations	
		Juvenile community service	
	State Attorney's Office (MOU)	Witness management	
		Project Payback	

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Programming to: Reduce Gang Membership

Needs	Partner Providers	Programs	
•Gang awareness •Parent education •Youth activities involving positive adult and child role models	Big Brothers Big Sisters (MOU)	Long-term, weekly, one-to-one mentoring	
	Boys and Girls Club	Gang/Violence Prevention	Education
			Skill building
	SWAG (MOU)	Junior SWAGERs	Youth crime prevention
			Community involvement
	Alachua County Sheriff's Office (MOU)		Neighborhood investment

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Programming to: Improve Transportation (access to resources)

Needs	Partner Providers	Programs	
•Services in the southwest •A resource center •Computer/ copier/ fax machine •Legitimate paths/ sidewalks •Increased bus frequency •Additional bus line to Chiles Elementary •Bus passes	Alachua County Board of County Commissioners	Funding for Resource Center purchase and renovations	Provides a place to bring resources for the community to access
	UF College of Medicine (MOU)	Mobile Clinic	Neighborhood healthcare and education
	Alachua County Library District (MOU)	Book Mobile	Access to books
		Library staff	Help with computer resources
	The Rotary Clubs of Gainesville	Wild Game Feast grant	Furnishings , appliances, and computers to facilitate access to area resources
	Partnership for Strong Families (MOU)	Management of resource center	Facilitate access to resource providers through programming at SWAG Center

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Programming to: Improve Access to Healthcare Services

Needs	Partner Providers	Programs	
•Adult/child dental care •Smoking cessation •High blood pressure information/care •Diabetes information/care •Primary care •Pediatricians •Specialists •Reproductive healthcare (family planning, testing, pregnancy education)	Alachua County Health Department (MOU)	Health Clinic*	Almost all services that are provided at SE Health Department
	UF College of Medicine: Mobile Clinic, medical students (MOU)	Mobile Clinic	Neighborhood healthcare
			Neighborhood health education
	Planned Parenthood (MOU)	Various teen/adult programs	Prevention (pregnancy, STIs)
			Reproductive health
	Alachua County Healthy Start (MOU)	Home Visitors	Education (health, parenting, child growth and development)
			Information and Referral
		Classes	Nutrition, exercise, smoking, drinking, birth control, breastfeeding, infant care, normal childhood growth and development, parenting

* Health clinic will be located at 812 SW 64th Terrace –funding for renovations are still being explored. The Alachua County Health Department currently provides services through the Mobile Clinic.

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Programming to: Improve Access to Healthcare services (continued)

Needs	Partner Providers	Programs	
•Special needs care •Individual, family, teen, parent, child, mental health, relationship, domestic violence, and drug-alcohol counseling •Insurance for adults •Life insurance	Children's Medical Services (MOU)	KidCare Insurance	
		Child health education	
		Care coordination for special healthcare needs	
	CDS Behavioral Health Services (MOU)	Outreach	Counseling
	Meridian Behavioral Healthcare (MOU)	Prevention	
		Treatment	
		Support services	
	Grace United Methodist Church (MOU)	Volunteers from medical/dental fields	
	UF Early Steps	In-home child development evaluation program	
		Case management for children with developmental delays	

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Programming to: Improve Housing Conditions

Needs	Partner Providers	Programs	
•Code enforcement •Hold property managers/ owners accountable •Advocacy •Homeownership	Three Rivers Legal Services (MOU)	Legal advice	Education
			Advocacy
	Southern Legal Counsel	Legal advice	Education
			Advocacy
	Alachua County Code Enforcement	Code Enforcement	Information
			Enforcement
	SWAG (MOU)	Advocacy	
	Habitat for Humanity	Opportunities for homeownership	

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Programming to: Provide Constructive Programs/Recreation for Youth

Needs	Partner Providers	Programs
•Afterschool programs •Play activities for children ages 0-17 •A playground •A basketball court •Summer programs •Recreation programs •Exercise classes •Dance classes	Preservation and Enhancement District (MOU)	Donated lot to be developed into a playground for children 2-12
	Tower Hill Insurance	Donated $15,000 for playground equipment
	Girl Scouts Gateway Council (MOU)	Weekly programming for girls 5-17
	Banta Properties	Donated tennis court, pool, and racquetball court (to be refurbished into uses suitable for the community)
	Bob and Carolyn Harrell	Portable basketball hoop (Harbor Cove)
	Sierra Club	Inner City Outings

Programming to: Reduce Child Maltreatment

Needs	Partner Providers	Programs	
•Parenting education •Parenting resources •Parenting support •Strong parent-child relationships •Stabilization of families •Stress management •Coping strategies	Partnership for Strong Families (MOU)	Baby College, referrals	
	Department of Children and Families (MOU)	Food stamps, Medicaid sign-up	
		Program sustainability planning	
	UF Child Abuse Prevention Project (MOU)	In-home services	Parent education
			Support services
	Healthy Families (MOU)	In-home services	Parent education
			Counseling
		Parenting classes	
	Children's Home Society (MOU)	In-home services	Support services
	Catholic Charities (MOU)	Respite services	
		Pregnancy services	
		Adoption services	

Programming to: Reduce Domestic Violence

Needs	Partner Providers	Programs	
•Domestic violence awareness •Prevention and intervention resources for individuals and families •Counseling	Empowered to Live the Life YOU Choose Rebuilding Program (MOU)	Outreach	Awareness education
			Workshops for victims and survivors
	Peaceful Paths (MOU)	Violence prevention	Adults/teens/children
		Professional training	
		Community education/awareness	
		Social marketing	
		Technical assistance for prevention planning	
	State Attorney's Office (MOU)	Victim Services	Support

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Programming to: Reduce Education Disparities

Needs	Partner Providers	Programs	
•Tutoring •Child education advocacy •School supplies/uniforms •Communication between schools and parents •Drop-out prevention	Alachua County Public Schools (MOU)	21st Century Community Learning Center (Terwilliger Elementary)	Tutoring
			Supplemental instruction
			Recreation
	Alachua County Library District (MOU)	Homework assistance/tutoring	
	Grace United Methodist Church (MOU)	Tutoring	
	SWAG (MOU)	Assessment of community needs	
		Advocacy to address community needs	
		Tutoring	
	Santa Fe River Baptist Association (MOU)	School supplies	
		Tutoring	
	WUFT (MOU)	Educational outreach	

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Programming to: Reduce Poverty

Needs	Partner Providers	Programs	
•Holiday assistance •Job searching •Childcare •Computer/ copier/fax access •GED classes •Financial support for GED test •Help applying for SSI	Florida Works (MOU)	Employable skills seminars	
	Florida Institute for Workforce Innovation (MOU)	Senior employment program	
		Employment training programs	
		YouthBuild	
	Early Learning Coalition (MOU)	Childcare referrals	
	Preservation and Enhancement District (MOU)	Funding for two resource center internship positions (Linton Oaks/Holly Heights/Gordon Manor resident)	
	SWAG (MOU)	Holiday assistance	
	Partnership for Strong Families (MOU)	Management of resource center	Computer/copier/fax access
			Staff assistance
	United Way (MOU)	211	

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Programming to: Reduce Poverty (continued)

Needs	Partner Providers	Programs
•Credit repair/ debt reduction •Budgeting •Services for senior citizens •Home weatherization •Housing assistance •Utility assistance •Clothing •Food •Prescription assistance	Alachua County Library District (MOU)	Computer training
		Literacy
		eGovernment services
	Catholic Charities	Emergency financial assistance
		Food pantry
	Florida Organic Growers (MOU)	Organic community garden
		Self-sufficiency education
		Food production education
		Nutrition education
		Entrepreneurship opportunities
	GRU	Home weatherization classes/materials

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SWAG Center

"Taking a hands on approach to our community!"

Summary Timeline



Thank you!

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"Taking a hands on approach to our community!"

Resource Center, Clinic, and Playground Purchase, Renovations, and Implementation Plan

Presented by

Dorothy Benson, SWAG Chair

And Katie Fields, ACSO Crime Prevention Analyst

1

Presentation Outline

- Building purchases
  - February 15, 2011
- Permitting
  - February – June 2011
- Renovations
  - June – September 2011
- Playground development
  - June – September 2011
- Staffing/Programming
  - September – indefinitely



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2

Building Purchases

- Freddie Mac
  - 807 SW 64th Terrace
    - $59,500
  - 816 SW 64th Terrace
    - $59,500
- Sign contract by February 15th



- Vacant lot deeded over to the County from the Preservation and Enhancement District

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3

Permitting/Development Review

Process Step		Time Frame
Special Use Permit (for both buildings and vacant lot)	Neighborhood Workshop	02/26/11 10-11am
	Submit Application	02/28/11
	Planning Commission Public Hearing	04/20/11
	Board of County Commissioners Public Hearing	05/10/11
Development Plan Review (Minor Plan) (SWAG Center)	Submit Application	05/09/11
	Comments Received	05/27/11
	Development Review Public Hearing	06/09/11
Building Permit (SWAG Center)	Application	As early after 6/9/11 as possible

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4

SWAG Center Renovation

- Howard McLean, Architect
- Demolition during permitting process
  - Leave concrete dividing walls
  - Volunteers, community programs, inmates
- Begin renovations mid June, 2011
  - $15-$30 square foot
    - $85,000 maximum cost
  - Complete by September 2011
  - Contractor from County list
    - Agreement to allow volunteers to assist?



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5

Health Clinic Renovation

- Funding options
  - Urban Institute grant
  - Federally Qualified Health Center grant
- Mobile Clinic can provide health services until clinic is renovated and opened for programming

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6

Playground Development

- Lot donated to the Preservation and Enhancement District
  - Lot has been deeded over to the County
- $15,000 donated by Tower Hill Insurance
- $50,000 donated by Partners for a Productive Community from a HUD streetscape grant
  - Will provide right-of-way signage, fencing, landscaping, and a sidewalk
- $10,000 to be used from County's allotted $225,000
- County to advise on equipment

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7

Staffing

Source	Position	Value
Partnership for Strong Families	(1) Full-time center manager	$75,000/year (salary, benefits, and facility costs)
Preservation and Enhancement District	(2) 10-hour per week community interns	$9,600/year (salary)
SWAG	Volunteers	$18.20/hour (www.volunteeringinamerica.gov)
Service Providers	Staff	Varies

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8

Programming

- Goals (from "top 10" issues)
  - Needs
  - Partners
  - Programs/services
- SWAG Center
  - Open 30 hours each week
- Health Clinic
  - To be discussed once renovation funding is secured





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9

Top 10 Issues

1. Crime
2. Gangs
3. Limited transportation and access to resources
4. Health disparities
5. Housing issues
6. High percentage of youth without constructive recreation
7. Child maltreatment
8. Domestic violence
9. Education disparities
10. Dense poverty

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10

Programming to: Reduce Crime

Needs	Partner Providers	Programs	
•Law Enforcement •Crime awareness •Community involvement •Personal protection •Property protection •Safety information •Violence reduction •Drug reduction •Reduce recidivism (juveniles and adults) •Restoration of felon rights	Alachua County Sheriff's Office (LoS)	Crime Prevention Unit	Crime watch groups, safety fairs, presentations, security surveys
		COPS Team	Special details
			Housing information
			Gang information
			Sex offender/ predator information
		Patrol	Proactive patrol, answer calls for service, arrests
	Department of Juvenile Justice (LoS)	Educational presentations	
		Juvenile community service	
	State Attorney's Office (LoS)	Witness management	
		Project Payback	

Items in Red lack a partner to address this need

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LoS=Letter of Support

11

Programming to: Reduce Gang Membership

Needs	Partner Providers	Programs	
•Gang awareness •Parent education •Youth activities involving positive adult and child role models	Big Brothers Big Sisters (LoS)	Long-term, weekly, one-to-one mentoring	
	Boys and Girls Club	Gang/Violence Prevention	Education
			Skill building
	SWAG (LoS)	Junior SWAGERs	Youth crime prevention
			Community involvement
	Alachua County Sheriff's Office (LoS)		Neighborhood investment

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12

Programming to: Improve Transportation (access to resources)

Needs	Partner Providers	Programs	
•Services in the southwest •A resource center •Computer/ copier/ fax machine •Legitimate paths/ sidewalks •Increased bus frequency •Additional bus line to Chiles Elementary •Bus passes	Alachua County Board of County Commissioners	Funding for Resource Center purchase and renovations	Provides a place to bring resources for the community to access
	UF College of Medicine (LoS)	Mobile Clinic	Neighborhood healthcare and education
	Alachua County Library District (LoS)	Book Mobile	Access to books
		Library staff	Help with computer resources
	The Rotary Clubs of Gainesville	Wild Game Feast grant	Furnishings , appliances, and computers to facilitate access to area resources
	Partnership for Strong Families (LoS)	Management of resource center	Facilitate access to resource providers through programming at SWAG Center

Items in Red lack a partner to address this need

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13

Programming to: Address Health Disparities/Healthcare Access

Needs	Partner Providers	Programs	
•Adult/child dental care •Smoking cessation •High blood pressure information/care •Diabetes information/care •Primary care •Pediatricians •Specialists •Reproductive healthcare (family planning, testing, pregnancy education)	Alachua County Health Department (LoS)	Health Clinic*	Almost all services that are provided at SE Health Department
	UF College of Medicine: Mobile Clinic, medical students (LoS)	Mobile Clinic	Neighborhood healthcare
			Neighborhood health education
	Planned Parenthood (LoS)	Various teen/adult programs	Prevention (pregnancy, STIs)
			Reproductive health
	Alachua County Healthy Start (LoS)	Home Visitors	Education (health, parenting, child growth and development)
			Information and Referral
		Classes	Nutrition, exercise, smoking, drinking, birth control, breastfeeding, infant care, normal childhood growth and development, parenting

* Health clinic will be located at 81[redacted] SW 64th Terrace –funding for renovations are still being explored. The Alachua County Health Department currently provides services through the Mobile Clinic.

Items in Red lack a partner to address this need

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14

Programming to: Address Health Disparities/Healthcare Access (Continued)

Needs	Partner Providers	Programs	
•Special needs care •Individual, family, teen, parent, child, mental health, relationship, domestic violence, and drug-alcohol counseling •Insurance for adults •Life insurance	Children's Medical Services (LoS)	KidCare Insurance	
		Child health education	
		Care coordination for special healthcare needs	
	CDS Behavioral Health Services (LoS)	Outreach	Counseling
	Meridian Behavioral Healthcare (LoS)	Prevention	
		Treatment	
		Support services	
	Grace United Methodist Church (LoS)	Volunteers from medical/dental fields	
	UF Early Steps (LoS)	In-home child development evaluation program	
		Case management for children with developmental delays	

Items in Red lack a partner to address this need

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15

Programming to: Improve Housing Conditions

Needs	Partner Providers	Programs	
•Code enforcement •Hold property managers/ owners accountable •Advocacy •Homeownership	Three Rivers Legal Services (LoS)	Legal advice	Education
			Advocacy
	Southern Legal Counsel	Legal advice	Education
			Advocacy
	Alachua County Code Enforcement	Code Enforcement	Information
			Enforcement
	SWAG (LoS)	Advocacy	
	Habitat for Humanity	Opportunities for homeownership	
	Alachua County Housing Authority	Housing information and referrals	

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16

Programming to: Provide Constructive Programs/Recreation for Youth

Needs	Partner Providers	Programs
•Afterschool programs •Play activities for children ages 0-17 •A playground •A basketball court •Summer programs •Recreation programs •Exercise classes •Dance classes	Preservation and Enhancement District (LoS)	Donated lot to be developed into a playground for children 2-12
	Tower Hill Insurance	Donated $15,000 for playground equipment
	Girl Scouts Gateway Council (LoS)	Weekly programming for girls 5-17
	Banta Properties	Donated tennis court, pool, and racquetball court (to be refurbished into uses suitable for the community)
	Bob and Carolyn Harrell	Portable basketball hoop (Harbor Cove)
	Sierra Club	Inner City Outings

Items in Red lack a partner to address this need

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17

Programming to: Reduce Child Maltreatment

Needs	Partner Providers	Programs	
•Parenting education •Parenting resources •Parenting support •Strong parent-child relationships •Stabilization of families •Stress management •Coping strategies	Partnership for Strong Families (LoS)	Baby College, referrals	
	Department of Children and Families (LoS)	Food stamps, Medicaid sign-up	
		Program sustainability planning	
	UF Child Abuse Prevention Project (LoS)	In-home services	Parent education
			Support services
	Healthy Families (LoS)	In-home services	Parent education
			Counseling
		Parenting classes	
	Children's Home Society (LoS)	In-home services	Support services
	Catholic Charities (LoS)	Respite services	
		Pregnancy services	
		Adoption services	

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LoS=Letter of Support

18

Programming to: Reduce Domestic Violence

Needs	Partner Providers	Programs	
•Domestic violence awareness •Prevention and intervention resources for individuals and families •Counseling	Empowered to Live the Life YOU Choose Rebuilding Program (LoS)	Outreach	Awareness education
			Workshops for victims and survivors
	Peaceful Paths (LoS)	Violence prevention	Adults/teens/children
		Professional training	
		Community education/awareness	
		Social marketing	
		Technical assistance for prevention planning	
	State Attorney's Office (LoS)	Victim Services	Support

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19

Programming to: Reduce Education Disparities

Needs	Partner Providers	Programs	
•Tutoring •Child education advocacy •School supplies/uniforms •Communication between schools and parents •Drop-out prevention	Alachua County Public Schools (LoS)	21st Century Community Learning Center (Terwilliger Elementary)	Tutoring
			Supplemental instruction
			Recreation
	Alachua County Library District (LoS)	Homework assistance/tutoring	
	Grace United Methodist Church (LoS)	Tutoring	
	SWAG (LoS)	Assessment of community needs	
		Advocacy to address community needs	
		Tutoring	
	Santa Fe River Baptist Association (LoS)	School supplies	
		Tutoring	
	WUFT (LoS)	Educational outreach	

Items in Red lack a partner to address this need

SWAG
SW Advocacy Group

LoS=Letter of Support

20

Programming to: Reduce Poverty

Needs	Partner Providers	Programs	
•Holiday assistance •Job searching •Childcare •Computer/ copier/fax access •GED classes •Financial support for GED test •Help applying for SSI	Florida Works (LoS)	Employable skills seminars	
	Florida Institute for Workforce Innovation (LoS)	Senior employment program	
		Employment training programs	
		YouthBuild	
	Early Learning Coalition (LoS)	Childcare referrals	
	Preservation and Enhancement District (LoS)	Funding for two resource center internship positions (Linton Oaks/Holly Heights/Gordon Manor resident)	
	SWAG (LoS)	Holiday assistance	
	Partnership for Strong Families (LoS)	Management of resource center	Computer/copier/fax access
			Staff assistance
	United Way (LoS)	211	

Items in Red lack a partner to address this need

SWAG
SW Advocacy Group

LoS=Letter of Support

21

Programming to: Reduce Poverty
(continued)

Needs	Partner Providers	Programs
•Credit repair/ debt reduction •Budgeting •Services for senior citizens •Home weatherization •Housing assistance •Utility assistance •Clothing •Food •Quality childcare •Prescription assistance	Alachua County Library District (LoS)	Computer training
		Literacy
		eGovernment services
	Catholic Charities (LoS)	Step Forward Program
		Emergency financial assistance
	Florida Organic Growers (LoS)	Organic community garden
		Self-sufficiency education
		Food production education
		Nutrition education
		Entrepreneurship opportunities
	GRU	Home weatherization classes/materials

Items in Red lack a partner to address this need

SWAG
SW Advocacy Group

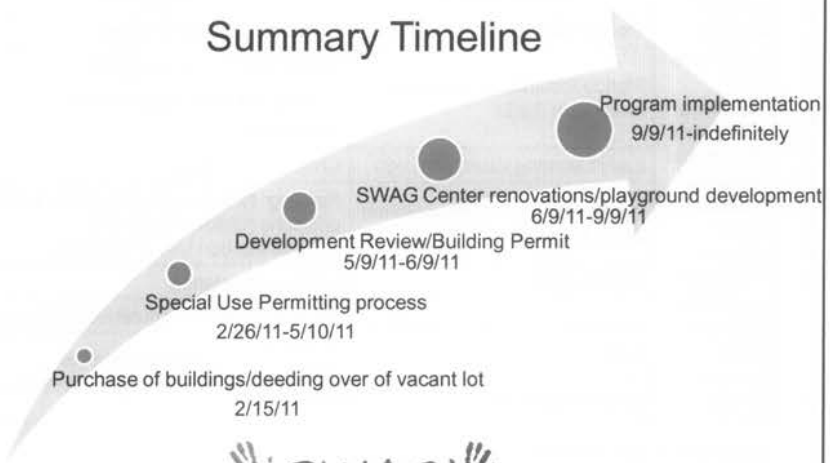
LoS=Letter of Support

22

SWAG Center

"Taking a hands on approach to our community!"

Summary Timeline



SWAG
SW Advocacy Group

23

Thank you!

SWAG
SW Advocacy Group

24

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 1 2011

SOUTHWEST ADVOCACY GROUP INC SWAG
C/O ALISON LAW
4524 SW 105 DRIVE
GAINESVILLE, FL 32608

Employer Identification Number:
27-2612639
DLN:
200348069
Contact Person:
JOHN JENNEWEIN ID# 31307
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 13, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

SOUTHWEST ADVOCACY GROUP INC SWAG

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

County Manager's Report February 8, 2011

1. **Alachua County Forever Active Acquisition:** On November 23, 2010, the Alachua County Board of County Commissioners directed the Land Conservation Board to review the adopted Alachua County Forever Active Acquisition List and report back within 90 days. The LCB is requesting an additional 30 days to complete this review. (see attached letter)

ALACHUA COUNTY LAND CONSERVATION BOARD

201 Southeast 2nd Avenue • Gainesville, Florida 32601
Tel: (352) 264-6800 • Fax (352) 264-6852
Home Page: www.alachaucountyforever.us
Email: landconservation@alachuacounty.us

Jack Hauptman
Chairman
Tom Hoctor,
Vice-Chairman
Christine M Housel
Secretary

B.J. Bukata
John Derbish
Darrell F Hartman
Gladys Lane
Joseph Prenger
Dan Rountree
Bob Simons
Jason Teisinger

Christopher B Kinslow
Alternate

Memorandum

Date: January 31, 2011

To: Lee Pinkoson, Chairman
Alachua County Board of County Commissioners

From: Jack Hauptman, Chairman
Land Conservation Board

Subject: LCB request for extension of time to complete Active Acquisition List review

On November 23, 2010, the Alachua County Board of County Commissioners directed the Land Conservation Board to review the adopted Active Acquisition List and report back within 90 days. The LCB has directed me to request an additional 30 days to complete this review.

The LCB has met three times since receiving the Commission's direction. We have reviewed the list (158 projects), selected the projects that are at an impasse (64) and directed staff to contact those landowners. Nineteen have responded and the majority remains at an impasse.

At the last meeting on January 27, the LCB tentatively established criteria to whittle the Active Acquisition List to the "best" projects. To finalize our recommendation, we need to review which projects make the cut based on this criteria. We also would like to make sure that valuable projects are not excluded by the criteria. We have set our next meeting for February 10, 2011. Since the Commission has cancelled its March 8, meetings, the next available Commission meeting is March 22. This requires a 30-day extension to the original 90-day timeframe provided by the Commission.

It has been our pleasure to assist the Commission with this important review. We ask that this extension be granted to allow us to bring this assignment to a thoughtful and supportable conclusion. If we may be of any further assistance, please contact Sandra Vardaman at 264-6803.

JH/rpb

cc: Board of County Commissioners
Randall H. Reid, County Manager
Chris Bird, Director Environmental Protection Department
Ramesh Buch, Alachua County Forever Land Conservation Program Manager
Sandra Vardaman, Land Conservation Biologist

Alachua County eAgenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

February 8, 2011 Regular BoCC Meeting
Agenda Item #19

Title
Closing Comments from the Public (Amended)

Amount
N/A

Description
Closing Comments from the Public

Recommendation
Hear Closing Comments from the Public

Alternative(s)
N/A

Requested By
Randall H. Reid

Originating Department
County Manager

Attachment(s) Description
N/A

Documents Requiring Action
N/A

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

to be...please print 02/08/2011

...

"Watts Kennedy,Sandra E" <swkenedy@ufl.edu>

From:...

Add to Contacts

To: "tacochale1@yahoo.com" <tacochale1@yahoo.com>

Cc: MICHAEL PARSONS <drmichaelparsons@yahoo.com>; Sandy & Kevin Kennedy <skmkennedy@yahoo.com>

Hey Bea.pdf (250KB)

Thanks Ron, for printing this today- I hope Susan feels better quickly, and to see you both soon!! Love, Sandy

Hey Bea, Here are 3 articles for your perusal/use- see you tonight! Cheers, Sandy

#1:

From WTAE.com Pittsburgh:

Campaign Donor Cited For Tailgate Marijuana With State Rep.

Pittsburgh Police Say Mitchell Brourman, Paul Costa Seen With Joint Near Heinz Field

POSTED: 4:44 pm EST November 19, 2010
UPDATED: 6:26 pm EST November 19, 2010

PITTSBURGH –

When Pittsburgh police cited state Rep. Paul Costa for a marijuana cigarette last month, they also cited a man with whom they said he was sharing the joint at a parking lot tailgate near Heinz Field.

Team 4 investigator Paul Van Osdol reports that the other man cited is Mitchell Brourman, president of Wilkinsburg-based Field Environmental Instruments and former president of the Edgewood borough council.

Brourman is a licensed geologist who manages hazardous waste sites, including the one in Petrolia, for Beazer East of Pittsburgh.

He donated $500 to Costa's campaign in April and $200 in 2002.

Gov. Ed Rendell reappointed Brourman in June to the Ohio Basin Regional Water Resources Committee, a state board.

On Oct. 3, according to the criminal complaint, police said they witnessed Brourman and Costa "smoking and passing between them a hand-rolled white cigarette" as the men were tailgating before the Steelers played the Baltimore Ravens.

Police also said they confiscated a small amount of marijuana from Brourman's car.

No one answered the door when Team 4 went to Brourman's home for a comment on Friday. Several messages left at his office and his home were not returned.

The lawyer for Costa, D-Turtle Creek, said his client has adamantly denied using marijuana and will fight the citation in court.

Costa, of Wilkins Township, and Brourman, of Edgewood, are scheduled for preliminary hearings on Wednesday.

Tags (0)

AND #2:

From Fox Sports 11/18/2010: Politician busted for pot at tailgate

State Representative Paul Costa faces a court hearing on a citation accusing him of smoking marijuana during a tailgate party outside a Pittsburgh Steelers game, his lawyer said Tuesday.

Undercover Pittsburgh police Officer Alex Lee Myers was patrolling the parking lots outside the Oct. 3 game at Heinz Field, which the Steelers lost to the Baltimore Ravens, and said he saw Costa, 51, a Democrat from Wilkins, sharing a joint with another man.

"He adamantly denies that he smoked any marijuana," said Costa's attorney, Phil DiLucente. "No narcotics of any kind were found on him. *In fact, he detests marijuana."*

Myers and police Sgt. Steve Matakovich were walking at the intersection of Reedsdale Street and Tony Dorsett Drive when they saw Costa and Mitchell Brourman, 50, of Edgewood "smoking and passing between them a hand-rolled white cigarette," while standing next to a 2008 white GMC Yukon, according to a criminal complaint.

Myers said he could smell "the overpowering scent of burning marijuana coming from the smoke surrounding both Brourman and Costa."

The officers watched Costa and Brourman pass the joint back and forth, and then approached. When they displayed their badges and identified themselves as officers, Brourman dropped the joint, Myers said.

"You got us," both men said, according to the affidavit. Myers picked up the joint.

Though Costa and Brourman told the officers they didn't have any other illegal substances, police said *a search of Brourman's Yukon turned up more marijuana in an orange pill container*. Police took the evidence to the county crime lab, according to the affidavit.

DiLucente, who also represents Brourman, said he doubts Myers and Matakovich could have witnessed what they claimed because they were standing about 100 feet away when they began to approach his clients. He said police did not ask Costa to submit to a blood test for the drug.

Both are charged with one count of prohibited acts and face a hearing Nov. 24.

"We can't stress enough how anxious we are to get to court and clear his name," DiLucente said of Costa.

Mike Manko, spokesman for Allegheny County District Attorney Stephen A. Zappala Jr., declined to comment.

The news of Costa's citation traveled to Harrisburg, where House Democrats are wrapping up business.

"He is a straight shooter," said Rep. Nick Kotik, D-Coraopolis. "I got to hear the whole story."

Costa was first elected to the 34th District seat in 1998. He is a member of House committees on commerce, liquor control, tourism and recreational development, and transportation. His brother Jay Costa of Forest Hills is a state senator; his cousin, Dom Costa, a former Pittsburgh police chief, is a state representative from Stanton Heights.

During the 2009-10 legislative session, Paul Costa sponsored two resolutions congratulating the Steelers — for winning the 2008 AFC Championship and Super Bowl XLIII. Records show he (Costa) did *not* sign on as a co-sponsor of House Bill1393, Rep. Mark Cohen's failed bill to legalize marijuana for medical use during the session.

Read-Error

AND #3: THE "LEGAL" OUTCOME:

By Joe Mandak, Associated Press

Read-Error

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Pennsylvania State Rep. Paul Costa/AP Photo

PITTSBURGH (AP) — A state representative from Pittsburgh was fined $50 plus court costs for disorderly conduct after city police dropped a charge that he smoked marijuana while tailgating last month outside a Pittsburgh Steelers game.

No officers appeared at Democratic state Rep. Paul Costa's brief hearing in Pittsburgh Municipal Court on Wednesday and no testimony was taken before District Judge Kevin Cooper imposed the fine. A police spokeswoman said she couldn't comment on the decision to drop the charge.

Costa's attorney, Phil DiLucente, said plea bargains are typical for such minor marijuana

charges, but he refused to describe what was "disorderly" about Costa's behavior on Oct. 3.

DiLucente had previously denied Costa smoked marijuana, saying the lawmaker "detests" the drug.

"At this juncture, we're not going to focus any more on the incident and the reason is there's a plea agreement," DiLucente told reporters after the hearing as Costa stood silently beside him. "We've plead to the disorderly conduct. This has caused Mr. Costa and his family a lot of time and expense. There's been a tremendous amount of news coverage for whatever reason."

Two undercover offers were patrolling a Heinz Field lot looking for unlicensed vendors and ticket scalpers when they noticed the "overpowering scent of burning marijuana" and saw Costa, 51, and a friend, Mitchell Brourman, "smoking and passing between them a hand-rolled white cigarette," according to court papers.

Brourman allegedly dropped the joint when the officers showed their badges and both men said, "You got us," police said.

Police said they also found a small amount of marijuana in an orange pill container in a compartment in Brourman's vehicle door.

Brourman also was fined $50 plus court costs. He left court without commenting.

Costa was initially charged with possessing a small amount of marijuana. Though classified as a misdemeanor, the penalty for that charge is less than some summary offenses — citations that are akin to traffic tickets. Such "small amount" charges are often reduced to disorderly conduct citations.

"This is typical of how, when you're charged with an act like prohibited acts, when that's withdrawn you plead to a lesser charge, it's a fine," DiLucente said.

After Costa was charged, DiLucente denied that his client was in possession of marijuana or other prohibited substances.

"There is no way, shape or form that he was acting in the manner in which it is alleged," the lawyer said at the time. "We are anxious to go to court to have this remedied."

Asked on Wednesday how Costa's behavior qualified as "disorderly," DiLucente said only, "The reason we did what we did today was so that this man, who has served his district well, can just get on with his life and we can put this whole situation in the past."

Costa, a House member since 1998, is from a prominent Pittsburgh family, and has two Democratic relatives in the General Assembly. His brother, state Sen. Jay Costa, of Forest Hills, was elected Senate Minority Leader last week. A cousin, Dom Costa, a former Pittsburgh police chief, is a fellow House member.

Police brass did not immediately respond to an e-mailed request for comment on the decision to drop the marijuana charge. Spokeswoman Diane Richard declined to comment.

Asked by The Associated Press if his client still "detests" marijuana, DiLucente said: "No further comment. Thanks for coming out. Have a good Thanksgiving."

Alachua County eAgenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

February 8, 2011 Regular BoCC Meeting
Agenda Item #20

Title
Commission Comments

Amount
N/A

Description
Commission Comments

Recommendation
Commission Comments

Alternative(s)
N/A

Requested By
Randall H. Reid

Originating Department
County Manager

Attachment(s) Description
N/A

Documents Requiring Action
N/A

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

February 8, 2011 Regular BoCC Meeting
Agenda Item #23

Title
Approval of the Board of County Commission Minutes. (Amended)

Amount
N/A

Description
Request for approval of the Board of County Commission Minutes.

Recommendation
Approve the attached County Commission Minutes.

Alternative(s)
Do not approve the County Commission Minutes.

Requested By
Steve Donahey

Originating Department
Finance & Accounting

Attachment(s) Description
Minutes

Documents Requiring Action
Minutes

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: BOCC 090710(b).pdf
Attachment: BOCC 111610.pdf
Attachment: BOCC 121410.pdf
Attachment: BOCC 100510.pdf
Attachment: BOCC 112310.pdf
Attachment: BOCC 121010 - Retreat.pdf
Attachment: BOCC 121510.pdf
Attachment: BOCC 100510(b).pdf
Attachment: BOCC 120710.pdf
Attachment: BOCC 110910.pdf

Tuesday, September 7, 2010 – 1:30 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in special session.

PRESENT: Chair Cynthia Moore Chestnut presiding, Vice Chair Lee Pinkoson Commissioners Mike Byerly, Paula M. DeLaney and Rodney J. Long

ALSO PRESENT: County Manager Reid, County Attorney David Wagner, Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Chestnut called the meeting to order at 1:33 P.M.

*****

County Manager Reid stated that he has received a request from the Sheriff to be added to the Agenda.

Adoption of the Agenda

Commissioner Pinkoson moved adoption of the agenda as amended. The motion carried 5-0.

ADDED ITEM:

Veteran's Presentation Regarding the Proposed Kanapaha Center

Don Sherry presented the concerns of the veterans regarding the extension of the War Memorial.

Chair Chestnut recognized 1st Sgt. Clarence Fitzpatrick who spoke out against the Koran Burning at the Dove World Outreach Church.

I. Kanapaha Park Recreation Center Update

Parks Superintendent Rob Avery and Architect Howard McLean presented the above item.

Tuesday, September 7, 2010 – 1:30 P.M.

Chair Chestnut recognized Don Sherry, Mary Anderson, Facilities Manager Charlie Jackson, and Jack Davis who presented comments to the Board.

II. Discussion of FY11 Budget Decision Package Tier 1 and Tier 2

Office of Management and Budget Director Suzanne Gable presented the above item.

Administrative Services Director Betty Baker and Facilities Manager Charlie Jackson presented the savings negotiated on County leased properties.

Commissioner Byerly exited at 2:55 P.M.

Chair Chestnut recognized Circuit Director of the Guardian Ad Litem who presented comments to the Board regarding the new lease for the office.

Commissioner Byerly entered at 2:59 P.M.

Commissioner Long moved to authorize the County Manager and his staff to restore those Teir 1 projects indicated on the document provided by staff in addition the $209,031.00 reallocated from the CIP to balance the Budget. The motion carried 4-1 Pinkoson voting "Nay".

III. Discussion of Outstanding FY11 Budget Issues

Office of Management and Budget Director Suzanne Gable presented the above item.

There being no further business before the Board the meeting was adjourned at 3:11 P.M.

Tuesday, October 5, 2010 – 1:30 P.M.
John R. "Jack" Durrance Auditorium
County Administration Building
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners (BOCC) met in special session.

PRESENT: Chair Cynthia Moore Chestnut, presiding, Vice-Chair Lee Pinkoson, Commissioners Mike Byerly, Paula M. DeLaney, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Deputy Clerk Bob Decker

The meeting was televised on Cox Cable Channel 12.

Vice-Chair Pinkoson opened the meeting at 1:33 P.M.

ADOPTION OF THE AGENDA

Commissioner Long moved adoption of the agenda. The motion carried 3-0 with Commissioners Chestnut and DeLaney out of the room.

Vice-Chair Pinkoson recognized County Engineer David Cerlanek who presented comments to the Board.

Chair Chestnut and Commissioner DeLaney entered the room at 1:35 P.M.

PAVEMENT MANAGEMENT PROGRAM UPDATE REPORT 2010

County Engineer David Cerlanek presented the above item.

Commissioner Byerly requested staff's analysis and data for comparing travel speeds to lane width on County Roads.

Chair Chestnut recognized County Manager Randall Reid, Impact Fee Administrator Jonathan Paul who presented comments to the Board.

Commissioner Long moved to direct the County Manager and staff to prepare a summit prior to the end of the year with all the stakeholders to begin discussions of a proposed one-cent sales tax in the future.

Commissioner Byerly requested that the summit be held in the first quarter of the New Year.

Commissioner Long moved the substitute motion to direct the County Manager and staff to prepare a summit in the first quarter of 2011 with all the stakeholders to begin discussions of a proposed one-cent sales tax in the future.

Commissioner Long moved the substitute motion:

1. To receive the Report;
2. To direct staff to pursue Option 1. Proactive Capital Maintenance Plan, including: multimodal features for collector and local roads in the urban cluster, storm water features, and life-cycle set-asides for new infrastructure;
3. To direct the County Manager and staff to prepare a summit in the first quarter of 2011 with all the stakeholders to begin discussions of a proposed one-cent sales tax in the future, as well as continuing support of special assessment districts and continuing support of the nickel gas tax.

Chair Chestnut recognized County Manager Randall Reid who presented comments to the Board.

Commissioner Byerly requested to divide the question concerning the multimodal features in the second part of the motion.

Chair Chestnut recognized County Engineer David Cerlanek, Impact Fee Administrator Jonathan Paul, County Manager Randall Reid, County Attorney David Wagner, and Public Works Director Richard Hedrick, who presented comments to the Board.

Commissioner DeLaney stated for the record, "I would certainly support up to a half-cent – if we could get that negotiated – for the pavement management program. Generally, the overview that we've been presented – I would state that, for the record – I would support that."

Commissioner Pinkoson moved an amendment to the motion to direct the Manager to begin discussion on the proposed one-cent sales tax with a half-cent for infrastructure needs including Bus Rapid Transit and the Pavement Management Program. The amendment failed for lack of a second.

Commissioner Long moved the substitute motion:

1. To receive the Report;
2. To direct staff to pursue Option 1. Proactive Capital Maintenance Plan, including, but not limited to: multimodal features for collector and local roads in the urban cluster, storm water features, and life-cycle set-asides for new infrastructure;
3. To direct the County Manager and staff to prepare a summit in the first quarter of 2011 with all the stakeholders to begin discussions of a proposed one-cent sales tax in the future, as well as continuing support of special assessment districts and continuing support of the nickel gas tax.

The motion carried 4-1, with Commissioner Pinkoson voting nay.

MTPO

Commissioner DeLaney presented a brief overview of the previous Metropolitan Transportation Planning Organization meeting.

16th / 23rd AVENUE

The Board held a brief discussion of the planned joint meeting with the City of Gainesville to discuss 16th/23rd Avenue.

Chair Chestnut recognized Public Works Director Richard Hedrick who presented comments to the Board.

Commissioner Byerly moved to direct the County Manager to request of the City Commission if they would like to hold a joint meeting on a quorum basis in the community to discuss 16th/23rd Avenue, and if the answer is yes, to schedule that meeting on an evening before Christmas. If the answer is no, request that the City submit written comments on design issues.

Chair Chestnut recognized Communications Coordinator Mark Sexton and Public Works Director Richard Hedrick who presented comments to the Board.

The motion carried 5-0.

COMMISSION GENERAL/INFORMAL DISCUSSION

Commissioner Long stated that the 12th annual Breakfast on the Plaza would be held at 9:00 A.M. on Thursday, October 7, 2010. Commissioner Long thanked staff and sponsors of the event.

Commissioner Byerly stated that the Delta Committee would apply for a grant from the Urban Institute for modeling and analysis to reduce the population at the jail.

Commissioner Pinkoson stated that the Southwest Advocacy Group was awarded up to $60,000.00 by Rotary from the proceeds of the Wild Game Feast.

PUBLIC COMMENTS

There were no citizens present who wished to provide comments to the Board.

ADJOURNMENT

There being no further business the meeting was adjourned at 4:28 P.M.

_____
J. K. Irby, Clerk to the Board
of County Commissioners

Tuesday, October 5, 2010 – 9:00 A.M. & 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in regular session.

PRESENT: Chair Cynthia Moore Chestnut presiding, Vice Chair Lee Pinkoson Commissioners Mike Byerly, Paula M. DeLaney, and Rodney J. Long,

ALSO PRESENT: County Manager Randall Reid, Assistant County Manager Richard Drummond, County Attorney David Wagner, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Chestnut called the meeting to order at 5:06 P.M

ADOPTION OF THE AGENDA

Commissioner DeLaney moved the motion carried 3-0 with Commissioners Chestnut and Byerly out of the room.

I. Update/Amendment of Alachua County Comprehensive Plan (CPA 08-10) based on Evaluation and Appraisal Report

Principal Planner Ken Zeichner presented the above item.

Commissioner Byerly entered at 5:13 P.M.

Chair Chestnut entered at 5:15 P.M.

Commissioner Pinkoson stated that on Policy 6.4.1 should state that the Best Management Practices are regulated by the Department of Agriculture.

Commissioner Pinkoson stated that Section 8 Solid Waste should be contained in the Solid Waste Element.

Commissioner Pinkoson stated that Policy 4.1.2 mentions reducing emission. Language regarding a growth factor should be added to make it consistent with the Energy Element Language.

Commissioner Byerly stated that in Policy 6.3.3 he would like a definition of edible landscaping and perhaps a list of trees.

Commissioner Byerly objected to the term organic gardening from Objective 6.4.

Commissioner Byerly further stated that Policy 6.4.2 states "incorporating research based information from IFAS Extension". He stated that language was to limiting and the research from any qualified entity should be incorporated.

Commissioner Byerly stated that in Policy 9.1.3 specifically mentions IFAS. He does not feel any specific group should be mentioned.

Commissioner Byerly stated that there should be a Policy 4.1.2.1 that basically states the same thing as the energy element 1.1 about how the goals will be met.

Commissioner Pinkoson moved to transmit CPA 08-10 to the Florida Department of Community Affairs for review and comments. The motion carried 5-0.

II. General and Informal Discussion by the Commission

Commissioner Byerly requested to know from staff if the federal funds can be used for Bus Rapid Transit if they are not in the existing right of way.

Deputy County Manager Drummond stated that staff is working on obtaining a response from the State and the Feds to present to the Board.

III. Citizen Comments

Chair Chestnut recognized Kali Blount, Jane Boman Holton, Ken Zeichner, Gladys Lane, and Steve Hofstetter who presented comments to the Board.

There being no further business before the Board the meeting was adjourned at 6:53 P.M.

Tuesday, November 9, 2010 – 9:00 A.M. & 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in regular session.

PRESENT: Chair Cynthia Moore Chestnut presiding, Vice Chair Lee Pinkoson Commissioners Mike Byerly, Paula M. DeLaney, and Rodney J. Long,

ALSO PRESENT: County Manager Randall Reid, Assistant County Manager Richard Drummond, Assistant County Attorney David Wagner, Agenda Coordinator Darlene Ryon, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Chestnut called the meeting to order at 9:00 A.M.

*****

1. Invocation by Reverend Fred Depenbrock, Kanapaha Presbyterian Church.
   Amount: N/A
   Recommended Action: Hear Invocation by Reverend Fred Depenbrock, Kanapaha Presbyterian Church.

Pledge of Allegiance

2. Pledge
   Amount: N/A
   Recommended Action: Hear Pledge

Approval of Agenda

3. Approve the Agenda
   Amount: N/A
   Recommended Action: A Motion to Approve the Agenda: (a) approve any amendments to the Regular and Consent Agenda; (b) adopt the Regular Agenda; and (c) approve all items on the Consent Agenda.

County Manager Reid stated that Item #16, Proclamation: "World Diabetes Day" in Alachua County, Florida is being moved from the evening agenda to the morning agenda.

Further Proclamations declaring January 9, 2011 as Martin Luther King Jr. day and a Proclamation declaring January 9, 2011 through January 18, 2011 as the King Celebration 2011 are being added to the morning agenda.

Mr. Reid further stated that Item #10, Support Services Group Minutes was placed on the Regular Agenda by mistake and is being moved to Consent for approval.

Commissioner Pinkoson moved adoption of the agenda as amended. The motion carried 4-0 with Commissioner Byerly out of the room.

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator

1. Alachua County/City of Gainesville food security summit. It will be held at Wednesdays, November 10, 2010 from 8:00 A.M. till 3:00 P.M. at the Trinity United Methodist Church. It is free and open to the public. For more information contact the Alachua County Poverty Reduction Program Manager John Skelly at (352) 264-6749.

2. The Gainesville Sun has printed a correction on the article titled *Will Northwest 16th Avenue Change for better or worse?* The article states that construction would begin after Board approved the 30 percent plan. The correct statement was the article would not begin till after the 100 percent plans were approved.

Time Certain Items
Public Comments (9:30 AM)

5. A.M. Public Comments
Amount: N/A
Recommended Action: Hear Public Comments

Chair Chestnut recognized Jim Dear who presented comments to the Board.

Community Outreach
Recognitions and Proclamations

6. Length of Service Pin Recipients
Amount: N/A
Recommended Action: Recognize County Employees that have reached a Length of Service or Career Milestone in October, 2010.

Kim Baldry, Human Resources Manager, presented the above item.

Commissioner DeLaney entered at 9:12 A.M.

ADDED ITEM:

County Manager Reid presented the National Association of Telecommunications Officers and Advisors has awarded a government programming award to the County Communications Office for the Alachua County Talks Program.

16. Proclamation: "World Diabetes Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring November 14, 2010 as "World Diabetes Day" in Alachua County, Florida.

Chair Chestnut read and presented the Proclamation to Ms. Parker who accepted it with gratitude.

ADDED ITEM:

Proclamation: "King Celebration Week 2011"

Chair Chestnut read and presented the Proclamation to Commissioner Long and Diyonne McGraw who accepted it with gratitude.

Proclamation: "Martin Luther King Hall of Fame Day"

Chair Chestnut read and presented the Proclamation to Commissioner Long who accepted it with gratitude.

Appointments

7. Affordable Housing Advisory Committee Appointment
Amount: N/A
Recommended Action: Appoint one citizen to the Affordable Housing Advisory Committee, to a term ending June 2014.

Commissioner Pinkoson exited at 9:24 A.M.

Commissioner DeLaney moved appointment of Susan McQuillan as the serves on the local planning agency representative on the Affordable Housing Advisory Committee to a term ending June 2014. The motion carried 4-0 with Commissioner Pinkoson out of the room.

8. Meridian Behavioral Healthcare Board: Confirmation of One Nomination.
Amount: N/A
Recommended Action: Confirm nomination of one citizen to the Meridian Behavioral Healthcare Board, term ending November 2013.

Commissioner DeLaney moved confirmation of Linda Weseman to the Meridian Behavioral Healthcare Board to a term ending November 30, 2013. The motion carried 4-0 with Commissioner Pinkoson out of the room.

Commissioner Pinkoson entered at 9:25 A.M.

Governmental Units
Support Services Group

9. County Attorney and County Manager Annual Performance Reviews
Amount: N/A
Recommended Action: Arrive at a final rating for the County Attorney's and County Manager's annual performance reviews.

Chair Chestnut stated that the evaluation scores have been calculated and that the County Manager's score a 4.2 and the County Attorney's score of 4.7. The Commission expressed their gratitude for the excellent service provided by both officers during the very difficult economic climate and that they look forward to working with them in the future.

Commissioner Byerly moved to approve the scores 4.2 for the County Manager and 4.7 for the County Attorney be approved by the Board. The motion carried 5-0.

Community Planning Group

11. Regional Transit Service (RTS) 5311 Grant Application
Amount: N/A
Recommended Action: Approve support letter to allow RTS to apply for the 5311 Grant funds for Alachua County.

Development/Program Manager Michael Fay and ADA Coordinator Millie Crawford who presented the above item.

Commissioner Byerly moved to approve a support letter to allow RTS to apply for the 5311 Grant funds for Alachua County. The motion carried 5-0.

12. County Road Memorial Marker Program
Amount: N/A
Recommended Action: That the Board receives the information regarding the Public Works program for memorial markers on County Rights-of-Way

County Engineer Dave Cerlanek who presented the above item.

Commissioner Pinkoson moved that the Board receives the information regarding the Public Works program for memorial markers on County Rights-of-Way. The motion carried 4-0.

Commissioner Long exited at 9:50 A.M.

County Manager Reports

13. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

Closing Comments
Public Comments - 15 minutes

14. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

1. Mr. Reid advised the Board that he will be adding a meeting to the evening agenda to allow a transfer of funds to continue with the county business.

2. Mr. Reid and Wagner stated that they were thankful for the opportunity to work for the Board and the citizens of Alachua County.

Commission Comments

15. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Byerly thanked Chair Chestnut for her years of service to the citizens of Alachua County. She stated that she will continue to be active in the cause of health care as a citizen.

Commissioner Long stated that her years of service as a City of Gainesville, State Legislature, and County Commissioner have been a credit to the community and he feels that he has lost a friend. Her commitment to Health Care, CHOICES, Senior Services and childhood obesity have be outstanding a huge benefit to the County.

Commissioner Pinkoson stated that he appreciated her leadership over the years and for her taking him under her wing early in his political career to educate him on government matters.

Commissioner DeLaney stated that in 2001 she had a similar election and that she knows it will only make her stronger. She respected Mrs. Chestnut for making the right decisions whether they were popular or not.

Commissioner Chestnut stated that it has been her pleasure to a voice for the voiceless throughout the years she has served.

County Manager Reid presented a token of the County's appreciation with a gift to Commissioner Chestnut.

COMMISSION RECESSED AT: 10:13 A.M.
COMMISSION RECONVENED: 5:00 P.M. – Chair Chestnut absent

Evening Community Outreach and Public Hearing (5:00 PM)
Proclamations, Recognitions and Presentations

17. Proclamation: "Hospice Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring November 2010 as "Hospice Month" in Alachua County, Florida.

Vice Chair Pinkoson read and presented the Proclamation to

18. Proclamation: "November 11, 2010 as Veterans Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring "November 11, 2010 as Veterans Day" in Alachua County, Florida.

Commissioner Long read and presented the Proclamation.

ADDED ITEM:

FY 2008 Florida Small Cities Community Development Block Grant Interfund Loan

Commissioner Byerly moved to increase the Interfund loan from $425,000.00 to $650,000.00. The motion carried 4-0

Public Comments - then resume Public Hearing (5:30 PM)

19. 5:30 P.M. Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

Vice Chair Pinkoson recognized Charlie Jackson and Walter Willard who presented comments to the Board.

Public Hearings
Regular Matters

20. FY11 budget for carry forwards, re-appropriations and other fund balance adjustments.
Amount: N/A
Recommended Action: Conduct public hearing, adopt resolutions and approve budget amendments to amend FY11 budget for carry forward, re-appropriations and other fund balance adjustments.

Senior Financial Analyst Kent Cichon presented the above item.

Commissioner Long moved to conduct a public hearing, adopt resolutions 10-106, 10-107, 10-108, 10-109, 10-110 and approve budget amendments to amend FY11 budget for carry forward, re-appropriations and other fund balance adjustments.

Vice Chair Pinkoson opened the Public Hearing at 5:08 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Vice Chair Pinkoson closed the Public Hearing at 5:08 P.M.

The motion carried 4-0.

21. Purchase of the Barr Hammock - Perry Tract by Alachua County Forever.
Amount: Acquisition $375,456.00 Annual Stewardship $2,900.00
Recommended Action: Accept and exercise the Option to Purchase the Alachua County Forever Barr Hammock - Perry Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions.

Ramesh Buch, Land Conservation Manager, presented the above item.

Commissioner Long moved to accept and exercise the Option to Purchase the Alachua County Forever Barr Hammock - Perry Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions.

Vice Chair Pinkoson opened the Public Hearing at 5:14 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Vice Chair Pinkoson closed the Public Hearing at 5:14 P.M.

The motion carried 4-0.

22. Purchase of the Lochloosa Flatwoods Connector - Crevasse Tracts by Alachua County Forever.
Amount: Acquisition $776,544. Annual Stewardship $1,100.
Recommended Action: Approve and exercise the Option Contracts to Purchase the Alachua County Forever Lochloosa Connector Crevasse "Ranch" Tract and the Option Contract to Purchase the Conservation Easement on the CBI Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions. Further, the Board should execute the attached Cooperative Agreement with Alachua Conservation Trust to manage the Crevasse Ranch Tract and authorize the Chair's signature.

Ramesh Buch, Land Conservation Manager, presented the above item.

Commissioner Byerly moved to Approve and exercise the Option Contracts to Purchase the Alachua County Forever Lochloosa Connector Crevasse "Ranch" Tract and the Option Contract to Purchase the Conservation Easement on the CBI Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions. Further, the Board should execute the attached Cooperative Agreement with Alachua Conservation Trust to manage the Crevasse Ranch Tract and authorize the Chair's signature and staff to negotiate with Alachua County Trust to manage other properties within the Alachua County Trust properties.

Vice Chair Pinkoson opened the Public Hearing at 5:29 P.M.

Vice Chair Pinkoson recognized Hutch Hutchison and County Attorney David Wagner who presented comments to the Board.

Vice Chair Pinkoson closed the Public Hearing at 5:32 P.M.

The motion carried 4-0.

23. Purchase of the San Felasco Hammock Additions - Rolling Meadows Tract by Alachua County Forever.
Amount: Acquisition $2,793,342.00 Annual Stewardship $550.00
Recommended Action: Accept and execute the Option Contracts to Purchase the Alachua County Forever San Felasco Hammock Additions - Rolling Meadows Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions. Further, the Board should execute the attached Lease Amendment with the State of Florida Division of Recreation and Parks to manage the Rolling Meadows Tract and authorize the Chair's signature.

Ramesh Buch, Land Conservation Manager, presented the above item.

Commissioner Byerly moved to to defer item to the November 26, 2010 Regular meeting and ask staff to assess potential alternative acquisitions and provide background information on what be involved in starting a new round of negotiations from the property owners that are highlighted on the map.
Walter Willard presented comments.

Vice Chair Pinkoson opened the Public Hearing at 6:13 P.M.

Vice Chair Pinkoson recognized Walter Willard, Rob Brinkman, Josh Dickinson, and Ramesh Buch who presented comments to the Board.

Vice Chair Pinkoson closed the Public Hearing at 6:23 P.M.

The motion carried 3-1 with Commissioner Pinkoson voting "Nay".

24. Public Hearing for SE 193rd Avenue street vacation. (Deferred from September 28, 2010)
Amount: N/A
Recommended Action: Adopt the Resolution authorizing the vacation of that portion of SE 193rd Avenue as requested. That the Chair be authorized to execute any additional documents approved by the County Attorney necessary to complete this transaction.

Rob Wigglesworth, County Surveyor, presented the above item.

Commissioner Long moved to adopt the Resolution 10-111 authorizing the vacation of that portion of SE 193rd Avenue as requested. That the Chair be authorized to execute any additional documents approved by the County Attorney necessary to complete this transaction and authorize staff to record the easement documents with the Quick Claim Deed.

Vice Chair Pinkoson opened the Public Hearing at 6:26 P.M.

There was no one present who wished to speak in support of or in opposition to the above item.

Vice Chair Pinkoson closed the Public Hearing at 6:26 P.M.

The motion carried 4-0.

Quasi-Judicial/Zoning Items
New Business

County Attorney David Wagner stated that while the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence, as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.

Mr. Wagner further stated that all persons wishing to participate and speak on an issue at the public hearing would be sworn in prior to speaking during this proceeding. All persons will have the right, through the Chair, to ask questions, seek clarification of comments made and to respond to the comments or presentations of staff or other speakers; or to refute or respond to any ex-parte communication. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes.

Deputy Clerk Donahey asked if any Commissioner had received oral or written communication regarding the items. Mr. Donahey requested that Commissioners

disclose the substance of the communication and identify the person(s) making the communications(s).

Commissioner Byerly, Long, DeLaney, and Pinkoson had a conversation regarding the project with the applicant at the Comprehensive Plan Meeting.

Deputy Clerk Donahey administered the oath to all those who were present that wished to address the items under the Quasi Judicial Agenda.

25. Celebration Pointe Transit Oriented Development Preliminary Development Plan
Amount: N/A
Recommended Action: Staff recommends approval with conditions of the Preliminary Development Plan for Celebration Pointe Transit Oriented development, project number 2010021001_P: CONDITIONS: 1. Final Design of roadways and dedicated transit lanes is subject to a Final engineering review. Approval of all roadway location, right of ways and required elements at the Preliminary Stage is done so on a conceptual basis. Significant changes to the transportation network may require a Revised Preliminary Development Plan Review. 2. Inconsistencies between the western property boundary, as shown on the boundary survey submitted with the preliminary development plans and the property appraiser's GIS layer, will need to be worked out prior to final development plan submittal, as any change in the western boundary will likely modify conservation management areas/conservation easement set aside for the project.

Growth Management Director Steve Lachnicht and Planner Christine Berish presented the above item.

Vice Chair Pinkoson recognized Applicant Svein Dyrkolbotn who presented the proposal.

Commissioner Long moved approval with conditions of the Preliminary Development Plan for Celebration Pointe Transit Oriented development, project number 2010021001_P: CONDITIONS: 1. Final Design of roadways and dedicated transit lanes is subject to a Final engineering review. Approval of all roadway location, right of ways and required elements at the Preliminary Stage is done so on a conceptual basis. Significant changes to the transportation network may require a Revised Preliminary Development Plan Review. 2.Inconsistencies between the western property boundary, as shown on the boundary survey submitted with the preliminary development plans and the property appraiser's GIS layer, will need to be worked out prior to final development plan submittal, as any change in the western boundary will likely modify conservation management areas/conservation easement set aside for the project.

Vice Chair Pinkoson opened the Public Hearing at 7:07 P.M.

Vice Chair Pinkoson recognized Josh Dickinson, Sally Dickinson, and Rob Brinkman who presented comments to the Board.

Vice Chair Pinkoson closed the Public Hearing at 7:21 P.M.

The motion carried 4-0.

Closing Comments
Public Comments - 15 minutes

26. P.M. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

Chair Pinkoson recognized Rob Brinkman who presented comments to the Board.

Commission Comments

27. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Byerly requested to know if the Board will have an Informal Meeting next week. Commissioner Byerly stated that the last two letters in the exchange between the Board and the Sheriff indicate that the Sheriff wishes to keep the Jail as a separate discussion. He would like the Board to proceed with the workshop but would like a letter sent to the Sheriff making it clear that the Jail will be discussed at the workshop.

Commissioner Byerly moved direct the County Manager to draft a letter for the Board's consideration at the next available meeting that requests that the budget matters of the Sheriff's Office and the Jail be discussed at the upcoming workshop and that the information previously requested be provided within a timely manner. The motion carried 4-0.

There being no further business before the Board the meeting was adjourned at 7:49 P.M.

CONSENT/Community Outreach
Recognitions and Proclamations

28. Proclamation: Veterans Day
Amount: N/A
Recommended Action: Present Proclamation declaring "November 11, 2010 as Veterans Day"

CONSENT/Governmental Units
Constitutional Officers/Other Governmental Units

29. Forensic (DIMS) Technology Grant
Amount: $47,521.00
Recommended Action: Sign the Certificate of Acceptance, adopt the Resolution and approve the Budget Amendment of the Florida Department of law Enforcement grant award for Forensic DIMS Technology.

Community Planning Group

30. Alachua County Forever Odum Preserve Management Plan
Amount: Up to $550 per year
Recommended Action: Approve the Alachua County Forever Odum Preserve Management Plan

31. Alachua County Forever Mill Creek Preserve Management Plan
Amount: $74,300 one-time Bond, $8,100 recurring
Recommended Action: Approve the Alachua County Forever Mill Creek Preserve Management Plan

32. US EPA Environmental Education Grant
Amount: $10,435 (Revenue)
Recommended Action: Adopt the Resolution, approve the Budget Amendment, and approve an Interfund Loan in the amount of $10,435 from the General Fund to the Environmental Education Grant Fund (187-5521).

Community Services Group

33. Solid Waste: Authorization to Advertise Notice of Intent
Amount: N/A
Recommended Action: Authorize publication of the notice of intent and the public hearing for non-ad valorem assessments for collection, disposal, recycling, and management of solid waste and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District. Will allow use of non-ad valorem assessments for Fiscal Year 2011-12.

34. Interlocal Agreement with the City of Alachua for Fire Suppression and Initial Response Emergency Medical Services
Amount: $475,000.00 Revenue
Recommended Action: Approve the Second Amendment to Interlocal Agreement with the City of Alachua for Fire Suppression and Initial Response Emergency Medical Services

35. Solid Waste: Commercial Franchise Application between Alachua County and Waste Pro of Florida, Inc.
Amount: $51,000.00 Revenue
Recommended Action: Approve the Commercial Franchise Application Agreement with Waste Pro of Florida, Inc.

36. J.G. Parker Enterprises, Inc: Change Order 1 to Purchase Order 101313.
Amount: $10,251.00
Recommended Action: Approve the Finance Report and Change Order 1 to Purchase Order 101313, issued to J.G. Parker Enterprises, Inc.

37. Slack Construction, Inc.: Change Order 3 to Purchase Order 101310
Amount: $355.00
Recommended Action: Approve the Finance Report and Change Order 3 to Purchase Order 101310, issued to Slack Construction Inc.

38. Public Safety: Convert five (5) vacant firefighter positions to three (3) staffing lieutenant positions to reduce lieutenant overtime expenditures
Amount: N/A
Recommended Action: Approve the reduction of Two (2) authorized full-time equivalents in the Department of Public Safety due to the conversion of five (5) vacant firefighter positions to three (3) lieutenant positions

39. 2009-10 State Homeland Security Grant Program (SHSGP) MARC Unit Sustainment, Maintenance and Training
Amount: $21,846.00
Recommended Action: Approve the 2009-10 State Homeland Security Grant Program (SHSGP) MARC Unit Sustainment, Maintenance and Training, Adopt the Resolution, Approve the Budget Amendment and Authorize an inter-fund loan in an amount not to exceed $21,846.00

40. Interfund Loan for the Alachua County Disaster Recovery Community Development Block Grant (CDBG) Program
Amount: $250,000
Recommended Action: Approve the Interfund Loan from General Fund in the amount of $250,000 for the Alachua County Disaster Recovery Community Development Block Grant (CDBG) Program.

Tuesday, November 9, 2010 – 9:00 A.M. & 5:00 P.M.

10. Support Services Group Minutes
Amount: N/A
Recommended Action: Accept and approve the minutes of the SSG Meetings for the 3rd and 4th quarters of FY2009-2010.

Tuesday, November 16, 2010 – 1:30 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in special session.

PRESENT: Commissioners Susan Baird, Mike Byerly, Paula M. DeLaney, Rodney J. Long, and Lee Pinkoson

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Clerk J. K. Irby, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

Clerk Irby called the meeting to order at 1:30 P.M.

The meeting was televised on Cox Cable Channel 12.

INVOCATION

Chaplain Grant Smith of the Alachua County Sheriff's Office presented the Invocation.

PLEDGE OF ALLEGIANCE

Clerk J. K. Irby led the Pledge of Allegiance.

ADOPTION OF THE AGENDA

Commissioner Pinkoson moved adoption of the agenda. The motion carried 4-0.

SWEARING IN OF NEW COMMISSIONERS

The Honorable Judge Robert Roundtree swore in Commissioner Susan Baird.

The Honorable Judge Thomas Jaworski swore in Commissioner Lee Pinkoson.

ELECTION OF OFFICERS

Clerk Irby called for nominations for Chair for fiscal year 2010-2011.

Commissioner Long nominated Commissioner Pinkoson as Chair.

After no further nominations, Commissioner Pinkoson was duly elected Chair of the Alachua County Board of County Commissioners for the fiscal year 2010-2011. The nomination carried 5-0.

Clerk Irby called for nominations for Vice Chair for fiscal year 2010-2011.

Commissioner Byerly nominated Commissioner DeLaney as Vice Chair.

After no further nominations, Commissioner DeLaney was duly elected Vice Chair of the Alachua County Board of County Commissioners for fiscal year 2010-2011. The nomination carried 5-0.

CEREMONIAL INSTALLATION OF OFFICERS

Clerk J. K. Irby passed the gavel to Chair Lee Pinkoson.

REMARKS AND CLOSING COMMENTS

Commissioner Baird, Chair Pinkoson, Vice-Chair DeLaney, and Commissioner Byerly gave remarks.

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

PUBLIC COMMENTS

Chair Pinkoson recognized Bruce Nelson, Stafford Jones, Ted Kubisek, Ed Braddy, and City of Newberry Mayor Harry Nichols, who presented comments to the Board.

ADJOURNMENT

There being no further business the meeting was adjourned at 2:15 P.M.

Tuesday, November 16, 2010 – 1:30 P.M.

CONSENT AGENDA

(The items on the Consent Agenda are of a routine nature. The motion to adopt the agenda included all items and recommended actions on the Consent Agenda.)

Resolution Authorizing Signatories on Alachua County Bank Accounts
Amount: N/A
Recommended Action: Adopt the Resolution authorizing signatories on the Alachua County bank accounts.

_____
J. K. Irby, Clerk to the Board
of County Commissioners

Tuesday, November 23, 2010 – 9:00 A.M. & 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in regular session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney Commissioners Susan Baird, Mike Byerly, and Rodney J. Long,

ALSO PRESENT: County Manager Randall Reid, Assistant County Manager Richard Drummond, Assistant County Attorney David Wagner, Agenda Coordinator Darlene Ryon, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 9:00 A.M.

*****

1. Invocation by Pastor Rocky McKinley, Destiny Community Church.
   Amount: N/A
   Recommended Action: Hear Invocation by Pastor Rocky McKinley, Destiny Community Church.

2. Pledge
   Amount: N/A
   Recommended Action: Hear Pledge

Approval of Agenda

3. Approve the Agenda
   Amount: N/A
   Recommended Action: A Motion to Approve the Agenda: (a) approve any amendments to the Regular and Consent Agenda; (b) adopt the Regular Agenda; and (c) approve all items on the Consent Agenda.

County Manager Reid stated that Item #31, Modification of the membership and qualifications for the Rural Concerns Advisory Council, has been moved from the Consent Agenda to the Regular Agenda for consideration. Mr. Reid also stated that Item #39. Exception to Employee Policy 6-7 to allow non-county employee(s) to ride

in Department of Public Safety vehicles as observers has been removed from consideration on today's agenda.

Mr. Reid further stated that Item #19, San Felasco Hammock Additions - Rolling Meadows Tract by Alachua County Forever has had supplemental back up material added.

Commissioner DeLaney moved adoption of the agenda as amended. The motion carried 4-0 with Commissioner Byerly out of the room.

4. Announcements, Mark Sexton, Communications Coordinator
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator

Communications Coordinator Mark Sexton presented the following announcements:

1. The Thanksgiving Holiday will not affect the garbage service for Monday, Tuesday or Wednesday. The Thursday pickup has been scheduled for Friday to accommodate the Thanksgiving Holiday. The five Rural Collections Centers as well as the Leveda Brown Center will be closed on Thursday.

2. There will be lane closures on SW 20th Ave and SW 43rd St. on Sunday November 28, 2010 @ 8:00 P.M. to set up the initial maintenance of traffic plan. For more information contact Ha Nguyen at 374-5245.

Time Certain Items
Public Comments (9:30 AM)

5. A.M. Public Comments
Amount: N/A
Recommended Action: Hear Public Comments

Chair Pinkoson recognized Rob Brinkman, Harold Save, Brad Kutner, and John Sprig who presented comments to the Board.

Community Outreach
Recognitions and Proclamations

6. Tools for School Recognition
Amount: N/A
Recommended Action: Recognize the Tools for School business, employee and department donors.

Waste Alternatives Manager Sally Palmi presented the above item.

Appointments

7. Value Adjustment Board: Appointment of One Commissioner
Amount: N/A
Recommended Action: Appoint one commissioner to the Value Adjustment Board. Appointment is for one year.

Commissioner Byerly entered at 9:13 A.M.

Commissioner DeLaney moved appointment of herself and Commissioner Baird to serve on the Value Adjustment Board. The motion carried 5-0.

8. Environmental Protection Advisory Committee Appointments
Amount: N/A
Recommended Action: Appoint two citizens to citizen-at-large positions; one with a partial term ending June 2011, then a full term ending June 2014, and one with a term ending June 2012.

Chair Pinkoson recognized Terence Cake who expressed his desire to serve on the Environmental Protection Advisory Committee.

Clerk Irby called on each Commissioner for the nomination for the Citizen-at-large Representative with a partial term ending June 2011 followed by a full term ending June 2014.

Commissioner Baird, Byerly, Long, DeLaney, and Pinkoson nominated Terence Cake.

Commissioner DeLaney moved appointment of Terence Cake as the Citizen-at-large Representative to a partial term ending June 2011 followed by a full term ending June 2014 and Esther Kaufman as the Citizen-at-large Representative to a term ending June 2012. The motion carried 5-0.

9. Victim Services and Rape Crisis Center Advisory Council Appointments.
Amount: N/A
Recommended Action: Appoint two citizens-at-large to the Victim Services and Rape Crisis Center Advisory Council.

Chair Pinkoson recognized Nicole Pulcini Mason who expressed her desire to serve on the Victim Services and Rape Crisis Center Advisory Council.

Clerk Irby called on each Commissioner for their nomination of the Citizen-at-large to a partial term ending May 2011 followed by a full term ending May 2013.

Commissioners Baird, Byerly, DeLaney, Long, and Pinkoson nominated Nicole Pulcini Mason.

Commissioner Byerly moved appointment of Ms. Mason as the Citizen-at-large Representative to a partial term ending May 2011 followed by a full term ending May 2013 and Sheila Dickinson as the Citizen-at-large Representative with a term ending May 2012. The motion carried 5-0.

Commissioner Byerly exited at 9:22 A.M.

Advisory Board and Committee Reports

11. Rural Concerns Advisory Committee FY 2009-2010 Annual Report
Amount: N/A
Recommended Action: Receive the presentation of Rural Concerns Advisory Committee's FY 09-10 Annual Report and Work Plan for FY 10-11

Rural Concerns Advisory Council Member Ward Scott presented the above item.

Governmental Units
Constitutional Officers/Other Governmental Units

10. Sheriff Darnell Budget Amendment Request
Amount: N/A
Recommended Action: Request for end of year savings to be applied towards FY2010-2011 budget.

Commissioner Byerly entered at 9:22 A.M.

Alachua County Sheriff Sadie Darnell presented the above item.

Commissioner Baird moved that the County withdrawal its response to the Governor's Office and request that the Sheriff withdrawal her appeal and fund the Sheriff's budget request for the year at $400,000.00. The motion failed for lack of a second.

Clerk Irby stated that he believes the Constitutional Officers have not used all of the percentage of the budget allocated to them. If that is correct the unused portion could be used to make up the difference in the Sheriff's budget.

Commissioner DeLaney moved to refer to the County Manager to investigate the matter of if there is any available money within the Constitutional Officers' allocation.

Chair Pinkoson recognized Sheriff Darnell, Harold Save, Laura Knudsen, Frank Fiordalisi, Bruce Nelson, Brandon Kutner, John Sprague, and Roberta Lopez who presented comments to the Board.

The motion carried 5-0.

31. Modification of the membership and qualifications for the Rural Concerns Advisory Council.
Amount: N/A
Recommended Action: Adopt a resolution modifying the membership and qualifications for the Rural Concerns Advisory Council replacing 2 'Unincorporated Towns' positions with 2 Citizen-at-large positions; stating that preference will be given to citizens from unincorporated areas of Alachua County.

Rural Concerns Advisory Council Member Ward Scott presented the above item.

Commissioner DeLaney moved to refer the Rural Concerns Advisory Board to the County Manager and Attorney to develop language that would encourage participation from the Rural areas and report back to the Board when ready. The motion carried 5-0.

Community Planning Group

13. Draft Interlocal Agreement Relating to City of Waldo/GRU Wastewater Force Main Extension
Amount: N/A
Recommended Action: Receive report on the draft Interlocal Agreement with the City of Waldo, Gainesville and GRU relating to proposed extension of GRU wastewater force main to Waldo, and provide any input to staff on preparation of the Agreement for approval by the Parties.

Senior Planner Ben Chumley presented the above item.

Chair Pinkoson recognized GRU Representative Rick Hutton, Engineering Consultant Tim Norman, and City of Waldo Manager Kim Worley who presented comments to the Board.

Commissioner DeLaney moved to receive report on the draft Interlocal Agreement with the City of Waldo, Gainesville and GRU relating to proposed extension of GRU wastewater force main to Waldo, and provide any input to staff on preparation

of the Agreement for approval by the Parties and specify the size of the pipe in the agreement. The motion carried 5-0.

County Manager

12. Achieving 75 percent Recycling/ Building a Sustainable Solid Waste Program
Amount: N/A
Recommended Action: Receive presentation from staff. Endorse sustainable solid waste management program including materials recovery facility, organics recycling facility and flow control.

Commissioner Long stated that he has to leave at 1:00 P.M. for an important meeting. He stated that he has discussed the matter with staff and had all his questions answered and supports moving forward with the process.

Waste Alternatives Manager Sally Palmi and HDR Engineering Consultant John Locklear presented the above item.

Commissioner Long exited at 12:48 P.M.

Commissioner DeLaney moved to receive the presentation from staff. Endorse sustainable solid waste management program including materials recovery facility, organics recycling facility and flow control.

Chair Pinkoson recognized City of Archer Manager Glanzer, City of Archer Mayor Roberta Lopez, City of Archer Commissioner Marjorie Zander, Commissioner Blanche Parker, Commissioner Gabe Green, Dwight Adams, Fletcher Hope, Walter Willard, and Public Works Director Richard Hedrick who presented comments to the Board.

The motion carried 4-0 with Commissioner Long out of the room.

County Manager Reports

14. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

1. Bo Diddley Fundation has requested that the County Commission purchase a table at the fundraiser or purchase an ad in the print materials. Mr. Reid advised the Commission that the usual practice is to not purchase tables. That if an individual in the County wishes to purchase a ticket or table with their funds they may.

2. Sheriff's Office Grant Coordinator Kelly Amerson stated that the communication tower project is nearing end however that the Resolution and budget amendment have not been approved. She requested that the Board approve the Resolution and the budget amendment as it is time sensitive.

Commissioner DeLaney moved to refer the matter to the County Manager to obtain staff approval and the matter shall be presented at the 5:00 P.M. meeting. The motion carried 5-0.

Closing Comments
Public Comments - 15 minutes

15. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

Chair Pinkoson recognized Walter Willard who presented comments to the Board.

Commission Comments

16. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Baird thanked staff for their assistance in helping her with her first Regular Meeting.

Commissioner Pinkoson stated that he would like to work with the County Manager and Attorney regarding commission comments at the swearing in ceremony and using public documents at meetings.

COMMISSION RECESSED AT: 1:59 P.M.
COMMISSION RECONVENED: 5:00 P.M.

ADDED ITEM:

Communications Tower Grant Resolution and Budget Amendment

Commissioner DeLaney moved adoption of Resolution 10-116(a) and the budget amendment. The motion carried 4-0 with Commissioner Byerly out of the room.

Evening Community Outreach and Public Hearing (5:00 P.M.)
Public Comments - then resume Public Hearing (5:30 P.M.)

17. P.M. Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

There was no one present who wished to address the Board.

Public Hearings
Regular Matters

18. Public Hearing to Consider Adoption of the Alachua County Neighborhood Stabilization Property Conveyance Ordinance.
Amount: N/A
Recommended Action: Hold Public hearing to Adopt the Neighborhood Stabilization Property Conveyance Ordinance.

Commissioner Byerly entered at 5:01 P.M.

Housing Manager Tom Webster presented the above item.

Commissioner Long moved to hold the Public hearing and adopt the Neighborhood Stabilization Property Conveyance Ordinance 10-27. The motion carried 5-0.

Quasi-Judicial/Zoning Items
New Business

20. Hearing for Shands Healthcare, Inc. Notice of Proposed Change to the SantaFe Village Development of Regional Impact and Substantial Deviation Determination
Amount: N/A
Recommended Action: The applicant has verbally requested a deferral of this item, which has already been advertised, from the November 23, 2010 meeting. We expect written confirmation of the deferral request and waiver of the 60 day timeframe required by Chapter 380.06(19)(f)3, Florida Statutes for action by the County Commission on Notice of Proposed Change applications.

Senior Planner Missy Daniels informed the Board that the applicant has requested a continuance in this matter.

Commissioner Long moved to continue this item to January 25, 2010 at 5:00 P.M. or as soon thereafter as can be heard. The motion carried 5-0.

19. San Felasco Hammock Additions - Rolling Meadows Tract by Alachua County Forever.
Amount: Acquisition $2,793,342.00 Annual Stewardship $550.00
Recommended Action: Accept and exercise the Option Contracts to Purchase the Alachua County Forever San Felasco Hammock Additions - Rolling Meadows Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions. Further, the Board should execute the attached Lease Amendment with the State of Florida Division of Recreation and Parks to manage the Rolling Meadows Tract and authorize the Chair's signature.

Land Conservation Manager Ramesh Buch presented the above item.

Commissioner Long moved to refer to the Land Conservation Board the properties on the A list for them to prioritize those properties that would make the best land conservation purchases with the money remaining. Report back to the Board within 90 days with the list. The motion carried 3-2 with Commissioners Baird and Pinkoson voting "Nay".

Closing Comments
Public Comments - 15 minutes

21. P.M. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

Chair Pinkoson recognized Rod Gonzalez who presented comments to the Board.

Chair Pinkoson recognized Laurie Newsom presented comments to the Board of outsourcing the County's Veterans Affairs Department to the Disabled American Veterans. She stated that this proposal was brought last October yet no meeting has been established.

County Manager Reid stated that there are ongoing efforts to establish the meeting.

Commissioner Byerly stated that outsourcing is a major policy change for the County and he would like to discuss this matter at an Informal Meeting prior to have staff pursue this matter much further.

Chair Pinkoson recognized Walter Willard and Ed Braddy who presented comments to the Board.

22. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

(There were no comments provided.)

There being no further business before the Board the meeting was adjourned at 6:05 P.M.

Adjourn
CONSENT/Community Outreach

Recognitions and Proclamations

23. Proclamation: "Dr. Gloria Y. Williams Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring October 29, 2010 as "Dr. Gloria Y. Williams Day" in Alachua County, Florida. Proclamation was presented on October 29, 2010.

24. Proclamation: "Hunger Awareness Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring November 2010 as "Hunger Awareness Month" in Alachua County, Florida.

CONSENT/Governmental Units
Constitutional Officers/Other Governmental Units

25. Report of Interfund Loans
Amount: N/A
Recommended Action: Accept the Interfund Loans Report of outstanding loans that span the fiscal year end

26. Annual Equitable Sharing Agreement and Certification
Amount: N/A
Recommended Action: Approve and Sign annual Equitable Sharing Agreement and Certification

27. Approval of the Board of County Commission Minutes.
Amount: N/A
Recommended Action: Approve the following meeting minutes: July 6, 2010; July 8, 2010; August 3, 2010; September 7, 2010; September 14, 2010.

28. Ratification of the warrant list.
Amount: N/A
Recommended Action: Ratify the warrant list.

County Attorney

29. Resolution Declaring Enacted Citizen Inititiative Ordinance Establishing Nighttime Airboat Curfew
Amount: N/A
Recommended Action: Adopt the resolution declaring enacted a nighttime airboat curfew ordinance.

30. Resolution Declaring Enacted Amendments 2 and 3, Alachua County Charter
Amount: N/A
Recommended Action: Adopt the resolution declaring enacted Amendments 2 and 3 of the Alachua County Charter proposed by the Charter Review Commission.

Support Services Group

32. Wellness Program contribution from BlueCross BlueShield of Florida.
Amount: $100,000.00
Recommended Action: Approve budget amendment, resolution and sign the confirmation letter for the Wellness Program contribution from BlueCross BlueShield of Florida.

33. Health Insurance Contract Amendment
Amount: N/A
Recommended Action: Approve amendment and authorize Chairs signature on the Health Insurance Contract

34. Skinner, Vignola, McLean Inc. Contract
Amount: $18,922.50
Recommended Action: Approve and execute Amendment #1 for services related to scope change, utilities location and additional surveying.

Community Planning Group

35. Chapman's Pond Lease Agreement
Amount: N/A
Recommended Action: Approve the Lease Agreement for Chapman's Pond.

36. Release of Funds and Environmental Review - Disaster Recovery Grant
Amount: $100,000.00
Recommended Action: Authorize the chair to sign the Request for Release of Funds and Unspecified Site Strategy to transmit to Department of Community Affairs.

Community Services Group

37. CHOICES and Department of Health (Wellness) Agreement
Amount: $500,000.00
Recommended Action: Approve and execute the Agreement between CHOICES and the Alachua County Department of Health to provide health education and wellness programs.

38. Department of Children and Families Contract
Amount: $9,956.00
Recommended Action: Approve and Contract Amendment 4 to Contract CD903 to maintain the funding for this long-standing County program. Approve Budget Amendment for reduction to FY 10/11 Budget for Fund 024.

~~39. Exception to Employee Policy 6-7 to allow non-county employee(s) to ride in Department of Public Safety vehicles as observers~~
~~**Amount:** N/A~~
~~**Recommended Action:** Approve the exception to Employee Policy Number 6-7 to allow non-county employee(s) to ride in Department of Public Safety vehicles as observers.~~

40. 2010/2011 Amendment to the Agreement between State of Florida, Office of Attorney General (OAG) and Alachua County Board of Commissioners
Amount: N/A
Recommended Action: Approve Amendment to the Agreement between the State of Florida, Office of Attorney General and Alachua County BOCC Victims Services and Rape Crisis Center, Grant # V10106 for VOCA Grant and Authorize Chair to sign.

41. CHOICES Enrollment Update
Amount: N/A
Recommended Action: Accept the CHOICES Health Services Program Enrollment Update.

42. Inter-fund loan from General Fund to repay Alachua County Forever Pooled Commercial Paper (PCP)
Amount: 13,300,000.00
Recommended Action: Approve the inter-fund loan in the amount of $13,300,000.00 to repay the PCP. The loan will be for a time period not to exceed 30 days.

Tuesday, December 7, 2010 – 1:30 P.M.
John R. "Jack" Durrance Auditorium
County Administration Building
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners (BOCC) met in special session.

PRESENT: Chair Lee Pinkoson, presiding, Vice-Chair Paula M. DeLaney, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

The meeting was televised on Cox Cable Channel 12.

Chair Pinkoson opened the meeting at 1:30 P.M.

PEARL HARBOR MOMENT OF SILENCE

Chair Pinkoson led the Board in a moment of silence to remember Pearl Harbor.

ADOPTION OF THE AGENDA

Chair Pinkoson requested that the item on the Jail be heard first.

Commissioner Long moved adoption of the agenda as modified.

Chair Pinkoson recognized Sheriff Sadie Darnell, who requested that the agenda be followed as circulated.

Commissioner Long moved the substitute motion that the agenda be followed as circulated. The motion carried 3-0 with Commissioners Byerly and DeLaney out of the room.

DISCUSSION ITEMS

1. Overview of the Sheriff's Adopted Budget History
   Amount: N/A
   Recommended Action: Hear overview of the Sheriff's adopted budget history.

County Manager Randall Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner DeLaney entered the room at 1:32 P.M.

Commissioner Byerly entered the room at 1:34 P.M.

Chair Pinkoson recognized Sheriff Sadie Darnell and Assistant Clerk/Finance Director Todd Hutchison who presented comments to the Board.

Commissioner Baird stated for the record, "I recommend that we do fund the Sheriff's budget at least up to $400,000.00 to go ahead and take care of some of these additional costs that we now know are new, in addition to the unfunded mandates."

Commissioner Baird moved to fund a budget amendment to the Sheriff's budget in the amount of $400,000.00 and request that the Sheriff withdraw her appeal.

Chair Pinkoson passed the gavel at 2:05 P.M. to Vice-Chair DeLaney in order to second the motion.

Chair DeLaney recognized Marty Goodkind, Jim Dear, Darlene Pifalo, Jorge Campos, Frank Murphy, Herbert Cook, Frank Fiordalisi, and Sheriff Sadie Darnell, who presented comments to the Board.

The motion failed 2-3, with Commissioners Byerly, DeLaney, and Long voting nay.

Vice-Chair DeLaney returned the gavel at 2:29 P.M. to Chair Pinkoson.

2. Discussion of Law Enforcement and Corrections Statistics
Amount: N/A
Recommended Action: Discuss Law Enforcement and Corrections Statistics.

Sheriff Sadie Darnell presented the above item.

Chair Pinkoson recognized Office of Management and Budget Director Suzanne Gable, Sheriff's Office Chief Financial Officer Patti Justice, Jorge Campos, who presented comments to the Board.

3. Sheriff's Presentation of Jail Issues
Amount: N/A
Recommended Action: Hear presentation by the Sheriff on Jail Issues.

Sheriff Sadie Darnell, Inmate Services Division Commander Captain Walter Withey, Jr., Security Operations Division Commander Captain Jeff Cloutier, Security Operations Division Commander Captain Norman Atkins, Support Services Division

Manager Karen Keith, and Inmate Programs Bureau Chief Eugene Morris, who presented the above item.

Commissioner Long left the room at 5:11 P.M.

Commissioner Byerly moved to request the following information:

1. BOCC staff is to evaluate Florida County staffing analysis of the Sheriff's office
2. Copy of Pulitzer/Bogart study, and how the conclusions of that study would be affected by the jail expansion
3. Percentage of the Capital Improvement Plan that has gone to jail projects over the past ten years
4. Direct Manager to work with Sheriff to schedule a meeting or a workshop to discuss budget issues.

Chair Pinkoson recognized Jeff McAdams and Mary Anderson who presented comments to the Board.

The motion carried 4-0, with Commissioner Long out of the room.

COMMISSION GENERAL AND INFORMAL DISCUSSION

There were no comments from Commissioners.

PUBLIC COMMENT

There were no citizens present who wished to provide comments to the Board.

There being no further business the meeting was adjourned at 6:16 P.M.

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J. K. Irby, Clerk to the Board
of County Commissioners

Friday, December 10, 2010 – 9:00 A.M.
Kanapaha Botanical Gardens
4700 SW 58th Drive
Gainesville, Florida

The Alachua County Commission met for a Retreat.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney Commissioners Susan Baird, Mike Byerly, and Rodney J. Long,

ALSO PRESENT: County Manager Randall Reid, Assistant County Manager Richard Drummond,County Attorney David Wagner, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 9:13 A.M.

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ADOPTION OF THE AGENDA

Commissioner DeLaney moved adoption of the agenda with the amendment of hearing the items in the following order Item 3,1,2,4, and 5. The motion carried 4-1 with Commissioner Baird voting "Nay".

Ice Breaker: Manager Reid led a discussion amongst the Commission so the Commissioners could become better acquainted.

III. Discussion of Specific Issues and Priorities

1. Community Agency Partnership Program (CAPP): Each year the County Commission allocates approximately 1% of the general fund to outside agencies through the CAPP Program based on recommendations from the CAPP Advisory Board. Does the County Commission wish to alter the way in which we distribute funds to these agencies and others circumventing the process?

Commissioner Byerly moved to direct staff to schedule a Board workshop on the CAPP process early in the New Year and that this item remain on the list of topics for further discussion. The motion carried 4-1 with Commissioner Baird voting "Nay".

2. CHOICES: The special sales tax funding CHOICES Program will expire in 2011 and the trust funds will provide payments through 2014 with the current sustained utilization by eligible applicants. Do we wish to alter in any way the current CHOICES Program or plan to continue the program in any new referendum?

Commissioner Byerly moved to keep CHOICES on the list of topics for further discussion. The motion carried 5-0.

3. Fairgrounds/Resource Recovery Park: This development is going through the planning process and is expected to provide the leverage of a county owned asset to create jobs and spur economic development. Do we wish to continue this development or change its scope in any way?

Commissioner Long moved to keep the Fairground/Resource Recovery Park on the list for further discussion. The motion carried 5-0.

4. Infrastructure Sales Tax 2012: The County Commission discussed placing a sales tax question for at least roads on the November 2012 ballot and asked the County Manager to convene a meeting in January to discuss this with community stakeholders. Does the County Commission wish to continue to place such a question on the ballot and what should our role be as a County Government?

Commissioner DeLaney moved to direct the County Manager to proceed with the planned public forum regarding a possible Infrastructure Sales Tax 2012.

Chair Pinkoson recognized Kevin Riordan who presented comments to the Board.

The motion carried 5-0.

County Attorney Wagner requested authority from the County to advise citizens on how to legally place an item on the Ballot.

By consensus, the Board agreed that the County Attorney should advise the citizens to attend a Board meeting to receive advice from the County Attorney regarding a ballot initiative so all the public can be involved.

5. Jail Operations 2012: The County's contract with the Sheriff to operate the Jail expires in 2012. Do we wish to continue the agreement, perhaps with more performance objectives or seek another entity to operate the facility and how will we arrive at this decision?

Commissioner Long moved to direct the County Manager to proceed with the Board's previous direction to develop a scope of services which include all three option of contracting with the sheriff, privatization, and the County Commission operating the Jail for further review and keep the item on the list for further discussion.

Chair Pinkoson recognized Jim Santangelo who presented comments to the Board.

The motion carried 4-1 with Commissioner Baird voting "Nay".

6. Boundary Adjustment Act begins 2011: It is time to contact our municipalities regarding the urban reserve areas to determine if there should be changes under the Boundary Adjustment Act. How should we proceed with minimizing conflict over this issue and seeking a collaborative process for a renewed approval?

Commissioner Byerly moved to direct the staff to follow the process used the previous time and remove the list for further discussion.

Commissioner Long and Baird exited at 11:14 A.M.

The motion carried 3-0 with Commissioner Long and Baird out of the room.

Commissioner Baird entered at 11:15 A.M.

Commissioner Byerly moved to authorize the County Manager to send a letter advising the League of Cities that if they wish to make changes to the Boundary Adjustment Act itself that now is the time to do so and provide a time line. The motion carried 4-0 with Commissioner Long out of the room.

7. SWAG Area/Tower Road Center: The County will soon be acquiring additional property in this area for a resource center. Are there other area actions that the County Commission wishes to undertake in the Tower Road unincorporated area to strengthen the relationship with this unincorporated area?

Commissioner Byerly moved to continue on the current path and remove the item from the list for further discussion. The motion carried 4-0 with Commissioner Long out of the room.

Commissioner Long entered at 11:19 A.M.

8. ECSC Implementation: This report has already been provided to the County Commission outlines significant work tasks for the County organization in the area of sustainability and energy and water conservation. Does this continue to be a priority and how can we best report these efforts to you as they will take years to accomplish?

Commissioner Byerly moved to continue on the current path ECSC and take the item of the list for further discussion. The motion carried 4-1 with Commissioner Baird voting "Nay".

9. Mobility Fee/Backlog Authority: Despite major changes to the Department of Community Affairs and comprehensive planning within the state we foresee continuing to develop mixed use developments with bus rapid transit. The mobility related changes to the County's impact fee will not be able to fund all transit operational issues and a backlog Authority's other type of tax increment financing will dictate revenue growth from these new major developments to transportation improvements. How will we pay for non road services such as public safety and social and animal programs if expanded development revenues are earmarked for roads?

Commissioner DeLaney moved to continue to leave the Mobility Fee/Backlog Authority on the list for further discussion however the items don't have to be presented at the same time.

Chair Pinkoson recognized Laurie Newsom who presented comments to the Board.

The motion carried 5-0.

10. Next Generation Radio System: This expensive system is necessary for emergency management and emergency management communications. How can we best develop a countywide communications system that is funded by all county residents that will be fiscally acceptable to citizens and our small cities?

Chair Pinkoson recognized Public Safety Director Ed Bailey who presented the above item.

Chair Pinkoson requested that the item be removed from the list for further discussion and allow the item to continue through the process in place.

11. Road Resurfacing and Assessments: Additional growth and aging infrastructure has increased the need for monies and resources for the roads program. How will these funds be generated and will assessments for roadways need to be a focus in residential areas?

Commissioner DeLaney moved to continue the discussion of how the County will generate road money and considering assessments for roadways in residential areas.

Chair Pinkoson recognized Frank Fiordalisi who presented comments to the Board.

The motion carried 5-0.

12. Space Needs such as Supervisor of Elections and Jail: Even with the reduction in BOCC staff throughout Commission departments we continue to have building leasing issues and the need for future facilities. How will we provide space for the Supervisor of Elections or a more far off new Jail pod as these needs resurface?

No action was taken and the Chair stated that the no further discussion would be needed and items would be addressed as they arise.

13. Wild Places Public Spaces (WPPS) – (Kanapaha): The half cent sales tax expires at the end of this year and we will continue to provide reports on the municipalities' use of these funds and the construction plans for Kanapaha Park. How can we be sure that all these WPPS proceeds will be expended prior to discussions of future sales tax and do we wish to continue to move away from recreation provision?

Commissioner DeLaney moved to direct the staff liaison to get a letter from the Chair of the oversight committee. If that cannot be done a timely manner authorize the Chair of the Board of County Commission to send a letter to ask municipalities to report on the status of projects. The motion carried 4-0 with Commissioner Byerly out of the room.

14. Fire Agreement (Small Cities): With the failure to enact the fire assessment the county's options in dealing with the small cities for fire services will continue to be based on fire contracts with each municipality with ad valorem funding or their participation in the MSTU. How do we wish to change this reoccurring annual debate regarding fire contracts?

Commissioner Byerly entered at 1:02 P.M.

Commissioner Long moved to leave the item on the list for further discussion. The motion carried 5-0.

15. County Unincorporated Area CRA: In order to allow enhancement and construction of infrastructure in the Eastside unincorporated area, county staff is bringing forward a Community Redevelopment Area. Does the County Commission wish us to negotiate changes to the annexation transition agreement in light of these commitments of funds for pre-annexation improvements?

County Manager Randall Reid, Assistant County Manager Richard Drummond, and Public Works Director Richard Hedrick presented the above item.

Commissioner Long moved to continue to have the discussion and have staff to report back to the Board with information regarding the Unincorporated County CRA. The motion carried 5-0.

Commissioner Byerly moved to consider modification of the transition agreement to include a recapture of funds if a City annexes infrastructure the County built within a certain time period. The motion carried 5-0.

16. One Stop Homeless Center: This city project will be under construction in 2011 and will provide more facilities for the homeless population. What involvement on a continuing basis should the County Commission play in the operation of this homeless facility and service center?

Commissioner Long moved to continue the level of involvement that the County currently has with the City of Gainesville on the One Stop Center. The motion carried 5-0.

17. Storm Water Assessment: The Public Works Department has worked for several years on a storm water assessment program to fund storm water management in the unincorporated area and has worked with the City of Gainesville staff to potentially allow their use in the urbanized area through the City of Gainesville. Does the County Commission wish us to precede with another benefit assessment based financing mechanism in light of two unsuccessful fire assessment discussions?

Commissioner Byerly moved to continue to bring the Storm Water Assessment on a path to bring a proposal in front of the County Commission.

Chair Pinkoson recognized Kevin Riordan who presented comments to the Board.

The motion carried 4-1 with Commissioner Long voting "Nay".

18. Workforce Diversity and Planning: The Administrative Services Department is responding to the Commission's request to provide a workforce diversity and development program for Alachua County in response to our significant retiring population of employees and the need for succession planning. In what ways, in this fiscally constrained environment, can we prioritize salary increases among the many competing demands for funding that the County Commission feels it can support within the community?

By consensus, the Board stated that they will address employee compensation during the normal budget process.

19. Combined Communications Center/Small Cities: The Combined Communications Center is operated by the City of Gainesville and Alachua County through the Alachua County Sheriff's Office. Cities such as Waldo and High Springs have expressed more favorable funding arrangements from coming into the countywide system and, in the case of Waldo, are seeking use of existing County funds to fund their own participation. Does the County Commission desire to look at a major refinancing of this system as a countywide priority?

No action was taken.

20. Flow Control/Future of Solid Waste: The future of the County Solid Waste operations is a basic service area for county governments and an economic development and employment driver for the area. The County Commission has continued to articulate a public entity should be involved in the solid waste management of the county and flow control is necessary for the county to proceed with plans for the alternative use and recycling of waste materials. Does the County Commission support continuing to develop stronger flow control and public participation in the solid waste collection and disposal process or should we consider greater participation by private industry?

By consensus, the Board will allow the item to continue through the normal process.

24. Funding Constitutional Officers: Last year and in prior years of revenue downturn we have met with the CO's and developed a shared percentage of reduction in funding which has now resulted in a budget appeal by the Sheriff. Does the Commission desire to continue to follow this percentage based process or as discussed examine and set other percentage based

reductions in service areas for budgets to be developed and how would such funding priorities be implemented?

Commissioner Long moved to continue with the current split to fund the Constitutional Officers. The motion carried 3-2 with Commissioners Baird and Pinkoson voting "Nay".

21. Animal Services (Alternative Future): The County staff is meeting with animal service groups in the community to use private funding to facilitate the adoption of dogs and cats and avoid the containment of healthy animals at the animal services facility. Should the county explore an entirely different way to handle animal control issues beyond, including considering limiting our services to requirements of State law with community agencies providing welfare services for animals?

Commissioner DeLaney moved to direct the County Manager to continue working with the rescue groups and charities toward a new process for the provision of animal services in the County. The motion carried 5-0.

22. Veterans' Services (Alternative Future): The Disabled Veterans of America have offered to take over operations of the Veterans' Services Division and staff and effort at an external location to the current County Offices. We have requested they meet with the Veterans Council. Does the County Commission Object to this proposal if veterans have input into the scope of services and use an RFP to solicit vendors such as DVA for this function if costs are less?

By consensus, the Board will allow the item to follow its present course and hear the presentation in January.

23. Information Technology Failure: We have been advised by our IT Department of increasing stress in our ITS Systems and the need for restoration of a higher level of funding to keep up with technology and strengthen our systems storage and capacity to prevent their failure. How does the Commission wish to prioritize such expenditures and should we make our information infrastructure a renewed priority in 2012?

ITS Director Kevin Smith presented the above item. No action was taken.

I. Review Guiding Visions

Item was not addressed.

Friday, December 10, 2010 – 9:00 A.M.

II. Review of Financial Situation

Item was not addressed.

IV. Next Steps: Summary and Suggestions

Item was not addressed.

V. Commissioners: Closing Comments

Item was not addressed.

There being no further business before the Board the meeting was adjourned at 3:02 P.M.

Tuesday, December 14, 2010 – 9:00 A.M. and 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in regular session.

PRESENT: Chair Lee Pinkoson, presiding, Vice-Chair Paula M. DeLaney, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Clerk J.K. Irby, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

Chair Pinkoson called the meeting to order at 9:02 A.M.

The meeting was televised live on Cox Cable Channel 12.

Invocation

1. Invocation by Rabbi Daniel Wolnerman, University of Florida Hillel
   Amount: N/A
   Recommended Action: Hear Invocation by Rabbi Daniel Wolnerman, University of Florida Hillel.

   Rabbi Daniel Wolnerman of the University of Florida Hillel gave the invocation.

Pledge of Allegiance

2. Pledge
   Amount: N/A
   Recommended Action: Hear Pledge.

   Chair Pinkoson led the Pledge of Allegiance.

Approval of Agenda

3. Approve the Agenda
   Amount: N/A
   Recommended Action: A Motion to Approve the Agenda: (a) approve any amendments to the Regular and Consent Agenda; (b) adopt the Regular Agenda; and (c) approve all items on the Consent Agenda.

County Manager Randall Reid presented the following amendments to the agenda:

1. Item 14, Budget Amendment to 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, was pulled from the agenda to be heard in January 2011.
2. Item 30, Establishing a Debt Service and Capital Fund in Support of the Series 2010 Alachua County Forever Bond Issuance, had additional backup and was moved from the Consent Agenda to the Regular Agenda.
3. Item 38, Meridian Behavioral Healthcare, Inc. Fiscal Year 2010-2011 Agreement was moved from the Consent Agenda to the Regular Agenda.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner DeLaney moved to adopt the agenda. The motion carried 5-0.

(The motion to adopt the Agenda approved the Regular and Public Hearing Agendas and all items and Recommended Actions on the Consent Agenda.)

Announcements

4. Announcements
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton, Communications Coordinator.

Communications Coordinator Mark Sexton presented the following announcements:

1. A workshop on NW 16th Avenue/NW 23rd Avenue will be held Wednesday, December 15, 2010 at 5:30 P.M. at Littlewood Elementary School, 812 NW 34th Street in Gainesville. For more information, call Brent King at Public Works at (352) 548-1217.
2. Mr. Sexton presented a video clip from ABC News on Alachua County's Paws on Parole program.

COMMUNITY OUTREACH

Recognitions and Proclamations

6. Length of Service Pin Recipients
Amount: N/A

Recommended Action: Recognize County Employees that have reached a Length of Service or Career Milestone in November 2010.

Human Resources Manager Kim Baldry presented the above item.

Chair Pinkoson recognized Public Works Director Richard Hedrick who presented comments to the Board.

7. Recognition of Alvin Gaither's Retirement from the Alachua County Board of County Commissioners (Public Works Department) after nine years of dedicated service to the citizens of Alachua County
Amount: N/A
Recommended Action: Recognize Mr. Gaither for his nine years dedicated service to the citizens of Alachua County.

Public Works Director Richard Hedrick presented Mr. Gaither with a watch for his retirement.

Mr. Gaither accepted the watch with gratitude.

Appointments

8. CHOICES Advisory Board Appointments
Amount: N/A
Recommended Action: Appoint four citizens and confirm the nomination of one to the CHOICES Advisory Board.

Chair Pinkoson recognized Allan March and Nancy Thayer who presented comments to the Board.

Clerk Irby called the roll for each Commissioner's nomination for the Hospital Employee position on the CHOICES Advisory Board to a partial term ending December 2010 followed by a full term ending December 2013.

Commissioners Baird and DeLaney nominated Nancy Thayer. Commissioners Byerly, Long, and Pinkoson nominated Cynthia Moore Chestnut.

Commissioner Long moved to appoint Cynthia Moore Chestnut to the Hospital Employee position on the CHOICES Advisory Board to a partial term ending December 2010 followed by a full term ending December 2013.

Commissioner Long moved the substitute motion to appoint Cynthia Moore Chestnut to the Hospital Employee position on the CHOICES Advisory Board to a partial term ending December 2010 followed by a full term ending December 2013,

Allan March to the Physician position on the CHOICES Advisory Board to a partial term ending December 2010 followed by a full term ending December 2013, Elaine S. Hill to the Pharmacist position on the CHOICES Advisory Board to a term ending November 2013, Teresa Dolan to the Dentist position on the CHOICES Advisory Board to a term ending November 2013, and Norman S. Levy to the Representative of the Alachua County Medical Society position on the CHOICES Advisory Board to a term ending November 2013.

Commissioner Baird requested to divide the question so that the Hospital Employee position could be voted on separate from the others.

Chair Pinkoson called the question on appointing Allan March to the Physician position on the CHOICES Advisory Board to a partial term ending December 2010 followed by a full term ending December 2013, Elaine S. Hill to the Pharmacist position on the CHOICES Advisory Board to a term ending November 2013, Teresa Dolan to the Dentist position on the CHOICES Advisory Board to a term ending November 2013, and Norman S. Levy to the Representative of the Alachua County Medical Society position on the CHOICES Advisory Board to a term ending November 2013. **The motion carried 5-0.**

Chair Pinkoson called the question on appointing Cynthia Moore Chestnut to the Hospital Employee position on the CHOICES Advisory Board to a partial term ending December 2010 followed by a full term ending December 2013. **The motion carried 4-1**, with Commissioner Baird voting nay.

Public Comments (9:30 A.M.)

5. A.M. Public Comments
   Amount: N/A
   Recommended Action: Hear Public Comments.

Chair Pinkoson recognized Jane Maxwell, County Manager Randall Reid, December McSherry, Trish Riley, and Ken McMurray, who presented comments to the Board.

Appointments (continued)

9. Economic Development Advisory Committee: Confirmation of One Nomination
   Amount: N/A
   Recommended Action: Confirm nomination of one citizen to the Economic Development Advisory Committee as the Alachua County School Board Representative (non-voting), with no term end date.

10. Local Planning Agency (Planning Commission) Confirmation of One Nomination

Amount: N/A
Recommended Action: Confirm the nomination of one citizen to the School Board Representative position on the Local Planning Agency to a term ending June 2013.

Commissioner DeLaney moved to appoint Gunnar Paulson to the Economic Development Advisory Committee as the Alachua County School Board non-voting Representative with no term end date and to the School Board Representative position on the Local Planning Agency to a term ending June 2013. The motion carried 5-0.

11. Original Florida Tourism Task Force Appointments
Amount: N/A
Recommended Action: Appoint three citizens to the Original Florida Tourism Task Force: two to Citizen-at-Large positions and one to the Citizen-at-Large (alternate) position.

Chair Pinkoson recognized Nickie Kortus who presented comments to the Board.

Clerk Irby called the roll for each Commissioner's nomination for the Citizen-at-Large position to a partial term ending April 2011, then to a full term ending April 2013.

Commissioner Baird nominated Alan Iverson. Commissioners Byerly, DeLaney, Long, and Pinkoson nominated Nickie Kortus.

Commissioner Byerly moved to appoint Nickie Kortus to the Citizen-at-Large position to a partial term ending April 2011, then to a full term ending April 2013. The motion carried 5-0.

Clerk Irby called the roll for each Commissioner's nomination for the Citizen-at-Large position to a term ending April 2012.

Commissioners Baird and Pinkoson nominated Alan Iverson. Commissioners Byerly, DeLaney, and Long nominated Roland Loog.

Commissioner Byerly moved to appoint Roland Loog to the Citizen-at-Large position to a term ending April 2012. The motion carried 5-0.

Clerk Irby called the roll for each Commissioner's nomination for the Citizen-at-Large (alternate) position to a partial term ending April 2011, then to a full term ending April 2013.

Commissioners Baird, DeLaney, and Pinkoson nominated Alan Iverson. Commissioners Byerly and Long nominated Victor Perez.

Commissioner Byerly moved to appoint Alan Iverson to the Citizen-at-Large (alternate) position to a partial term ending April 2011, then to a full term ending April 2013. The motion carried 5-0.

GOVERNMENTAL UNITS

County Manager

12. Extension of Sunset Date for the Health Care Board
Amount: N/A
Recommended Action: Extend the sunset date for the Health Care Board from December 31, 2010 to December 31, 2018.

County Manager Randall Reid and Program Development Director Diane Dimperio presented the above item.

Chair Pinkoson recognized Community Support Services Director Elmira Warren who presented comments to the Board.

Commissioner DeLaney moved to extend the sunset date for the Health Care Board from December 31, 2010 to December 31, 2018 and approval of Resolution 10-121.

Commissioner Byerly left the room at 10:08 A.M.

The motion carried 4-0, with Commissioner Byerly out of the room.

13. 2011 Alachua County State Legislative Program
Amount: N/A
Recommended Action: Adopt the 2011 Alachua County Legislative Program.

Legislative Affairs Director Rick Mills presented the above item.

Commissioner Byerly entered the room at 10:15 A.M.

Commissioner Long moved to adopt the 2011 Alachua County Legislative Program. The motion carried 4-1 with Commissioner Baird voting nay.

Chair Pinkoson recognized Sentencing Alternatives Manager Larry McDaniel who presented comments to the Board.

(The following item was moved from the Consent Agenda to the Regular Agenda by motion.)

30. Establish a Debt Service and Capital Fund in Support of the Series 2010 Alachua County Forever Bond Issuance
Amount: $15,222,188.00
Recommended Action: Approve resolutions and budget amendments to establish a debt service and capital fund in support of the Series 2010 Alachua County Forever Bond Issuance.

Office of Management and Budget Director Suzanne Gable and Assistant Clerk/Finance Director Todd Hutchison presented the above item.

Commissioner Byerly left the room at 10:45 A.M.

Commissioner Long moved approval of resolutions 10-116, 10-117, and 10-118 and budget amendments to establish a debt service and capital fund in support of the Series 2010 Alachua County Forever Bond Issuance. The motion carried 4-0 with Commissioner Byerly out of the room.

Community Services Group

(The following item was pulled from the agenda to be heard in January 2011.)

~~14. Budget Amendment to 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~~
~~**Amount:** $400,000.00~~
~~**Recommended Action:** 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.~~

15. PowerPoint Presentation on Community Service Work Crew Proposal for the New Normal
Amount: $0
Recommended Action: View presentation and consider implementation of the program.

Sentencing Alternatives Manager Larry McDaniel presented the above item.

Commissioner Byerly entered the room at 10:54 A.M.

Commissioner Byerly moved to thank all those involved and to direct staff to investigate and flesh out the revised enhanced Community Service Program as outlined in the presentation and to report to the Board with specific recommendations. The motion carried 5-0.

(The following item was moved from the Consent Agenda to the Regular Agenda by motion.)

38. Meridian Behavioral Healthcare, Inc. Fiscal Year 2010-2011 Agreement
Amount: $695,556.00
Recommended Action: Approve the FY2010-11 Agreement between Alachua County and Meridian Behavioral Healthcare, Inc. and authorize the Chair to sign.

Community Agency Partnership Program Manager Lee Roberts and Dr. Maggie Labarta presented the above item.

Commissioner Long moved to approve the FY2010-11 Agreement between Alachua County and Meridian Behavioral Healthcare, Inc. and authorize the Chair to sign. The motion carried 5-0.

County Manager's Report

16. County Manager's Report
Amount: N/A
Recommended Action: Accept the County Manager's Report.

County Manager Randall Reid presented the following topics:

1. The City of High Springs has requested the donation of two empty modular structures currently located at the High Springs Health Department Clinic.
2. The Sales Tax Townhall is tentatively scheduled for January 2011. More details will follow.

CLOSING COMMENTS

Public Comments

17. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear closing comments from the public.

There were no citizens present who wished to provide comments to the Board.

Commission Comments

18. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Byerly requested to know if the Board would meet December 21, 2010.

County Manager stated that no meetings were scheduled.

Commissioner Baird stated for the record that she would have voted against item 29 and item 37 on the November 23, 2010 agenda had she known that all items on the Consent Agenda are approved by the motion to adopt the agenda.

Commissioner Baird presented a proposed Vision Statement and requested that the Board discuss altering the County's Vision Statement.

Commissioner Byerly stated that the Vision Statement should be discussed during informal meetings.

Commissioner Long stated that the Board should discuss the Vision Statement.

Commissioner DeLaney stated that the Board should consider scheduling one hour at each informal meeting to discuss the Vision Statement.

Chair Pinkoson recognized Communications Coordinator Mark Sexton who presented comments to the Board.

Commissioner DeLaney stated that she had received communications from a citizen regarding transportation for the Cold Night Shelter.

Commissioner Long stated that Teresa Lowe at the City's Office on Homelessness or Poverty Reduction Program Director John Skelly would be a good contact to answer the question.

Commissioner DeLaney requested to know why people staying at the Cold Night Shelter were returned to the streets when the temperature was below 45 degrees Fahrenheit.

County Manager Randall Reid stated that he would look into the Cold Night Shelter.

Commissioner Long stated that he would be unavailable for the December 15, 2010 Joint Meeting.

Commissioner Long stated that plans have been finalized for Rev. Dr. Martin Luther King, Jr. Celebration Week 2011.

Commissioner Byerly moved to plan the structure of the Wednesday, December 15, 2010 Joint Meeting with the City of Gainesville so that the City and County Commissions are seated at the head of the auditorium with the understanding that the Commissions will take comments directly from the public. The motion carried 5-0.

MEETING RECESSED 11:59 A.M.
MEETING RECONVENED 5:00 P.M.

EVENING COMMUNITY OUTREACH

Proclamations, Recognitions, and Presentations

19. Proclamation: "Compassionate Outreach Ministries Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring December 18, 2010 as "Compassionate Outreach Ministries Day" in Alachua County, Florida.

Commissioner Long read and presented the Proclamation to Pastor Larry J. Dennison who accepted it with gratitude.

Chair Pinkoson recognized Pastor Larry J. Dennison who presented comments to the Board.

PUBLIC HEARINGS

Regular Matters

21. Solid Waste: Resolution of Intent to Use Uniform Method of Collecting Non-Ad Valorem Assessments
Amount: N/A
Recommended Action: Hold the Public Hearing and adopt the Resolution of Intent to use the uniform method of collecting non-ad valorem assessments for collection, disposal, recycling, and management of solid waste throughout Alachua County and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District for Fiscal Year 2011-2012.

Commissioner Byerly moved to adopt the Resolution of Intent to use the uniform method of collecting non-ad valorem assessments for collection, disposal, recycling, and management of solid waste throughout Alachua County and for community maintenance in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District for Fiscal Year 2011-2012.

Waste Collection Manager Milton Towns presented the above item.

Commissioner Long left the room at 5:07 P.M.

Chair Pinkoson opened the Public Hearing at 5:08 P.M.

There were no citizens present who wished to speak in support of or in opposition to the above item.

Chair Pinkoson closed the Public Hearing at 5:09 P.M.

The motion carried 4-0, with Commissioner Long out of the room.

New Business

24. ZOX-05-07, A Request for a Special Exception to Allow Continued Land Application of Class "B" Biosolids by Gainesville Regional Utilities
Amount: N/A
Recommended Action: Adopt Resolution Z-10-17 approving ZOX-05-07 allowing the land application of Class "B" biosolids on the property known as Whistling Pines Ranch.

City of Gainesville Litigation Attorney Elizabeth Waratuke presented the above item.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner DeLaney moved to defer the item to 5:00 P.M. on February 22, 2011 or as soon as may be heard thereafter.

Commissioner Long entered the room at 5:12 P.M.

Chair Pinkoson opened the Public Hearing at 5:12 P.M.

Chair Pinkoson recognized Archer City Manager John Glanzer who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 5:13 P.M.

The motion carried 5-0.

QUASI-JUDICIAL/ZONING ITEMS

County Attorney David Wagner stated that while the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence, as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.

Mr. Wagner further stated that all persons wishing to participate and speak on an issue at the public hearing would be sworn in prior to speaking during this proceeding. All persons will have the right, through the Chair, to ask questions, seek clarification of comments made and to respond to the comments or presentations of staff or other speakers, or to refute or respond to any ex-parte communication. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes.

Deputy Clerk Bob Decker asked if any Commissioner had received oral or written communication regarding the items. Mr. Decker requested that Commissioners disclose the substance of the communication and identify the person(s) making the communication(s).

There were no ex-parte communications disclosed by the Board.

Deputy Clerk Bob Decker swore those present who wished to present testimony concerning items 22 and 23.

Summary Items

22. South Pointe Phase I, Unit IV Planned Development, a Replat of the Recreation Area
Amount: N/A
Recommended Action: Approve the Replat of the Recreation Area, South Pointe Planned Development, Phase I, Unit IV.

Assistant Growth Management Director Rick Wolf presented the above item.

Commissioner DeLaney moved to approve the Replat of the Recreation Area, South Pointe Planned Development, Phase I, Unit IV.

Commissioner Long left the room at 5:22 P.M.

Chair Pinkoson opened the Public Hearing at 5:28 P.M.

There were no citizens present who wished to speak in support of or in opposition to the above item.

Chair Pinkoson closed the Public Hearing at 5:28 P.M.

The motion carried 4-0, with Commissioner Long out of the room.

Public Comments

20. P.M. Public Comments
Amount: N/A
Recommended Action: Hear P.M. public comments.

Chair Pinkoson recognized Archer City Manager John Glanzer who presented comments to the Board.

New Business

23. ZOS-06-10: A Request to Amend an Existing Special Use Permit for a Clean Debris Landfill
Amount: N/A
Recommended Action: Staff recommends that the Board hear the item to renew an existing special use permit for an excavation and fill operation on SW Archer Road and approve Resolution Z-10-18.

Senior Planner Gerald Brewington presented the above item.

Commissioner Long moved to hear the item to renew, renew an existing special use permit for an excavation and fill operation on SW Archer Road, and approve Resolution Z-10-18 with the amended condition nine as presented by staff.

Chair Pinkoson recognized Clay Sweger of Eng, Denman, and Associates, on behalf of the applicant.

Chair Pinkoson opened the Public Hearing at 5:36 P.M.

Chair Pinkoson recognized Lee McSherry, Sergio Reyes, Assistant Growth Management Director Rick Wolf, Planner Michael Drummond, Archer City Manager John Glanzer, December McSherry, Clay Sweger, Robert Hyres, and Victor Pisarri, who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 6:10 P.M.

The motion carried 4-1, with Commissioner Byerly voting nay.

CLOSING COMMENTS

Public Comments

25. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public.

Chair Pinkoson recognized Rob Brinkman who requested that the Board change the way that agendas are posted on the internet to allow for easier download.

By consensus, the Board referred Mr. Brinkman's comments to the County Manager.

Chair Pinkoson recognized Carla Sabbah, Timothy Peck, and County Attorney David Wagner, who presented comments to the Board.

Commission Comments

26. Commission Comments
Amount: N/A
Recommended Action: Commission Comments.

Chair Pinkoson wished everyone Happy Holidays.

There being no further business the meeting was adjourned at 6:22 P.M.

CONSENT/Governmental Units

Constitutional Officers/Other Governmental Units

27. FY2010 Alachua BoCC Investment Report and FY2010 Interest Earnings Report by Fund
Amount: N/A
Recommended Action: Accept the FY2010 Alachua BoCC Investment Report and FY2010 Interest Earnings Report by Fund.

28. Approval of the Board of County Commissioners Minutes
Amount: N/A
Recommended Action: Approve the following minutes: August 10, 2010, August 24, 2010, August 31, 2010, and September 21, 2010.

29. Ratification of the Warrant List
Amount: N/A
Recommended Action: Ratify the Warrant List.

County Manager

31. MSTU Law Enforcement and Combined Communication Center: Inter-fund loans from the General Fund to Both
Amount: $2,400,000 and $650,000
Recommended Action: Apporve the inter-fund loans from the General Fund 001 to both the MSTU-Law Enforcement fund 009, not to exceed $2,400,000 and the Combined Communication Center fund 144, not to exceed $650,000.

32. County Commission Appointments to Boards and Committees for 2010-2011
Amount: N/A
Recommended Action: Appoint County Commissioners to boards and committees for 2010-2011 as approved by the County Commission Chair.

Support Services Group

33. Annual Office Supplies: Bid 11-20 Rebid
Amount: Annual Estimated Budget $280,000.00
Recommended Action: Approve the award of Bid 11-20 Rebid; Annual Office Supplies, to DOCS, as the lowest responsive and responsible bidder(s) meeting specifications, and authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

Community Planning Group

34. Alachua County Forever Watermelon Pond Preserve Management Plan
Amount: Up to $4500 one-time bond & $3700 annual recurring
Recommended Action: Approve the Alachua County Forever Watermelon Pond Preserve Management Plan.

Community Services Group

35. Neighborhood Stabilization Program Notice to Proceed Amendments (5)
Amount: $30,433.00
Recommended Action: Approve and sign Five Neighborhood Stabilization Program Notice to Proceed Amendments to construction contracts.

36. Affordable Housing Advisory Committee 2010 Affordable Housing Incentives Recommendations
Amount: N/A

Recommended Action: Accept Affordable Housing Advisory Committee's 2010 Affordable Housing Incentives Recommendation.

37. Adjust the E-911 State Grant Fund for Estimated Interest Earned
Amount: $9,684.00
Recommended Action: Approve the budget amendment and adopt the resolution.

39. Early Learning Coalition of Alachua County, Inc. 2010-11 Agreement
Amount: $100,000.00
Recommended Action: Approve the FY 10/11 Agreement between Alachua County and Early Learning Coalition of Alachua County, Inc. and authorize the Chair to sign.

Wednesday, December 15, 2010 – 5:30 P.M.
Littlewood Elementary School
Terrell Performance Center
812 NW 34th Street

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney Commissioners Susan Baird and Mike Byerly

ABSENT: Commissioner Rodney J. Long

ALSO PRESENT: Assistant County Manager Richard Drummond, Assistant County Attorney Rob Livingston, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 5:38 P.M.

*****

ADOPTION OF THE AGENDA

Commissioner Byerly moved adoption of the agenda. The motion carried 3-0 with Commissioner Baird out of the room.

I. Open House

The meeting was recessed to allow the public time to review the exhibits regarding the NW 16th Ave/NW23rd Ave road project at 5:40 P.M.

The meeting was reconvened at 6:02 P.M.

City Commissioner Poe moved adoption of the agenda. The motion carried 5-0.

II. Presentation

County Engineer Dave Cerlanek and HDR Engineering Consultant Steve Wilson presented the above item.

III. Open discussion and questions

Commissioner Baird entered at 6:07 P.M.

Wednesday, December 15, 2010 – 5:30 P.M.

Chair Pinkoson recognized Dr. Pam Vetro, Gary Appleson, Rebecca Howard, Jeff Rothstein, Sal Locascio, Todd Chase, Jeff , Dave Bell, Carlton Terrence Mc David, Phil Emmer, Robert Cranks, George Casella, Richard Moyer, Julia Reiskind, Jane Adair, Rick Bryant, Dr. Chris Furlow, Kevin Daly, Susan Bacher, Jeff Wade, Carey Stilwell, Laura Dedenbach, County Engineer Dave Cerlanek, Alan Burkhammer, Allison Gill, DJ Hellron, Michael Thompson, Jimmy Harnsburg, Darlene Pifalo, Jacqueline Smith, Ruth Steiner, Kimberly Durrance, Rob Robins, Cindy Smith, Herbert Cook, Bruce Nelson, Bill Ploss, Missy Norman, Matthew Hurst, Bob Carr, Chuck Woods, Uyen Thompson, and Frank Regan who presented comments to the Board.

Commission General and Informal Discussion

The Commissioners expressed their views regarding the NW 16 Avenue road project.

There being no further business before the Board the meeting was adjourned at 9:19 P.M.

February 8, 2011 Regular BoCC Meeting
Agenda Item #24

Title
Ratification of the warrant list. (Amended)

Amount
$6,712,612.20

Description
Ratification of the County's check registry.

Recommendation
Ratifty the warrant list.

Alternative(s)
Do not ratify the warrant list.

Requested By
Steve Donahey

Originating Department
Financing & Accounting

Attachment(s) Description
Warrant List and supporting documentation

Documents Requiring Action
Warrant List

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 011310.pdf
Attachment: Board 012011.pdf
Attachment: Board 012711.pdf
Attachment: 1122011b.pdf
Attachment: 1122011a.pdf
Attachment: 010611.pdf

February 8, 2011 Regular BoCC Meeting
Agenda Item #25

Title
Resolution to Amend Board of County Commissioners' Rules of Procedures (Amended)

Amount
N/A

Description
This is a resolution to amend the Board of County Commissioners' Rules of Procedure in accordance with the attached summary document.

Recommendation
Approve the resolution to amend the Board of County Commissioners' Rules of Procedure in accordance with the attached summary document and authorize the Chair to sign.

Alternative(s)
Do not approve the resolution.

Requested By
Board of County Commissioners

Originating Department
County Attorney

Attachment(s) Description
(1) Summary of changes to Board's Rules of Procedure; (2) Board Rules with strikethrough/underlining showing changes; (3) Resolution to adopt Board's Rules of Procedure.

Documents Requiring Action
Resolution

Executive Summary
The attached summary document shows the proposed addition of a section on proclamations.

Background
The Board last revised its Rules of Procedure in June 2010. At its informal meeting of January 18, 2011, the Board decided to revise its Rules of Procedure.

Issues
Should the Board amend and restate the Board's Rules of Procedure?

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 1_SummaryBoardRules.pdf
Attachment: 2_BoardRulesShowingChanges.pdf
Attachment: 3_ResolutionBoardRules.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 2011-8

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING THE BOARD'S RULES OF PROCEDURE; PROVIDING FOR REPEAL OF ALL PRIOR RESOLUTIONS PROVIDING RULES OF PROCEDURE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Board of County Commissioners (Board) believes that a set of Rules of Procedure should be utilized to facilitate the efficient transaction of the public's business; and

WHEREAS, the Board's rules of procedure provide guidelines for the conduct of its meetings; and

WHEREAS, the Board desires to amend and restate its Rules of Procedure by repealing prior rules of procedure and adopting an amended and restated set of Rules of Procedure;

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

Section 1. That Exhibit A, titled, *Alachua County Board of County Commissioners Rules of Procedure,* shall constitute the rules of procedure that govern the Board's transaction of public business.

Section 2. That any resolution in conflict with the rules of procedure established by this resolution is hereby repealed.

Section 3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 8th day of February, 2011.

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

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS



RULES OF PROCEDURE

Approved 2/8/2011

RULES OF PROCEDURE - TABLE OF CONTENTS

Rule #	Title	Page
	SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT	
1.	Commission Meetings - Open to the Public	1
2.	Appearance Before the Commission	1
3.	Public Comments and Inquiries	2
4.	Commission Meetings - Regular	3
5.	Commission Meetings - Special	3
6.	Commission Meetings - Emergency	4
7.	Informal Commission Meetings - Inspection Trips, Retreats	5
8.	Oath Ceremony Meeting	5
9.	Public Hearings; Time; Location	5
10.	Public Hearing; Procedures	6
11.	Public Records; Inspection; Duplication	9
12.	Commission Mail; Circulation; Public Review and Duplication	9
13.	Advisory Boards/Committees	10
	SECTION II - PREPARATION OF AGENDA; ORDER OF BUSINESS	
14.	Preparation of Agenda	12
15.	Agenda Material	12
16.	Meeting; Order of Business	12
17.	Quorum	14
18.	Required Attendance of Officials	15
19.	Clerk of the Commission; Parliamentarian; Minutes	15
20.	Sergeant at Arms	15
21.	Rules of Order and Debate	16
22.	Voting	16
23.	Conflict of Interest	17
24.	Ordinances	17
25.	Resolutions	17
26.	Proclamations	18
27.	Motions	18
28.	Reconsideration of Action Previously Taken	18
29.	Rescinding Action Previously Taken	18

RULES OF PROCEDURE - TABLE OF CONTENTS
(continued)

Rule #	Title	Page

SECTION III - GENERAL PROVISIONS

30.	Newly-Elected Commissioners	19
31.	Election of Chair and Vice-Chair	19
32.	Commission Chair; Presiding Officer	19
33.	Legislative Program and Communication with Lobbyists	20
34.	Commission Appointments to Boards and Committees	21
35.	Functional Groups; Appointment of Commission Liaisons	22
36.	Suspension of Rules	23
37.	Construction of Rules	23

ATTACHMENTS

1.	Guidelines for Citizens Advisory Boards and Committees	

**NOTE: TOC page numbering to be completed after adoption & finalization*

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SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Commission Meetings -Open to the Public. All meetings of the Alachua County Commission, and of committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) The exception shall be those meetings statutorily exempt, such as collective bargaining sessions with the County Manager - Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Commission shall follow all statutory requirements for exempt meetings.

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. In those instances, the Commission may make other rooms available for those who desire to participate in the meeting.

(c) Regular meetings of the Commission will be conducted in a publicly owned or controlled building. Special meetings will also be conducted in publicly owned or controlled buildings. All meetings will be held in a building that is open to the public.

(d) For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms. Other signs, placards, or banners shall not disrupt meetings or interfere with a person's ability to observe the meeting.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance Before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Commission, may do so upon recognition and introduction by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person should:

- step up to the speaker's rostrum and give her/his name;
- unless further time is granted by the Chair, limit the comments to five minutes;
- address all remarks to the Commission as a body, and not a member thereof; and
- make comments and present documents to the Commission and the Commission's Clerk.
- Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.

(b) The Commission may discuss the matter, assign it to a committee, refer it to the manager and/or attorney for review and comment, question the speaker and/or take other appropriate action.

(c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

Speakers should refrain from disruptive conduct.

(d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking who has been properly recognized by the Chair.

(e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.

(f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their names, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.

(g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

(h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: <u>Public Comments and Inquiries</u>. Persons may address the Commission on items not on the agenda during the Public Comment periods. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the

Attorney and/or Manager for review and recommendation, or may take other action it deems appropriate.

(b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Manager, the Chair should then refer the complaint directly to the County Manager for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Manager report to the Commission when her/his review is completed.

(c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings - Regular. Regular meetings of the Alachua County Commission are normally conducted at 9:00 a.m. on the second and fourth Tuesdays of the month in the Jack Durrance Auditorium - Room 209, County Administration Building, 12 SE First Street, Gainesville, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

5: Commission Meetings - Special. Any Commissioner, the County Manager, or the County Attorney may call a special meeting.

(a) The notice for a special meeting shall be in writing and shall contain the date, time and place of the meeting. The notice of a special meeting shall be posted at a designated area on the second floor of the County Administration Building. The date, time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Manager and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings in addition to the second and fourth Tuesday of the month.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. Public comment shall be allowed on items on the agenda, but there will not be a separate public comment period included on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings - Emergency. Any one Commissioner, the County Manager, or the County Attorney may call, orally or in writing, an emergency meeting.

(a) The call for an emergency meeting shall contain the date, time, and place of the meeting. The date, time and place of the emergency meeting will be added to the Meetings List. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances. Twenty-four (24) hours notice shall normally be provided for emergency meetings.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Manager and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings in addition to the second and fourth Tuesday of the month.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. Although the Board of County Commissioners will normally only consider items listed on the agenda, the Board may add additional items to the agenda at the beginning of the meeting when the item added is related to the emergency. Public comment shall be allowed on items on the agenda, but there will not be a separate public comment period included on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: **Informal Commission Meetings - Workshops, Retreats.** The Chair, Commission, or County Manager may schedule informal meetings, workshops, or retreats. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff. Agendas shall be required for workshops and retreats. No agenda shall be required for informal meetings. The Board shall use informal meetings to conduct discussions of matters of county concern in a meeting that complies with the requirements of the Florida Government-in-the-Sunshine Law. The County Commission may not adopt motions or take final action at informal meetings. The County Commission shall not suspend its Rules pursuant to Rule 35, herein in order to take action at an informal meeting.

8: Oath Ceremony Meeting.

The Board of County Commissioners may conduct a meeting to provide for the formal administration of the oath of office to newly elected and reelected county commissioners. This meeting should be conducted at or near the second Tuesday following the Tuesday of the General Election in November. The following guidelines will apply to the meeting:

(a) The Clerk of the Commission will call the meeting to order.

(b) The Clerk will recognize a member of the clergy to provide an invocation.

(c) The Clerk will lead the pledge of allegiance.

(d) The Clerk will ask the Board to approve the agenda.

(e) A person authorized to administer oaths under Florida law will administer the oath of office to the newly elected and reelected county commissioners.

(f) The Clerk will conduct an election of officers of the Board of County Commissioners for the following year. The Board will elect a Chair and Vice-Chair of the Commission.

(g) Commissioners may make remarks in the following order:

(1) Reelected county commissioners.
(2) Newly elected county commissioners.
(3) Remarks by other county commissioners.

(h) The meeting will generally be limited to ceremonial items. All commissioners should limit their comments to items that relate to the ceremonial nature of the oath ceremony meeting.

9: Public Hearings; Time; Location.

Public hearings shall be held on the second and (if necessary) fourth Tuesday of the month, and are normally conducted at 5:00 p.m. Unless advertised otherwise, public hearings are conducted in the Jack Durrance Auditorium, 12 SE First Street in Gainesville, Florida.

The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4)(b)(1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection -- usually required after 5:00 p.m. -- at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the second and fourth Tuesday of each month.

Prior to the beginning of any meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

10: <u>Public Hearing; Procedures</u>.

(a) General Public Hearings

The procedures to be followed for public hearings are, generally, as follows:

(1) The County Manager designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair inquires whether any Commissioner wishes to put forth a motion. Whether or not a motion and second are made, the Chair opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. Following the motion and its second, discussion occurs among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair shall entertain comments from the public about the motion on the floor. The presiding officer restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question and restates the vote.

(b) Quasi-Judicial Hearings

The procedures to be followed for quasi-judicial hearings are generally as follows:

(1) Prior to the commencement of quasi-judicial hearings, the Commission will either recess for broadcast of the quasi-judicial videotape or the County Attorney will provide the public with an explanation of "quasi-judicial" proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes."

"While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

(2) After reading the statement, the deputy clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the zoning items? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

(3) The Deputy Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

(4) A "summary" agenda document may be used for zoning items. Items that have unanimous staff and Planning Commission recommendation for approval, and no opposition received from the public prior to the meeting, may be scheduled on the summary agenda. The commission will consider the summary agenda at the beginning of the meeting.

(5) The County Manager designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff members who made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

(6) The zoning applicant or his/her representative will make a presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(7) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(8) There will be an opportunity for applicant rebuttal and staff closing comments.

(9) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a zoning decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a zoning decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the

investigation, site visit or expert opinion is made a part of the record before final action on the matter.

(4) Persons who have opinions contrary to those expressed in an ex-parte communication shall be given a reasonable opportunity to refute or respond to the communication.

11: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the County Manager's office. The cost shall be as established by the County Commission.

(c) Any and every media conference officially sponsored by Alachua County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

12: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners, which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.

(a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying; asking the County Manager to draft a response for their signature; or requesting that the item be agendaed for formal Commission consideration.

The County Manager shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

13: **Advisory Boards/Committees.** The mission of advisory boards and committees shall be to examine various policy issues referred by the Commission, staff or as determined in the board or committee work plan. Committees shall provide guidance to the Commission in the development of policy recommendations, but shall not attempt to manage the administrative operations of the County or direct staff.

Advisory boards and committees may be created and dissolved by resolution, ordinance or other act adopted by the Commission. Committee members are appointed by the Commission after advertising vacancies. All members shall serve at the pleasure of the Commission.

(a) The County Manager's office shall provide to the chair of each advisory board or committee and appropriate department director copies of all resolutions or ordinances which pertain to that committee. Such information shall be delivered to the committee chair within one (1) week after adoption by the Commission, or as soon thereafter as possible.

(b) Appointment to advisory boards shall be by voice vote during a regular Commission meeting. Priority shall be given to applicants from Alachua County. All members serve at the pleasure of the Commission.

(c) All Commission advisory boards, commissions and other bodies shall meet in public buildings.

(d) All statutory boards, commissions and advisory bodies shall publish minutes taken at each meeting on the County's advisory board web site. Communications to the Commission from such boards, commissions and bodies shall be received in the mail of the Advisory Board Coordinator and provided by email to the Commission, where practicable.

All Chairpersons of advisory boards/committees are encouraged to provide updates to the County Commission at its regularly scheduled business meetings/public hearings. All requests for presentations shall be submitted to the Office of the County Manager.

(e) Members appointed to advisory boards and committees should generally serve a maximum of two (2) terms. The Board of County Commissioners may make exceptions to this general policy on a case-by-case basis (1) when no person applies for a vacant position; (2) when necessary to preserve the stability of a board or committee; (3) when necessary to retain a particular appointee because of his or her special knowledge and expertise; or (4) for such other reasons or circumstances as the Board deems appropriate. When filling a vacancy for an unexpired term, an appointee who serves more than half a term in office is considered to have served a full term. When filling a vacancy for an

unexpired term of less than one year, the appointment shall be for the unexpired term and one full term, when applicable.

(f) Employees may serve on advisory boards/committees.

(g) Appointees' personal and business affairs conducted within Alachua County must be in substantial compliance with all County regulatory and taxing authorities' rules and regulations. Appointees deemed to be in chronic violation of any County rule, regulation, or policy may be disallowed from membership on advisory boards or committees by a majority vote of the Commission.

(h) Advisory boards and committees are required to adhere to the "Guidelines for Citizen Advisory Boards & Committees" as approved by the County Commission. These guidelines are incorporated herein as Attachment 1.

SECTION II - PREPARATION OF AGENDA; ORDER OF BUSINESS

14: Preparation of Agenda. The County Manager shall prepare the agenda according to a policy guide developed by the County Manager and confirmed by the Commission. The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may place an item on the agenda. The County Manager will provide the tentative agenda to Commissioners two weeks prior to a regular meeting. The Chair and County Manager will meet to discuss each agenda.

(a) The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may request that an item be scheduled for a time certain. Persons requesting an item be scheduled for a time certain shall submit the request to the Agenda Office no later than Tuesday one week prior to the meeting.

Presentations on time certain items will normally not exceed thirty (30) minutes in length.

(b) The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may schedule an item for a time certain that recognizes County employees or citizens. These recognitions will generally honor individuals, teams, or organizations for activities or actions that benefit Alachua County. Recognition presentations will not exceed fifteen (15) minutes.

(c) Time certain items that may exceed the thirty (30) minute time limit set forth herein will be scheduled for the afternoon portion of the meeting.

15: Agenda Material. A copy of the agenda and supporting materials shall be prepared for Commissioners, the public and the media before 5:00 p.m. on the Thursday prior to the regular Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, shall be available for review in the County Manager's office.

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item he or she wishes to have placed on the Regular Agenda. Commissioners are encouraged to notify the County Manager or the Agenda Coordinator of requested changes to the agenda before the day of the meeting. A commissioner may request that any item be removed from the Consent Agenda and placed on the Regular Agenda at any time before the adoption of the agenda at a county commission meeting.

16: Meeting; Order of Business. The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the agenda to more expeditiously conduct the business before the Commission:

- Invocation and Pledge of Allegiance

  The Commission may maintain a clergy rotational roster, which may be used to rotate among local clergy the invocation at the regular meetings. Members of the Commission may also be designated to present the invocation. The Chair shall lead the pledge.

- Presentation of Amendments to the Agenda

  An amendment to the agenda is an emergency addition to the regular or consent agenda and consists of items which are submitted for agenda consideration after the established deadline. Examples of such items include grant applications. Amendments will be prepared only when warranted. Amendments and supporting material shall be made available to the Commission and the public no later than 4:00 p.m. on the Monday before the regular meeting. All amendments shall be shown in italics (additions) or strike-throughs (deletions or moved items).

- Approval of the Regular, Consent and Public Hearing Agenda

  Except for items advertised for public hearings, items may be added to, or removed from, the agenda. Agenda items may be reordered. Authorization to advertise ordinances may be placed on the consent agenda.

  A motion to approve the agenda:

  (a) approves any amendments to the Regular and Consent Agenda;
  (b) adopts the Regular Agenda; and
  (c) approves all items on the Consent Agenda.

  Prior to a vote on the motion to adopt the Agenda, the Chair shall inquire if any Commissioner wishes any other items to be withdrawn from the Consent Agenda. If any matter is withdrawn by any member of the Commission, the Chair shall place the item at an appropriate place on the agenda for the current or a future meeting.

- Time Certain Items

  A. Public Comments 9:30 a.m. - Forty-five minutes will be allotted for comments. Fifteen minutes will also be allotted at the end of each meeting. Persons who did not speak during the first public comment period will have the opportunity to do so.

     Any person may address the Commission under this agenda section. The County Commission shall not take *final* action at the same meeting on items addressed under this section unless the County Commission waives its Rules of Procedure.

B. Proclamations at 5:30 p.m. Proclamations may also be read at any time during the meeting. Any person may request that the Chair present a proclamation. The Board will not approve the proclamation. The Chair may read proclamations at 5:30 p.m. in the Jack Durrance Auditorium.

C. Public Comments at 5:30 p.m. (30 minutes)

D. Public Hearings at 5:00 p.m.

E. Public Comments (at the conclusion of the evening meeting agenda)

- Appointments to Advisory Boards and Committees
- Committee Reports
- Constitutional Officers/Other Governmental Units
- County Attorney
- County Manager
- Public Comments
- Commission Comments
- Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the Clerk and the public at the beginning of the meeting. The exceptions are items of an emergency nature.
- Adjourn

No meeting should be permitted to continue beyond midnight without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

17: **Quorum.** A quorum of the Commission to adopt motions and take action consists of three (3) Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation,

an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax and proposals to amend the Charter).

18: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: Clerk of the Court, County Manager, County Attorney, or their designees. A representative of the Alachua County Sheriff's Office shall be present to provide security and assistance in maintaining order.

19: Clerk of the Commission; Parliamentarian; Minutes. The Clerk of the Court, or the Deputy Clerk, serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any error in the proceedings that may affect the substantive rights of any member, or may otherwise do harm. Pursuant to the agenda, the Clerk shall announce the business that shall come before the Commission.

(a) The Clerk of the Court shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by a Commissioner designated by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(b) The Clerk notifies the County Manager's office to place the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(c) The Clerk shall be responsible for recording County Commission workshops. Preparation of workshop minutes is the responsibility of County Commission staff.

(d) Upon request, the County Manager may ask that the Clerk provide any Commissioner with transcribed excerpts of tapes of Commission meetings.

20: Sergeant at Arms. The County Manager, or her/his designee, shall be sergeant-at-arms of the Commission meetings. The Alachua County Sheriff's Office is authorized to assist the County Manager in performing this duty. The County Manager shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms (County Manager/designee) will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms (County Manager/designee) to have you removed from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

21: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, should be confined to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

(d) The most recent edition of the Standard Code of Parliamentary Procedure (Alice Sturgis) shall be the rules of the Commission, so long as they do not conflict with ordinances, statutes, these rules, or the Alachua County Charter.

22: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call for the vote by voice or electronic voting equipment. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who was in the Commission chambers must give their vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

(e) If a motion is not carried by at least a majority of Commissioners present, the proposal shall be considered lost.

23: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Each Commissioner shall, prior to the vote being taken, publicly state the nature of the Commissioner's interest in the matter from which he or she is abstaining from voting. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

24: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) Emergency Ordinances. By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

25: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law, and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced.

26: Proclamations. Generally, an enacted proclamation is an informal statement of the Commission's position on an event, issue, or matter that is of concern to the Commission. Proclamations may also be used to recognize citizen or organization accomplishments. The Chair may, upon request, approve a proclamation that addresses matters of substantial concern within the County. At the request of any Commissioner, a proposed proclamation shall be presented to the Board as a resolution.

27: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

28: Reconsideration of Action Previously Taken. A motion to reconsider enables the Commission to set aside a vote on a main motion taken at the same meeting, and to consider that motion again as though no vote had been taken on it.

(a) A motion to reconsider shall be allowed at any time by any Commissioner during a meeting, except when a motion on some other subject is pending. No motion by any Commissioner to reconsider shall be made more than once on any subject at the same meeting.

(b) Upon passage of a motion to reconsider, no substantive action on the matter may be taken until a subsequent meeting so that the public and media may be on notice of the matter to be reconsidered. The subject matter shall be scheduled for the next regular Commission meeting for any action the Commission deems advisable.

29: Rescinding Action Previously Taken. Commission action may be rescinded by a 4/5ths vote. After a motion to reconsider has been adopted by a majority vote, any Commissioner may, at the next regular Commission meeting, move to rescind action previously taken.

SECTION III - GENERAL PROVISIONS

30: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.041. Each County Commissioner shall take the oath of office before performing the duties of a County Commissioner.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Manager. The County Manager shall provide an orientation program.

31: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) On the second Tuesday of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner. The Vice-Chair continues to have all the rights, privileges and immunities of a member of the Commission.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

32: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective. The Chair has the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the Commissioners and citizens have fully debated the question. On certain occasions -- which should be extremely rare -- the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

(1) Vice Chair;
(2) Other Commissioners based upon seniority;
(3) Another Commission member who has remained impartial;
(4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

(f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

(g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.

(h) Assign Commissioner's seats in the commission chambers.

(i) For time-sensitive matters only, send letters to the Alachua County State and Federal Legislative Delegations and other government officials in support of Alachua County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

33: <u>Legislative Program and Communication with Lobbyists</u>. Each year, prior to the Legislative Session, the County Manager shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Alachua County and its member municipalities. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Alachua County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and

appropriations to further the goals of Alachua County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Manager may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Alachua County before governmental administrative agencies. The County Manager shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Alachua County. Firms or individuals lobbying on behalf of the County will use the approved Alachua County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Manager may (in consultation with the Chair of the County Commission) direct the County Lobbyist to take action on bills or amendments that would have a favorable impact on Alachua County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Manager may, at his discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

34: <u>Commission Appointments to Boards and Committees</u>. Members of the County Commission serve on various boards and committees (e.g., Tourist Development Council, Regional Planning Council, etc.). Appointments are reviewed and made on the second Tuesday of November of each year or as soon thereafter as practicable.

(a) A listing of previous-year appointments will be disseminated to the County Commission in advance of the appropriate meeting so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each committee shall call upon, advise with, and seek the recommendation of the County Manager's staff. Employees shall staff the various committees as directed by the County Manager. When the staff and committee's recommendations differ, both recommendations will be discussed at the appropriate regular Commission meeting.

(d) The County Manager is responsible for scheduling recommendations or reports on the Commission agenda in a timely manner. Reports will include minutes of the committee meeting and other supporting documentation.

35: <u>Functional Groups; Appointment of Commission Liaisons</u>. To improve performance in functional areas of county operations, the County Manager may establish collaborative workgroups and a regularly scheduled forum to bring together multiple departments. These functional groups are intended to foster teamwork and better communication in order to enhance program coordination, policy recommendations, and regulations governing county operations.

(a) Meetings of functional groups shall be regularly scheduled and properly noticed public meetings. The County Manager shall designate county staff to Chair each functional group. In order to assure timely communication of issues considered by each functional group, the agendas and functional group meeting minutes will be provided to all commissioners.

(b) Established functional groups include:

(1) The Administrative Services Group - shares internal organizational customers, handles organization-wide issues of human resources and training, risk management, organizational effectiveness, and technological infrastructure and protocols, all of which create an effective organization.

(2) The Community Services Group - examines outcomes and anticipates problems, or develops solutions to problems, in the provision of services to the community by governmental operations.

(3) The Community Planning Group - examines outcomes of County planning and development activities, and anticipates problems or develops solutions to enhance the community's natural and as-built environment.

(4) The Financial Planning Group – analyzes and provides recommendations on the financial and debt service issues that affect County government.

(c) To assure communication and teamwork, each year the County Commission shall select from among its members one commissioner to serve as liaison to each functional group. The Commission liaison shall be selected from a Commission member who is not a Commission officer (Chair or Vice Chair).

(d) Each Commission liaison to the functional group shall provide the staff and other agency representatives with the general perspective of the County Commission on issues considered by the functional group. Commission liaisons participate as full members of the functional group and as representative elected officials as to the concerns, need for information or timeliness of issues and recommendations of the functional group. It is expressly not the role of the Commission liaison to direct county staff at these meetings, or to control the agenda of functional group discussions.

36: Suspension of Rules. Temporary suspension of these rules shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. After adopting a motion to suspend the Rules, the Commission may take action on an item even though that item is not on an agenda.

37: Construction of Rules. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Attachment 1
GUIDELINES FOR BOARDS & COMMITTEES

1. Designation, Length of Service: Boards and committees are to be designated as standing or special.

   A sunset date will be specified for special committees. The staff liaison for each special committee shall notify the members of the special committee at least 90 days before the committee's sunset date. Term length for serving on any standing board or committee will be a minimum of two years unless otherwise specified (e.g. State Statute may require term lengths of less than two years).

2. Transition Between Members: Board or committee by-laws will include language which provides for members whose terms have expired to continue serving until the appropriate appointments are made.

3. Alternate Members: All boards and committees shall have at least one alternate member. The attendance requirement detailed herein applies to alternate members. An alternate member shall serve in place of an absent member, and shall have all rights and responsibilities of the absent member, including the right to vote.

4. Attendance:

   a. Any board or committee member whose attendance is less than 50% of the last six (6) consecutive meetings will automatically be removed from the board or committee.

   b. Staff liaisons shall report attendance monthly to the Board and Committee Coordinator. The Coordinator will prepare a monthly report to the Commission of attendance violations. The Coordinator will prepare a letter notifying attendance policy violators of their dismissal and will submit the letters to the Commission Chair for signature.

   c. The board or committee liaison will provide written notice of attendance violations to the County Commission Chair. If a board or committee member from another elected body has low attendance, the Board Coordinator shall notify the chief elected official of the elected body and the County Commission Chair of the low attendance.

   d. When a quorum is not present at an announced meeting of a board or committee, the board or committee shall meet in a workshop setting, record attendance, and furnish minutes.

5. Workplans/Accomplishments Reports:

   a. The staff liaison for each board and committee shall coordinate the submission of workplans, accomplishment reports or other communications to the County Commission. The details associated with the workplans will be dependent upon the mission of the board or committee.

   b. Workplans should be submitted to the Advisory Board Coordinator on or before October 1 of each year.

   c. Report of accomplishments should also be submitted to the Advisory Board Coordinator on or before October 1 of each year.

d. Workplans and accomplishments will be forwarded to the County Commission by the Advisory Board Coordinator before October 8 of each year.

e. Verbal presentations on workplans/report of accomplishments are optional. If presentations are given, these should be scheduled on the County Commission's agenda, coinciding with the submission date (i.e. October 1) for the written documents.

6. Removal of Members For Cause: Any board or committee member may be removed for good cause by the County Commission after consideration of the issue at a County Commission meeting. A removal for good cause shall be based on the failure of the board member to adhere to and/or enforce the Alachua County Code of Ordinances while performing his or her duties as a board or committee member.

7. Elections of Officers:

a. All board and committee officers (i.e. Chair, Vice-chair, etc.) shall be elected by the membership of the board or committee.

b. Officers shall be elected on October 1 of each fiscal year or as soon thereafter as practicable.

c. Alternate members are not eligible to serve as board or committee officers.

8. Meeting Frequency:

a. At a minimum, all boards and committees shall meet once per year.

b. The names of those boards or committees that do not meet this minimum requirement shall be submitted to the County Manager's Office.

c. Recommendations to dissolve boards or committees or other recommended action will be submitted to the County Commission for consideration.

d. The Housing Finance Authority shall be exempted from this guideline.

9. Parliamentary Procedure: As appropriate, the most recent edition of the Standard Code of Parliamentary Procedure (Alice Sturgis) shall be the rules of the boards and committees, so long as they do not conflict with ordinances, statutes, these rules, or the Alachua County Charter.

10. Open to the Public: All board and committee meetings shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S. Regular committee meetings will be conducted in a publicly owned or controlled building. Special meetings and any subcommittee meetings will also be conducted in publicly owned or controlled buildings. All meetings will be held in a building that is open to the public.

February 8, 2011 Regular BoCC Meeting
Agenda Item #26

Title
Report of Contracts signed by the County Manager and County Staff for December 2010 (Amended)

Amount
N/A

Description
Request Approval od the Report of Contracts Signed by County Manager for December 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 - December 2010

Documents Requiring Action
Report of Contracts signed by County Manager and Staff - December 2010

Executive Summary
List of Contracts signed by County Manager and County Staff for December 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, 2001 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)
vafrious

Attachment: Report of Contracts December 2010.pdf

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7439	ERNEST L. BLISS, DVM	10/21/2010 TO 09/30/2011	rate based	Agreement for veterinarian services	12/4/2010	PUBLIC WORKS/ANIMAL SERVICES	
7446	BEST WESTERN GATEWAY GRAND	12/12/2010	($2,100.00)	Banquet order Agreement for the annual Foster Grandparents Program recognition luncheon	12/5/2010	COMMUNITY SUPPORT SERVICES/FOSTER GRANDPARENTS	Amount is estimated
7440	DEER RIDGE CONSULTING. INC	11/09/2010 until completed	($19,500.00)	Agreement for consulting services related to the Roof/HVAC energy conservation project (Phase II) at the Correctional Facility	12/9/2010	ADMINISTRATIVE SERVICES/FACILITIES	Amount is a "not to exceed"
7450	FLORIDA EXPRESS ENVIRONMENTAL	11/09/2010 to 09/30/2011	$300.00	Agreement for commercial solid waste franchise	12/9/2010	PUBLIC WORKS/SOLID WASTE	
7462	ASTROPHYSICS, INC	12/29/2010 to 09/30/2011	($5,400.00)	Service Agreement for the X-Ray machines in the Civil Courthouse	12/14/2010	ADMINISTRATIVE SERVICES/FACILITIES	
7457	PARAMOUNT PLAZA HOTEL AND CONFERENCE CENTER	4/20/2011	($4,719.00)	Banquet Order Agreement for the annual RSVP** volunteer recognition luncheon	12/14/2010	COMMUNITY SUPPORT SERVICES/RSVP	
7456	UNITED STATES DEPARTMENT OF AGRICULTURE - NATIONAL RESOURCE CONSERVATION SERVICE	9/3/2010 to 09/30/2013	NA	Request for advance of funds from grant under the Farm and Ranch lands Protection Program	12/14/2010	ENVIRONMENTAL PROTECTION/LEGACY LANDS	Grant was for the Barr Hammock-Butler Conservation Easement project. These forms allow County to draw down grant funds prior to incurring expenses covered by the grant.
7345	LEADING EDGE BUILDERS, LLC	55 calendar days after NTP***	($1,350.00)	NTP Amendment for rehabilitation of property located at 612 NW 33rd Avenue, Gainesville	12/14/2010	GROWTH MANAGEMENT/HOUSING	Grant Funded under the CDBG NSP****. New total $23,323.00
7458	HUGH W. CALDERWOOD, DVM	11/15/2010 to 09/30/2010	rate based	Agreement to provide veterinary services	12/14/2010	PUBLIC WORKS/ANIMAL SERVICES	
7459	KALI-NICOLE H. CAMPBELL, dba LOVEJOY VETERINARY RELIEF SERVICES	11/15/2010 to 09/30/2010	rate based	Agreement to provide veterinary services	12/14/2010	PUBLIC WORKS/ANIMAL SERVICES	
5259	EBIX BPO	10/01/2010 to 09/30/2011	$10,000.00	Fourth Amendment to Agreement for certificate of insurance management program	12/18/2010	ADMINISTRATIVE SERVICES/RISK	
7192	UNIVERSITY OF FLORIDA BOARD OF TRUSTEES	10/01/2010 to 09/30/2011	($11,000.00)	First Amendment to Agreement to provide research related services	12/18/2010	PUBLIC WORKS/SOLID WASTE	
7463	KEEP ALACHUA COUNTY BEAUTIFUL, INC	10/01/2010 to 09/30/2011	($30,000.00)	Agreement for services (education, litter prevention. Beautification and litter clean-up programs	12/20/2010	PUBLIC WORKS/WASTE ALTERNATIVES	
7465	ALACHUA COUNTY COALITION FOR THE HOMELESS AND HUNGRY, INC	10/01/2010 to 09/30/2011	($22,501.00)	Agreement to provide funding for poverty reduction services for County residents	12/21/2010	COMMUNITY SUPPORT SERVICES/CAPP	Funded under the CAPP program
7466	LAZARUS RESTORATION MINISTRIES	10/01/2010 to 09/30/2011	($16,437.00)	Agreement to provide funding for poverty reduction services for County residents	12/21/2010	COMMUNITY SUPPORT SERVICES/CAPP	Funded under the CAPP program
7468	THE ARC OF ALACHUA COUNTY, INC	10/01/2010 to 09/30/2011	($9,001.00)	Agreement to provide funding for poverty reduction services for County residents with developmental disabilities	12/21/2010	COMMUNITY SUPPORT SERVICES/CAPP	
7467	EPILEPSY FOUNDATION OF FLORIDA, INC	10/01/2010 to 09/30/2011	($10,801.00)	Agreement to provide funding for poverty reduction services for County residents with epilepsy	12/21/2010	COMMUNITY SUPPORT SERVICES/CAPP*	Funded under the CAPP program
7469	INTERFAITH HOSPITALITY NETWORK OF GREATER GAINESVILLE	10/01/2010 to 09/30/2011	($22,501.00)	Agreement to provide funding for poverty reduction services for County residents	12/21/2010	COMMUNITY SUPPORT SERVICES/CAPP*	Funded under the CAPP program

* Community Agency Partnership Program
**Retired and Senior Volunteer Program
*** Notice to Proceed
**** Community Development Block Grant Neighborhood Stabillazation Program

CONTRACT #	VENDOR	TERM/DAYS TO COMPLETE	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7470	ST FRANCIS HOUSE, INC	10/01/2010 to 09/30/2011	($41,709.00)	Agreement to provide funding for poverty reduction services through its case management, food distribution and housing program	12/21/2010	COMMUNITY SUPPORT SERVICES/CAPP*	Funded under the CAPP program
7471	EASTER SEALS OF FLORIDA, INC	10/01/2010 to 09/30/2011	($14,851.00)	Agreement to provide Funding to support Altrusa House and services	12/21/2010	COMMUNITY SUPPORT SERVICES/CAPP*	Funded under the CAPP program

* Community Agency Partnership Program
**Retired and Senior Volunteer Program
*** Notice to Proceed
**** Community Development Block Grant Neighborhood Stabilization Program

#7462

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 16, 2010

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants & Contracts Approved by the County Manager on December 14, 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.

ASTROPHYSICS, INC.
Extended Service Agreement for X-Ray machines in the Civil Courthouse
Term: December 29, 2010 – September 30, 2011
Amount: $ 5,400.00
Account: 001-1812-712.46-30

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.alachuacounty.us

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Extended Service Agreement between Alachua County and Astrophysics, Inc. for Maintenance Services of two X-Ray Machines in the Civil Courthouse

DEPARTMENT:	RETURN TO	CONTACT: Charlie R. Jackson
Admin. Services Facilities	Charlie J. Jackson	PHONE 374.5229

DOCUMENT(S) REQUIRING ACTION:	Extended Service Agreement with Astrophysics, Inc. for Maintenance Services of two X-Ray Machines in the Civil Courthouse	**AMOUNT:** $5,400.00

EXECUTIVE SUMMARY: Extended Services Agreement to provide maintenance services of the x-ray machines in the Civil Courthouse for a one year period beginning December 29, 2010 and ending September 30, 2011.

BACKGROUND: Alachua County currently has two X-ray Security Detection Systems, located at the Civil Courthouse. These systems require preventative maintenance and repairs in order to maintain maximum operational performance. Based on the information obtained Astrophysics is the sole source provider of spare parts for the X-ray system. Astrophysics will provide, as per the terms outlined in the service agreement, the service calls and labor required to repair and maintain the XIS in normal working order as necessitated by normal usage.

ISSUES: Denial of this request would hinder the County's ability to maintain regulatory requirements as related to the various x-ray machines.

ACTION

Recommendation: Approve and Execute Agreement between Alachua County and Astrophysics, Inc.

BUDGETARY IMPACT

Recommendation:	Approve agreement with Astrophysics, Inc.
Funding Sources:	Administrative Services/Facilities Management – General Fund
Associated Costs:	None
Account Code:	001-1812-712.46-30

ATTACHMENTS:	Agreement between Alachua County and Astrophysics, Inc. (one original)
SUGGESTED REFERENCE MATERIAL:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					12/14/10

Astrophysics Inc.

QUOTE #: SRVJD777

Date: November 10, 2010

CLAIM #:

	BILL TO:	**SHIP TO:**
CUSTOMER:	Alachua County	Alachua County
CONTACT:	Lu Ann Smith	Lu Ann Smith
ADDRESS:	201 E. University Ave Gainsville Florida United States	201 E. University Ave Gainsville Florida
TELEPHONE:	352-491-4699	352-491-4699
E-MAIL:	las@circuit8.org	las@circuit8.org
FAX#:	352-374-5279	352-374-5279

	Qty	Part # - Rev 02	Part #	Part - Description	Price	Extended Price
	1		EXTWARRANTY		2700	$2700
	1		EXTWARRANTY		2700	$2700
TOT	2				5400	$5400
					SUBTOTAL	**$5,400**
					Tax	$0
					Discount	$0
					Shipping	$0
					TOTAL	**$5,400**

Notes:
This quote is valid for 30 days
Prepaid 100% Please Issue a P.O to process order
Warranty period will be valid from DEC 29 -2010 untill Sep30-2011 (09 MONTHS) covering 2 units :
ASTED160SS262 - 247

Manager - Service

December 2, 2010
Date

Customer Authorization (if PO is not sent with order)

Signature

County Manager
Title

12/14/10
Date

Randall Reid
Print Name

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Astrophysics Inc.
Tomorrow's Technology for Today's Security

Silver Extended Service Agreement
Terms and Conditions - U.S. Systems Only
Ref:

This agreement, effective as of the start date below, is made between Alachua County, "Customer", and Astrophysics Inc, "Astrophysics" Customer shall include Customer's corporate parent, subsidiaries and affiliates that are majority owned by Customer, or its parent, or under voting control of such entities and/or related companies. This Contract does not cover service for the replacement of parts damaged by normal wear and tear such as the conveyor belt or the leaded curtains. Astrophysics and Customer agree to the following terms:

LABOR, PARTS AND ACCESSIBILITY
Astrophysics will provide, as per the terms outlined below, the service calls and labor required to repair and maintain the XIS in normal working order as necessitated by normal usage. Service will be provided under the condition that the XIS has been installed and operated in accordance to Astrophysics' instructions and is made readily accessible for service. We will repair those functional parts which cause the XIS to fail in achieving the published performance criteria. Astrophysics reserves the right to use refurbished parts for replacement. The warranty on all replaced parts shall be the greater of thirty (30) days or the balance of the service agreement as outlined below.

PARTS RETURN POLICY
It is the responsibility of the Customer to return, at their expense, all defective or unused parts to Astrophysics within thirty (30) days of either receiving the part or the completion of the service call. Parts should be shipped to the following address:

Astrophysics Inc.
Attn: Service Department
21481 Ferrero Parkway
City of Industry, CA 91789

Failure to do so will result in the Customer being invoiced for the parts at the price established by Astrophysics. A HOLD may be placed on the account of the Customer resulting in discontinuance of service to ALL machines owned by the Customer until said invoice is paid.

ABUSE AND MISUSE
Defects or damage made necessary by improper operation, rust, corrosion, fire, theft, Acts of Nature, negligence, misuse, abuse, alteration, unauthorized repairs, power failure or shortage are excluded from coverage At the discretion of Astrophysics, service for such damage may be performed for a fee.

UNAUTHORIZED SERVICE OR MODIFICATION
Defects or damage resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than Astrophysics Inc., its authorized service agents, or without written authorization and direction from an Astrophysics Inc. service engineer, are excluded from coverage. At the discretion of Astrophysics, service for such damage may be performed for a fee.

USE OF THIRD PARTY PRODUCTS
Defects or damage that result from the use of non-Astrophysics Inc. branded or certified product, accessories, software or other peripheral equipment are excluded from coverage. At the discretion of Astrophysics, service for such damage may be performed for a fee.

LIMITATIONS
This Contract includes one preventive maintenance trip per year for the duration of this Contract. Preventive maintenance includes a radiation survey.

LIMITATIONS OF LIABILITY
In no event shall Astrophysics Inc. be liable, whether in contract or torts for the damages in excess of the purchase price of the product, accessory or software or for any indirect, incidental, special or consequential damages of any kind, or loss of revenue or profits, loss of business, loss of information or data software or applications or other financial loss arising out of or in connection with the ability or inability to use the product, accessories or software to the full extent these damages may be disclaimed by law.

MISCELLANEOUS
If the serial plate attached to the XIS subject to this Contract is removed, defaced, or in any way made illegible, this Contract shall be null and void, and Astrophysics shall have no obligation or responsibility hereunder. The Contract may not be transferred to any other persons, unless written notice of such transfer is provided to, and approved by, Astrophysics Inc. Furthermore, this Service Agreement may become null and void if the XIS is moved from its original location or if it is restarted after a period of in-operation lasting longer than two (2) weeks without prior notification of Astrophysics. Similarly, if the XIS is exposed to environments below 5°C (41°F) Astrophysics must be notified prior to the unit being restarted. Failure to do so may void this Service Agreement in its entirety.

Start Date: Dec 29th 2010 Expiration Date Sep 30th 2011

Unit Serial Number: ASTED06SS262/ 247

Customer Approval: Richard Drummond for Date/Time Dec 2nd 2010

RANDALL H. REID, COUNTY MANAGER

SERVICE TERMS

- Full coverage of all parts and labor.
- One (1) on-site preventive maintenance visit to include a full radiation survey.
- Technical phone support Monday – Friday from 7:00am to 7:30pm (PST) with a two (2) hour phone response time from moment of initial contact.
  - Customer assistance may be required during diagnostics by phone. Phone access to an operator at the site of the unit will speed up the diagnostics.
  - Customers should provide unit serial number and contact name and number at the time of a service call.
- On-site technical support within three (3) business days from a complete phone diagnostic.
  - All reasonable attempts will be made to reach the site within the time specified above. If the technician is unable to arrive on-site within such time the Customer will be notified at least 24 hours prior to scheduled arrival.
  - Nuisance charges may apply if the unit is deemed to be in working condition or to have failed due to abuse, misuse or normal wear and tear.

#7457

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 20, 2010

MEMORANDUM

To: Debbie Shea, RSVP Program
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 14, 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.

PARAMOUNT PLAZA HOTEL AND CONFERENCE CENTER
Banquet Order Agreement for the Annual RSVP Volunteer Recognition Luncheon
Terms: April 20, 2011
Amount: $4,719.00 Account: 196-2957-564.48-30

Please forward the original document to the vendor and keep a copy for your file. ***Please enter a requisition in the system for processing***. Thank you for your assistance.

Enclosures

Cc: OMB
Finance & Accounting
File

JDJ/amp

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.

7457

County Manager Item Summary

M DESCRIPTION:	Banquet Event Order Catering Contract with Paramount Plaza Hotel and Conference Center

DEPARTMENT	RETURN TO	CONTACT:	Debbie Shea
Community Support Services	Elmira K. Warren / Cathie Whitney	PHONE #:	264-6759

DOCUMENT(S) REQUIRING ACTION:	AMOUNT:
Banquet Event Order Catering Contract with Paramount Plaza Hotel and Conference Center	$4,719.00

EXECUTIVE SUMMARY:

The RSVP is planning its Annual Volunteer Recognition Luncheon on April 20, 2011 at the Paramount Plaza Hotel and Conference Center.

BACKGROUND:

The RSVP program provides an annual recognition luncheon for its volunteers and guests. This event has been held for the past several years at the Paramount Plaza Hotel and Conference Center.

ISSUES:

Event Order required.

ACTION

commendation:

Approve and Execute Agreement

BUDGETARY IMPACT

Recommendation:

Approve; funds are included in the FY11 budget to cover this event.

Funding Sources:

The Corporation for National and Community Service/General Fund and In-Kind Donations.

Associated Costs:

Decorations, entertainment, MV transportation, awards, certificates, meals for volunteers, sponsors, guests and staff, invitations, etc.

Account Code: 196-2957-564.48-30

Attachments: Banquet Order Contract

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
11/22/10		59		12/14/10

PARAMOUNT PLAZA HOTEL & CONFERENCE CENTER
2900 SW 13TH STREET
GAINESVILLE, FLORIDA 32608

November 18, 2010

Ms. Debbie Shea
RETIRED and SENIOR VOLUNTEER PROGRAM
218 SE 24th Street
Gainesville, FL 32641

Dear Ms.Shea:

We are delighted that you have selected the Paramount Plaza Hotel and Conference Center to host RETIRED and SENIOR VOLUNTEER PROGRAM. The following tentative reservation has been made:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
4/20/2011	7:00 AM	2:00 PM	Lunch Meeting	Grand Ballroom	Rounds	300	$100.00

Room Rental
The reduced room rental fees are based on the scheduled meals, meetings, and guest rooms. Please note that should parts of your program cancel or counts change significantly, this may warrant a re-evaluation of the room rental charges.

Minimum Food and Beverage: ***($3000.00)***
*As indicated above, there is an **($3000.00)** minimum food and beverage purchase required (non-inclusive of taxes). This minimum is based on the occupancy of the meeting room and the average price per plate for the meal period during which your function takes place. Any difference between what is actualized and this minimum amount will be assessed in the form of function room rental.*

The all inclusive per person charge for this event is $15.73. Approximating 300 guests, the grand total is $4719.00

Taxes
All food and beverage, meeting room rental and AV charges are subject to an applicable current sales tax (currently 6.75%). ***RSVP is exempt from 6.75% sales tax.***

Guarantee Policy
*For all food and beverage functions, a final guarantee count along with full payment is due to our office a minimum of three **(3)** business days prior to the event. If we do not receive a revised guarantee number by this time, we will consider your original expected attendance number to be your final guarantee.*

Registration Tables
There are two registration areas in the Main Lobby of the hotel, 1: Directly in front of the Main Ballroom on the West side of the Lobby, 2: Opposite the Restaurant next to the Elevator in the East section of the Lobby. Lobby registration areas are reserved based on the size and needs of the groups in the hotel. In order to provide the best service to all of our guests, there are no other group or event registrations available other than those listed above and the areas immediately outside of the meeting room for which you are contracted.

Signage in the Hotel
All signage in public areas of the hotel must be approved in advance of your group's arrival. Only professionally made directional signage may be utilized in the hotels lobbies and corridors. Professional production is available through our on-site audio visual company. No other items other than those approved may be posted or affixed in any public area in the facility. Items not meeting these criteria will be removed by the hotel immediately

Initials RM
Date _____

Room Assignments

Function rooms are assigned according to the anticipated number of guests. We realize there may be additions and changes to your final event prior to the actual group arrival. Every effort will be made to accommodate any additional space requirements; however, requests will be subject to availability and prevailing rental charges. The Paramount Resort and Conference Center reserves the right to make room changes and reassign function space as deem appropriate based on final guarantee numbers for a specific event.

Function rooms are available during the time periods indicated. Times prior to and following your scheduled event may be scheduled for other events. We appreciate your cooperation in keeping to your schedule. The hotel must approve any changes to the contracted schedule. In the event that a 24-hour hold is required, such space holds must be scheduled in advance and are subject to additional room rental charges.

Resets

A $125.00 reset fee will apply if event set up changed after 48 hours prior to start of event.

Food and Beverage Functions

Due to legal restrictions, all food and beverage served in the function rooms at the Paramount Resort and Conference Center must be purchased and prepared through the hotel. Under no circumstances will any food or alcoholic beverages be allowed to be brought into the hotel. As purveyor of alcoholic beverages, we encourage our patrons to drink responsibly and we will not serve alcoholic beverages to minors or anyone who appears to be intoxicated.

Alcoholic Beverage Service

The Paramount Resort and Conference Center will adhere to all Local, State and Federal laws related to alcoholic beverage service, including but not limited to underage sales and sales to intoxicated persons. All banquet and Catering bar functions will cease no later than 12:00 midnight. If your group wishes in advance of the function (no later than 72 hours prior to function), to contract service that includes alcohol after 12:00 midnight, there will be an additional fee of $200.00 for groups of 200 or less. A fee of $300.00 per hour for groups greater than 201 attendees will apply. This charge will be applied to your bill in advance and will be limited to one hour increments and can only be requested no later than 72 hours in advance of the function date. Under no circumstances will any event continue later than 2:00am.

Guarantees and Changes

Guaranteed numbers of exact attendance for all banquet functions will be required by 12 noon, (3) business days prior to each catering function, seven (7) days prior if paying with check. This number will be considered your billing minimum and we will be prepared to serve 5% over this guarantee. The guarantee number is considered a financial commitment and is not subject to changes beyond the 5%. If your guarantee is not received by this time, we will use the contracted attendance number as your guarantee. Special dietary requests should be made 48 hours prior to the function. For requests made after the final guarantee is given, an additional meal charge will be made.

Security

We must be made aware in advance of your security arrangements. We reserve the right to require you to obtain additional security at your expense.

Billing and Deposits

RSVP is Direct Billing approved.

Initials: RA for RMR

Date: _____

Noise / Disturbance Policy

The Hotel reserves the right to remove any guest or group of guests from the property for excessive noise or inappropriate behavior without refunding any payment. It is the hotel's duty to maintain a proper and peaceful environment for all hotel guests and any infractions ***WILL NOT BE TOLERATED.*** *By signing this contract you accept this policy and hold responsibility for the actions of your group.*

Initials RMR

Date _____

Cancellation Policy

Due to the inability of either of the parties to determine with certainty the damages the Paramount Plaza Hotel and Conference Center would suffer, should the RETIRED and SENIOR VOLUNTEER PROGRAM cancel its scheduled events within a certain time period, the RETIRED and SENIOR VOLUNTEER PROGRAM agrees to pay the Paramount Plaza Hotel and Conference Center, as liquidated damages and not as a penalty, the following amounts, based on the terms of cancellation and which percentage is determined by the date the RETIRED and SENIOR VOLUNTEER PROGRAM cancels this Agreement, as follows:

Termination by the Client	*Estimated Revenue*
0 - 29 Days	*100%*
30 - 89 Days	*50%*
90-179 Days	*40%*
180- 364 Days	*30%*

This is based on all expected revenues based on your minimum guarantee guest count and our minimum per person menu price applicable to your meal period including food and beverage and room rental. These amounts will constitute full settlement for nonperformance of this agreement.

Deliveries

The Paramount Plaza Hotel and Conference Center will not accept packages more than 5 days prior to your function and should be made aware of such deliveries in writing. Shipments must include company/group name, the hotel contact's name, and numbered boxes, 1 of 5, 2 of 5, etc.

Liability and Non-Performance

The Paramount Plaza Hotel and Conference Center reserves the right to inspect and control all private functions. Liability for damage to the premises will be charged accordingly. The hotel will not assume responsibility for any articles, including clothing or any other personal belongings, left unattended in our meeting rooms.

The hotel or client shall not be liable for non-performance of this contract when such non-performance is due to labor troubles, disputes or strikes, accidents, government, or restrictions upon travel or transportation, non availability of food, beverages, or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not which are beyond the reasonable control of the hotel preventing or interfacing with the hotel's performance. In such an event the hotel shall not be liable to the client for any damages, whether actual or consequential which may result from such non-performance. The terms and conditions of this Agreement, and any rights or obligations there from, are intended solely for the benefit of the parties who execute this Agreement and no other third party.

Changes, Additions and Modifications

All changes, additions, deletions, or stipulations including corrective lining out by either the client or the hotel will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other. Because your banquet event order is likely to change between time of booking and actual event all changes in banquet event orders must be signed by both parties. When your final count has been given along with your final details made at least three (3) days prior to arrival you will receive a final signed banquet event order. The last signed banquet event order received by the sales and catering department will be considered your final and binding of all details.

All banquet invoices MUST be signed by client representative attending the event at the completion of each function. Any discrepancies in counts or changes MUST be identified at this time. Please note that discrepancies of events may not be adjusted after midnight of each event function date. If banquet check or invoice is not signed at the conclusion of event, the final BEO will replace signature of accepted received services.

Acceptance

Please sign and return by Friday, December 3, 2010. Upon receipt of this signed contract, the space will be considered definite.

Initials RMR

Date _____

Ms. Shea, again let me thank you and assure you that the Paramount Plaza Hotel and Conference Center is dedicated to creating a memorable event for you and your guests.

Sincerely,

Mike Bonn
Catering Sales Manager
Michael Bonn

Approved and Accepted by:
RETIRED and SENIOR VOLUNTEER PROGRAM

By: Richard Drummond for

Print Name RANDALL H. REID, COUNTY MANAGER

Date: _____

APPROVED AS TO FORM
[illegible] COUNTY ATTORNEY

Initials MBL
Date _____

#7456

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 21, 2010

MEMORANDUM

To: Ramesh Buch
Environmental Protection Department

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the Board of County Commissioners on December 14, 2010**

Attached please find one original of the document referenced below which was approved by the Board on the date referenced above.

UNITED STATES DEPARTMENT OF AGRICULTURE NATIONAL RESOURCE CONSERVATION SERVICE

Request for Advance or Reimbursement, 73-4209-9-69-02, for the Farm and Ranch Lands Protection Program
Term: September 3, 2009 – September 30, 2013
Amount: $141,500 Revenue **Account: 302-5564**

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.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Request for Reimbursement from the United States Department of Agriculture National Resource Conservation Service for the Barr Hammock - Butler Project Grant

DEPARTMENT:	RETURN TO	CONTACT:	Ramesh P. Buch
EPD	Ramesh P. Buch	PHONE #:	264-6804

DOCUMENT(S) REQUIRING ACTION:	NRCS –CPA-230 "Exhibit K – Confirmation of Matching Funds"; SF-270 "Request for Advance or Reimbursement".	**AMOUNT:** $141,500 (revenue)

EXECUTIVE SUMMARY:

The County has been awarded $141,500 for the Barr Hammock - Butler Conservation Easement project (represents 50% of the total) from the United States Department of Agriculture National Resource Conservation Service (NRCS) through their Commodity Credit Corporation (CCC). This item requests the Manager sign the forms necessary to request the reimbursement awarded under the grant.

BACKGROUND:

On July 14, 2009, the BoCC approved this project for acquisition. The Butler family's connection to this land dates back to the early 1900s. The 80-acre property is located in the southern part of the county, south of Wacahoota Road and adjacent to the 5,500-acre Barr Hammock-Ledwith Prairie Preserve. The property contains forests, wetlands and improved pasture. It provides excellent wildlife habitat and a valuable wetland filter for contaminants entering Ledwith Prairie. The landowner is interested in a conservation easement and would like to continue grazing cattle.

In March 2009, Alachua County was awarded the grant from NRCS to assist the County with this acquisition. On July 14, 2009, the BoCC approved the Agreement with NRCS and authorized the County Manager to "to execute any additional documents as necessary to close the transaction."

ISSUES:

Failure to sign the required forms terminates the federal award.

ACTION

Recommendation: Sign the forms.

BUDGETARY IMPACT

Recommendation:	$141,500 (revenue)
Funding Sources:	United States Department of Agriculture National Resource Conservation Service
Associated Costs	Alachua County is responsible for 25% of the acquisition (approx $70,750) and the landowner is donating the remaining 25%.
Account Code:	302-5564 for match, and 326-5564 for grant receipts and expenditures.

ATTACHMENTS:	NRCS –CPA-230 "Exhibit K – Confirmation of Matching Funds"; SF-270 "Request for Advance or Reimbursement". Agenda Item from 7/14/2009 approving the grant
SUGGESTED REFERENCE MATERIAL:	None.

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RB CB		B	PL	RHA	

Rev 8-2003

13. CERTIFICATION		
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL Richard Dummond	DATE REQUEST SUBMITTED November 17, 2010
	TYPED OR PRINTED NAME AND TITLE Randall H. Reid, County Manager	TELEPHONE (AREA CODE, NUMBER, EXTENSION) 352-264-5204

This space for agency use

APPROVED AS TO FORM
COUNTY ATTORNEY

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004

PAGE 1 OF 2 PAGES

1. TYPE OF PAYMENT REQUESTED
a. "X" one or both boxes: ☑ ADVANCE ☐ REIMBURSEMENT
b. "X" the applicable box: ☑ FINAL ☐ PARTIAL

2. BASIS OF REQUEST: ☑ CASH ☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED: NRCS (CCC) FRPP

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY: 73-4209-9-69-02

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST:

6. EMPLOYER IDENTIFICATION NUMBER: 59-6000501

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER: 302-5564

8. PERIOD COVERED BY THIS REQUEST
FROM *(month, day, year)*: 3 September, 2009
TO *(month, day, year)*: 30 September, 2011

9. RECIPIENT ORGANIZATION
Name: Alachua County
Number and Street: 12 SE 1st Street
City, State and ZIP Code: Gainesville, FL 32602-2877

10. PAYEE *(Where check is to be sent if different than item 9)*
Name: Alachua County c/o Environmental Protection Department
Number and Street: 201 SE 2nd Avenue, Suite 201
City, State and ZIP Code: Gainesville, FL 32601

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►		(a) Acq of Butler CE	(b)	(c)	TOTAL
a. Total program outlays to date (As of date)		$ 0.00	$	$	$ 0.00
b. *Less:* Cumulative program income		0.00			0.00
c. Net program outlays *(Line a minus line b)*		0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period		0.00			0.00
e. Total *(Sum of lines c & d)*		0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e		141,500.00			141,500.00
g. Federal share of amount on line e		141,500.00			141,500.00
h. Federal payments previously requested		0.00			0.00
i. Federal share now requested *(Line g minus line h)*		141,500.00	0.00	0.00	141,500.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month	141,500.00			141,500.00
	2nd month	0.00			0.00
	3rd month	0.00			0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	$ 141,500.00
b. *Less:* Estimated balance of Federal cash on hand as of beginning of advance period	0.00
c. Amount requested *(Line a minus line b)*	$ 141,500.00

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-CPA-230
4/2004

519.90 Exhibit K - Confirmation of Matching Funds

The following information is required prior to federal Farm and Ranch Lands Protection Program (FRPP) fund disbursement. The purpose of this form is to identify and confirm matching fund sources.

Appraised Fair Market Value of the Conservation Easement:	$ 283,000
Conservation Easement Purchase Price (Total Amount Paid to the Grantor):	$ 212,250
Cooperating Entity Share Paid to the Grantor:	$ 141,500
Portion of the Above Cooperating Entity Share from Loans, Payments, Fees, or Donations Made by or Charged to the Grantor (if applicable):	$ 70,750
Federal Share Paid to the Grantor:	$ 141,500

I certify that to the best of my knowledge and belief the information on this supporting form for Federal FRPP land acquisitions is true, correct and complete. I have been informed that the dollar amount listed above is the appraised fair market value of the conservation easement, and that I have agreed to grant a conservation easement on my property for $ 212,250
(insert conservation easement purchase price)

Grantor Name(s) (please print): Alvin Butler

Signature: Alvin Butler Date: 11/18/10

Signature of Additional Grantor (if applicable): _____ Date: _____

I certify that to the best of my knowledge and belief the information on this supporting form for federal FRPP land acquisitions is true, correct and complete. I further certify that the entity's share of matching funds listed above have not come from additional donations, payments, loans, or fees made by or charged to the above-mentioned Grantor, immediate family members, or organizations controlled or funded by the Grantor, either through formal or informal agreements.

Cooperating Entity Name (please print): _____

Authorized Official (please print): _____

Signature by Authorized Official: _____ Date: 12/14/10

Note: The following statements are made in accordance with the Privacy Act of 1974. The authority for requesting the following information is the Food Security Act of 1985, as amended (16 U.S.C. 3838h and 3838i) and regulations promulgated under the Act (7 CFR part 1491). The information used above will be used to determine eligibility for FRPP fund disbursement. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court magistrate or administrative tribunal. Furnishing information on this form is voluntary; however, failure to furnish correct and complete information will result in a determination of ineligibility for FRPP benefits. The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 1001; 15 U.S.C. 714, and 31 U.S.C. 3729, may be applicable to the information provided by the provisions on this form.

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

#7345

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 16, 2010

MEMORANDUM

To: Abu Karim, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 14, 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.

LEADING EDGE BUILDERS, LLC
CDBG Neighborhood Stabilization Program Notice to Proceed Amendment
Property location: 612 NW 33rd Ave., Gainesville, FL.
Term: Notice to Proceed Date – 55 calendar days
Amount: $ 1,350.00 Account: 203-6551-554.49-99

Please forward this document to the vendor and keep a copy for your file. Enclosed is your encumbrance change order. Thank you for your assistance.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY 7345

ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment	
DEPARTMENT:	RETURN TO	CONTACT: Abuahmad Karim
Growth Mgt.	Abuahmad Karim, Assistant Housing Programs Manager	PHONE 352-337-6284
DOCUMENT(S) REQUIRING ACTION:	Notice to Proceed Amendment for the NSP Home at 612 NW 33rd Avenue, Gainesville, FL	**AMOUNT: $1,350.00**

EXECUTIVE SUMMARY: Attached is the Notice to Proceed (NTP) Amendment to be signed by the County Manager. The NTP Amendment is the amendment to the construction agreement between Alachua County and the contractor Leading Edge Builders, LLC who was selected to make home repairs to the foreclosed home purchased by Alachua County, through the Neighborhood Stabilization Program. The changes to the scope of work are necessary to complete the needed repairs on the home. NSP funding is available for the NTP Amendments through the Neighborhood Stabilization Program. Original contract amount of $21,973.00 + this Change Order amount of $1,350.00 = New total amount of $23,323.00 for the Work Order. As this amount is below the $50,000.00 threshold, the County Manager is requested to approve and sign the NTP Amendment #1for construction agreement for the 612 NW 33rd Avenue home.

BACKGROUND: NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated the NSP rehab funds by HUD's deadline, September 3rd, 2010. Neither the power nor the water was on at the time of inspection as the homes were foreclosed and not in the County's possession at the time the work orders were written. As a result, staff anticipates that each of the 20 NSP homes will have at least one change order.

Attached please find the Notice to Proceed Amendment for the NSP home located at:
12 NW 33rd Avenue Gainesville, Florida.
This home is under the rental list. At the time the work order was written, a through and accurate inspection was not possible due to unavailability of electric power and water. Based on the situation, staff anticipated that, some additional repair works will be needed to make the home a safe living place. During rehabilitation of the home, County's NSP Consultant and the Contractor discovered rotten Facia that needed to be replaced. To do that, removal of pan roof and gutter are needed, and installation of new pan roof and gutter are required. As a result, there are changes needed in the scope of work.

ISSUES: Timely approval of the amendment is necessary to enable home to be available for rental to income eligible households.

ACTION

Recommendation: County Manager approves and signs NTP Amendment for construction agreement for the home at 612 NW 33rd Avenue Gainesville, Florida.

BUDGETARY IMPACT

Recommendation: This recommendation has no adverse impact on County.

Funding Sources: **Neighborhood Stabilization Program**

Associated Costs $1,350.00

Account Code: 203-6551-554.49-99.

ATTACHMENT: Notice to Proceed Amendment for the NSP Home.

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE

INVOICE AND ENCUMBRANCE ADVICE

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 101437

ORDER DATE	8/10/2010
REQ. NUMBER	0000055186
BID NUMBER	
BUYER	JANA POWELL
ACCOUNT NO.	20365515544999
VENDOR NO.	1003463

CHANGE NO.: 1
DATE: 12/16/2010

VENDOR
VENDOR I.D. #

LEADING EDGE BUILDERS LLC
1150 WEST MINNEOLA AVE
CLERMONT FL 34711

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			THIS CHANGE ORDER IS REQUESTED FOR PROPERTY LOCATED AT: 612 NW 33RD AVENUE, GAINESVILLE, FL * ORIGINAL PO# 101437 * CHANGE ORDER AMOUNT IF $1,350.00 THIS WILL MAKE THE NEW PO AMOUNT $23,323.00 * THIS CHANGE ORDER IS NEEDED TO REPAIR OF ROOF AND DRYWALL AT GARAGE CEILING. REMOVE GARAGE DOOR RAILS AND OPENER, REMOVE AND HAUL EXISTING DRYWALL. HANG, TAPE, FINISH AND TEXTURE CEILING. REPAINT CEILING, REINSTALL GARAGE DOOR RAIL AND OPENER, REHANG LIGHT FIXTURE, CLEAN UP	1350.00	NA	1.0000	1350.00
						TOTAL	23323.00

REMARKS:

***
THIS IS A CONTRACT APPROVED BY THE COUNTY MANAGER 8/5/2010.

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-53C
4. Federal Tax ID Number: 59-6000501

12/18/2010
DATE APPROVED

AUTHORIZED SIGNATURE

INVOICE AND ENCUMBRANCE ADVICE

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 101437

ORDER DATE	8/10/2010
REQ. NUMBER	0000055186
BID NUMBER	
BUYER	JANA POWELL
ACCOUNT NO.	20365515544999
VENDOR NO.	1003463

CHANGE NO.: 1
DATE: 12/16/2010

** CONTINUED **

VENDOR
VENDOR I.D. #
LEADING EDGE BUILDERS LLC

SHIP TO
ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				

REMARKS:

Change Order approved by County Manager 12/14/2010

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-53C.
4. Federal Tax ID Number: 59-6000501

12/16/10
DATE APPROVED

AUTHORIZED SIGNATURE

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 1

NTP/Project 10DB-4X-03-11-01-F01

Contractor Leading Edge Builders, LLC

Encumbrance # 101437

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 612 NW 38rd Ave.

Work Order Description: Repair of roof & drywall at garage ceiling - remove garage door rails and opener, remove and haul existing drywall. Hang, tape, finish and texture ceiling. Repaint ceiling, reinstall garage door rail and opener, rehang light fixture. Clean up

Deliverable(s):

Original Work Order Price:	$21,973.00
Total of Prior Approved Changes	$0.00
Amount of this Change in Work Order Add (Deduct)	$1,350.00
New Work Order Price with Amendment:	$23,323.00

REC'D GROWTH MGMT
ALACHUA COUNTY, FL
2010 NOV 23 AM 11:5

Original Completion Date

New Completion Date

	Signature	Date
Approval as to form Alachua County		12/14/10
Contractor	Jamaal Edgecomb	11/22/2010
Program Consultant		11/24/10
Attorney		

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

#7458

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 28, 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 December 20, 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.

CALDERWOOD, HUGH W., D.V.M.
Agreement for Veterinarian Services for the Animal Shelter
Term: November 15, 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
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 7458

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 Hugh W. Calderwood, D.V.M. for veterinary services for Alachua County Animal Shelter	**AMOUNT:**	$50/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. Colderwood 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 Hugh W. Colderwood, DVM.

SUGGESTED REFERENCE MATERIAL: 11/16/10

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
11-23-10					

AGREEMENT BETWEEN ALACHUA COUNTY
AND HUGH W. CALDERWOOD, D.V.M. FOR
VETERINARY SERVICES FOR THE
ALACHUA COUNTY ANIMAL SHELTER

THIS AGREEMENT, made and entered into this 16 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 Hugh W. Calderwood, 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 on an as needed basis; 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 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 in accordance with Section 9 and Section 21 of this agreement. Unless subsequently modified, the Veterinarian will perform only 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. 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 only. 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.

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 contract rate for the 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. 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. The County reserves the right to stop treatment and require euthanasia on any animal at any time.

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 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.

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. If medication is necessary for the capture of fractious animals and/or the euthanasia of an animal, and the Veterinarian is not available, the Animal Services Director will have access to the latter drugs on an emergency basis only. The controlled/scheduled drugs 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. The County agrees to order supplies deemed necessary by the Veterinarian within medical reason.

(3) Processing of the necessary paper work on each animal treated at the facility.

(4) 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.

Section 2. Term. This agreement shall begin on November 15, 2010 and continue through and including September 30, 2011.

Section 3. Compensation. For all services actually, timely and faithfully performed, the Veterinarian will be paid as follows:

a. The Veterinarian shall be compensated at a daily rate not to exceed $50.00 per hour and shall be invoiced in increments of quarter hours, rounding up to the nearest quarter hour (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, or more frequently if request by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Veterinarian's invoice shall be accompanied by a time sheet with a basic description of services rendered and total time required to do such services, but not before the previous invoice has been paid in full by the County. 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 the services provide have served a public purpose, 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 Veterinarian shall submit invoices to the County at the following address:

Alachua County Animal Services
Accounts Payable
3400 NE 53rd Avenue
Gainesville, Florida 32609

d. The County shall make payment to the Veterinarian, of all sums properly invoiced under the provisions of paragraph c, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Hugh W. Calderwood, DVM
Post Office Box 2307
Alachua, FL 32616

e. 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 procedures utilized by the Veterinarian in the full performance of this. 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. 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 his 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 (by Veterinarian only) that occur during the term of this agreement and shall insure only 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, 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, unless illegal, 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, the Veterinarian will defend such allegations through counsel provided by his/her liability insurance. Furthermore, the Veterinarian will be responsible for 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 only if the liability is found to be the Veterinarian's. The County will indemnify and hold the Veterinarian 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, unless committed by the Veterinarian, in connection with or arising directly or indirectly out of this agreement or the performance hereof. This indemnification provision will survive the termination of this agreement.

Section 7. Termination:

a. Termination for Cause. If the Veterinarian fails to fulfill his 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 thirty (30) 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 the contract amount to 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: Hugh W. Calderwood, DVM
Post Office Box 2307
Alachua, FL 32616

A copy of any notice hereunder shall also be sent to:

J.K. 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. 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, and regulations applicable to the work required by this

agreement. The Veterinarian is presumed to be familiar with all state and local laws, ordinances, 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, 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. Employment at any other location, and the practice of veterinary medicine in any iteration, location, or capacity, will not be considered a conflict of interest at any time.

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 void 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 regarding controlled/scheduled substances requisitioned using his/her DEA registration number relating to this agreement for five (5) 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. All medical records (including written records, computerized records, rabies certificates, radiographs, etc.) are the property of the County and it is the County's responsibility to create, maintain, and retain such 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
Hugh W. Calderwood, DVM

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 6th day of November, 2010, by [illegible], who is personally known to me or who has produced DL# [illegible] as identification.

_____ NOTARY PUBLIC

Notary Public State of Florida
David R Flagler
My Commission DD874649
Expires 06/07/2013

My commission expires: 6/7/13
Commission No. DD874645

#7459

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 29, 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 December 14, 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.

LOVEJOY VETERINARY RELIEF SERVICES
Agreement for Veterinarian Services for the Animal Shelter
Term: November 15, 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
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 7459

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 Kali-Nicole H. Campbell, D.V.M., doing business as LoveJoy Veterinary Relief Services 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. Campbell 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 Kali-Nicole H. Campbell, DVM.

SUGGESTED REFERENCE MATERIAL: 11/02/10

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
11-2-10					11/4/10

AGREEMENT BETWEEN ALACHUA COUNTY
AND KALI-NICOLE H. CAMPBELL, D.V.M. FOR
VETERINARY SERVICES FOR THE
ALACHUA COUNTY ANIMAL SHELTER

THIS AGREEMENT, made and entered into this 14th day of ~~November~~ DECEMBER 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 Kali-Nicole H. Campbell, D.V.M., doing business as LoveJoy Veterinary Relief Services, 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 on an as needed basis; 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 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 in accordance with Section 9 and Section 21 of this agreement. Unless subsequently modified, the Veterinarian will perform only 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. 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 only. 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.

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 contract rate for the 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. 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. The County reserves the right to stop treatment and require euthanasia on any animal at any time.

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 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.

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. If medication is necessary for the capture of fractious animals and/or the euthanasia of an animal, and the Veterinarian is not available, the Animal Services Director will have access to the latter drugs on an emergency basis only. The controlled/scheduled drugs 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. The County agrees to order supplies deemed necessary by the Veterinarian within medical reason.

(3) Processing of the necessary paper work on each animal treated at the facility.

(4) 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.

Section 2. Term. This agreement shall begin on November 15, 2010 and continue through and including September 30, 2011.

Section 3. Compensation. For all services actually, timely and faithfully performed, the Veterinarian will be paid as follows:

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, rounding up to the nearest quarter hour (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, or more frequently if request by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Veterinarian's invoice shall be accompanied by a time sheet with a basic description of services rendered and total time required to do such services, but not before the previous invoice has been paid in full by the County. 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 the services provide have served a public purpose, 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 Veterinarian shall submit invoices to the County at the following address:

Alachua County Animal Services
Accounts Payable
3400 NE 53rd Avenue
Gainesville, Florida 32609

d. The County shall make payment to the Veterinarian, of all sums properly invoiced under the provisions of paragraph c, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Kali-Nicole H. Campbell, DVM
LoveJoy Veterinary Relief Services
5200 NW 43rd Street, Suite 102
Mailbox 230.
Gainesville, FL 32606

e. 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 procedures utilized by the Veterinarian in the full performance of this. 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. 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 $300,000.00. It is required that Professional Liability Insurance coverage be provided for all acts and omissions (by Veterinarian only) that occur during the term of this agreement and shall insure only 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, 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, unless illegal, 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, the Veterinarian will defend such allegations through counsel provided by his/her liability insurance. Furthermore, the Veterinarian will be responsible for 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 only if the liability is found to be the Veterinarian's. The County will indemnify and hold the Veterinarian 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, unless committed by the Veterinarian, in connection with or arising directly or indirectly out of this agreement or the performance hereof. 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 thirty (30) 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 the contract amount to 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:
Kali-Nicole H. Campbell, DVM
LoveJoy Veterinary Relief Services
5200 NW 43rd Street, Suite 102
Mailbox 230
Gainesville, FL 32606

A copy of any notice hereunder shall also be sent to:

J.K. 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. 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, and regulations applicable to the work required by this agreement. The Veterinarian is presumed to be familiar with all state and local laws, ordinances, 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, 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. Employment at any other location, and the practice of veterinary medicine in any iteration, location, or capacity, will not be considered a conflict of interest at any time.

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 void 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 regarding controlled/scheduled substances requisitioned using his/her DEA registration number relating to this agreement for five (5) 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. All medical records (including written records, computerized records, rabies certificates, radiographs, etc.) are the property of the County and it is the County's responsibility to create, maintain, and retain such 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: Kali-Nicole H. Campbell DVM
Kali-Nicole H. Campbell, DVM

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 15th day of November, 2010, by [illegible], who is personally known to me or who has produced personally known as identification.

NOTARY PUBLIC

My commission expires: 6/7/13
Commission No. DD874649

Notary Public State of Florida
David R Flagler
My Commission DD874649
Expires 06/07/2013

#4463

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 20, 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 December 20, 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.

KEEP ALACHUA COUNTY BEAUTIFUL, INC.
Agreement for Contractual Services
(education, litter prevention, beautification & litter cleanup programs)
Term: October 1, 2010 – September 30, 2011
(Option to renew for 3 additional 1-year periods)
Amount: $30,000.00
Account: 405-7620-534.34-14 & 148-7600-534.34-14

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
Purchasing
File

JDJ/amp

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 with Keep Alachua County Beautiful, Inc., for contractual services		
DEPARTMENT:	**RETURN TO**	**CONTACT:**	Sally Palmi
Public Works	Kenneth Fair	**PHONE #:**	374.5245 x1282
DOCUMENT(S) REQUIRING ACTION:	Agreement between Alachua County and Keep Alachua County Beautiful, Inc.	**AMOUNT:**	$30,000

EXECUTIVE SUMMARY:

Keep Alachua County Beautiful, Inc., (KACB) requests that Alachua County contract with KACB to provide litter prevention programs, conduct beautification projects, litter cleanup projects, and public education programs. The cost for such services this year shall not exceed $30,000. The funds will be allocated to KACB as set forth in the agreement between the County and KACB for utilization of such funds.

BACKGROUND:

Keep Alachua County Beautiful, Inc. is an organization established to promote a clean and beautiful community through grass roots programs. The primary focus is to change the public's attitude about litter by conducting public education, beautification, and litter prevention projects.

Keep Alachua County Beautiful, Inc. is a private, not-for-profit corporation with 501(c) 3 status. There are currently 25 board members comprised of business leaders, corporate executives, educators, researchers, landscapers, attorneys, environmentalists, and interested citizens. Keep Alachua County Beautiful is a certified Keep America Beautiful affiliate. Keep Alachua County Beautiful conducted the Great Florida Cleanup in Alachua County the past ten years and is organizing the cleanup for 2011. During 2010 KACB participated in 136 litter prevention events, 4 source reduction events and 36 beautification events utilizing nearly 2,000 volunteers. The term of this agreement is October 1, 2010 through September 30, 2011, with provision for three one-year extensions.

ISSUES:

Litter along Alachua County roadsides, rivers, and parks continue to be a problem. Making and keeping the public aware of this problem remains the best way to help control the problem. Annual cleanup of affected areas by volunteer forces remains the most cost-effective way to rectify the litter problems.

Recommendation:	Approve the agreement and encumbrance with Keep Alachua County Beautiful, Inc.

Recommendation:	Funds are currently appropriated for this agreement.
Funding Sources:	Solid Waste Enterprise Fund
Associated Costs	$30,000
Account Code:	405-7620-534.34-14 ($15,000) 148-760 0-534.34-14 ($15,000)
Attachments:	Agreement between Alachua County and Keep Alachua County Beautiful, Inc.
Suggested Reference Material:	

AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND KEEP ALACHUA COUNTY BEAUTIFUL, INC.

This Agreement is entered into this 20TH day of DECEMBER 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 **Keep Alachua County Beautiful, Inc.** doing business at **224 NW 2nd Avenue, Gainesville, Florida 32601,** hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to perform certain projects to keep Alachua County beautiful; and,

Whereas, it is in the interest of the County to enter into this Agreement with the Provider to implement the projects set forth herein for the principal benefit of the residents of Alachua County; 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 one year(s) 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 three additional one- year periods at the same terms and conditions outlined herein.,

RENEWALS ARE GENERALLY GOVERNED BY BID OR RFP

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:

   2.1. The Contractor agrees to implement and/or facilitate the projects described in Attachment 1, Scope of Services, for the principal benefit of Alachua County residents. In order to receive funding for providing these services, the Contractor must coordinate with the County's Division of Waste Management.

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. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work

5. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

5.1. The Contractor shall be paid the sum of $30,000.00, allocated in the following manner:

5.1.1. The County agrees to pay $30,000.00 for the Contractor's coordination of beautification services. These projects include, but are not limited to those described in Attachment A, Scope of Services. Payment will be made only on a reimbursement basis within the statutory period and only after Contractor submits an acceptable invoice detailing expenditures made for beautification services and including backup documentation for all expenditures for which reimbursement is requested.

5.2. 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, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. 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. The Contractor shall submit invoices to the County at the following address:

Public Works Director
Alachua County Public Works Department.
P.O. Box 1188
Gainesville, Florida 32602-1188

5.3. 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").

Executive Director
Keep Alachua County Beautiful
224 NW 2nd Ave.
Gainesville, FL 32601

6. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

6.1. The County will provide in-kind services in the form of tipping fee waivers for disposal of the solid waste collected during the Great American Cleanup.

7. **Personnel**.

7.1. The Contractor 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
Mickie MacKenzie	Executive Director

7.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names.

8. **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:
Public Works Director
Alachua County Public Works Department.
P.O. Box 1188
Gainesville, Florida 32602-1188

Contractor:
224 NW 2nd Ave.
Gainesville 32601
ATTN: Mickie MacKenzie, Executive Director

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

9. **Default and Termination.**

9.1. 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 Assistant Public Works Director/Waste Management 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 Contractor.

9.2. 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.

9.3. 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.

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 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.

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, 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".

9.4. 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.

10. **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.

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 venture, 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. Neither Contractor nor any of its employees, officers, agents or any other individual directed to act on behalf of Contractor 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.

    Policies and decisions of Professional, which may be represented by Professional in performance of this Agreement, shall not be construed to be the policies or decision of the County.

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 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.

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 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 Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

CONTRACTOR

. ATTEST (By Corporate Officer)
By: Gail Sasnett
Print: Gail Sasnett
Title: President, KACB

By: Mickie MacKenzie
Print: MICKIE MACKENZIE
Title: EXECUTIVE DIRECTOR

ATTACHMENT A: SCOPE OF SERVICES

The following projects will be implemented and completed by Keep Alachua County Beautiful, on or before September 30, 2009.

I. Work to improve County-wide beautification efforts by:

   A. Interfacing with Alachua County and City of Gainesville Solid Waste Divisions, Alachua County Sheriff's Office (ASO), Crime Watch, Partners in a Productive Community, and other groups dedicated to improving neighborhoods;

   B. Design and implement a pilot program in specific neighborhoods to decrease resident dependency on County to initiate and conduct clean-ups and increase neighborhood self-sufficiency in keeping their neighborhoods clean;

II. Foster the establishment of garden programs for children and youth in Alachua County.

III. Provide environmental awareness module for The Generation Connection, Children's Day Camp

IV. Apply for private grant funding to plan and produce Litter Summit

V. Work with ASO through KACB Neighborhood Committee to provide litter cleanups on County roads

VI. Continue identification and eradication of illegal dump sites

VII. Continue enlistment of student groups in Adopt-a-Road Programs

VIII. Provide anti-litter and recycling education for children, youth and adults;

   A. Provide exhibits at such venues as elementary and high schools, the University of Florida, Santa Fe Community College as well as Public Libraries, the Downtown Festival and Art Show, the Spring Garden Festival, and the Alachua County Recycling Fair, etc. Provide to Alachua County Waste Management Director a schedule of events and recap of each event, monthly.

IX. Conduct and co-organize with the Alachua County Waste Management Division a County-wide special event in conjunction with the Great American Cleanup. Alachua County will be a co-sponsor of this event that will include the cleanup of public rights-of-way, and illegal dumpsites within Alachua

County. The County will provide in-kind services in the form of tipping fee waivers for disposal of the solid waste collected during the Great American Cleanup.

X. KACB performs an annual County wide litter survey of Alachua County roadways to measure the amount litter present on county rights of ways, railroad crossings, commercial parking lots, and other public roadways. This information is part of a national litter index that assists the County for the purpose of identifying problem litter areas for increased Adopt a Road, litter prevention education and illegal dump site identification. The project is done each year in conjunction with Waste Alternatives' staff. The planning and execution of the annual Litter Index involves the dedication of one county staff member and a county vehicle to a county-wide survey of litter on and adjoining the roads of Alachua County. Keep Alachua County Beautiful will submit an annual report detailing the results and analysis of data gained from the Litter Index, including but not limited to general overview of litter conditions in the County, specific locations of illegal dumping sites and comparison of results to Litter Index data from previous years.

ATTACHMENT B: INSURANCE REQUIREMENTS

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.

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. **BUILDER'S RISK / INSTALLATION FLOATERS**.

A 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:

B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A 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.

B 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.

C 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

#7465

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 29, 2010

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 21, 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.

ACCHH, INC.

Agreement to provide poverty reduction services to county residents.
Term: October 1, 2010 – September 30, 2011
Amount: $22,501.00 Not to Exceed **Account: 001-2903-569.82-55**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

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:	**FY2010/11Agreement Between Alachua County and Alachua County Coalition for the Homeless and Hungry, Inc.**		
DEPARTMENT COMMUNITY SUPPORT SERVICES	RETURN TO LEE D. ROBERTS	CONTACT: LEE D. ROBERTS 264-6707	
DOCUMENT(S) REQUIRING ACTION:	**FY2010/11Agreement between Alachua County and Alachua County Coalition for the Homeless and Hungry, Inc. (2 copies)**	AMOUNT: **$22,501.00**	

EXECUTIVE SUMMARY: This is an Agreement between Alachua County and Alachua County Coalition for the Homeless and Hungry, Inc. for FY10-11.

BACKGROUND: Alachua County Coalition for the Homeless and Hungry, Inc. provides poverty reduction services to Alachua County residents. The agency coordinates the efforts of more than 40 area agencies providing housing and supportive services to homeless and at-risk individuals and families in Alachua County, and itself provides direct case management to this population. Additionally, the agency participates in inventorying local resources in order to compile a Community Resources Directory, identify gaps in service and develop strategic partnerships to fund those gaps.

ISSUES: Funding for this was approved as part of the FY10/11budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.

ACTION

Recommendation: Approve and Execute the FY2010/11 Agreement between Alachua County and Alachua County Coalition for the Homeless and Hungry, Inc.

BUDGETARY IMPACT

Recommendation:	Approve the expenditure, as it was approved as part of the FY10/11budget by the Board.
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-2903-569.82-55

Attachments:	FY2010/11Agreement between Alachua County and Alachua County Coalition for the Homeless and Hungry, Inc. (2 copies)
Suggested Reference Material:	No reference materials are suggested

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					12/21/10

4

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND ALACHUA COUNTY COALITION FOR THE HOMELESS AND HUNGRY, INC.

THIS AGREEMENT, made and entered into this 21st day of December, 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 the "County", and Alachua County Coalition for the Homeless and Hungry, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, ALACHUA COUNTY COALITION FOR THE HOMELESS AND HUNGRY, INC. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Alachua County Coalition for the Homeless and Hungry**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Alachua County Coalition for the Homeless and Hungry** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

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.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Twenty-Two Thousand Five Hundred and One Dollars ($22,501.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. 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) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Alachua County Coalition for the Homeless and Hungry
P.O. Box 5494
Gainesville, FL 32627

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships 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 Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. 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 Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, 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 Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Max Tipping, Executive Director
Alachua County Coalition for the Homeless and Hungry
P.O. Box 5494
Gainesville, FL 32627

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. 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.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. 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, 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 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 its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. <u>Laws & Regulations:</u>

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency 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 Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency 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 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. 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 21. Project Records:

A. 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 Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency 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, Agency may claim that some or all of Agency'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 Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency 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 Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency 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. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency 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. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. 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 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

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

Richard Drummond for

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

D. Wayne

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: Windy Scott

Print: Windy Scott

Title: Treasurer

By: Max Tipping

Print: Max Tipping

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Alachua County Coalition for the Homeless & Hungry, Inc.**

Program: **Alachua County Coalition for the Homeless & Hungry Coordinator**

Amount of Award: $ 22,501

A. Brief Program Description:

As lead agency for the North Central Florida Continuum of Care (Continuum), the Alachua County Coalition for the Homeless & Hungry, Inc. (ACCHH) coordinates the efforts of more than 40 area agencies providing housing and supportive services to homeless and at-risk individuals and families in Alachua County. Key to the ACCHH function is the position of Coordinator. The Coordinator provides case management to consumers to develop long-range plans that transition people from homelessness back to self-sufficiency and get consumers into shelters or housing. This necessary function connects consumers with available resources across the 40 agencies, including: outreach, intake and assessment; emergency, transitional and supportive housing; homelessness prevention and myriad other supportive services. The Coordinator also participates in inventorying local resources for the homeless in order to: compile a comprehensive Community Resource Directory; identify gaps in services; and develop strategic partnerships to fund those gaps.

B. How will CAPP funds be expended? Note: Unless a staff position does not devote 100% of work time to the CAPP-sponsored program, you do not need to include percentages for staff salaries.

CAPP funds will be expended to provide salary, employee benefits and payroll taxes to support a .48 Coordinator.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Alachua County Coalition for the Homeless & Hungry, Inc.	Program: Alachua County Coalition for the Homeless & Hungry Coordinator

Name, Title & E-Mail of Person Completing Report:

Max Tipping, Executive Director, mtipping@acha-fl.com

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: As lead agency for the North Central Florida Continuum of Care (Continuum), the Alachua County Coalition for the Homeless & Hungry, Inc. (ACCHH) coordinates the efforts of more than 40 area agencies providing housing and supportive services to homeless and at-risk individuals and families in Alachua County. Key to the ACCHH function is the position of Coordinator. The Coordinator screens consumers to develop long-range plans that transition people from homelessness back to self-sufficiency and get consumers into shelters or housing. This necessary function connects consumers with available resources across the 40 agencies, including: outreach, intake and assessment; emergency, transitional and supportive housing; homelessness prevention and myriad other supportive services. The Coordinator also participates in inventorying local resources for the homeless in order to: compile a comprehensive Community Resource Directory; identify gaps in services; and develop strategic partnerships to fund those gaps.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Coordinator Office space/supplies Partner agencies Grant funds	Screen individuals to assess consumer's needs. Provide appropriate referrals, with follow-up, based on identified needs Assist consumers with enrollment into ACCESS Issue Continuum of Card Cards as part of the DCF pilot EBT Restaurant Card Program.	200 consumers will be screened by the ACCHH Coordinator	1. 50% of consumers contacting the ACCHH Coordinator/Case Manager will be successfully connected to at least one service. (Due to the very limited availability of the services most frequently requested – permanent housing, shelter, and jobs – most consumers will not be connected to ALL the services they need, but we will strive to connect at least 50% of all consumers contacting the ACCHH to at least ONE service from the full array of available services. Some consumers seeking services will only want access to those services for which we do not have sufficient providers/access.) 2. 50% of homeless consumers who obtained permanent housing will be housed for at least three months 3. 75% of consumers will have demographic data entered

			into HMIS. (Consumers benefit from having their demographic data entered into HMIS because it allows us to track their progress through the Continuum. Consumers only need to complete demographic information upon initial intake with any Coalition member, instead of responding to the same series of questions over and over. Providers are able to track which services have been received by a consumer which then assists the providers in making appropriate referrals for additionally needed services.)

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:

☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency 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 me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff, and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		**DAY PROGRAMS (Al'z Place, ARC & EasterSeals)**
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

#7466

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 29, 2010

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 21, 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.

LAZARUS RESTORATION MINISTRIES
Agreement to provide poverty reduction services to county residents.
Term: October 1, 2010 – September 30, 2011
Amount: $16,437.00 Not to Exceed Account: 001-2903-569.82-93

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

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:	**FY2010/11Agreement Between Alachua County and Lazarus Restoration Ministries, Inc.**		
DEPARTMENT COMMUNITY SUPPORT SERVICES	RETURN TO LEE D. ROBERTS	CONTACT: LEE D. ROBERTS 264-6707	
DOCUMENT(S) REQUIRING ACTION:	**FY2010/11Agreement between Alachua County and Lazarus Restoration Ministries, Inc. (2 copies)**	AMOUNT: **$16,437.00**	

EXECUTIVE SUMMARY: This is an Agreement between Alachua County and Lazarus Restoration Ministries, Inc. for FY10-11.

BACKGROUND: Lazarus Restoration Ministries, Inc. provides poverty reduction services to Alachua County residents through its Transitional Housing program for homeless families. The agency has a fully furnished rental home where families can reside for up to 90 days while participating in the mandatory training and support program. Training and support includes counseling, financial management classes, and educational, life skills and job training assistance necessary for independent living.

ISSUES: Funding for this was approved as part of the FY10-11budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.

ACTION

Recommendation: Approve and Execute the FY2010/11Agreement between Alachua County and Lazarus Restoration Ministries, Inc. and authorize the Chair to sign.

BUDGETARY IMPACT

Recommendation:	Approve the expenditure, as it was approved as part of the FY10-11 budget by the Board.
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-2903-569.82-93

Attachments:	FY2010/11Agreement between Alachua County and Lazarus Restoration Ministries, Inc. (2 copies)
Suggested Reference Material:	No reference materials are suggested

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					12/21/10

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND LAZARUS RESTORATION MINISTRIES, INC.

THIS AGREEMENT, made and entered into this 21st day of December, 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 the "County", and Lazarus Restoration Ministries, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Lazarus Restoration Ministries, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Self-Sufficiency Housing**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Self-Sufficiency Housing** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

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.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Sixteen Thousand Four Hundred Thirty-Seven Dollars ($16,437.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. 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) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Lazarus Restoration Ministries, Inc.
3019 NE 20th Way, Box 5
Gainesville, FL 32627

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. **Default and Termination:**

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships 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 Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. 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 Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. **Monitoring:**

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, 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 Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
James Nelson, Executive Director
Lazarus Restoration Ministries, Inc.
3019 NE 20th Way, Box 5
Gainesville, FL 32627

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. 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.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. 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, 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 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 its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency 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 Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency 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 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. 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 21. Project Records:

A. 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 Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency 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, Agency may claim that some or all of Agency'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 Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency 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 Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency 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. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency 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. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. 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 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

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

Richard Drummond for

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

D. Wagner

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: Glenn Jenkins

Print: GLENN JENKINS

Title: TRUSTEE

By: James Nelson

Print: James Nelson

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Lazarus Restoration Ministries, Inc.**

Program: **Self-Sufficiency Housing & Development Program**

Amount of Award: $16,437.00

A. Brief Program Description:

Local agencies and individuals, as well as other community groups and churches, refer homeless families to the Self-Sufficiency Housing & Development Program. Clients go through a brief screening and interview process with LRM staff. Once clients are accepted into the program, they are placed in a single-family home, a "Lazarus House", which has been acquired for their temporary use. The Lazarus House is fully-furnished through donations from caring people in our community. The family resides in the Lazarus House up to 90-days (unless approved for extension) while participating in the mandatory supportive Benefit Services that have been specially tailored to fit the family's individual needs. Types of services include Financial Planning, Counseling, Educational Assistance, Job Skills Training, Social Services Programs, Resource Assistance, Utilities Assistance, Home Ownership and Maintenance Training, and Entrepreneurial Opportunities as needed. These services are provided for the families until they are self-supporting and successfully living independently. Once the family has successfully completed the program, LRM assists them in moving to the new residence they have acquired. LRM also follows-up with the family for two months after completing the program to ensure their transition is a success.

Program services are available to homeless families in Alachua County. Priority participation is given to homeless families with children; however, other homeless individuals may be served if a vacancy is available.

B. How will CAPP funds be expended?

- Program Director stipend
- Lazarus rental house rent
- Lazarus rental house utilities

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

AGENCY: LAZARUS RESTORATION MINISTRIES, INC.	PROGRAM: SELF-SUFFICIENCY HOUSING & DEVELOPMENT PROGRAM

Reporting Period:

X Contract

☐ Revision

☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)

☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)

☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Summary:

Lazarus Restoration Ministries, Inc. is a community outreach program committed to reducing poverty in our community by helping meet the needs of homeless citizens. This is done by providing them clothing, food, and hands on help, as well as mandatory case management and supportive services (employment & education assistance, financial & budget planning, counseling, job skills training, etc.) designed to help them achieve self-sufficiency and get back on their feet on a self-sustaining basis. Our goal is to operate two Lazarus Houses and help change the lives of 32-40 individuals this year.

INPUTS - Resources dedicated to the services	**ACTIVITIES – Services provided to the participants**	**OUTPUTS – How much of the services will be provided to how many**	**OUTCOMES – Measurable benefits for participants**
Volunteers Program Director Case Managers Lazarus House Computers Case Files Clothes Closet Food Pantry & Vouchers Material Donations Funding Sources	Transitional Housing Counseling Sessions Job Skills Training Employment Assistance Case Management Financial Planning Classes Progress Meetings Benefits Assistance Documentation Acquisition Education Assistance	Services & activities will be provided to 100% of participants in the program.	1. All clients will improve their self-sufficiency and employability skills. 2. 85% of clients will obtain permanent housing 3. Through counseling, all clients will restore their confidence and build self-esteem.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

AGENCY: LAZARUS RESTORATION MINISTRIES, INC.	PROGRAM: SELF-SUFFICIENCY HOUSING & DEVELOPMENT PROGRAM

OUTCOME - List from Schedule K-1	INDICATOR – what shows participant goal status	MEASUREMENT TOOL/APPROACH – tools used to measure Indicators	SAMPLING STRATEGY AND SAMPLE SIZE – simple or random	FREQUENCY AND SCHEDULE OF DATA COLLECTION – when/how often the measurement tools are used
1. All clients will improve their self-sufficiency and employability skills.	Number of clients successfully securing and maintaining employment; Number of clients who become better able to support themselves.	Progress Reports Pay Stubs Case Files Weekly Action Plan Meeting Notes	All clients in Self-sufficiency Housing Program	Monthly
2 85% of clients will obtain permanent housing	Number of clients moving out of Lazarus House and into their own permanent housing	Copy of lease agreements Case Files	All clients in Self-sufficiency Housing Program	Monthly
3. Through counseling, all clients will restore their confidence and build self-esteem.	Number of clients developing positive behaviors and maintaining motivation to achieve current and future goals	Goal Planning Sheets Progress Reports Case Files	All clients in Self-sufficiency Housing Program	Weekly

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:

- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency 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 me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	**Program:**

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITY CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		EDUCATIONAL FIELD TRIPS
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		PREVENTION CLASSES
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		VEGETABLE GARDENING
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (Al's Place, ARC & EasterSeals)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		OTHER SERVICES (list)
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

#7468

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 28, 2010

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 21, 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.

THE ARC OF ALACHUA COUNTY, INC.
Agreement to provide health care poverty reduction services to county residents with developmental disabilities
Term: October 1, 2010 – September 30, 2011
Amount: $9,001.00 Not to Exceed **Account: 001-2903-569.82-46**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

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:	**FY2010/11Agreement Between Alachua County and ARC of Alachua County, Inc.**

DEPARTMENT	RETURN TO	CONTACT: LEE ROBERTS
COMMUNITY SUPPORT SERVICES	LEE ROBERTS	264-6707

DOCUMENT(S) REQUIRING ACTION:	**FY10/11 Agreement between Alachua County and ARC, Inc. (2 copies)**	AMOUNT: **$9,001.00**

EXECUTIVE SUMMARY: **This is an Agreement between Alachua County and ARC of Alachua County, Inc. for FY10/11.**

BACKGROUND: **ARC of Alachua County, Inc. provides health care poverty reduction services for Alachua County residents with developmental disabilities. The Day Program is a structured day activities program for older developmentally delayed persons, consisting of age-appropriate, meaningful activities and health education. The program has an added benefit for caregivers who work during the day, as there are scant resources available for daytime care for persons with developmental disabilities.**

ISSUES: **Funding for this was approved as part of the FY10/11 budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.**

ACTION

Recommendation: **Approve and Execute the FY10/11 Agreement between Alachua County and ARC, Inc.**

BUDGETARY IMPACT

Recommendation:	**Approve the expenditure, as it was approved as part of the FY10/11 budget by the Board**
Funding Sources:	**General Fund**
Associated Costs	**None**
Account Code:	**001-2903-569.82-46**

Attachments:	**FY10/11 Agreement between Alachua County and ARC, Inc. (2 copies)**
Suggested Reference Material:	**No reference materials are suggested**

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/9/10				12/2/10	

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND THE ARC OF ALACHUA COUNTY, INC.

THIS AGREEMENT, made and entered into this 21 day of December 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 the "County", and The ARC of Alachua County, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, The ARC of Alachua County, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Developmental Disabilities Day Program**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Developmental Disabilities Day Program** and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

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.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Nine Thousand and One Dollars ($9,001.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. 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) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

The ARC of Alachua County, Inc.
3303 NW 83rd Street
Gainesville, FL 32606

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships 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 Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. 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 Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, 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 Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Dick Bradley, Executive Director
The ARC of Alachua County, Inc.
3303 NW 83rd Street
Gainesville, FL 32606

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. **Assignment of Interest**:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. **Independent Contractor:**

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. 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.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. **Indemnification:**

A. 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, 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 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 its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency 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 Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency 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 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. 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 21. Project Records:

A. 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 Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency 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, Agency may claim that some or all of Agency'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 Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency 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 Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency 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. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency 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. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. 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 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

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

Robert Hutchinson for

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

D. Wagner

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: Debbie VanSlaten

Print: Debbie VanSlaten

Title: Administrative Services Director

By: Richard J. Bradley

Print: Richard J. Bradley

Title: Exec. Dir.

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **The Arc of Alachua County**

Program: **Day Program**

Amount of Award: $ 9001.00

A. Brief Program Description:

The Developmental Disabilities Day Programs provide vocational and training programs for adults with developmental disabilities. The program operates Monday-Friday from 8 a.m. until 2 p.m. The developmental disabilities elder program consists of health education and activities to improve the levels of exercise and nutrition and to contribute to independence in activities of daily living.

B. How will CAPP funds be expended?

The CAPP funds will be expended on a part time nurse's salary and benefits.

The nurse will ensure the maintenance of client daily activity levels by examining client participation inventories and records on a quarterly basis. The nurse will also monitor any changes in residential placement for clients, through a periodic check of case records. Furthermore, the nurse will work toward preventing placement in a long term care facility by performing biannual physical examinations and incorporating the assessment of physical activity records, to ensure that preventative care can be administered as needed.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

AGENCY: ARC OF ALACHUA COUNTY	PROGRAM: THE DEVELOPMENTAL DISABILITIES DAY PROGRAM

Reporting Period:

X Contract

☐ Revision

☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)

☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)

☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

☐ July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

Program Summary: The Developmental Disabilities Day Programs provides a daily activity program for an elderly population of 29. The Programs operate Monday through Friday from 8 am until 2 pm. The program consists of health education, and activities to improve the levels of exercise and nutrition to contribute to their independence in activities of daily living.

Long-Term Program Goals: The long term goals of the Developmental Disabilities Day Program are to maintain the health and independence of each person, prolonging the need for residential placement. Assessments, proper nutrition information, assistance in getting healthy food, and activities that promotes healthy living for the elderly will be addressed.

INPUTS - Resources dedicated to the services	ACTIVITIES – Services provided to the participants	OUTPUTS – How much of the services will be provided to how many	OUTCOMES – Measurable benefits for participants
Staff: Part Time Nurse Director Manager Direct Service Workers Grant Funded Artist Volunteers	Program operates Monday through Friday from 8am to 2 pm. Daily scheduled activities to include exercise, sports games, arts and crafts, sewing, gardening, orientation and current events. Adult Basic Education classes.	29 elderly clients enrolled with some form of Developmental Disability. 52 weeks of daily programming, six hours per day. Biannual assessments of all elderly clients.	1. Maintenance of daily physical activity in at least 75% of elderly clients. 2. Avoidance of residential placement in a long term care facility by at least 90% of elderly clients

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

AGENCY: ARC OF ALACHUA COUNTY	PROGRAM: THE DEVELOPMENTAL DISABILITIES DAY PROGRAM

OUTCOME - List from Schedule K-1	INDICATOR – what shows participant goal status	MEASUREMENT TOOL/APPROACH – tools used to measure Indicators	SAMPLING STRATEGY AND SAMPLE SIZE – simple or random	FREQUENCY AND SCHEDULE OF DATA COLLECTION – when/how often the measurement tools are used
1. Maintenance of daily physical activity in at least 75% of elderly clients	Maintenance of daily exercise session and related physical activities	Exercise and Activity Inventory and daily client program record	All elderly clients (29)	Baseline survey, then quarterly
2. Avoidance of residential placement in a long term facility for 90% elderly clients	Maintenance of existing community or family living arrangements and identification of potential health problems for preventative care	Case records Physical examination/ nursing assessment	All elderly clients (29)	Periodic check of case records Biannual assessment

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS	Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX **TOTAL**				
Male				
Female				
Unknown				
Family				
AGE **TOTAL**				
0 to 4 years				
5 to 9 years				
10 to 14 years				
15 to 19 years				
20 to 34 years				
35 to 54 years				
55 to 64 years				
65 and over				
Age Unknown				
ETHNICITY **TOTAL**				
White				
Black				
Hispanic/Latino				
Asian				
American Indian				
Other				
HOUSEHOLD INCOME **TOTAL**				
Below $10,000				
$10,000 to $14,999				
$15,000 to $19,999				
$20,000 to $29,999				
$30,000 and above				
Income Unknown				

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency 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 me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
	# meals served to persons in shelter		# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (Al'z Place, ARC & EasterSeals)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

#7467

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 21, 2010

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 21, 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.

EPILEPSY FOUNDATION OF FLORIDA, INC.
Agreement to provide poverty reduction services to county residents suffering from epilepsy.
Term: October 1, 2010 – September 30, 2011
Amount: $10,801.00 Not to Exceed **Account: 001-2903-569.82-25**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

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:	FY2010/11Agreement Between Alachua County and Epilepsy Foundation of Florida, Inc.		
DEPARTMENT COMMUNITY SUPPORT SERVICES	RETURN TO LEE D. ROBERTS	CONTACT: LEE D. ROBERTS 264-6707	
DOCUMENT(S) REQUIRING ACTION:	FY2010/11Agreement between Alachua County and Epilepsy Foundation of Florida, Inc. (2 copies)	AMOUNT: $10,801.00	

EXECUTIVE SUMMARY: This is an Agreement between Alachua County and Epilepsy Foundation of Florida, Inc. for FY10-11.

BACKGROUND: Epilepsy Foundation of Florida, Inc. provides health care poverty reduction services to economically disadvantaged clients Alachua County residents suffering from epilepsy. The agency's Case Management program provides case management, medical, social and vocational assistance, and education to the community.

ISSUES: Funding for this was approved as part of the FY10-11budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.

ACTION

Recommendation: Approve and Execute the FY2010/11Agreement between Alachua County and Epilepsy Foundation of Florida, Inc. and authorize the Chair to sign.

BUDGETARY IMPACT

Recommendation:	Approve the expenditure, as it was approved as part of the FY10-11budget by the Board.
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-2903-569.82-25
Attachments:	FY2010/11Agreement between Alachua County and Epilepsy Foundation of Florida, Inc. (2 copies)
Suggested Reference Material:	No reference materials are suggested

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/9/10					12/21/10

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND EPILEPSY FOUNDATION OF FLORIDA, INC.

THIS AGREEMENT, made and entered into this 21ST day of DECEMBER 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 the "County", and Epilepsy Foundation of Florida, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Epilepsy Foundation of Florida, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Epilepsy Services**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Epilepsy Services** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

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.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Ten Thousand Eight Hundred and One Dollars ($10,801.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. 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) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Epilepsy Foundation of Florida, Inc.
7300 N. Kendall Drive, Suite 700
Miami, FL 33156

Section 4. <u>Audit, Records, and Reporting:</u>

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. **Default and Termination:**

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships 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 Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. 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 Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. **Monitoring:**

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, 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 Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Karen Basha Egozi, Executive Director
Epilepsy Foundation of Florida, Inc.
7300 N. Kendall Drive, Suite 700
Miami, FL 33156

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. **Assignment of Interest**:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. **Independent Contractor**:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. 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.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. **Indemnification:**

A. 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, 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 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 its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. <u>Laws & Regulations:</u>

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency 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 Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency 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 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. 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 21. Project Records:

A. 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 Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency 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, Agency may claim that some or all of Agency'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 Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency 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 Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency 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. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency 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. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. 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 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

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

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: _____

Print: Ana Alfonso

Title: Executive Administrator

By: _____

Print: Karen Basha Eggi

Title: CEO

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Epilepsy Foundation of Florida**

Program: **Epilepsy Services: Comprehensive Case Management, Medical Care Coordination, and Testing.**

Amount of Award: $ 10,801.00

A. Brief Program Description:

Assistance for individuals seeking help in managing their epilepsy by providing case management services, access to medical care, diagnostic testing, serum level testing, and access to medication for the treatment of epilepsy. We provide community and individual education programs and information and referral services.

B. How will CAPP funds be expended? Note: Unless a staff position does not devote 100% of work time to the CAPP-sponsored program, you do not need to include percentages for staff salaries.

- **Salaries, payroll taxes, employment benefits**
- **Contract services for the provision of medical care, diagnostic and lab testing**
- **Postage**
- **Office supplies**
- **Food and drink items/Bottled water for clients**
- **Mileage/staff travel**
- **Direct services for clients**
- **Emergency medications**
- **Building lease/rent**
- **Office expense/computer/printer upgrades**
- **Printing services**
- **Out of town staff training**

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Epilepsy Foundation of Florida	Program: Comprehensive Case Management, Medical Care Coordination and Testing

Name, Title & E-Mail of Person Completing Report:
Susan Eddins, EFOF North Central FL Regional Manager

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description:

The program provides assistance for individuals seeking help in managing their epilepsy by providing comprehensive case management services, neurological care and diagnostic testing coordination, serum level testing, and access to medication for the treatment of epilepsy. Referral assistance for employment and transportation are offered. Support Group and educational programs are available for individuals with epilepsy and their families.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff/Regional Manager Staff/Case Manager Staff/ P&E Coordinator Staff/Support Staff-Admin Supplies/Equipment Printing Medical Services Facilities Telephone/Internet Postage In-kind & Leveraged Services Resource Center Monitoring of program to improve service.	Case Management Services Prevention & Education Programs Medical & Diagnostic Services Employment and Voc. Assistance Grant Writing Fund Raising Collection of data, reporting, fiscal responsibility Recruitment of local volunteers to expand level of local involvement.	75 unduplicated clients 575 case management units 178 office/clinic visits 25 EEG's 6 MRI's 65 labs 15 Prevention and Education Programs on Epilepsy, Seizure 1st. Aid, Head Injury Prevention, Shaken Baby Syndrome, and Fetal Alcohol Syndrome 875 Bike Helmets distributed 10 Health Fairs and Awareness Events.	1. Access to consistent medical care and medications resulting in fewer ER visits and decreased number of seizures. 2. Increased employment opportunities due to consistent care and seizure control from being in our program and receiving services. 3. Increased community awareness about Epilepsy/Prevention of epilepsy/Head Injury Prevention/other preventable conditions.

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency 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 me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	**Program:**

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		EDUCATIONAL FIELD TRIPS
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		PREVENTION CLASSES
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		VEGETABLE GARDENING
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (Al'z Place, ARC & EasterSeals)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		ALACHUA COUNTY SCHOOLS (For each/every school service provided to, name of school, the service provided & #, students served)
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		OTHER SERVICES (list)
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

#7469

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 21, 2010

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 21, 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.

INTERFAITH HOSPITALITY NETWORK OF GREATER GAINESVILLE
Agreement to provide poverty reduction services to county residents.
Term: October 1, 2010 – September 30, 2011
Amount: $22,501.00 Not to Exceed **Account: 001-2903-569.82-34**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

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:	**FY2010-11 Agreement Between Alachua County and Interfaith Hospitality Network, Inc.**

DEPARTMENT	RETURN TO	CONTACT: LEE D. ROBERTS
COMMUNITY SUPPORT SERVICES	LEE D. ROBERTS	264-6707

DOCUMENT(S) REQUIRING ACTION:	FY2010-11 Agreement (2 copies) Between Alachua County and Interfaith Hospitality Network, Inc.	AMOUNT: $22,501.00

EXECUTIVE SUMMARY: This is an Agreement between Alachua County and Interfaith Hospitality Network, Inc. for FY10-11.

BACKGROUND: Interfaith Hospitality Network, Inc. provides poverty reduction services to Alachua County residents. The agency coordinates and maintains a comprehensive, multi-cooperative program for homeless families who are seeking self-sufficiency. Shelter, meals and transportation are provided by area host churches and support congregations. Comprehensive case management services and a Day Center are also provided by the agency. Funds will be used for staff salaries and benefits.

ISSUES: Funding for this was approved as part of the FY10-11 budget by the Board. If funding were to be withdrawn, the above services would not be provided.

ACTION

Recommendation: Approve and Execute the FY10/11 Agreement between Alachua County and Interfaith Hospitality Network, Inc.

BUDGETARY IMPACT

Recommendation:	Approve the expenditure, as it was approved as part of the FY10-11 budget by the Board.
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-2903-569.82-34

Attachments:	Agreement (2 copies)
Suggested Reference Material:	There is no suggested reference material.

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/9/10				12/21/10	

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND INTERFAITH HOSPITALITY NETWORK, INC.

THIS AGREEMENT, made and entered into this 21ST day of DECEMBER, A.D., 20 10 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 the "County", and Interfaith Hospitality Network, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Interfaith Hospitality Network, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **IHN Shelter**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **IHN Shelter** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

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.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Twenty-Two Thousand Five Hundred and One Dollars ($22,501.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. 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) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Interfaith Hospitality Network, Inc.
P.O. Box 880
Gainesville, FL 32602

Section 4. <u>Audit, Records, and Reporting:</u>

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. **Default and Termination**:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships 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 Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. 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 Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. **Monitoring:**

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, 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 Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Martha McInnes, Executive Director
Interfaith Hospitality Network, Inc.
P.O. Box 880
Gainesville, FL 32602

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. 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.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. 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, 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 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 its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency 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 Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency 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 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. 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 21. Project Records:

A. 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 Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency 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, Agency may claim that some or all of Agency'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 Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency 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 Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency 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. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency 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. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. 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 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

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

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: _____

Print: ANNETTE KENNEDY

Title: PROGRAM COORDINATOR

By: _____

Print: ML McInnes

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Interfaith Hospitality Network**

Program: **Shelter**

Amount of Award: $ 22,501

A. Brief Program Description:

IHN provides shelter to homeless families. Shelter is provided through a network of local churches which use their buildings to provide the overnight shelter and their volunteers as staff on a week by week basis. Families begin their stay at the church on Sunday evening and move Sunday morning. They are provided case management services and transportation by shelter staff. During the day families leave the church and have access to the Day Center, where they receive support services. The focus of IHN is enable parents to find employment, housing, and education for their children. IHN links with local agencies to enable parents to meet these goals and other goal personal to them.

B. How will CAPP funds be expended?

- **Program Coordinator Salary & Benefits**
- **Van Driver Salary & Benefits**

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Interfaith Hospitality Network	**Program: Shelter**

Name, Title & E-Mail of Person Completing Report:

Martha McInnes, Executive Director, gainesvilleihn@gmail.com

Reporting Period:

- **X** Contract
- ☐ Revision
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

Program Description:

IHN provides shelter to homeless families. Shelter is provided through a network of local churches which use their buildings to provide the overnight shelter and their volunteers as staff on a week by week basis. Families begin their stay at the church on Sunday evening and move Sunday morning. They are provided case management services and transportation by shelter staff. During the day families leave the church and have access to the Day Center, where they receive support services. The focus of IHN is enable parents to find employment, housing, and education for their children. IHN links with local agencies to enable parents to meet these goals and other goals personal to them.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
• Staff members – Director, Program Coordinator, Day Center Manager • Volunteers from Congregations • Shelter facilities in the congregation • Buildings. • Shelter furniture/supplies • Food • Funds • Personal Care Items • Community Partners	Intake/Case Management – Assessing, Planning, Monitoring, Linking, Advocacy Food Preparation Shelter Provision Shelter Staffing/Oversight Hospitality/mentoring Transportation Relationships with volunteers	Average of 10 persons per night Sheltered Average of 300 nights of shelter provided per month Average of 900 meals per month provided 60% of those adults entering shelter without a job will be employed upon leaving shelter (if they can work, i.e., are not disabled). 50% of those families entering shelter without income will leave with income	1. Homeless families will be employed: • 60% of adults entering shelter without a job will be employed upon leaving shelter (if they can work, i.e., are not disabled). • 50% of those families entering shelter without income will leave with income. 2. All families, with children's birth certificates, who are in the program for more than two weeks are able to achieve childcare/schooling. 3. Homeless families completing the program will acquire suitable housing.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Interfaith Hospitality Network	**Program: Shelter**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)
☐ July 1-Sept 30, 20____ (Due: October 15, along with Schedules K-2, L, Agency Financial Statement & End-of-Year Report)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. Homeless families will be employed: 60% of adults entering shelter without a job will be employed upon leaving shelter (if they can work, i.e., are not disabled). 50% of those families entering shelter without income will leave with income.	Employment Status Income	Self-report, then copy of paycheck/proof of income	All individuals served, 100% sample	Daily
2. All families, with children's birth certificates, who are in the program for more than two weeks are able to achieve childcare/schooling.	Early Learning Coalition Voucher School enrollment	Self- Report	All individuals served, 100% sample	Weekly
3. Homeless families completing the program will acquire suitable housing.	Move into non-shelter housing/housing that is conducive to the family unit.	Self-report; housing verification	All individuals served, 100% sample	Upon completion of program.

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS	Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX **TOTAL**				
Male				
Female				
Unknown				
Family				
AGE **TOTAL**				
0 to 4 years				
5 to 9 years				
10 to 14 years				
15 to 19 years				
20 to 34 years				
35 to 54 years				
55 to 64 years				
65 and over				
Age Unknown				
ETHNICITY **TOTAL**				
White				
Black				
Hispanic/Latino				
Asian				
American Indian				
Other				
HOUSEHOLD INCOME **TOTAL**				
Below $10,000				
$10,000 to $14,999				
$15,000 to $19,999				
$20,000 to $29,999				
$30,000 and above				
Income Unknown				

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ EFT

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency 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 me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	**Program:**

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
	# meals served to persons in shelter		# clients unduplicated who followed up w/referral
			#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION		**CLASSES (# persons completed)**
	Bus Passes (# passes distributed)		Arts & Crafts
	Private transport of program clients (# of trips)		Career training/exploration
	Other:		Computer Usage
			Computer Repair
			Employability Skills
			Financial
	GOODS		Health Education
	Appliances (# appliances given away)		Home Ownership
	Clothing (# persons to whom clothing was provided)		Homework Helpers/Tutoring (# students tutored, only)
	Household Furnishings (# households receiving free furnishings)		Landlord/Tenant
	Household Goods (# households receiving free household goods)		Licensed School Readiness
	Personal Hygiene (# persons receiving free personal hygiene products)		Life Skills
	Other:		Music
			Nutrition
	HOMELESS		Parenting
	# Homeless Adults Served (age 18 and above)		Physical Activity/Fitness
	# Homeless Children Served (0 – 17 years)		Sewing
	# Total Services to Adults		Tutoring - Adults
	# Total Services to Children		Vehicle Repair
	$ Amt spent on homeless (non in-kind)		Other:
	In-kind $ Amt spent on services for homeless		
	Total (cash + in-kind) spent on homeless		
	ASSISTANCE PROVIDED TO (# persons served)		**VOLUNTEERS/WORK STUDY/AMERICORPS**
	College/Technical School		# Volunteers utilized
	Criminal Record Expungement		# Volunteer hours
	Employment		# Work Study Students Utilized
	Food Stamps		# Work Study Hours
	High School or College Credits		#AmeriCorps members
	Housing		# AmeriCorps member hours
	Pharmaceutical Assistance Program (PAP)		
	SSI		
	Other:		

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (ADULT DAY CARE)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		OTHER SERVICES
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

#7470

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 22, 2010

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 21, 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.

ST. FRANCIS HOUSE, INC.

Agreement to provide poverty reduction services through its case management, food distribution and housing programs.
Term: October 1, 2010 – September 30, 2011
Amount: $41,709.00 Not to Exceed **Account: 001-2903-569.82-02**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

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:	2010-11 Agreement Between Alachua County and St. Francis House, Inc.	
DEPARTMENT: COMMUNITY SUPPORT SERVICES	RETURN TO: LEE D. ROBERTS	CONTACT: LEE D. ROBERTS 264-6707
DOCUMENT(S) REQUIRING ACTION:	FY10/11 Agreement between Alachua County and St. Francis House, Inc. (2 copies)	AMOUNT: $41,709.00

EXECUTIVE SUMMARY: This is an Agreement between Alachua County and St. Francis House, Inc. for FY10/11.

BACKGROUND: St. Francis House, Inc. provides basic assistance and housing/supportive living poverty reduction services for Alachua County citizens through its Case Management, Food Distribution and Housing programs. These programs provide food, shelter, housing and case management and support services to homeless individuals and families.

ISSUES: Funding for this was approved as part of the FY10/11 budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.

ACTION

Recommendation: Approve and Execute the FY10/11 Agreement between Alachua County and St. Francis House, Inc.

BUDGETARY IMPACT

Recommendation:	Approve the expenditure, as it was approved as part of the FY10/11 budget by the Board
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-2903-569.82-02

Attachments:	FY10/11 Agreement between Alachua County and St. Francis House, Inc. (2 copies)
Suggested Reference Material:	No reference materials are suggested

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/9/10				12/21/10	

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND ST. FRANCIS HOUSE, INC.

THIS AGREEMENT, made and entered into this 21ST. day of DECEMBER, 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 the "County", and St. Francis House, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, St. Francis House, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the programs, **Food Distribution, Housing and Case Management**, and their services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Food Distribution, Housing and Case Management** programs and their services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

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.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Forty-One Thousand Seven Hundred and Nine Dollars ($41,709.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. 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) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

St. Francis House, Inc.
P.O. Box 12491
Gainesville, FL 32604

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships 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 Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. 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 Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, 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 Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Kent Vann, Executive Director
St. Francis House, Inc.
P.O. Box 12491
Gainesville, FL 32604

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. **Assignment of Interest**:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. **Independent Contractor**:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. 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.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. **Indemnification:**

A. 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, 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 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 its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency 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 Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency 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 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. 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 21. Project Records:

A. 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 Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency 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, Agency may claim that some or all of Agency'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 Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency 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 Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency 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. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency 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. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. 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 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

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

Richard Drummond for

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

D. Wade

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: Kristen Wietzke

Print: Kristen Wietzke

Title: Accountant

By: Kent Vann

Print: Kent Vann

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **St. Francis House, Inc**

Program: **Food Distribution**

Total Amount of Agency Award: $41,709

A. St. Francis House provide a hot lunch to our residents and the general public daily, seven days a week, 365 days per year. I n addition, our residents receive breakfast and dinner daily. We also provide food service job training for those residents who are interested in this career.

B. How will CAPP funds be expended? Note: Unless a staff position does not devote 100% of work time to the CAPP sponsored program, you do not need to include percentages for staff salaries.

A. Personnel costs for operating our Food Service Staff.

B. Recurring supplies for the program, such as, food supplies, napkins, sporks, cleaning supplies(bleach, pinesol, dish detergent, latex gloves, etc. etc.)

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: St. Francis House, Inc	**Program: Food Distribution**

Name, Title & E-Mail of Person Completing Report:

Vanessa Williams, Grant Coordinator, SFHadmin@StFrancis.cfcoxmail.com

Reporting Period:

- **X** Contract
- ☐ Revision
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: St. Francis House provides a hot lunch meal to our residents and the general public daily, seven days a week, 365 days a year. In addition, our residents receive breakfast and dinner daily. We also provide food service training for those residents who are interested in this career. The program will run from October 1, 2010 until September 30, 2011.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff Volunteers Kitchen Facilities Donations of Food and Money Grant Funding Cooking Equipment Food Service Supplies Food Pyramid MLK Center Gymnasium Transportation on holidays UF Nursing Students Nutritional Suggestion	Pick-up and/or purchase of food and supplies Meal planning Preparation and clean-up of food Breakfast for shelter residents Lunch for shelter residents and the community Dinner for shelter residents Transportation of food and the hungry on holidays Training in food service skills and knowledge	56,806 meals served 450 meals served each Thanksgiving and Christmas Day 40 hours of on-the-job food service training to 10 interested residents	1. Serve wholesome meals to 150 people daily 2. Serve over 450 people each Thanksgiving and Christmas Day, to include 130 members of the general public and residents at our Main Street facility, and the rest at a City of Gainesville approved site. 3. Provide food service training to 10 interested residents.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: St. Francis House, Inc	**Program: Food Distribution**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. Serve wholesome meals to 150 people	**Count the number of people served.**	**Sign-in sheet**	**All participants**	**Daily collection; complied monthly**
2. Serve over 450 people each Thanksgiving and Christmas Day, to include 130 members of the general public and residents at our Main St. facility, and the rest at a approved site.	**Count the number of people served.**	**Sign-in sheet**	**All participants**	**Daily collection; complied monthly**
3. Provide food service training to 10 interested residents.	**Kitchen work schedule-shifts scheduled and worked.**	**Food Service staff visual observation and report.**	**All participants**	**Daily collection; complied monthly.**

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **St. Francis House, Inc**

Program: **Housing**

Total Amount of Agency Award: $41,709

A. St. Francis House provides housing for individuals and /or families who are without the necessary means to provide housing for themselves and /or their family. Our housing consists of an emergency shelter, transitional housing in three homes, and permanent housing in a 33 unit apartment complex. The shelter is temporary housing for anyone who is in need of shelter. Transitional housing is a 2 year program for homeless families. The permanent housing is for homeless individuals of both genders who are either working or in a full time educational program.

B. How will CAPP funds be expended?

A. Personnel costs for operating our shelter, apartment building, and rental homes.

B. Utilities for all our facilities.

C. Maintenance (painting, grease trap, pest control, repairs to emergency shelter, transitional and permanent housing, sanitizing dish washer, etc.,)

ATTACHMENT C

SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

(Complete a separate Schedule K-1 & K-2 for each program)

Agency: St. Francis House, Inc

Program: Housing

Name, Title & Phone of Person Completing Report: Vanessa Williams, Grant Coordinator, 352-378-9079 ext. 316

Reporting Period: **X**Contract ☐ **REVISION**

☐ Oct 1 – Dec 31, 2010 (Due: January 15, along with Schedules K-1, L & Program Statistics Table)

☐ Jan 01-March 31, 2011 (Due: April 15, along with Schedules K-1, L & Program Statistics Table)

☐ April 1-June 30, 2011 (Due: July 15, along with Schedules K-1, L & Program Statistics Table)

☐ July 1, 2011 - Sept. 30, 2011(Due: October 15, along with Schedule L, Program Statistics Table and End of Year Report)

Program Description: Housing consists of emergency shelter, transitional housing in homes, and apartments. The shelter is temporary housing for anyone who is in need of shelter. The transitional housing is a two-year program for homeless families. The permanent housing is for the homeless individuals who are either working or in a full time educational program. Throughout the year over 810 people will be housed.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff Volunteers Facilities Equipment Material Supplies Funds	Information and referral Housing	236 people were provided with Emergency Shelter 4,136.5 Volunteer service hours 2 Homes and Jobs home Occupied 33 SRO Residents	1. To reduce the number of individuals and families on the streets or in public places, by providing over 850 people with emergency shelter. 2. 100% of SRO Apartments Occupied, 67% of Homes and Jobs homes Occupied 3. 50% of the SRO Residents will remain at least one year 4. One of the current Homes and jobs families will successfully graduate for the program next year.

ATTACHMENT C

SCHEDULE K-2: LOGIC MODEL PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency: St. Francis House, Inc

Program: Housing

Reporting Period: X Contract ☐ **REVISION**

☐ Oct 1 – Dec 31, 2009 (Due: January 15, along with Schedules K-1, L & Program Statistics Table)
☐ Jan 01-March 31, 2010(Due: April 15, along with Schedules K-1, L & Program Statistics Table)
☐ April 1-June 30, 2010 (Due: July 15, along with Schedules K-1, L & Program Statistics Table)
☐ July 1, 2010 - Sept. 30, 2010 (Due: October 30, include with End of Year Report)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1.To reduce the number of individuals and families on the streets or in public places, by providing over 850 people with emergency shelter.	**People will be sheltered**	**Bed Log Sheet**	**All residents**	**Recorded daily, complied monthly**
2. 100% of SRO Apartments Occupied, 67% of Homes and Jobs homes Occupied	**All homes will be occupied** Resident will be actively participating in case plan	**Case file, self report**	**All residents**	**Recorded daily, complied monthly**

3. 50% of the SRO Residents will remain at least one year	Resident will be actively participating in case plan	**Case file, self report**	**A1l residents**	**Recorded daily, complied monthly**
4. One of the current Homes and jobs families will successfully graduate for the program next year.	**One of the homes will be vacant and SFH will have their new address**	**Case file, self report**	**All Residents**	**Complied Monthly**

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **St. Francis House, Inc**

Program: **Case Management**

Total Amount of Agency Award: $41,709

A. Brief Program Description: St. Francis House provides case management and support services to our shelter residents, transitional living families, permanent housing renters, and food service guests. Our case managers conduct needs assessment interviews then use their agency contacts and knowledge of community resources to compile an individualized plan for job placement, permanent housing, and other needs. Follow up meetings are held to report on progress, identify barriers to progression, and provide suggestions for next step.

B. How will CAPP funds be expended?

A. Personnel costs for our 3 current case managers.

B. Support services including hygiene supplies, bus passes, personal care items, and other items as allowed.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: St. Francis House, Inc	**Program: Case Management**

Name, Title & E-Mail of Person Completing Report:

Vanessa Williams, Grant Coordinator, SFHadmin@StFrancis.cfcoxmail.com

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: St. Francis House provides case management and support services to our shelter residents, transitional living families, permanent housing renters, and food service guests. Our case managers conduct needs assessment interviews, then use their agency contacts and knowledge of community resources to compile an individualized plan for job placement, permanent housing, and other needs. Follow-up meetings are held to report on progress, identify barriers to progression, and provide suggestions for next steps. The program will run from October 1, 2010 until September 30, 2011.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff Volunteers Donations of Food and Money Grant Funding Materials/Supplies Beds, Utilities, Laundry Facilities, Hygiene Supplies, Phone and Mail Service, Job Specialists, Local Non-Profit Agencies	Case Management Information and Referral Education Job Placement Hygiene Services Sheltering Clients Housing Placement Tutoring Health Screenings	272 shelter resident case plans 3 Homes and Jobs case plans 33 SRO case plans 68 employable residents will find a job 177 residents will find housing 2,629 loads of laundry 5,832 showers 168 children tutored 900 individuals offered health screenings 4,000 supportive service contacts	1. 70% of shelter residents will obtain independent housing. 2. 70% of employable people will find jobs. 3. 85% of residents will obtain access to all available local resources.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: St. Francis House, Inc	**Program: Case Management**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. 70% of shelter residents will obtain independent housing.	**Residents will move out of shelter and into independent housing.**	**Self-report of new addresses and apartment/home lease.**	**All residents with case plans**	**Data collected as needed for each file; data complied once a month.**
2. 70% of employable people will find jobs.	**Residents will have money and will be gone during scheduled work hours.**	**Paychecks/Paystubs or verification of employment form.**	**All residents.**	**Data collected as needed for each case file; data complied once a month.**
3. 85% of residents will obtain access to all available local resources.	**Residents will receive a case plan and provide proof of implementing it.**	**Case plan.**	**All residents.**	**Data collected as needed for each case file; data complied once a month.**

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency 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 me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		EDUCATIONAL/FIELD TRIPS
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		PREVENTION CLASSES
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		VEGETABLE GARDENING
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEER/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		DAY PROGRAMS (Al's Place, ARC & EasterSeals)
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		ALACHUA COUNTY SCHOOLS (Pre-K #Units/Trainings/Hours served by month, the name of school, the service provided & # students served)
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		OTHER SERVICES (list)
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

#7471

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

December 22, 2010

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on December 21, 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.

EASTER SEALS FLORIDA, INC.
Agreement to contribute to the Altrusa House and its services
Term: October 1, 2010 – September 30, 2011
Amount: $14,851.00 Not to Exceed **Account: 001-2903-569.82-38**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

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:	**FY2010/11Agreement Between Alachua County and Easter Seals Florida, Inc.**		
DEPARTMENT COMMUNITY SUPPORT SERVICES	RETURN TO LEE ROBERTS	CONTACT: LEE ROBERTS 264-6707	
DOCUMENT(S) REQUIRING ACTION:	**FY2010/11 Agreement between Alachua County and Easter Seals Florida, Inc. (2 copies)**	AMOUNT: **$14,851.00**	

EXECUTIVE SUMMARY: This is an Agreement between Alachua County and Easter Seals Florida, Inc. for FY10/11.

BACKGROUND: Easter Seals Florida, Inc. provides poverty reduction services for Alachua County residents. The Altrusa House program meets the daytime needs of frail elder adults and adults of all ages with disabilities or other special needs. The program is a structured day activities program that focuses on cognition, gross and fine motor skills, socialization and health and wellness. The program has an added benefit for caregivers who work during the day, as there are few resources available for daytime care for persons suffering from severe limitations and disabilities.

ISSUES: Funding for this was approved as part of the FY10/11 budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.

ACTION

Recommendation: Approve and Execute the FY10/11 Agreement between Alachua County and Easter Seals Florida, Inc. and authorize the Chair to sign.

BUDGETARY IMPACT

Recommendation:	Approve the expenditure, as it was approved as part of the FY10/11 budget by the Board
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-2903-569.82-38

Attachments:	FY10/11 Agreement between Alachua County and Easter Seals Florida, Inc. (2 copies)
Suggested Reference Material:	No reference materials are suggested

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/9/10				12/21/10	

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND EASTER SEALS FLORIDA, INC.

THIS AGREEMENT, made and entered into this 21ST. day of DECEMBER, 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 the "County", and Easter Seals Florida, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Easter Seals Florida, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Easter Seals at Altrusa House**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Easter Seals at Altrusa House** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

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.

8

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Fourteen Thousand Eight Hundred Fifty-One Dollars ($14,851.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. 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) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Easter Seals Florida, Inc.
2010 Mizell Ave
Winter Park, FL 32792

Section 4. <u>Audit, Records, and Reporting:</u>

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

8

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships 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 Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. 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 Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, 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 Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Suzanne Caporina, Vice President of Programs
Easter Seals Florida, Inc.
2010 Mizell Ave
Winter Park, FL 32792

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

8

Section 9. **Assignment of Interest**:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. **Independent Contractor**:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. 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.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. **Indemnification:**

A. 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

8

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, 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 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 its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency 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 Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency 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 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. 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 21. Project Records:

A. 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 Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency 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, Agency may claim that some or all of Agency'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 Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

8

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency 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. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency 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. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. 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 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

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

Robert Hutchinson Jr
Chair

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY: Easter Seals Florida, Inc.

WITNESS:

By: Joan Stolzar
Print: Joan Stolzar
Title: Exec. Asst.

By: Susan Ventura
Print: Susan Ventura
Title: President + CEO

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Easter Seals Florida, Inc.**

Program: **Easter Seals at Altrusa House**

Amount of Award: $ 14,851

A. Brief Program Description: : Easter Seals at Altrusa House is an adult day health care center that meets the daytime needs of frail elder adults and adults with disabilities or other special needs. The unique part of our program is that we also serve younger adults, 18 and older, with developmental disabilities. The program is designed to enhance the overall well-being of our clients by providing strengthening activities that focus on five categories – socialization, cognition, exercise/gross motor skills, fine motor skills and health& wellness. RN & C N A's on staff provide health monitoring and medication administration. We offer caregivers support, education & resources.

B. How will CAPP funds be expended?

CAPP funds will be used to provide scholarship dollars for low income program participants in our adult day health care program at Altrusa House.

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Easter Seals Florida, Inc.	**Program: Easter Seals at Altrusa House**

Name, Title & E-Mail of Person Completing Report: **Suzanne Caporina, VP of Programs / scaporina@fl.easterseals.com**

Reporting Period:

- **X** Contract
- ☐ Revision
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: Easter Seals at Altrusa House is an adult day health care program for adults with disabilities or other special needs, 18 years and older, frail elderly adults, including adults with Alzheimer's Disease or other dementia related disorders, adults with multiple sclerosis, Parkinson's Disease, stroke recovery and more. The program operates Monday – Friday from 6:30 a.m. to 5:30 p.m., and provides health assessments, health care monitoring, medication administration and daily activities in a safe, stimulating, engaging and fun environment. Resources and education are also available for caregivers.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Staff Volunteers Advisory Council Altrusa House facility Program activity supplies Health Care Monitoring Registered Nurse & LPN C N A's Consultants	Initial health & social assessments, follow-up & referral Inter-generational programming – home school students and pre-school children – drama/plays, piano/music/sing-a-longs/arts & crafts, etc. Nursing Activities – health care oversight, intervention, medication administration, physician liaison, etc. Daily activities: exercise, social stimulation, health & wellness education, cognitive exercises – drawing/painting, crafts, trivia, entertainment, Wii, card/board games, etc. Activities of Daily Living: assistance with bathing, feeding, toileting, personal care & education.	At admission for all clients with quarterly updates for all. Referral on a case by case basis. Once per month, all clients encouraged to participate. Daily health care oversight to all clients. Medication for those who need. Vital signs are monitored at least once per month for all clients. 2 – 4 activities are offered each day, each ½ to 2 hours in duration. All clients are encouraged to participate. Assistance with ADL's is available to all clients who present a need or request.	1. Maintain or improve daily functioning levels. 2. Decrease or postpone long-term placements (institutionalization) thereby maintaining the family unit longer. 3. Improve caregiver status by providing resources, education and support thereby reducing stress and depression. 4. Decrease hospital or emergency room visits.

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Easter Seals Florida, Inc.	**Program: Easter Seals at Altrusa House**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. Maintain or improve activities of daily living	80% of clients will have maintained or improved activities of daily living based on incremental improvements when compared to baseline	Assessments Quarterly Progress Notes Staff Observations	All Clients	At a minimum of Quarterly
2. Decrease or postpone long-term nursing home placements thereby maintaining the family unit.	80% of clients will remain in the family unit based on comparison to living arrangements during participation	Attendance Records Progress notes Discharge data	All Clients	At a minimum of Quarterly
3. Improve caregiver status by providing resources, education and support thereby reducing stress and depression	50% of caregivers will show improvements when compared to baseline	Caregiver Survey Attendance at Quarterly Social Time mtgs Resource Library	All Clients & Caregivers	At a minimum Bi-annually
4. Decrease hospital or emergency room visits	80% of clients will have no or fewer hospital or emergency room visits.	Attendance Records Progress Notes	All Clients	Quarterly

3. **Explanation of Results** - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) **Outcome # 1**
Successes:
Challenges:
Adjustments:

b) **Outcome # 2**
Successes:
Challenges:
Adjustments:

c) **Outcome # 3**
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency 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 me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		**DAY PROGRAMS (Al'z Place, ARC & EasterSeals)**
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

February 8, 2011 Regular BoCC Meeting
Agenda Item #27

Title
Jail Kitchen Renovation: Bid 11-441 (Amended)

Amount
N/A

Description
Request Approval of the Finance Report to approve and award Bid 11-441; Alachua County Jail Kitchen Renovation and authorize staff to negotiate a contract.

Recommendation
Approve the award of Bid 11-441; Alachua County Jail Kitchen Renovation, to Mandese White Construction, Inc., and authorize staff to negotiate a contract.

Alternative(s)
That the Board reject the award of Bid #11-441; Alachua County Jail Kitchen Renovation.

Requested By
Charlie Jackson

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
The recommendation of the Facilities Management Division is to approve the award of Bid #11-441; Alachua County Jail Kitchen Renovation, to Mandese White Construction, Inc., in the amount of $341,000.00, as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

Background
Alachua County Jail kitchen was new infrastructure built in 1994 as part of the Main Jail expansion. The Jail Kitchen has provided over 17,520,000 meals to inmates in 16 years. December 15, 2009 CH2MHill was issued a Task Assignment to Design a New Modern Highly Efficient Food Production Kitchen for $49,974.00. Purchasing had advertised per Purchasing Policy, bid #11-441 was opened December 15, 2010. Mandese White was the lowest responsible bidder at $335,000.00 with an alternate of $6000.

Issues
Jail kitchen food preparation equipment, flooring etc. is beyond the life cycle costs as originally designed. Flooring and equipment are a safety hazard to inmates and staff.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 11441FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

January 19, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid #11-441; Alachua County Jail Kitchen Renovation

Deadline for Receipt of Bids:	2:00 pm, Wednesday, December 15, 2010
Advertisement Dates:	October 27, 2010 and November 3, 2010
Notifications sent to:	917 Vendors
Solicitations Requested by:	51 Vendors
Bid(s) Received From:	7 Vendors

Firms:	**Base Bid**	**Alternate #1**
Anglin Construction Company Gainesville, FL	$539,200.00	$ 1,800.00
Atlantic Icon, Corp. Hollywood, FL 33020	$443,634.12	$18,976.43
Britt Construction, Inc. Oakland, FL	$419,900.00	
CCI Cabot Construction, Inc. Gainesville, FL	$486,644.00	$ 4,500.00
Mandese White Construction, Inc. Gainesville, FL	$335,000.00	$ 6,000.00
Oelrich Construcion, Inc. Newberry, FL	$524,900.00	$ 8,000.00
Slack Construction, Inc. Ocala, FL	$565,231.00	

Administrative Recommendation:

The recommendation of the Facilities Management Division is to approve the award of Bid #11-441; Alachua County Jail Kitchen Renovation, to Mandese White Construction, Inc., in the amount of $341,000.00 (Base Bid $335,000.00 plus Alternate #1 $6,000.00), as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

APPROVED THIS 8th DAY OF February, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm

February 8, 2011 Regular BoCC Meeting
Agenda Item #28

Title
Annual Pavement Marking Services Contract with Jenkins Painting, Inc. (Amended)

Amount
N/A

Description
Approval of Third Amendment to the Annual Pavement Marking Services Contract with Jenkins Painting, Inc.

Recommendation
Approve the Third Amendment to the Agreement with Jenkins Painting, Inc. to provide Annual Pavement Marking Services

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek 352-548-1214

Originating Department
Public Works

Attachment(s) Description
Third Amendment to Agreement with Jenkins Painting, Inc.

Documents Requiring Action
Third Amendment to Agreement with Jenkins Painting, Inc. (1 original)

Executive Summary
Bid # 09-6, Annual Pavement Marking Services was opened on April 30, 2008. Jenkins Painting Inc. was the lowest responsible and responsive bidder. The Board of County Commissioners approved the Finance Report on August 14, 2008, which recommended awarding a contract to Jenkins Painting Inc. The Board of County Commissioners approved a contract with Jenkins Painting Inc. on September 23, 2008 for Annual Pavement Marking Services. The second amendment to the contract was approved by the Board of County Commissioners on September 28, 2010 to extend the contract for a third year and provide a budget of $200,000 for striping and marking services for FY 2011. This third amendment adds two additional pay items to the contract to provide for rumble strips and audible stripes. This amendment does not increase the budgeted amount of $200,000 approved by the Board of County Commissioners on September 28, 2010.

Background
Bid # 09-6, Annual Pavement Marking Services was opened on April 30, 2008. Jenkins Painting Inc. was the lowest responsible and responsive bidder. The Board of County Commissioners approved the Finance Report on August 14, 2008, which recommended awarding a contract to Jenkins Painting Inc. The Board of County Commissioners approved a contract with Jenkins Painting Inc. on September 23, 2008 for Annual Pavement Marking Services. The second amendment to the contract was approved by the Board of County Commissioners on September 28, 2010 to extend the contract for a third year and provide a budget of $200,000 for striping and marking services for FY 2011. This third amendment adds two additional pay items to the contract to provide for rumble strips and audible stripes. This amendment does not increase the budgeted amount of

$200,000 approved by the Board of County Commissioners on September 28, 2010.

Issues
N/A

Fiscal Recommendation
Approve amendment. Contract is budgeted in FY 2011.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Operating Funds

Account Code(s)
149-7910-541.46-51

Attachment: Jenkins 3rd Amend Final.pdf

THIRD AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND JENKINS PAINTING, INC. FOR ANNUAL PAVEMEMT MARKING SERVICES

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into this 8th day of February A.D., 2011, 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 Jenkins Painting, Inc.. hereinafter referred to as "Contractor":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated September 23, 2008, for the provision of Annual Pavement Marking Services; and,

WHEREAS, the parties hereto previously entered into a FIRST AMENDMENT to the agreement dated October 13, 2009; and,

WHEREAS, the parties hereto previously entered into a SECOND AMENDMENT to the agreement dated September 28, 2010; and,

WHEREAS, the parties wish to amend the agreement,

NOW, THEREFORE, the parties hereby agree to amend the September 23, 2008, agreement as follows:

A. Attachment "A" to the Agreement is hereby amended to add the following pay items to Item #2, Thermo Plastic Striping under Part D of the Bid Form,

1. Thermoplastic Rumble Strips:
   a. The unit of measure will be described as Per Set (Total of 4 lines).
   b. The unit cost will be $175.00 per set.

2. Thermoplastic Audible and Vibratory Pavement Markings (White or Yellow):
   a. The unit of measure will be described as Net Miles
   b. The Unit Cost will be as follows:
      i. 0-2 Miles = $7570.00 per net mile
      ii. 2-5 Miles = $6335.00 per net mile
      iii. 5-10 Miles = $5925.00 per net mile

B. This Amendment is effective on the date first written above and will continue under the terms and specifications, as amended, of the Agreement or Amendment currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated September 23, 2008, 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: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST: (By Corporate Officer)

By: Dewayne Jenkins
Print: DEWAYNE JENKINS
Title: V-P

JENKINS PAINTING INC.

By: Stephanie Jenkins Kidd
Print: Stephanie Jenkins Kidd
Title: President

February 8, 2011 Regular BoCC Meeting
Agenda Item #29

Title
FY 10/11 Schedule of Fees and Charges for Services to correct textual omissions. (Amended)

Amount
N/A

Description
Request Adoption of the Resolution revising the FY 10/11 Schedule of Fees and Charges for Services to correct textual omissions.

Recommendation
Adopt the resolution revising the FY 10/11 Schedule of Fees and Charges for Services to correct textual omissions.

Alternative(s)
Do not adopt the resolution revising the FY 10/11 Schedule of Fees and Charges for Services to correct textual omissions.

Requested By
Zeriah K. Folston, MPA

Originating Department
Office of Management and Budget

Attachment(s) Description
Resolution, Exhibit A - FY 10/11 Schedule of Fees and Charges for Services, and Strike through/Underline pages.

Documents Requiring Action
Resolution

Executive Summary
Staff requests the Alachua County Board of County Commissioners (BoCC) adopt the attached Resolution revising pages 15, 18 and 45 of the FY 10/11 Schedule of Fees and Charges for Services to correct textual omissions.

Background
Text was inadvertently omitted from the final printed version of the FY 10/11 Schedule of Fees and Charges for Services that the BoCC adopted on Septemebr 14, 2010. This resolution seeks to correct these texutal omissions.

Issues
Due to current textual omissions in the FY 10/11 Schedule of Fees and Charges for Services, certain titles and descriptions do not properly reflect the intent of the affected fees. This resolution will fully resolve this issue.

Fiscal Recommendation
Adopt the resolution

Fiscal Alternative(s)
Do not adopt the resolution

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Fee Schedule Textual Omissions Resolution.pdf
Attachment: FY11 Fee Schedule Final Underline Version.pdf
Attachment: EXHIBIT A FY11 Fee Schedule FINAL.pdf

RESOLUTION 11-09

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, REVISING THE SCHEDULE OF FEES AND CHARGES FOR THE 2010-11 FISCAL YEAR FOR CERTAIN SERVICES RENDERED BY THE COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida, is authorized to establish and collect fees and charges for certain services rendered by the County; and,

WHEREAS, the County has determined a need to correct textual omissions; and

WHEREAS, Resolution 10-75 was adopted by the Board on September 14, 2010 for the 2010-11 fiscal year; and

WHEREAS, the existing schedule of fees and charges has been reviewed and revised and the attached revised schedule represents a reasonable reimbursement to the County for its actual costs in providing County services for the 2010-11 fiscal year and the Board wishes to adopt such schedule;

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

1. The schedule of certain revised fees and charges for the 2010-11 fiscal year, attached hereto as Exhibit "A"

and incorporated herein by reference is hereby adopted and shall be effective upon adoption.

2. Except as revised herein all other fees and charges as amended by the Board of County Commissioners by resolution 10-75, which was adopted by the Board on September 14, 2010, for the 2010-11 fiscal year, remain unchanged.

DULY ADOPTED in regular session, this 8th day of February, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk
(SEAL)

APPROVED
AS TO FORM

_____
David W. Wagner, Attorney

EXHIBIT A

Alachua County
FY10/11
Schedule of Fees and Charges for Services



Prepared by: Office of Management & Budget

SCHEDULE OF FEES AND CHARGES FOR SERVICES
TABLE OF CONTENTS

ORIGINATING DEPARTMENT	PAGE
COUNTYWIDE	1-3
ADMINISTRATIVE SERVICES	3
FACILITIES	3
ORGANIZATIONAL	3
COMMUNITY SUPPORT SERVICES	3-10
PUBLIC HEALTH UNIT	3
COURT SERVICES	11-13
COMMUNITY SERVICES	11
DAY REPORTING	11
DRUG COURT	11
METAMORPHOSIS	12
NOTARY FEES	12
PRETRIAL	12
PROBATION	13
WORK RELEASE	13
ENVIRONMENTAL PROTECTION	13-16
DISPOSAL AND SUPPLY COSTS FOR CONDITIONAL EXEMPT SMALL QUANTITY GENERATOR (CESQG) BUSINESSES OF HAZARDOUS WASTES	13
ENVIRONMENTAL REVIEW APPLICATION FEE	15
HAZARDOUS MATERIALS AND WATER QUALITY PROGRAMS	15
GROWTH MANAGEMENT	17-27
DEVELOPMENT REVIEW	17
PLANNING AND LAND USE FEES	18
BUILDING PERMITTING AND CODES ENFORCEMENT	22
INFORMATION SERVICES	27
DATA	27
TELEPHONE	27
MURPHREE LAW LIBRARY	28

SCHEDULE OF FEES AND CHARGES FOR SERVICES
TABLE OF CONTENTS

ORIGINATING DEPARTMENT	PAGE
PUBLIC SAFETY	28-37
EMERGENCY MEDICAL SERVICES	28
EMERGENCY MANAGEMENT PLAN REVIEW	33
SHARPS DISPOSAL PROGRAM	33
WILDFIRE MITIGATION PROGRAM	33
FIRE PREVENTION PLAN REVIEW AND INSPECTIONS	34
PUBLIC WORKS	38-45
ANIMAL SERVICES	38
DEVELOPMENT REVIEW & SIGNS	41
FLEET MANAGEMENT FEES	42
SANTA FE HILLS WATER SYSTEM	43
WASTE MANAGEMENT	43
SHERIFF	46-47

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

The Board of County Commissioners of Alachua County, Florida, is authorized to establish and collect fees and charges for certain services rendered by the County. It has been deemed advisable to review and revise the existing schedule of fees and charges on an annual basis during the budget adoption process in order to establish a schedule of fees and charges for the upcoming fiscal year. These services are available to all residents of the County, but are not needed by the majority of residents, therefore, those utilizing the services are charged for the service. All fees and charges are to represent a reasonable reimbursement to the County for its actual cost in providing the County service. All requested changes to the Schedule of Fee and Charges during the fiscal year are presented to the Board of County Commissioners for its review and approval.

Originating Department	Description of Service to be Furnished	Fee
COUNTYWIDE	**COLLECTION FEE:**	
	This is a supplemental fee assessed to accounts placed with a collection agency. The fee will be the current contracted collection agency percentage fee of the balance due at the time the account is transferred to the collection agency. The collection fee will be removed if the account is removed from placement with the collection agency.	Amount charged by collection agency
	COMPUTER REPLACEMENT:	
	Yearly Rental Rate = $\frac{\text{Cost of Computer Equipment}}{\text{Life Expectancy in Years}}$ OR Annual Lease Rate will be Charged to the Department at Cost	
	DEVELOPMENT REVIEW APPLICATION FEES:	
	The County Manager may waive development review application fees and charges to not-for-profit corporations that submit affordable housing projects (See the Alachua County Land Development Code for the definition of affordable housing).	
	DISHONORED CHECKS:	
	For checks dishonored by the bank, there will be a service charge in accordance with the amounts allowed under Florida Statutes at the time the check is dishonored. Chapter 68.065 (Actions to Collect Worthless Checks), Chapter 125.0105 (Service Fee for Dishonored Checks), Chapter 832.07 (Prima Facie Evidence of Intent) and Chapter 832.08 (State Attorney Bad Check Diversion Program) All pertain to fees on dishonored checks. The amounts as of July 1, 1996 are: $25.00 if the face value of the check does not exceed $50.00, $30.00 if the face value exceeds $50.00 but does not exceed $300.00, $40.00 if the face value exceeds $300.00, or up to 5% of the face amount of the check, whichever is greater	



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COUNTYWIDE	**DOCUMENT/COPYING FEES:**	
	Documents copied by private vendor	Sold at per copy cost for printing
	Staff Zoning Reports	$1.00 / report
	Documents copied onto media: (i.e.., Audio or Video Cassettes, Compact Disc or Diskettes)	Cost of media (+) hourly rate of employee copying files (x) time required
	Documents copied by County Staff	
	Plain color copies:	
	Single sided:	$0.15 / page single sided
	Double sided:	$0.20 / page double sided
	Color Prints:	
	Tabloid Size:	$0.60 / side
	Legal Size:	$0.40 / side
	Letter Size:	$0.30 / side
	Color Copies:	
	Tabloid Size:	$0.60 / side
	Legal Size:	$0.40 / side
	Letter Size:	$0.30 / side
	Plots:	
	Plots with queries:	$35.00 / hour
	Plots not requiring queries:	$25.00 / plot
	Wide Format Copies:	
	24x36 [inches]	$1.00
	30x42 [inches]	$1.50
	Larger than 30x42	$1.50 + $0.10 / linear ft
	Certified Copies:	
	Preparation of a certified copy of any public record	Additional $1.00 / copy
	Note: If total amount for copies is less than $1.00, there will be no charge.	

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COUNTYWIDE	**DOCUMENT/COPYING FEES:**	
	Special Service Charges as authorized by section 119.07(1)(b), Florida Statutes, when the nature or volume of public records requested to be inspected, examined or copied requires extensive use of information technology resources or extensive clerical or supervisory assistance by County personnel, including the requirement to safeguard records during their inspection.	Hourly rate of employee(s) providing service.
	Extensive means that the request will take more than 30 minutes to locate the records, review for confidential information and copy, or to observe the inspection of records to safeguard them from loss or destruction.	
	Copying blueprints	Approx. $4.50 / print depending on outside vendor cost
	VEHICLE REPLACEMENT:	
	Yearly Rental Rate = (Cost of Vehicle *10% Inflationary Factor) + Cost of Vehicle (including finance charges) / Life Expectancy in Years	
ADMINISTRATIVE SERVICES	**FACILITIES:**	
(352) 374-5229	Main Street Parking Lot	$5.00 / month
(352) 337-6128	**ORGANIZATIONAL DEVELOPMENT & TRAINING:**	
	Registration costs for Constitutional office employees, county municipalities and outside agencies to participate in training sessions or workshops provided or hosted by the Organizational Development and Training Office.	Non-County Presenter: $60.00 / person County Presenter: $45.00 / person
COMMUNITY SUPPORT SERVICES	**PUBLIC HEALTH UNIT (PHU):**	
	ANY OFFICE PROCEDURE NOT LISTED IN FEE SCHEDULE:	Billed at office visit rate
(352) 264-6700	**AUDITORIUM USE:**	
	Conference Room	1-4 hrs / 5-8 hrs
	A	$50 / $100
	B	$25 / $50
	C	$25 / $50
	ABC	$100 / $200
	Set up fee:	
	By Presenter	No Charge
	By ACHD Staff	$25.00

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COMMUNITY SUPPORT SERVICES (352) 264-6700	**PUBLIC HEALTH UNIT:**	
	AUDITORIUM USE:	
	Clean-up fee:	
	Non-Food Event:	
	By Presenter	No Charge
	By ACHD Staff	$10.00
	Food Event:	
	By Presenter	$10.00
	By ACHD Staff	$25.00
	Deposit (refunded if clean and no damage/spills)	$50.00
	Cancellations:	
	48 hour notice	No Charge
	<48 hour notice	$25.00
	Damage	Repair/replacement cost
	DENTAL:	
	Charged in accordance with current medicaid rate.	
	ENVIRONMENTAL HEALTH:	
	Development Review Committee Plan Reviews for Each Development or Phase	$50.00
	Private school inspections Annual Operating Permit (AOP) and Public Schools Without Food Service	$100.00
	Recreational camp inspections (AOP)	$100.00
	Adult Congregate Living Facilities	$70.00
	Late Renewal Fee for All Environmental Health Programs	$25.00
	Reinspection for Noncompliance: Swimming Pools, Tanning Salons and Mobile Home Parks	$40.00
	WATER PROGRAM FEES:	
	Sample Collection Fee	$50.00
	Bacteriological Analysis per sample	$20.00
	Well Surveys for Site Assessment	$200.00 for 1/4 mile $800.00 for 1/2 mile $1,600.00 for 1 mile
	Well Surveys for private environmental consultants	$200.00
	IMMUNIZATIONS:	
	CHILDHOOD IMMUNIZATIONS:	
	No charge for required immunizations of children through 12th grade. All children receiving foreign travel inoculations must be charged according to the fee schedule. Medicaid does not pay for ADULT immunizations, or any immunizations for children that are not required.	
	NON-CHILDHOOD IMMUNIZATIONS:	
	All non-childhood vaccinations will be subject to an administrative fee per shot.	Administrative Fee



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COMMUNITY SUPPORT SERVICES (352) 264-6700	**PUBLIC HEALTH UNIT:**	
	IMMUNIZATIONS:	
	ADMINISTRATIVE FEE	$20.00
	NON-CHILDHOOD IMMUNIZATIONS:	
	All non-childhood vaccinations will be subject to a processing fee per shot.	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	ADULT IMMUNIZATIONS:	
	Tetanus/Diphtheria	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Injectable Polio Vaccine (IPV)	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Oral Polio Vaccine (OPV)	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Measles, Mumps & Rubella	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Measles only	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Mumps only	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	IMMUNIZATIONS FOR ALL AGES:	
	Cholera	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Hepatitis B Immune Globulin	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Hepatitis B Immunization	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COMMUNITY SUPPORT SERVICES	**PUBLIC HEALTH UNIT:**	
	IMMUNIZATIONS:	
	ADMINISTRATIVE FEE	$20.00
(352) 264-6700	**IMMUNIZATIONS FOR ALL AGES:**	
	Children < 11 years old	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Children 11-19 years old	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Immune Globulin	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Japanese Encephalitis	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Influenza	$25.00 per shot
	Meningococcal Vaccine	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Pneumococcal Vaccine	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Typhoid	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Oral Typhoid Vaccine (On request)	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee
	Yellow Fever	(Cost of Vaccine + Administrative fee) + 25% of cost of vaccine and administration fee

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COMMUNITY SUPPORT SERVICES (352) 264-6700	**PUBLIC HEALTH UNIT:**	
	IMMUNIZATIONS FOR ALL AGES:	
	Foreign Travel Consultation	$50.00 per person or $80.00 for parent(s) with own children <18
	Immunization Booklet Replacement Fee	$20.00
	Private Well Clearance:	
	Bacteriological Analysis	$40.00
	Plan Review/Permit	$40.00
	TOTAL	$80.00
	On Site Sewage Treatment and Disposal System	
	OSTDS PROGRAM FEES:	
	Site Evaluation only (no permit):	
	Application / Plan Review	$100.00
	Site Evaluation	$115.00
	Application (Local PHU Surcharge)	$55.00
	TOTAL	$270.00
	New System Without Well	
	OSTDS Construction Application and Plan Review, New	$100.00
	OSTDS Construction Site Evaluation	$115.00
	OSTDS Construction Permit (New or Mod, Amendment)	$55.00
	OSTDS Construction System Inspection	$75.00
	OSTDS Construction System Inspection Research Fee	$5.00
	Timed Inspection (Local PHU Surcharge)	$45.00
	Application (Local PHU Surcharge)	$55.00
	TOTAL	$450.00
	New System With Well	
	OSTDS Construction Application and Plan Review, New	$100.00
	OSTDS Construction Site Evaluation	$115.00
	OSTDS Construction Permit (New or Mod, Amendment)	$55.00
	OSTDS Construction System Inspection	$75.00
	OSTDS Construction System Inspection Research Fee	$5.00
	Bacteriological Analysis	$40.00
	Plan Review/Permit	$40.00
	Timed Inspection (Local PHU Surcharge)	$45.00
	Application (Local PHU Surcharge)	$55.00
	TOTAL	$530.00
	Repair Permit	
	OSTDS Construction Repair or Mod Site Evaluation	$115.00
	OSTDS Construction System Inspection	$75.00
	OSTDS Construction System Inspection Research Fee	$5.00
	OSTDS Construction Permit (Repair)	$55.00
	OSTDS Construction Application & Existing System	$50.00
	TOTAL	$300.00
	OSTDS Construction Reinspection	$50.00



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COMMUNITY SUPPORT SERVICES	**PUBLIC HEALTH UNIT:**	
	On Site Sewage Treatment and Disposal System	
	OSTDS PROGRAM FEES:	
(352) 264-6700	OSTDS Construction Abandonment Permit and Inspect.	$50.00
	Application (Local PHU Surcharge)	$55.00
	TOTAL	$105.00
	Holding Tank Permit	
	OSTDS Construction Permit (New or Mod, Amendment)	$55.00
	OSTDS Construction System Inspection	$75.00
	Application (Local PHU Surcharge)	$55.00
	Holding Tank Application	$100.00
	OSTDS Construction System Inspection Research Fee	$5.00
	TOTAL	$290.00
	Modification Permit (straight modification permit without existing system denial)	
	OSTDS Construction Repair or Mod Site Evaluation	$115.00
	OSTDS Construction Permit (New or Mod, Amendment)	$55.00
	OSTDS Construction System Inspection	$75.00
	OSTDS Construction Application & Existing System	$50.00
	Timed Inspection (Local PHU Surcharge)	$45.00
	Application (Local PHU Surcharge)	$55.00
	TOTAL	$395.00
	Existing System (less than 3 years)	$35.00
	OTHER:	
	Antibody Titer (Measles, Rubella)	Lab Cost + Admin Fee
	Antibody Titer (Rabies)	Lab Cost + Admin Fee
	Anti-HBs (Hepatitis B Antibody)	Lab Cost + Admin Fee
	Body piercing: Annual renewal training (4 hrs+lab)	$100/participant
	Chest X-Ray	$75.00
	Childbirth/Parenting Class	$25.00
	Colposcopy	$250.00
	CPR Class	$40.00 processing fee based on certifying agency
	Cryo/Chemical Treatment of Genital Warts	$25.00
	Diabetic Teaching	Lab Cost + Admin Fee
	HBs Ag (Hepatitis B Antigen)	Lab Cost + Admin Fee
	Lead Testing	Lab Cost + Admin Fee
	Lyme Disease/Erlichiosis/RMSF/Q Fever	Lab Cost + Admin Fee
	Medical Records Copying	$1.00 per page
	Nursing CE Provider Packet	$35.00 Processing fee
	Pregnancy Test HCG & Pelvis	$5.00 Supply Fee
	Pregnancy Test Serum HCG Quantative	Lab Cost + Admin Fee
	RPR (Syphilis Test)	Lab Cost + Admin Fee

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COMMUNITY SUPPORT SERVICES (352) 264-6700	**PUBLIC HEALTH UNIT:**	
	OTHER:	
	Signing of out of state marriage license applications	$25.00
	TB Skin Test	$20.00
	TB Symptom Screening	$20.00
	Varicella Zoster Titer	Lab Cost + Admin Fee
	PRIMARY CARE CLIENT FEES BY PROCEDURE AND FEE GROUP:	
		100%
	Office Visit (includes any services not listed below)	Range= $60.00 -$100.00
	Annual Exam (initial) Family Planning	$106.00
	Annual Exam (return) Family Planning	$80.00
	School Physical	$25.00
	Sickle Cell Screen for Sports Physical	$8.00
	Blood Pregnancy Test	$61.00
	Urine Pregnancy Test Supply Fee	$5.00
	Colposcopy with Biopsy	$250.00
	Colposcopy without Biopsy	$200.00
	Cryosurgery	$150.00
	Depo Provera	$53.00
	Diaphragm with Fitting	$83.00
	EKG	$26.00
	Endometrial Biopsy	$100.00
	Cryo/Chemical Treatment of Genital Warts	$25.00
	I.U.D. Insert	$250.00
	I.U.D. Removal	$75.00
	Norplant Removal	$66.00
	Physical Exam (adult or child) Primary Medical Services	$106.00
	STD Lab Screening (Asymptomatic without known contact)	$50.00
	Venipuncture	$20.00

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COMMUNITY SUPPORT SERVICES (352) 264-6700	**PUBLIC HEALTH UNIT:**	
	PRIMARY CARE CLIENT FEES BY PROCEDURE AND FEE GROUP:	
	For laboratory and radiological services, clients will pay based on their income according to Federal Guidelines using current provider fee schedule. Example:	
	CLIENT NET INCOME	CHARGE
	100% of federal poverty level	Zero charge
	101% - 119% of federal poverty level	17% of the current charge
	120% - 139% of federal poverty level	33% of the current charge
	140% - 159% of federal poverty level	50% of the current charge
	160% - 179% of federal poverty level	67% of the current charge
	180% - 199% of federal poverty level	83% of the current charge
	Above 200% of federal poverty level	100% of the current charge
	RABIES VACCINE:	
	Pre-Exposure Rabies	Cost of Vaccine + Administrative Fee
	Post-Exposure Rabies	Cost of Vaccine + Administrative Fee
	(2 shots immunized/5 shots unimmunized)	
	First session Administration Fee	$45.00
	Remaining doses/Administration Fee	$20.00
	SEXUALLY TRANSMITTED DISEASE:	
	Fees are based on sliding fee scale (as shown above) except stand alone lab screening which are fee for service.	
	TUBERCULOSIS:	
	PPD	$20.00
	X-Ray	$75.00
	VITAL STATISTICS:	
	Birth Certificates	$15.00
	Birth Certificates: Additional copies	$7.00
	Death Certificates	$10.00
	Notary Services	$5.00



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COURT SERVICES (352) 338-7390	**COMMUNITY SERVICES:**	
	Intake fee of $10 per community service orientation. Hardship waiver available for those in need.	$10.00 / orientation
	DAY REPORTING PROGRAM:	
	Assessment Fee -- Individuals required to attend Batterer's Intervention are required to have a professional assessment	$40.00
	Breathalyzer mouthpiece replacement	$2.00 each
	Breathalyzer services to individuals not in program	up to $50.00 / test
	Class fee for individuals not in program	$10.00 / class
	DWLSR Driver's License Class Sliding Fee of up to $55.00 per test	$55.00 / course
	Drug Test	$15.00
	Home Breathalyzer Monitor/Sobrietor -- Fee is assessed to pay for cost of equipment	$3.75 / day
	Indigent participants may perform community service hours in lieu of cash payment for all fees at the rate of $10.00 per hour.	
	Program Services Fee -- Fee is assessed to pay for services provided by the program. Services may include but are not limited to: Batterer's Intervention Program, Life Skills Groups, urine and breath testing, Substance Abuse Prevention and Intervention.	$20.00 / week
	DRUG COURT:	
	Program fee includes supervision, drug tests, acupuncture, psychosocial evaluation, case management, individual and group counseling. Community service may be performed in lieu of cash payment at the rate of $10.00 per hour	$20.00 / week
	Drug Court program clients: Active Drug Court and Day Reporting clients are exempt from this fee.	
	Drug Court participants from outside Alachua County pay $45.00/week for the cost of courtesy supervision provided by Alachua County.	$45.00 / week
	Graduate Aftercare Fee	$10.00 / week
	Drug Test	$15.00



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COURT SERVICES (352) 338-7390	**METAMORPHOSIS:**	
	Upon admission to the program, clients will be charged up to $100 per month for wait listed beds, determined by the sliding scale listed below. Upon entering the working phase of the program, clients in these beds will pay 50% of their net income up to $100 per month for wait listed beds, determined by the sliding scale listed below. A limited number of non-waitlisted beds is available for $5,000 per month and are not subject to the sliding scale. Sliding Scale based on federal poverty guidelines:	
	CLIENT NET INCOME	CHARGE
	100% of federal poverty level or less	Zero charge
	101% - 119% of federal poverty level	15% of the current charge
	120% - 139% of federal poverty level	33% of the current charge
	140% - 159% of federal poverty level	50% of the current charge
	160% - 179% of federal poverty level	67% of the current charge
	180% - 199% of federal poverty level	83% of the current charge
	Above 200% of federal poverty level	100% of the current charge
	NOTARY FEES:	
	Non-business related notary services performed	$10.00
	PRETRIAL:	
	Pretrial: Electronic Monitoring (EM)/Global Positioning System (GPS) Fees:	
	EM daily fee	$7.96 / day
	GPS daily fee	$10.85 / day
	Sliding scale based on Federal poverty guidelines:	
	100% of Federal poverty level	Zero charge
	101% - 159% of Federal poverty level	50% of the current charge
	160% - 199% of Federal poverty level	75% of the current charge
	Above 200% of Federal poverty level	100% of the current charge
	Probation and Work Release: EM/GPS Fees:	
	EM daily fee	$7.96 / day
	GPS daily fee	$10.85 / day
	Probation and Work Release are sentenced offenders and the sliding scale will NOT be used for the daily fees incurred for EM and GPS monitoring and equipment usage.	



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
COURT SERVICES SERVICES (352) 338-7390	**PROBATION:**	
	Cost of supervision.	Up to $50.00 / month
	This fee is not automatically assessed and is ordered by sentencing Judge as a condition of probation and actual fee assessed may vary. Indigent probationers may perform community service in lieu of cash payments, with the approval of the court. Use sliding fee schedule of up to $50 per month. **Probation Clients:** Will also pay standard Cost of Supervision and Fines and Restitution as ordered by the Court.	
	WORK RELEASE:	
	Alachua County Residents	50% of resident's net pay
ENVIRONMENTAL PROTECTION (352) 264-6800	**DISPOSAL AND SUPPLY COSTS FOR CONDITIONAL EXEMPT SMALL QUANTITY GENERATOR (CESQG) BUSINESSES OF HAZARDOUS WASTES:**	
	NOTE: These fees are the hazardous waste disposal costs for Conditionally Exempt Small Quantity Generator (CESQG) businesses and counties with an interlocal agreement with Alachua County. The Household Hazardous Waste Collection Center will accept CESQG waste during normal operational hours. The fees are to cover disposal costs, labor and supplies for the proper disposal of hazardous wastes generated by CESQG businesses in Alachua County and the HHW counties with an interlocal agreement .	
	LOT A-BULK PACKS	
	Alkyd Paint	$2.00 / gal
	Antifreeze	$1.00 / gal
	Corrosive liquids	$3.00 / gal
	Flammable, combustible liquids	$2.00 / gal
	Formalin Solution	$3.00 / gal
	Non-hazardous liquids, NON-RCRA	$1.50 / gal
	Latex Paint	$2.50 / gal
	Pesticides, liquids	$9.00 / gal
	Pesticides, solids	$1.25 / lb
	Photographic solutions	$3.00 / gal
	Sludges	$3.00 / gal
	Solids, hazardous	$0.35 / lb
	Solids, hazardous-55 gallon drum	$210.00 / drum
	Solids, hazardous-Cubic yard box	$460.00 / cu. yd.
	Solids, non-hazardous	$0.15 / lb
	Solids, non-hazardous-55 gallon drum	$90.00 / drum
	Solids, non-hazardous-Cubic yard box	$260 / cu. yd.
	Wastewaters, non hazardous	$1.00 / gal



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
ENVIRONMENTAL PROTECTION (352) 264-6800	DISPOSAL AND SUPPLY COSTS FOR CONDITIONAL EXEMPT SMALL QUANTITY GENERATOR (CESQG) BUSINESSES OF HAZARDOUS WASTES:	
	LOT B - LOOSE PACKS	
	20 /lb propane tank	$2.00 / unit
	5 /gallon pail of oil filters	$5.00 / unit
	55 /gallon drum oil filters	$20.00 / drum
	Aerosol cans	$2.00 / lb
	Alkyd Paint less than or equal to 1 gallon	$0. 65 / lb
	Alkyd Paint less than or equal to 5 gallon	$0. 65 / lb
	ARC/UV Lamps	$5.00 / unit
	Batteries, Lithium/ mixed button	$1.00 / lb
	Batteries, Ni-Cad, wet or dry cell	$1.00 / lb
	Capacitors	$1.00 / lb
	Computer Monitors, 19" or less	$2.50 / unit
	Computer Monitors, over 19"	$3.50 / unit
	Fluorescent lamps Irregular shape (circular)	$0.25 / unit
	Fluorescent lamps Compact	$0.25 / unit
	Fluorescent lamps less than 4 ft	$0.25 / unit
	Fluorescent lamps more than 4 ft	$0.25 / unit
	HID, Metal Halide, Mercury Vapor Lamp	$1.25 / unit
	Non PCB Ballasts	$0.50 / unit
	PCB Ballasts	$0.75 / unit
	Products in containers liquids/solids, Hazardous	$5.00 / gal
	Products in containers liquids/Solids, Non-Hazardous	$3.00 / gal
	Televisions, 19" or less	$7.00 / unit
	Televisions, over 19"	$11.00 / unit
	LOT C - LAB PACKS	
	Corrosive liquids	$5.00 / gal
	Corrosive liquids, acid or alkaline, toxic	$5.00 / gal
	Corrosive liquids, Oxidizing	$8.00 / gal
	Corrosive solids, acid or alkaline, toxic	$1.00 / lb
	Cyanides, liquid or solid	$18.00 / gal
	Flammable liquids	$6.00 / gal
	Flammable solids	$1.25 / lb
	Isocyanates, liquid or solid	$13.00 / gal
	Mercury debris	$4.00 / lb
	Mercury in manufactured containers	$5.00 / lb
	Mercury salts, liquid or solid	$13.00 / gal
	Mercury, elemental	$5.00 / lb
	Oxidizers, liquid or solid, toxic	$7.00 / lb
	Oxidizing liquids	$7.00 / gal
	Oxidizing solids	$1.00 / lb
	PCB's	$2.50 / lb
	Peroxides, inorganic	$7.00 / gal



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
ENVIRONMENTAL PROTECTION (352) 264-6800	**DISPOSAL AND SUPPLY COSTS FOR CONDITIONAL EXEMPT SMALL QUANTITY GENERATOR (CESQG) BUSINESSES OF HAZARDOUS WASTES:**	
	LOT C - LOOSE PACKS	
	Peroxides, organic	$13.00 / gal
	Poison liquids	$7.00 / gal
	Poison solids	$1.00 / lb
	Reactive	$10.00 / lb
	LOT D - SUPPLIES	
	10' x 20' tent rental (including set up and take down)	$150.00 / day
	1A2 55/gallon drum	$30.00 / unit
	1H2 5/gallon pail	$10.00 / unit
	75% Post-consumer Recycled Paint for Purchase	$2.00 / gal or $10.00 / 5 gal pail
	85 /gallon over pack drum	$100.00 / unit
	Absorbent pad (18 in x 18 in)	$0.50 / unit
	Abzorbit (1.2 cubic foot bag)	$12.00 / unit
	Disposal of 55 /gal drum	$10.00 / unit
	Metals analysis for hazardous waste testing	$150.00 / sample
	P-85 Lamp Tube	$10.00 / unit
	P-85/8 Lamp Tube	$15.00 / unit
	Vermiculite (4 cubic foot bag)	$10.00 / unit
	ENVIRONMENTAL REVIEW APPLICATION FEE:	
	NOTE: Fees shall double if the activity under review was started or conducted prior to receipt of all necessary approvals.	
	Review/renewal of Environmental Monitoring Plans	$3,700.00
	Review of Environmental Monitoring Submissions - annual charge	$1,525.00
	Review/renewal of Environmental Monitoring Plans - minor category (determination of "minor" made at the time of application)	$260.00
	Review of Environmental Monitoring Submissions - minor category - annual charge	$255.00
	HAZARDOUS MATERIALS AND WATER QUALITY PROGRAMS:	
	Investigation, Cleanup and Discharge Response Fees:	
	NOTE: Reimbursable costs incurred by Alachua County associated with the response and/or cleanup of a hazardous material discharge or investigation of a Water Quality Code (Alachua County Land Development Code, Chapter 77) violation shall be charged and billed to the responsible party (or their insurance carrier) and shall include, but not be limited to: cost of cleanup oversight and site rehabilitation report review; cost of equipment operation and maintenance; personnel cost of contracted services; waste transportation and disposal costs; cost of materials; laboratory costs; and County's labor costs. County labor costs associated with a non-transportation oriented hazardous materials discharge will not be charged to the parties who have paid and are not delinquent in paying registration fees associated with the Hazardous Materials Management Code (Alachua County Land Development Code, Chapter 353).	

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
ENVIRONMENTAL PROTECTION (352) 264-6800	County Labor Cost:	$60.00/hour/person for staff time
	Other Reimbursable Costs:	To be billed at cost
	HAZARDOUS MATERIALS:	
	Facility Class	
	AA	$52.00
	A	$104.00
	B	$196.00
	C	$518.00
	D	$633.00
	This is an annual fee.	
	NOTE: The Facility Classes are established by criteria in Alachua County Land Development Code, Chapter 353 as follows: type of use, anticipated volumes of hazardous materials to be stored, the complexity of hazardous materials storage facilities, and the potential for discharge. Fees include cost of applicable Hazardous Materials Storage License.	
	Late Fee	1 1/2% / month on unpaid balance
	Above Ground Storage Tanks	$75.00 per tank
	Late Fee	1 1/2% / month on unpaid balance
	Under Ground Storage Tanks	$75.00 per tank
	Late Fee	1 1/2% / month on unpaid balance
	Plan Review Fees	
	Installation & Secondary Containment Plans	$75.00
	Closure Plans	$150.00
	Pollution Prevention Plans	$150.00
	Alternate Procedures Plans	$75.00
	WATER QUALITY:	
	Wastewater Treatment Plant Inspection - Field Services	$1,325.00 annually / plant
	Late Fee	1.5 % / month on the unpaid balance
	TIMBER SALES:	
	Sale of Timber	Market Price
	SPECIAL SALES:	
	Items that promote water conservation such as rain barrels and other water saving devices.	Cost plus sales tax

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee		
GROWTH MANAGEMENT (352) 374-5249	DEVELOPMENT REVIEW:			
		AMOUNT	RESUBMIT AMOUNT	FEE/AC OVER 10 *
	Preliminary Plan	$2,500	$1,000	$34
	Preliminary Plan over Threshold @	$4,000	$1,000	$34
	Final Plan	$2,000	$1,000	$0
	Plat Review	$1,200	$600	$0
	Rural Unpaved Subdivision-Preliminary Plan	$1,200	$600	$34
	Rural Unpaved Subdivision-Final Plan	$1,000	$600	$0
	Revised Preliminary or Final	$1,500	$0	$0
	Re-Plat	$600	$0	$0
	Preliminary CLSC Determination	$600	$0	$0
	PD Minor Change	$800	$0	$0
	Section Line Waiver	$150	$0	$0
	Minor Plans (Rural Home-Based Business, Limited Uses, change of use, etc.)	$800	$0	$0
	Ag Ponds over 200 Cubic yards	$1,000	$600	$0
	Flood Prone Permits and Docks over 1,000 square feet	$1,500	$600	$0
	Hourly Rate	$65	$0	$0
	Staff Administrative Review	$150	$0	$0

@	As defined in ULDC Section 402-44
*	Area is computed by rounding up to the nearest full acre.
1	Fees shall cover expenses of review conducted during the one-year period commencing on the date the fee is paid; if plans are submitted for the same project more than one year from the date, a new fee shall be required.
2	A new fee shall be required if a significant change in the scope of the project is made.
3	Development review fees shall be doubled when on-site work has started prior to final approval by the Development Review Committee.
4	The base fee includes the initial application, one insufficiency report and resubmittal. If a second insufficiency report is required, the resubmittal fee shall be collected with the second resubmittal.
5	Preliminary plans that are over the threshold are defined in the Unified Land Development Code, Section 402.44.
6	Fees are allocated to Growth Management, EPD, Public Safety and Public Works.

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee	
GROWTH MANAGEMENT (352) 374-5249	**PLANNING AND LAND USE FEES:**		
		AMOUNT	FEE/AC OVER 10 *
	Rezoning to "A" or "C-1" District for a single family lot	$1,500	$14
	Rezoning, Special Use Permit, or Special Exception	$4,000	$21
	Special Use Permit for Mining or Excavation and Fill	$4,000	******
	Special Use Permit and Preliminary Development Plan Review	$5,250	$34
	Planned Development	$5,000	$25
	Planned Development and Preliminary Development Plan Review	$6,250	$34
	Major Amendment (PD, SUP or SE)	$3,500	******
	Minor Amendment (PD, SUP or SE), or Temporary use permit	$1,200	******
	Large Scale Comprehensive Plan Amendment	$7,000	$30
	Small Large Scale Comprehensive Plan Amendment	$4,000	******
	ULDC Amendment	$2,000 base plus hourly	******
	Water Sewer Determination	$1,200	******
	Property Owner Notification (per 50 letters)	$40	******
	Hourly Rate (where applicable)	$65	******
	Proportionate Share Determination	Hourly	******
	Vested Rights Fee	Hourly	******

* Area is computed by rounding up to the nearest full acre.

1 In addition to the staff review fee, Tier II and Tier III applications shall be charged consultant fees to evaluate RF engineering and prepare Visual Impact Simulations as directed by staff.

2 Comprehensive Plan Amendment: Where an applicant submits a proposal for territory other than under his/her direct control, only that area under his/her direct control shall be included for the purposes of calculating the fee. Small scale amendments are applications which conform to Section 163.3187(1)(c), Florida Statutes. No acreage fee shall be assessed for large-scale map amendment applications which request redefinition to the Rural/Agriculture land use classification.

3 Fees are allocated to Growth Management, EPD, Fire and Public Works.



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT	**PLANNING AND LAND USE FEES:**	
	PLANNING AND DEVELOPMENT FEE POLICIES:	
(352) 374-5249	1. No rezoning or plan amendment request shall be accepted for processing until the required application fee, or reduced fee as established by Fee Policy number six, is paid. An application fee may be refunded only if the application is withdrawn prior to the County incurring direct costs in processing the application (i.e. copying and distributing copies to staff, advertising, postage, printing reports, etc.).	
	2. In the event that readvertisement of an application due to any delay or postponement requested by the applicant, or necessitated by some act or failure to act on the part of the applicant, a supplemental fee of $250.00 plus postage costs per advertisement will be charged for a Zoning Application and a supplemental fee of $560 per advertisement for a Comprehensive Plan Amendment or Zoning Ordinance Amendment Request. This supplemental fee is intended to cover additional costs for readvertisement. No additional fee shall be charged if the postponement is requested by the County.	
	3. In the event the Zoning Administrator determines that the specific purpose of an application is to correct an existing situation which has been determined to be, or is alleged to be, a violation of a County zoning ordinance provision or regulation, a supplemental fee equal to the scheduled application fee shall be charged. This policy shall apply whether or not an actual notice of violation has been issued by the Department of Growth Management, Office of Codes Enforcement. This supplemental fee is intended to cover the additional administrative costs and expenses associated with the investigation of the existing situation and the determination of any corrective action required.	
	4. A separate fee shall be charged for each action requested unless the Director of Growth Management determines that the requested action is related to another requested action by the applicant and that the request will require no additional staff time (see Fee Policy number 5).	
	5. The Director of Growth Management may reduce a required application fee where they find: (1) that special circumstances, not under the control of the applicant, justify a reduction in the fee; and (2) that the actual direct cost to the County for processing the application will not exceed the actual fee collected. In no case may a reduced fee be less than advertising cost. No request for reduction in the fee shall be considered unless the request is received within five working days following the date of the application submitted to the Department of Growth Management, Office of Planning and Development.	
	6. The Board of County Commissioners may waive portions or all of the temporary permit fee as a condition of approval when the Board determines that a personal hardship exists on the applicant. The burden of proof of such hardship must be adequately demonstrated by the applicant to the Board.	



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT	**PLANNING AND LAND USE FEES:**	
	PLANNING AND DEVELOPMENT FEE POLICIES:	
(352) 374-5249		
	Development of Regional Impact (DRI) Review	Initial Deposit of $7,500.00
	Florida Quality Development	Initial Deposit of $7,500.00
	Substantial Deviation Determinations	$600.00
	Review of projects determined to be substantial deviations or other amendments to development order.	Initial Deposit of $2,500.00
	DRI Annual Report Review Fee	$250.00
	Public Facilities Annual Report Review Fee for DRI establishing Special District under Chapter 189, Florida Statutes.	$250.00
	Community Development District (CDD) Annual Budget Review Fee (for CDD established pursuant to Chapter 190, Florida Statutes and associated with a DRI)	$500.00
	Community Development District Review Fee	$5,000.00

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT (352) 374-5249	**PLANNING AND LAND USE FEES:**	
	PLANNING AND DEVELOPMENT FEE POLICIES:	
	1. Development of Regional Impact Review deposit will be paid at submission of Application for Development Approval. Florida Quality Development review deposit will be paid at first methodology meeting with County staff. Substantial deviation or other amendments to development order review deposit will be paid upon notification that substantial deviation exists or other amendments to development order is required. 2. All work performed by Alachua county employees, directly and reasonably attributable to review of and recommendations relating to a Development of Regional Impact application, the Florida Quality Development Program, or amendment to a Development Order shall be paid by the applicant. Fees will be based upon the hourly rate of pay and benefits of each employee performing the work multiplied by the number of hours worked, plus 20% indirect cost based on the hourly rate of the employee. Any other additional direct costs incurred by the County in connection with the review and processing of a DRI application, including but not limited to advertising, public notice, duplication of materials, telecommunications, and fees for any outside consultants hired by the County when special expertise beyond County staff is deemed necessary, shall be paid by the applicant. 3. The applicant will be required to pay an additional deposit, as may be required from time to time, when the review expenses have exhausted 75% of any paid deposit. Whenever an additional deposit of fees is required, such deposit shall be, at a minimum, in the amount of 50% of the initial payment set forth herein. Any auditor fees for the establishment and maintenance of this account shall be charged to the applicant. 4. Upon conclusion of any staff review of any application and other actions required for presentation to the Board of County Commissioners for final action, all fees calculated by Alachua County to be due shall be paid in full by the applicant prior to submission to the Board of County Commissioners for final Board action. All refunds of excess deposit money, after all charges are paid, shall be refunded after final action by the Board of County Commissioners. 5. Community Development District: The $5,000 review fee is for the CDDs of less than 1,000 acres. The review fee for CDDs of more than 1,000 acres is set by State Statute. For all CDDs, advertising and the advertising fee is the responsibility of the Petitioner and must be consistent with State Statute requirements.	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT (352) 374-5243	**BUILDING PERMITTING AND CODES ENFORCEMENT:**	
	All Building Permit Fees are calculated starting with the minimum base permit fee by permit type plus a fee determined by the Dollar Value of Construction as calculated below:	
	MINIMUM BASE BUILDING PERMIT FEES:	
	Minimum Base Permit Fee for single family, single family attached, and two family new construction; residential additions and alterations; and all other building permits (i.e. re-roof, mechanical, plumbing, aluminum, accessory buildings, fire sprinkler, fire alarm, tents, miscellaneous, etc.)	$90.00
	Minimum Base Permit fee for multi-family, office, commercial, industrial or any construction requiring review and/or inspection by the Fire Marshal and for commercial additions and alterations	$180.00
	DOLLAR VALUE OF CONSTRUCTION FEE CALCULATIONS:	
	Dollar Value of Construction from - to: $0 - $1,000 $1,001 - $100,000 $100,001 - $500,000 $500,001 - $1,000,000 $1,000,001 - $1,500,000 $1,500,001 - and Up	 Minimum Base Fee add $5.25 / Thousand add $3.15 / Thousand add $2.10 / Thousand add $1.05 / Thousand add $0.55 / Thousand
	Dollar Value of Construction for single family, single family attached and two family new construction heated area is calculated per square foot at	$55.00
	Dollar value of Construction for single family, single family attached and two family new construction unheated area (i.e. garage, screen porch) is calculated per square foot at	$30.00
	Dollar Value of Construction for unheated area on accessory buildings such as storage sheds, pole barns, carports, and similar structures is calculated per square foot at	$20.00
	Dollar Value of Construction for all other building permits such as for multi-family residential, commercial, signs, re-roof, electrical services, plumbing, mechanical, HVAC, aluminum, fire sprinkler, fire alarm, tents, miscellaneous, etc.	Value based on value of construction (contract price)

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT (352) 374-5243	**BUILDING PERMITTING AND CODES ENFORCEMENT:**	
	NOTE: Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty of 100 percent of the usual fee in addition to the required permit fees (Section 108.4 Florida Building Code - Section 553.73 Florida Statutes). This includes moving on a mobile home prior to obtaining a permit. All permits must be posted on the job site during all progress of the work.	
	REFUND, EXTENSION, AND EXPIRATION POLICY:	
	Building Permit (Applicant Requested) refunds where project is not started will be charged a processing fee.	$70.00
	Extensions of Building Permits approved by the Building Official for permits that have not expired	$70.00
	Note: No refunds shall be issued on expired permits. Expired building permits that have not received a final inspection or certificate of occupancy as required by the Florida Building Code shall be required to obtain a new building permit at full cost.	
	PLAN REVIEW EXAMINATION FEES:	
	When plan review is required based on requirements of the Florida Building Code, a plan review fee shall be paid at the time of submitting plans and building permit application. Such plan review fee is in addition to the building permit fee and Fire Marshal Review Fee. If the building permit application is withdrawn after the plans are reviewed the plan review fee is not refundable.	20% of Building Permit Fee
	Plan Re-stamping or Re-certification Fee	$70.00
	FIRE PREVENTION PLAN REVIEW AND INSPECTION FEES:	
	Refer to the Public Safety Department portion of the Fee Schedule for a complete list of the fees and charges provided by the Fire Prevention Division of the Public Safety Department	
	STATE OF FLORIDA SURCHARGES:	
	Florida Building Commission Surcharge - Submitted to the Florida Department of Community Affairs	1.5 percent of all base building permit fees minimum surcharge collection $2.00 per Florida Statute 553.721
	Building Code Administrators and Inspectors Fund Surcharge - Submitted to the Florida Department of Business and Professional Regulation	1.5 percent of all base building permit fees minimum surcharge collection $2.00 per Florida Statute 468.631

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT (352) 374-5243	**BUILDING PERMITTING AND CODES ENFORCEMENT:**	
	FLAT RATE BUILDING PERMIT FEES:	
	Manufactured or Mobile Home	$156.00
	Move On Structure	$266.00
	Modular Structure (Per Building Section)	$266.00
	Note: This applies only to structures approved by the Florida Department of Community Affairs. This permit fee includes base permit fee plus on-site inspections; temporary pole, foundation, plumbing, and final.	
	Swimming pool (in ground)	$220.00
	Swimming pool (above ground))	$90.00
	Power for New or Replacement Well	$90.00
	INSPECTION AND RE-CERTIFICATION FEES:	
	Building Inspections (not included in permit)	$70.00
	Building Inspection - Overtime Rate for Special Requests for Inspections after hours, on weekends and holidays (2 hour minimum)	$105.00 / hour
	Reinspection fee (to be paid prior to requesting next inspection after failed inspection). **All disapproved inspections shall required a mandatory re-inspection fee.**	$70.00
	Inspection Fee for Certification or Renewal of Certificate of Occupancy	$70.00
	Building and/or Zoning Recertification Fee including Zoning Certification for Alcoholic Beverage License or Agricultural Exemption Review	$70.00
	Curb Cut/Driveway Application Processing and Inspection	$47.00
	Requested building inspections exceeding the standard number of inspections paid for in the original building permit will be charged an additional inspection fee per inspection	$70.00
	The Standard Number of Building Inspections allowed for a building permit can be calculated by taking the Calculated Dollar Value of Construction Fee minus the Minimum Base Permit Fee and dividing by $70.00. New Single Family Development will be provided twelve (12) standard inspections as required by the Florida Building Code.	
	PERMITTING BY FAX - PROCESSING FEES:	
	Local Fax Call	$5.00
	Long Distance Fax Call	$10.00

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT (352) 374-5243	**BUILDING PERMITTING AND CODES ENFORCEMENT:**	
	CONTRACTOR LICENSE FEES:	
	NOTE: Licenses require bi-annual renewal. The license fee is doubled if the license is on the involuntary inactive list.	
	License Record Management Fee (one time fee for record management of license, insurance, and workers' compensation for state certified contractors)	$50.00
	General Contractor	$70.00
	Building Contractor	$70.00
	Residential Contractor	$70.00
	Plumbing Contractor	$70.00
	Electrical Contractor	$70.00
	Sheet Metal Contractor	$70.00
	Journeyman Electrician	$50.00
	Journeyman Plumber	$50.00
	Inactive License	$30.00
	Roofing Contractor	$70.00
	Commercial Pool Contractor	$70.00
	Residential Pool Contractor	$70.00
	Aluminum Specialty	$50.00
	Swimming Pool/Spa Servicing	$70.00
	Reciprocity Letter	$20.00
	Duplicate or Replacement	$16.00
	Notice of Commencement Forms and/or Statement per Florida Statutes 713.135(4)	$5.00
	BOARD OF ADJUSTMENT FEE:	
	Various (dimensional or S/D) regulations and other appeals requiring public notice.	$400.00
	ADMINISTRATIVE PERMIT FEES:	
	Administrative Temporary Use Permit for outdoor promotional sales, special event sales and the sale of seasonal or temporary goods and commodities	$70.00
	Fireworks Display Permit	$70.00
	Noise Ordinance Waiver or Special Permit	$70.00
	Administrative Temporary Use Permit for filming and media production	$70.00
	Extension of Administrative Temporary Use Permit for filming and media production	$35.00
	Administrative Home Based Business Permit (Requires Renewal every two years)	$70.00



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT (352) 374-5243	**BUILDING PERMITTING AND CODES ENFORCEMENT:**	
	COMMERCIAL AND NON-RESIDENTIAL SOLID WASTE PERMITS:	
	Original Application Fee	$70.00
	Annual Renewal Fee	$35.00
	EXCAVATION AND LANDFILL ANNUAL INSPECTION:	
	Active Excavation and Landfill Special Use Permit for Construction and Demolition Debris or Excavation	$1,626.00
	Active Excavation and Landfill Special Use Permit-Clean Fill Only	$813.00
	Inactive Excavation and Landfill Special Use Permit	$350.00
	TREE REMOVAL PERMIT FEE:	
	Per application at time of submission	$90.00
	DEVELOPMENT REVIEW COMMITTEE:	
	Notice of Development Activity Signs (per sign)	$10.00
	Hear and decide appeals of decisions of the Development Review Committee; the Zoning Administrator on sign permit applications; and hear and decide other land use cases as directed by the County Commission - Hearing Officer	$1,000.00 / day
	Notes:	
	Building Permit Fees shall be submitted at the time of building permit application No Building Permit Applications will be accepted without the required permit fee All Public, Private, and Governmental Entities shall be required to pay building permit fees	



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
INFORMATION SERVICES	**DATA:**	
	AS400 APPLICATION PROGRAMMING FOR OUTSIDE AGENCIES:	
(352) 338-7300	Data Charges for Services for Outside Agencies	$40.00 / hour minimum charge
	PUBLIC ACCESS NETWORK AGREEMENT FEES:	
	Connection Fee This one time fee will provide access codes, user names, one user manual, one training class, communication software and Help Desk Assistance. Government Law Enforcement, and educational entities are exempt.	$50.00
	Annual Service Fee This fee covers the period of October 1 through September 30 and must be prepaid, but will be prorated based on the month of connection. This fee is subject to increase year-to-year. Failure to pay the annual fee by October 16 will result in automatic termination of services. Government Law Enforcement and educational entities are exempt.	$360.00
	Reinstatement Fee **NOTE:** Any cost incurred by the Owner in the collection of default payments or returned checks will be billed to the Customer.	$20.00
	MISCELLANEOUS:	
	Fiche, CD, Floppy Printing Special form supplies by user (i.e., magnetic tape, labels, floppy disk, CD, etc.	Actual Charge Minimum $25.00 or $1.00 / 1000 lines
	TELEPHONE:	
	TELEPHONE SYSTEM USE:	
	Phone, fax and modem service	$16.00 / month
	TECHNICIAN SERVICE CHARGE:	
	Normal business hours - 8:00 a.m. to 5:00 p.m./Monday-Friday Minimum 1 hour charge	$30.00 / hour
	Non-business hours - evening, weekends and holidays Minimum two (2) hour charge	$45.00 / hour
	LONG DISTANCE RATES RESTRICTED TO SUNCOM: (Rates subject to change)	
	Current In-State and Out-of-State Calls to Canada F.C.C/P.S.C REGULATED CHARGES: -Local directory Assistance/Call Plus -Long Distance Directory Assistance	$0.07 / minute $0.12 / minute F.C.C/P.S.C Approved Rate

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
MURPHREE LAW LIBRARY	Fees and charges are to be set by the Board of Trustees for the John A. Murphree Law Library.	
PUBLIC SAFETY	**EMERGENCY MEDICAL SERVICES:**	
	ADVANCED LIFE SUPPORT (ALS) TRANSPORT FEE I:	
(352) 384-3101	This is the base ALS transport fee that will be charged to each patient that is transported by any ground or air ambulance and receives any of the listed procedures. This fee is inclusive of, but not limited to, any of the following procedures: a. Cardiac Monitor b. Vascular access (including catheters, saline locks, administration sets, blood draws, and all fluids) c. Obstetrical Kits d. Medications (see attached list)*	$450.00
	ADVANCED LIFE SUPPORT (ALS) TRANSPORT FEE II:	
	This is the base ALS transport fee that will be charged to each patient that is transported by any ground or air ambulance and receives at least three administrations of medication(s) by IV push/bolus or continuous infusion and/or the provision of at least one of the following ALS procedures. This fee is inclusive of, but not limited to, any of the following procedures: a. Cardio-pulmonary resuscitation b. Defibrillation/cardioversion c. Endotrachael/Nasotrachea intabation d. Central venous line e. Cardiac pacing f. Chest decompression g. Surgical airway h. Intraosseous line i. Medications (see attached list)*	$605.00
	BASIC LIFE SUPPORT TRANSPORT FEE:	
	This is the base transport fee that will be charged to each patient requiring transport where no ALS procedures are administered.	$355.00

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC SAFETY	**EMERGENCY MEDICAL SERVICES:**	
(352) 384-3101	**TEAM/EQUIPMENT/TRANSPORT FEE:**	
	This is the base transport fee that will be charged for each transport where a patient is not on board (i.e.: medical team(s) and/or medical equipment only).	
	Non-Emergency Response	$150.00
	Emergency Response	$355.00
	ALS TREATMENT FEE/NON-TRANSPORT:	
	This is the fee that will be charged to each patient that receives any of the following procedures and is not transported via ground or air ambulance: a. Vascular access (including catheters, saline locks, administration sets, blood draws, and all fluids) b. Obstetrical Kits c. Medications (see Medication List)*	$175.00
	BLS TREATMENT FEE/NON-TRANSPORT:	
	This is the fee that will be charged to each patient that receives treatment where no ALS procedures are administered and is not transported via ground or air ambulance: a. Sterile bandaging/dressing b. Splinting/immobilization c. Oxygen Administration d. Irrigation with sterile fluid	$115.00
	SPECIAL EVENT *and* STANDBY:	
	ALS Unit	$165.00/ hour
	Additional Staffing (Events requiring additional personnel)	$40.00 / hour / person
	NOTE: Time is calculated from the time of arrival or the requested time of arrival (whichever is later) through the unit available time as documented by the EMS report. Only time increments greater that 7 minutes will be rounded up to the next quarter hour.	
	NOTE: *Schedule of fees will be applied to patients receiving any billable EMS services at special events.*	



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC SAFETY	**EMERGENCY MEDICAL SERVICES:**	
	SUPPLEMENTAL CHARGES:	
(352) 384-3101	**Trauma Fee** This is a supplemental fee to be charged to each trauma patient that requires ALS I, II, or BLS intervention, full spinal immobilization that includes cervical immobilization device, pediatric immobilization device, collar, backboard, and/or straps.	$80.00
	Extrication Fee This is a supplemental fee to be charged to each trauma patient that requires mechanical extrication (excluding hand tools).	$100.00
	Transport Mileage - Minimum of one mile. Charge will begin when transporting patient(s) or specialized teams. All patients transported will be charged the full mileage rate regardless of number of patients transported from same incident or in the same unit.	$9.75 / mile
	Special Handling This is a supplemental fee to be charged for unruly patients that require restraints, or if two Alachua County Fire Rescue units are required for lifting purposes, or if an additional ACFR crew member is required during transport. Only time increments greater than 7 minutes will be rounded up to the next quarter hour.	$75.00 + $40.00 hourly rate after 1st hour per additional crew member
	Waiting Time with patient This is a supplemental fee to be charged when there is a delay in transferring the patient from the care of Alachua County Fire Rescue to the care of the receiving authority. A minimum of five (5) minutes waiting time must accrue before charging for the first 1/4 hour period. Thereafter, the quarter hour charge applies.	$125.00 for 1st 1/4 hour, $60.00 per 1/4 hour thereafter
	NOTE: Time is calculated from five (5) minutes after unit arrival at the destination until the transfer of the patient, as documented by the EMS report.	
	Collection Fee This is a supplemental fee assessed to accounts placed with a collection agency. The fee will be the current contracted collection agency percentage fee of the balance due at the time the account is transferred to the collection agency. The collection fee will be removed if the account is removed from placement with the collection agency.	Amount charged by collection agency

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC SAFETY	**EMERGENCY MEDICAL SERVICES:**	
	SUPPLEMENTAL CHARGES:	
(352) 384-3101	***CHARGES INCLUDED IN BASE RATE**	
	Activated charcoal 25 gm. Adenosine 6 mg. 2 ml. Albuterol Atrovent Atropine 1 mg. 10 ml. Benadryl 50 mg. Calcium Chloride 1 gm. 10 ml. Cardiazam Dextrose 50% 25 gm. 50 ml./Dextrose 25% 2.5 gm. 10 ml. Dopamine Epinephrine 1:10,000 Epinephrine 1:1,000 Furosemide Glucagon Glucose (oral) Haldol Labetatol Lidocaine 2% 100 mg. 5 ml. Lidocaine 1 gm./250 DSW (premix) Magnesium Sulfate Methylprednisolone 1,000 mg./125 mg. Morphine 10 mg. Narcan 0.4 mg. 2 ml. (ped) Neosynephrine Nitroglycerine 0.4 mg. spray Nitro paste Procainmide Sodium Bicarbonate 8.4% 50 ml. and 4.2% 10 ml. Tetracaine (eye drops) Thiamine Tordol Valium 10 mg. Vasopressin Ventolin Inhalant Versed Zantac Injection	



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC SAFETY (352) 384-3101	**EMERGENCY MEDICAL SERVICES:** These are the fees and charges that will be charged to each participant in the following classes. ACFR, GFR, Fire Service Network participants, and member of ACFR's Reserve Program are exempt from class fees, but will be charged for the cost of the cards if there is a fee.	
	BASIC LIFE SUPPORT (CPR):	
	Certification Card	$3.00 each
	Heartsaver	$15.00 / person + $15.00 / book
	BLS for Healthcare Providers	$45.00 / person + $15.00 / book
	BLS for Healthcare Providers Recertification	$20.00 / person
	Heartsaver First Aid	$30.00 / person + $15.00 / book
	ADVANCED CARDIAC LIFE SUPPORT (ACLS):	
	Certification Card	$5.00 each
	Nurses & Paramedics	$75.00 / person + $30.00 / book
	Physicians/Others	$100.00 / person + $30.00 / book
	ACLS Recertification	$75.00 / person
	INTERNATIONAL TRAUMA LIFE SUPPORT (ITLS):	
	Certification Card	$20.00 each
	Basic & Advanced	$100.00 / person
	BTLS Recertification	$75.00 / person
	EMERGENCY VEHICLE OPERATIONS COURSE (EVOC):	$75.00 / person
	Recertification	$50.00 / person
	40 Hour First Responder	$50.00 / person
	Recertification	$20.00 / person
	OTHER:	
	Stock Maps: This is the fee that will be charged for the printing of stock maps only.	
	Large Format	$25.00
	Up to 11" x 17"	$5.00
	Custom Maps: This is an hourly rate that will be charged for creating and printing custom maps. One (1) hour minimum charge includes the printing of one (1) map. Charges for additional copies will be based on stock map fees.	$35.00 / hour

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC SAFETY	**EMERGENCY MEDICAL SERVICES:**	
	OTHER:	
(352) 384-3101	**Waterproof Paper:** This is the additional fee that will be charged for printing a map on waterproof paper.	
	Large Format	$15.00
	Up to 18" x 24"	$10.00
	Up to 11" x 17"	$5.00
	NOTE: Maps necessary to update Public Safety organizations regarding either major addressing changes or maps necessary to accomplish the goals of the E911 office are excluded from these fees.	
	EMERGENCY MANAGEMENT PLAN REVIEW **Per Florida Rule 9G-20.003, F.S. 252 and Agency for Health Care Administration (AHCA) Standard 59A-26.023**	
	Review of emergency plans for health care, hospital and/or group home type facilities for licensing purposes.	
	New Plan Review < 16 beds	$25.00 / hour + 25% Administrative Fee
	New Plan Review > 16 beds	$500.00
	Existing Plan Review	$25.00 / hour + 25% Administrative Fee (maximum fee $250.00)
	SHARPS DISPOSAL PROGRAM	
	This program is a community service designed to assist residents with a safe and environmentally sound method to dispose of sharps (syringes, needles, and lancets). It allows for the sale of "Sharps" boxes to the public at $3.00 per box. The cost of each box is $2.40. The additional $.60 will be used to pay the administration, and disposal cost of the Sharps Disposal Program.	$3.00 / box
	WILDFIRE MITIGATION PROGRAM	
	Fireline Prevention - Tractor and Fireline Plow or Harrow	$52.00 / hour
	Fireline Rehabilitation - Tractor and Harrow or Blade	$52.00 / hour
	Heavy Mowing - Tractor and Brown Cutter	$70.00 / hour
	Light Mowing - Tractor and Bush Hog Mower	$52.00 / hour
	Equipment Operation - Personnel	$35.00 / hour/ person
	Prescribed Burning - Personnel	$35.00 / hour/ person
	Prescribed Burning - Type 6 Engine	$43.00 / hour plus $1.15 / mile
	Prescribed Burning - Portable Pumps – All Types	$10.00 / hour or $100.00 / day
	Prescribed Burning - Water Trailer – 600 Gallon	$55.00 / day

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC SAFETY (352) 384-3101	**FIRE PREVENTION PLAN REVIEW AND INSPECTIONS:**	
	PERIODIC FIRE AND LIFE SAFETY INSPECTIONS PER F.S. 633.025(2), F.A.C. 69A-60.007(1), AND F.S. 633.081(1)	
	All Fire Inspections performed annually as required or periodically for existing buildings unless otherwise referenced in this fee schedule.	$60.00/Inspection
	First Re-Inspection	No Charge
	All Subsequent Re-Inspections after the First Re-Inspection	$60.00/Inspection
	Apartment Buildings Multi-Story - not to include individual apartments unless requested.	$60.00 / Building at each site
	Special Request for Inspections after hours, weekend, or holidays	$90.00 / hour
	Tents and Membrane Structures	$60.00 / First Tent or membrane structure $5.00/each additional structure
	Fireworks-Sale or Storage (Permanent Retail or Wholesale Facility)	$60.00 / inspection
	Fire Works Display - site plan review	$45.00
	Inspection	$60.00 / hour
	Standby-minimum 2 hour charge	$90.00 / hour
	Fire Works Sales - includes site plan review and inspection	$90.00
	Fire Inspection(s) Generated from Complaint (Fee applies only if complaint is validated)	$60.00 / Inspection

	NEW CONSTRUCTION FEES *	PLAN REVIEW FEE:	INSPECTION FEE:
	Fire Marshal Release-minimum fee per permit unless otherwise stated	$45.00 per permit	$60.00 per inspection
	New buildings and building alterations	$15.00/story + $0.005/square foot	
	Pre-Compliance (concealments, etc.)		$15.00/story + $0.0025/sq foot
	Fire Marshal Release		$15.00/story + $0.0025/sq foot
	Fire Sprinkler and Standpipe (new)	$45.00/riser + $30.00 for each additional story + $0.25/head	

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee	
PUBLIC SAFETY	NEW CONSTRUCTION FEES *	PLAN REVIEW FEES:	INSPECTION FEES:
(352) 384-3101	Hydro and Rough Pipe		$75.00/riser + $30.00/each additional story + $0.50/head
	Final		$45.00/riser + $30.00/each additional story + $0.25/head
	Fire sprinkler alteration: Up to and including 49 heads; alterations effecting more than 49 heads are treated as New Installations; Charges are based on riser and number of modified heads only	$45.00/riser + $0.25/head	
	Hydro and Rough Pipe		$75.00/riser + $30.00/each additional story + $0.50/head
	Final		$45.00/riser + $30.00/each additional story + $0.25/head
	Underground Fire Main Add fee to fire sprinkler if fire sprinkler/standpipe permit includes underground fire main	$45.00	
	Burial Depth, Joints and Flush		$45.00 + $0.50/linear foot
	Hydro and Final		$75.00
	Fire Alarm New - Including monitoring only systems	45.00/panel + $0.50/additional device	
	Rough Wire		$45.00/Panel + $15.00/each additional story + $0.50/each additional device
	Final		$45.00/Panel + $0.50/each additional device

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee	
PUBLIC SAFETY	NEW CONSTRUCTION FEES *	PLAN REVIEW FEES:	INSPECTION FEES:
(352) 384-3101	Fire Alarm Alterations Value up to $5,000.00;system alterations exceeding this amount are treated as new install; Fire Alarm Alteration charges based on Panel + number of modified devices only	$45.00/panel + $0.50/additional device	
	Rough Wire		$45.00/Panel + $0.50/each additional device
	Final		$45.00/Panel + $0.50/each additional device
	Exhaust Hood (each)	$45.00/hood	$60.00/system
	Pre-Engineered Suppression System (each)	$30.00 + $3.00/gallon of agent	$60.00/system
	Pre-Engineered System Alteration	$30.00 + $3.00/gallon of agent	$60.00/system
	Fire Pump (each)	$75.00/pump	$180.00/pump
	Spray Booth	$30.00 + $0.50/square foot	$45.00 + $0.50/square foot
	Fuel Tanks (Above Ground and Underground)	$45.00 + $15.00/additional tank	
	Hydro and Suds Test		$45.00 + $15.00/each additional tank
	Burial Depth and Tie Down		$45.00 + $15.00/each additional tank
	Final		$45.00
	LP Gas	$45.00/tank	$45.00/tank
	Gate	n/a	$30.00
	Knox Box (install and key exchange)	n/a	$30.00
	Alternative Water supply	$60.00	$120.00
	Re-Review Fees - 3rd Review and each subsequent Review	1 1/2 X the Original Review Fee	

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee	
PUBLIC SAFETY	NEW CONSTRUCTION FEES *	PLAN REVIEW FEES:	INSPECTION FEES:
(352) 384-3101	**Re-Inspection Fees**		
	2nd Failed Inspection of same inspection type		Original Inspection Rate
	3rd Failed Inspection and each subsequent inspections of same inspection type		1 1/2 X the Original Inspection Rate
	Overtime - 2 hour minimum	$90.00/hour	$90.00/hour
	Permits Charged by the Hour (regular time)	$60.00/hour (one hour minimum)	$60.00/hour (one hour minimum)

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**ANIMAL SERVICES:**	
(352) 374-5245	**Adoption Fees:**	
	Bird (Cockatiel, Parrot)	$35.00
	Bird (Parakeet, Finch, etc.)	$10.00
	Cat, Unaltered (Includes veterinary exam, sterilization, FeLV test, de-worming, FvrCCP vaccination, rabies vaccination; excludes required County license)	$67.00
	Dog, Unaltered (Includes veterinary exam, sterilization, heartworm test, de-worming, DA2PPV/Bordatella vaccination, rabies vaccination; excludes required County license)	$70.00
	Livestock (Goat, Pig, etc.)	$25.00
	New Hope Adoption (Dog) (special events, medically compromised, older animal or held longer than 21 days)	$30.00
	New Hope Adoption (Cat) (special events, medically compromised, older animal or held longer than 21 days)	$25.00
	Reptiles (Snake, Iguana, etc.)	$10.00
	Senior Citizen, County Employee Adoption Discount	20%
	Small Mammal (Rabbit, Guinea Pig, etc.)	$10.00
	Transfer to Animal Welfare Organizations (under age animals - to Rescue Groups only)	No charge
	Transfer to Animal Welfare Organizations (Services Rendered)	20%
	Diagnostic Tests and/or Procedures:	
	Physical Exam, Veterinary	$20.00
	De-Flea	$5.00
	De-Worming	$5.00
	Heartworm Test- Blood Smear Only	$5.00
	Heartworm Test	$10.00
	Canine Parvovirus Test	$18.00
	Fecal Flotation	$7.00
	Feline Leukemia Test (FeLV)	$12.00
	Feline Leukemia/Feline Infectious Viremia Test (FeLV/FIV)	$18.00
	Microchip Implant	$15.00
	Animal Welfare Organizations and County Employee Discount	20%

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**ANIMAL SERVICES:**	
(352) 374-5245	**License:**	
	Dog License purchased from veterinarian at time of rabies vaccination	$15.00
	Dog License not purchased from veterinarian at time of rabies vaccination	$35.00
	Sterile Dog License Discount	($15.00)
	Cat, Ferret License purchased from veterinarian at time of rabies vaccination	$8.00
	Cat, Ferret License not purchased from veterinarian at time of rabies vaccination	$18.00
	Sterile Cat, Ferret License Discount	($8.00)
	Duplicate License	$3.00
	Miscellaneous Fees:	
	Cremation, Private – Includes Pet Urn for Returned Remains:	
	Small Animal (less than 20 pounds)	$70.00
	Medium Animal (20-60 pounds)	$85.00
	Large Animal (60-120 pounds)	$100.00
	Disposal	$10.00
	Euthanasia, Owner Requested	$30.00
	Dangerous Dog Registration - Annual Registration	$50.00
	Aggressive Dog Registration	
	Initial Registration	$400.00
	Annual Renewal	$40.00
	Transportation (Pick-up and/or Delivery)	$30.00
	Trap Rental, Live Animal	
	First Week Rent, Trap	$15.00
	Additional Weekly Rent, Trap	$7.00
	Pet Products	Cost plus overhead
	Reclaim Fees – All applicable fees listed below are assessed at reclaim:	
	First Reclaim	$135.00
	Second Reclaim	$170.00
	Third and all Subsequent Reclaim	$200.00
	Sterile Pet Reclaim Discount	($100.00)
	Daily Boarding Fee (assessed after day of animal intake until release)	$10.00 / day
	Daily Quarantine Fee (assessed for each day until released)	$15.00 / day
	Prophylactic Vaccination	
	Dog (DA2PPV - Distemper)	$5.00
	Dog (Bordatella)	$5.00
	Cat (FVRCP - Distemper)	$5.00

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS (352) 374-5245	**ANIMAL SERVICES:**	
	Reclaim Fees – All applicable fees listed below are assessed at reclaim:	
	De-Flea Treatment	$5.00
	De-Worming Treatment	$5.00
	Rabies Vaccination (if Veterinarian is available)	$6.00
	Rabies Vaccination (if contracted to an outside Veterinarian)	$15.00
	License - Cat, Ferret	See Licenses section
	License - Dog	See Licenses section
	Microchip Implant	$15.00
	Veterinary Medical Expenses	Cost Incurred
	Surrender Fee:	
	Alachua County Resident - Stray	No charge
	Alachua County Resident - Owned Pet with Current License	No charge
	Alachua County Resident - Owned Pet without Current License	$25.00
	Alachua County Resident - Commercial Disposal	$15.00
	Out of County Resident - Stray	$25.00
	Out of County Resident - Owned Pet	$40.00
	Out of County Business - Commercial Disposal (Live Animal)	$25.00
	Out of County Business - Commercial Disposal (Dead Animal)	$10.00
	Vaccinations:	
	Rabies Vaccination	$6.00
	Dogs (DA2PPV - Distemper)	$5.00
	Dogs (Bordatella)	$5.00
	Cats (FVRCP - Distemper)	$5.00
	Veterinary Procedures:	
	Sutures	$20.00
	Antibiotic or Medications	$10.00
	Other Professional Veterinary Procedures	Cost Incurred
	Voucher Program	
	Gallenkamp Spay/Neuter Voucher/Voucher Redemption	ACHS Fee
	Other Community Grant(s) Spay/Neuter Voucher Sale Fee	Prgm Chg
	Other Community Grant(s) Spay/Neuter Voucher Redemption	Prgm Fee

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**DEVELOPMENT REVIEW & SIGNS**	
	DRIVEWAY INSPECTION FEES:	
(352) 374-5245	Class I (Rural)	$175.00
	Class I (Urban without sidewalk)	$140.00
	Class I with sidewalk	$145.00
	Class II	$225.00
	Class III	$1,000.00
	Class III with Auxiliary Lanes	$1,400.00
	Class IV	$1,025.00
	Class IV with Auxiliary Lanes	$1,450.00
	FINAL SITE INSPECTION FEES:	
	Multi-family residential, office, rural / agricultural subdivision, commercial and industrial (appropriate driveway fee additional)	$250.00 + $8.00 / parking space
	Sites without stormwater management improvements or paved parking, fish ponds and flood-prone area permits	$130.00
	Review of plans revision or re-inspection (per instance)	$100.00
	FLOOD ZONE REQUEST - WRITTEN:	$40.00
	RECORD PLAT REVIEW FEE	$270.00
	RIGHT-OF-WAY UTILIZATION INSPECTION FEES:	
	Above Ground	$85.00
	Underground (Length of construction in feet)	
	1-700	$85.00
	701-1,400	$170.00
	1,401-2,100	$255.00
	2,101-2,800	$340.00
	2,801-3,500	$425.00
	3,501-4,200	$510.00
	4,201-4,900	$595.00
	4,901-5,600	$680.00
	5,601-6,300	$765.00
	6,301-7,000	$850.00
	7,001-7,700	$935.00
	7,701-8,400	$1,020.00
	8,401-9,100	$1,105.00
	9,101-9,800	$1,190.00
	Over 9,800	$1,275.00
	SUBDIVISION INSPECTION FEE:	
	Paving and drainage inspection (appropriate driveway fee additional)	$615.00 + $115.00 / 100 linear feet of roadway

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**DEVELOPMENT REVIEW & SIGNS**	
	TRAFFIC SIGN FEES:	
(352) 374-5245	**NOTE:** A fee will be charged to developers of new subdivisions for the installation of new traffic signs. The same fees will apply to requests from individuals or homeowners associations for installation of signs on roads not maintained by Alachua County. The fee covers plan review, site inspection, sign materials, sign preparation and clerical activities associated with the installation. Signs on the County, State or City street system will be installed by the County and there will be an installation charge. Signs will not be installed on private roads.	
	Street name signs (each plate)	$12.00 / square foot
	Regulatory/traffic signs (Standard)	$8.00 / square foot
	Special Request Signs (Special Orders)	$14.00 / square foot
	Channel iron posts 6 foot	$8.00 each
	Channel iron posts 10 foot	$21.00 each
	Channel iron posts 12 foot	$25.00 each
	Street sign posts 12 foot w/pyramid cap	$24.00 each
	Street sign posts 14 foot w/pyramid cap	$27.00 each
	Installation	$20.00 each
	NOTE: The fee payment is required prior to installation of signs. For new subdivisions the fee payment is due upon issuance of a construction permit.	
	VACATING PLAT AND ROAD FEES:	
	NOTE: Filing fees for vacating plats and roads do not include the cost of legally required advertising. Petitioners will be charged for the County's actual advertising cost, on a case-by-case basis, in addition to filing fees.	
	Filing fee for vacating plats or portions thereof	$1,050.00
	Filing fee for vacating streets, roadways, etc. or portion thereof	$1,050.00
	SURVEYING SERVICES:	
	Sr. Survey Technician	$36.00 / hour
	Survey Technician	$30.00 / hour
	Survey Aide	$22.00 / hour
	FLEET MANAGEMENT FEES:	
	NOTE: Fleet Management is an internal service fund that is fully supported by revenues derived from labor charges and from service charges on parts and fuels.	
	The listed hourly rates shall apply to normal working hours. Work required outside normal hours will be charged at 1.40 times these rates.	
	Labor Rates: In Shop	$55.00 / hour
	Road Call	$65.00 / hour
	External Customer	$65.00 / hour
	Fuel	10%*
	Parts, Supplies & Materials	38%*
	Commercial Services	10%*
	***Note:** Administrative Charge above the cost of the item as calculated by the Fleet Management Faster System.	
	Pooled Vehicle Rental	$4.00 / hour

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS (352) 374-5245	**SANTA FE HILLS WATER SYSTEM**	
	DEPOSITS:	
	All existing customer deposits assumed by Alachua County as a result of the receivership shall be deemed sufficient unless and until account becomes outstanding and service has been disconnected due to non-payment. All customer deposits shall be held for the duration of service and applied to the customer's final bill and any resulting excess balance shall be refunded.	$50.00
	WATER CHARGES:	
	Minimum Water Service Charge: –Applies to all active customer accounts. –Accounts exceeding 3,000 gallons within a billing cycle will incur additional charges Additional Water Consumption Charges: –Applies to usage exceeding allowance in the minimum service –Charge prorated	$13.00 $2.50 / 1,000 gal.
	STREET LIGHT CHARGE:	
	–Applies to only one customer account by original agreement with previous ownership	$3.00 / month
	SERVICE RE-CONNECTION CHARGE:	
	–Water Meter Installation Charge (new installations) –Applies to accounts that have been disconnected due to non-payment and is payable prior to re-connection in addition to payment of any outstanding balance. –Any existing account with a deposit that is less than $50 shall be increased to $50 and payable prior to re-connection of service.	$400.00 $25.00
	WASTE MANAGEMENT	
	CURBSIDE WASTE COLLECTION:	
	Official bags for excess garbage, package of 5 Increase in garbage cart size More than one cart exchange per fiscal year (each additional instance) Special pick up of illegally prepared garbage and trash after notice to property owner.	$11.25 plus tax/pkg. $15.00 plus any applicable refuse fees $15.00 plus any applicable refuse fees $75.00 / incident plus actual disposal cost and any additional collection costs

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**WASTE MANAGEMENT**	
	TRANSFER STATION	
(352) 374-5245	**FOR VEHICLES CROSSING SOLID WASTE MANAGEMENT FACILITY SCALES:**	
	NOTE: A *$23.66* per ton surcharge shall be added to the listed fees for materials from non-assessed municipalities.	
	Brush and Land Clearing Debris: $2.00 minimum charge	
	Fee per ton	$52.13
	Fee per cubic yard	$11.00
	Governmental Yard Waste	$30.00 / ton
	Commercial Collection Service Franchise:	
	Application - Container Provision only [rental of containers]	$100.00
	Application - Solid Waste collection and disposal services	$250.00
	Commercial Franchise Fee (due 30 days after end of month)	10% of gross revenues
	Garbage (Class I and Class III): $2.00 minimum charge	
	Fee per ton	$52.13
	Fee per compacted cubic yard	$20.00
	Fee per loose cubic yard	$11.00
	Commercial Contract Garbage	$52.13 / ton
	Illegal Dump Site Material:	
	Fee per ton	$52.13
	Fee per compacted cubic yard	$20.00
	Fee per loose cubic yard	$11.00
	Public Weighing:	$5.00
	Contaminated or Mixed Loads containing prohibited items	$100.00 / incident
	Recovered Materials Collector:	
	Application	$50.00
	Annual Renewal	$50.00
	Special Handling Waste:	
	Fee per ton	$200.00
	Fee per cubic yard	$52.00
	Minimum fee per item	$85.00
	Tires - Whole:	
	Fee per ton	$140.00
	Fee per cubic yard	$50.00
	Auto or light truck only in mixed loads or less than 3 without wheels	$3.00 / tire
	Truck (17" or more) only in mixed loads or less than 3 without wheels	$4.00 / tire
	Off road tires (loader and tractor):	
	Fee per ton	$275.00 / ton

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**WASTE MANAGEMENT**	
	TRANSFER STATION	
(352) 374-5245	**FOR VEHICLES CROSSING SOLID WASTE MANAGEMENT FACILITY SCALES:**	
	NOTE: A *$23.66* per ton surcharge shall be added to the listed fees for materials from non-assessed municipalities.	
	White Goods/Scrap Metal:	
	Containing refrigerants whether freon has been removed or not (per unit)	$25.00
	Other metals and white goods not including refrigerants (per ton)	$52.13

SPECIAL CONDITIONS

Refuse resulting from cleanups of neighborhoods throughout the County may be disposed of at the transfer station on a non-fee basis provided that authorization from the Alachua County Public Works Department is obtained prior to any disposal activities.

In the event the scales are out of service, the previous average weights of the trucks will be used to calculate the fees. If average weights are not available, the fees will be calculated by cubic yards for all materials.

No burn barrels with material are allowed in the transfer station.

SPECIAL EVENT

Waste Alternatives will sell to the public items which promote the Embrace Zero Waste philosophy of waste reduction, recycling and resource conservation for less than market price. These items will include, but not be limited to, Earth Machine backyard composters and Systern, rain barrels. Units will be picked up by the public at various locations. Items will be available on a first-come, first-served basis for a limited time.



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
SHERIFF	**EXTRA DUTY:**	
	Extra Duty Employee	$45.00 / hour
(352) 367-4021	**IMPOUNDMENT OF LIVESTOCK RUNNING AT LARGE:**	
	Impound Fee	$50.00 each
	Mileage Fee	IRS Standard Mileage Rate
	Feed/Care Fee	$5.00 / day / animal
	Disposition Fee	$5.00 each
	Dart Fee	$15.00 each
	FLEET:	
	Vehicle Safety Violation Ticket Inspection	$4.00 each
	RECORDS:	
	Copies - one-sided	$0.15 / page
	Copies - double-sided	$0.20 / page
	Fingerprints	$10.00 each
	Concealed Weapon Permit Fingerprinting	$5.00 each
	Background Checks	$6.00 each
	Arrest Records/ Photos/ Videos:	
	CD's Processing Cost	$7.00 each
	CD's Per Item Cost	$3.00 each
	Digital Prints Processing Cost	$7.00 each
	Digital Prints Per Item Cost	$1.00 each
	Negative Prints Processing Cost	$14.00 each
	Vendor Cost	
	Video Tape Processing Cost	$20.00 each
	Video Tape Per Item Cost	$5.00 each
	Fingerprints/Palm Prints Processing Costs	$7.00 each
	Fingerprints/Palm Printers Per Item Cost	$1.00 each
	CIVIL:	
	Non-Enforceable Process	$40.00 each
	Out of State Non Enforceable Process	$80.00 each
	Enforceable Process:	
	Docket Writ of Execution	$40.00 each
	Sheriff's Levy for Demand	$50.00 each
	Preparation of newspaper Ad	$40.00 each
	Certified mail to all parties	$4.64 each
	Conducting Sheriff's Sale	$40.00 each
	Bill of Sale of Sheriff's Deed	$40.00 each
	Satisfaction of Judgment	$40.00 each
	Filing/ Recording Fee (First Page)	$10.00 each
	Filing/ Recording Fee (each additional page)	$8.50 each
	Standby Deputy	Overtime Rate
	Inventory Fee After Second Hour	Overtime Rate



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
SHERIFF (352) 367-4021	**Advance Cost Deposit:**	
	Vehicle, boats, etc., required towing and storage	$1,000.00 each
	Motorcycles or any item requiring covered storage	$1,000.00 each
	Real Property	$1,000.00 each
	Business-call for quotation depending upon contents	$1,500.00 each
	Arrest Orders - In / County	$90.00 each
	Arrest Orders - Out of County	$90.00 each
	Writs of Replevin/Attachment	$90.00 each
	JAIL:	
	Inmate Medical Co-Pay	$5.00 each
	Work Release Meals	$1.32 each
	Inmate Transportation for Elective Medical Treatment	$80.00 each
	Inmate Secure Transportation to Funerals:	
	Processing	$54.00 each
	Deputy	$32.00 / hour
	Mileage	IRS Standard Mileage Rate
	U.S. Marshal Inmate Housing	$57.23 / day
	Private Transport Company Inmate Housing	$57.23 / day
	Inmate Subsistence Fee	$4.00 / day
	Inmate Uniform / Linen Fee	$20.00 each
	FALSE ALARM REDUCTION UNIT:	
	PERMITS:	
	Fire Alarm Permits:	
	City	$15.75 each
	County	$15.00 each
	Burglar Alarm Permits:	
	City	$18.50 each
	County	$15.00 each

NOTE: Sheriff's Office fees as submitted in the Sheriff's Certified Budget.

SCHEDULE OF FEES AND CHARGES FOR SERVICES
INDEX

	PAGE
ADMINISTRATIVE PERMIT	21
ADVANCED CARDIAC LIFE SUPPORT (ACLS) TRAINING	32
ADVANCED LIFE SUPPORT	28
ALS TREATMENT NON-TRANSPORT	29
ANIMAL SERVICES	38
AS400 APPLICATION PROGRAMMING FOR OUTSIDE AGENCIES	27
AUDITORIUM USE	4
BASIC LIFE SUPPORT (CPR) TRAINING	32
BASIC LIFE SUPPORT TRANSPORT	28
BLS TREATMENT NON-TRANSPORT	29
BOARD OF ADJUSTMENT	21
BUILDING PERMITTING AND CODES ENFORCEMENT	18
COLLECTION FEE	1
COMMERCIAL AND NON-RESIDENTIAL SOLID WASTE PERMITS	22
COMMUNITY SERVICES	11
COMPUTER REPLACEMENT	1
CONTRACTOR LICENSE	21
COURT SERVICES	11-13
CURBSIDE WASTE COLLECTION	43
DAY REPORTING PROGRAM	11
DENTAL	4
DEVELOPMENT REVIEW & SIGNS-PUBLIC WORKS	41
DEVELOPMENT REVIEW	17
DEVELOPMENT REVIEW COMMITTEE	22
DISHONORED CHECKS	1
DISPOSAL AND SUPPLY COSTS FOR CONDITIONAL EXEMPT SMALL QUANTITY GENERATOR (CESQG) BUSINESSES OF HAZARDOUS WASTES	13
DOCUMENT/COPYING	2
DOLLAR VALUE OF CONSTRUCTION FEE CALCULATIONS	18
DRIVEWAY INSPECTION	41
DRUG COURT	11
EMERGENCY MANAGEMENT PLAN REVIEW	33
EMERGENCY MEDICAL SERVICES	28
EMERGENCY VEHICLE OPERATIONS COURSE (EVOC)	32
ENVIRONMENTAL HEALTH	4
ENVIRONMENTAL PROTECTION	13-16
ENVIRONMENTAL PROTECTION-WATER QUALITY	16



SCHEDULE OF FEES AND CHARGES FOR SERVICES
INDEX

	PAGE
ENVIRONMENTAL REVIEW APPLICATION	15
EXCAVATION AND LANDFILL ANNUAL INSPECTION	22
FINAL SITE INSPECTION	41
FIRE PREVENTION PLAN REVIEW AND INSPECTIONS	34
FLAT RATE BUILDING PERMIT	20
FLEET MANAGEMENT	42
FLOOD ZONE REQUEST	41
GROWTH MANAGEMENT	**17-27**
HAZARDOUS MATERIALS AND WATER QUALITY PROGRAMS	16
IMMUNIZATIONS	4
INFORMATION SERVICES	**27**
INSPECTION AND RE-CERTIFICATION	20
INTERNATIONAL TRAUMA LIFE SUPPORT (ITLS) TRAINING	32
JAIL	47
LONG DISTANCE RATES RESTRICTED TO SUNCOM	27
METAMORPHOSIS	12
MINIMUM BASE BUILDING PERMIT	18
MURPHREE LAW LIBRARY	**28**
NOTARY SERVICES	12
ORGANIZATIONAL DEVELOPMENT & TRAINING	3
OSTDS PROGRAM FEES: (On Site Sewage Treatment and Disposal System)	7
PERIODIC FIRE AND LIFE SAFETY INSPECTIONS	34
PLAN REVIEW EXAMINATION	19
PLANNING AND LAND USE	23
PRETRIAL	12
PRIMARY CARE CLIENT FEES BY PROCEDURE AND FEE GROUP	9
PRIVATE WELL CLEARANCE	7
PROBATION	13
PUBLIC HEALTH UNIT (PHU)	3-10
PUBLIC SAFETY	**28-37**
PUBLIC WORKS	**38-45**
RECORD PLAT REVIEW	41
RIGHT-OF-WAY UTILIZATION INSPECTION	41
SANTA FE HILLS WATER SYSTEM	43
SHARPS DISPOSAL PROGRAM	33
SHERIFF	**46-48**
SUBDIVISION INSPECTION	41



SCHEDULE OF FEES AND CHARGES FOR SERVICES
INDEX

PAGE

TELEPHONE SYSTEM USE 27
TRAFFIC SIGNS 42
TRANSFER STATION 44
TREE REMOVAL PERMIT 22
VACATING PLAT AND ROADS 42
VEHICLE REPLACEMENT 3
VITAL STATISTICS 10
WASTE MANAGEMENT 43
WATER PROGRAM 4
WILDFIRE MITIGATION PROGRAM 33
WORK RELEASE 13

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
ENVIRONMENTAL PROTECTION (352) 264-6800	**DISPOSAL AND SUPPLY COSTS FOR CONDITIONAL EXEMPT SMALL QUANTITY GENERATOR (CESQG) BUSINESSES OF HAZARDOUS WASTES:**	
	LOT C - LOOSE PACKS	
	Peroxides, organic	$13.00 / gal
	Poison liquids	$7.00 / gal
	Poison solids	$1.00 / lb
	Reactive	$10.00 / lb
	LOT D - SUPPLIES	
	10' x 20' tent rental (including set up and take down)	$150.00 / day
	1A2 55/gallon drum	$30.00 / unit
	1H2 5/gallon pail	$10.00 / unit
	75% Post-consumer Recycled Paint for Purchase	$2.00 / gal or $10.00 / 5 gal pail
	85 /gallon over pack drum	$100.00 / unit
	Absorbent pad (18 in x 18 in)	$0.50 / unit
	Abzorbit (1.2 cubic foot bag)	$12.00 / unit
	Disposal of 55 /gal drum	$10.00 / unit
	Metals analysis for hazardous waste testing	$150.00 / sample
	P-85 Lamp Tube	$10.00 / unit
	P-85/8 Lamp Tube	$15.00 / unit
	Vermiculite (4 cubic foot bag)	$10.00 / unit
	ENVIRONMENTAL REVIEW APPLICATION FEE:	
	NOTE: Fees shall double if the activity under review was started or conducted prior to receipt of all necessary approvals.	
	Review/renewal of Environmental Monitoring Plans	$3,700.00
	Review of Environmental Monitoring Submissions - annual charge	$1,525.00
	Review/renewal of Environmental Monitoring Plans - minor category (determination of "minor" made at the time of application)	$260.00
	Review of Environmental Monitoring Submissions - minor category - annual charge	$255.00
	HAZARDOUS MATERIALS AND WATER QUALITY PROGRAMS:	
	Investigation, Cleanup and Discharge Response Fees:	
	NOTE: Reimbursable costs incurred by Alachua County associated with the response and/or cleanup of a hazardous material discharge or investigation of a Water Quality Code (Alachua County Land Development Code, Chapter 77) violation shall be charged and billed to the responsible party (or their insurance carrier) and shall include, but not be limited to: cost of cleanup oversight and site rehabilitation report review; cost of equipment operation and maintenance; personnel cost of contracted services; waste transportation and disposal costs; cost of materials; laboratory costs; and County's labor costs. County labor costs associated with a non-transportation oriented hazardous materials discharge will not be charged to the parties who have paid and are not delinquent in paying registration fees associated with the Hazardous Materials Management Code (Alachua County Land Development Code, Chapter 353).	

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS (352) 374-5245	**WASTE MANAGEMENT**	
	TRANSFER STATION	
	FOR VEHICLES CROSSING SOLID WASTE MANAGEMENT FACILITY SCALES:	
	NOTE: A *$23.66* per ton surcharge shall be added to the listed fees for materials from non-assessed municipalities.	
	White Goods/Scrap Metal:	
	Containing refrigerants whether freon has been removed or not (per unit)	$25.00
	Other metals and white goods not including refrigerants (per ton)	$52.13

SPECIAL CONDITIONS

Refuse resulting from cleanups of neighborhoods throughout the County may be disposed of at the transfer station on a non-fee basis provided that authorization from the Alachua County Public Works Department is obtained prior to any disposal activities.

In the event the scales are out of service, the previous average weights of the trucks will be used to calculate the fees. If average weights are not available, the fees will be calculated by cubic yards for all materials.

No burn barrels with material are allowed in the transfer station.

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SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee	
GROWTH MANAGEMENT (352) 374-5249	**PLANNING AND LAND USE FEES:**		
		AMOUNT	FEE/AC OVER 10 *
	Rezoning to "A" or "C-1" District for a single family lot	$1,500	$14
	Rezoning, Special Use Permit, or Special Exception	$4,000	$21
	Special Use Permit for Mining or Excavation and Fill	$4,000	******
	Special Use Permit and Preliminary Development Plan Review	$5,250	$34
	Planned Development	$5,000	$25
	Planned Development and Preliminary Development Plan Review	$6,250	$34
	Major Amendment (PD, SUP or SE)	$3,500	******
	Minor Amendment (PD, SUP or SE), or Temporary use permit	$1,200	******
	Large Scale Comprehensive Plan Amendment	$7,000	$30
	Small Large Scale Comprehensive Plan Amendment	$4,000	******
	ULDC Amendment	$2,000 base plus hourly	******
	Water Sewer Determination	$1,200	******
	Property Owner Notification (per 50 letters)	$40	******
	Hourly Rate (where applicable)	$65	******
	Proportionate Share Determination	Hourly	******
	Vested Rights Fee	Hourly	******

* Area is computed by rounding up to the nearest full acre.

1 In addition to the staff review fee, Tier II and Tier III applications shall be charged consultant fees to evaluate RF engineering and prepare Visual Impact Simulations as directed by staff.

2 Comprehensive Plan Amendment: Where an applicant submits a proposal for territory other than under his/her direct control, only that area under his/her direct control shall be included for the purposes of calculating the fee. Small scale amendments are applications which conform to Section 163.3187(1)(c), Florida Statutes. No acreage fee shall be assessed for large-scale map amendment applications which request redefinition to the Rural/Agriculture land use classification.

3 Fees are allocated to Growth Management, EPD, Fire and Public Works.

February 8, 2011 Regular BoCC Meeting
Agenda Item #30

Title
Interfund Loan for USEPA Grant Award "Capacity Building for Resilient Biodiesel Production from Waste Vegetable Oil." (Amended)

Amount
$30,210.00

Description
Request approval of a Budget Amendment and an Interfund loan, and Adoption of a Resolution in support of the previously approved USEPA Grnaat Award PI-95472111-0 for "Capacity Building Resilient Biodiesel Production from Waste Vegetable Oil".

Recommendation
Approve the Budget Amendment, Interfund Loan for $30,210; and adopt the Resolution to increase unanticipated revenue in association with the previously approved USEPA Grant Award PI-95472111-0 for "Capacity Building for Resilient Biodiesel Production from Waste Vegetable Oil."

Alternative(s)
Do not approve Budget Amendment or Interfund loan; do not adopt the Resolution

Requested By
Chris Bird, 264-6801

Originating Department
Environmental Protection

Attachment(s) Description
1) USEPA Environmental Policy and Innovation Grant #PI-95472111-0, 2) Resolution to recognize unanticipated revenue, 3) Budget Amendment

Documents Requiring Action
Resolution and Budget Amendment

Executive Summary
The Board is requested to approve a Budget Amendment and adoption of a Resolution to recognize unanticipated revenue for the previously approved grant award from USEPA Region 4 to Alachua County Environmental Protection Department (ACEPD) for USEPA Environmental Policy and Innovation Grant #PI-95472111-0 to increase the resiliency and capacity for production of waste vegetable oil- based biodiesel fuel by county government. The Board is also requested to approve an Interfund Loan from Fund 401 to Fund 157 in support of this grant project.

Background
In March 2010, ACEPD submitted grant application to USEPA Region 4 in response to the Resource Conservation Challenge Grant award program to fund tasks to increase the County's capacity to produce biodiesel fuel from waste vegetable oil. By means of a state grant, ACEPD has already established a capability to produce biodiesel fuel from waste vegetable oil (WVO) at the Hazardous Waste Collection Facility. Biodiesel production capacity is limited by the volume of WVO received at the HWCC.

ACEPD wishes to expand the production capacity for biodiesel fuel from WVO in order to increase the recycling and reuse of WVO in the County and to generate more biodiesel fuel to power an electrical generator at the HWCC and/or to offset the use of petroleum based diesel fuel by County vehicles. On December 23, 2010 ACEPD was awarded an USEPA Environmental Policy and Innovation Grant # PI-95472111-0 to implement a multi-task project to increase the resiliency and local capacity for the production of waste vegetable oil based biodiesel fuel by the County. Grant funding will allow ACEPD to increase the volume of WVO collected by 1) implementing an expanded public outreach and advertising campaign to increase the collection of WVO from the public, 2) conducting special pilot scale collection events from local restaurants and community special events and fairs, 3) installing WVO drop off stations at the Rural Collection Centers, and 4) increasing education outreach and technical understanding of the biodiesel process. ACEPD has partnered with Gainesville Regional Utilities, Oak Hall School and the University of Florida to assist with tasks on this grant. The total grant budget is $58, 383 of which $30,210 will be from federal funds and $28,173 will be from in-kind contributions from ACEPD and grant partners, Gainesville Regional Utilities and Oak Hall School. This grant award period is from 12-13-2010 to 12-13-2011. A budget amendment and resolution is required for this grant award to recognize unanticipated revenue. An Interfund Loan from Fund 401-5541, the Hazardous Waste Management Fund is requested to allow initiation of activities on this grant project. This is a cost reimbursement grant award. The interfund loan will be paid back at the completion of the project.

Issues
None

Fiscal Recommendation
Approve Budget Amendment and Interfund loan for $30,210. Interfund Loan to be paid back at the completion of the project.

Fiscal Alternative(s)
Do not approve Budget Amendment and Interfund loan for $30,210

Funding Sources
USEPA and Hazardous Waste Management Fund 401

Account Code(s)
157-5541 and 401-5541

Attachment: BA Fund 157 FY11.pdf
Attachment: Resolution USEPA Biodiesel Grant Unant Rev.pdf
Attachment: EPA Biodiesel Grant Award 122310 Signed .pdf

RESOLUTION 11- 10

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO RECOGNIZE UNANTICIPATED REVENUE FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA) AND AUTHORIZE EXPENDITURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, There exists a USEPA Environmental Policy and Innovation Grant Agreement #PI-95472111-0 between Alachua County and the United States Environmental Protection Agency for the Hazardous Waste Collection Program, Alachua County shall receive unanticipated revenue in the Hazardous Waste Collection Program Fund (Fund 157) in the amount of $30,210;, and,

WHEREAS, the $30,210 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 Environmental Policy and Innovation Grant (Fund 157) 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 8th day of February, 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

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-092
GROUP NUMBER	2345
PERIOD/DATE	5/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	USEPA RCC Grant Biodiesel	Environmental Protection	Federal Grants	157-5541-331.39-00	30,210	
2	USEPA RCC Grant Biodiesel	Environmental Protection	Regular Salaries	157-5541-537.12-00		15,260
3	USEPA RCC Grant Biodiesel	Environmental Protection	Other Professional Services	157-5541-537.31-93		5,000
4	USEPA RCC Grant Biodiesel	Environmental Protection	Promotional Activities	157-5541-537.48-50		6,000
5	USEPA RCC Grant Biodiesel	Environmental Protection	Equip<$1000 and >$100/Unit	157-5541-537.51-21		3,450
6	USEPA RCC Grant Biodiesel	Environmental Protection	Other Operating Supplies	157-5541-537.52-99		500
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21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 30,210 | 30,210

COMBINED TOTAL: 60,420

PERFORMANCE RESULTS: EPD has been awarded a USEPA Environmental Policy and Innovation Grant, "Increase Biodiesel Capacity." Please set up revenue and expenditure budget accordingly.

Diane M. Smith 1/12/11
PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD — 1/21/11

for S.C. — 2/8/11
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
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5	USEPA RCC Grant Biodiesel	Environmental Protection	Equip<$1000 and >$100/Unit	157-5541-537.51-21		3,450
6	USEPA RCC Grant Biodiesel	Environmental Protection	Other Operating Supplies	157-5541-537.52-99		500
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USE WHOLE DOLLARS ONLY.

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PREPARED BY:

ANALYST

1/21/11
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

ASSISTANCE ID NO.			DATE OF AWARD
PRG	DOC ID	AMEND#	12/23/2010
PI -	95472111	- 0	
TYPE OF ACTION: New			MAILING DATE: 12/30/2010
PAYMENT METHOD: ASAP			ACH#: 40144

RECIPIENT TYPE:
County

Send Payment Request to:
Las Vegas Finance Center

RECIPIENT:
Alachua Co. Board of County Commissioners
201 SE 2nd Ave. Suite 201
Gainesville, FL 32605
EIN: 59-6000501

PAYEE:
Alachua County
201 SE 2nd Ave. Suite 201
Gainesville, FL 32605

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
John Mousa 201 SE 2nd Ave. Suite 201 Gainesville, FL 32605 **E-Mail:** jim@alachuacounty.us **Phone:** 352-264-6805	Thornell Cheeks 61 Forsyth Street Atlanta, GA 30303-8960 **E-Mail:** Cheeks.Thornell@epa.gov **Phone:** 404-562-8479	Shantel Shelmon Grants Management Office **E-Mail:** shelmon.shantel@epa.gov **Phone:** 404-562-9817

PROJECT TITLE AND DESCRIPTION
Environmental Policy and Innovation Grants

This action approves an award in the of amount $30,210 to Alachua County to implement a multi-task project to increase the resiliency and local capacity for the production of waste vegetable oil (WVO)-based biodiesel fuel by county government.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
12/13/2010 - 12/13/2011	12/13/2010 - 12/13/2011	$58,383.00	$58,383.00

NOTICE OF AWARD

Based on your application dated 07/08/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards $30,210. EPA agrees to cost-share 51.74% of all approved budget period costs incurred, up to and not exceeding total federal funding of $30,210. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4 Resource Conservation and Recovery Act Division 61 Forsyth Street Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
Digital signature applied by EPA Award Official	Elaine Curles, Grants Management Officer	12/23/2010

AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE
	Randall Reid, County Manager	12/13/11

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 30,210	$ 30,210
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$ 16,023	$ 16,023
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$ 12,150	$ 12,150
Allowable Project Cost	$ 0	$ 58,383	$ 58,383

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.611 - Environmental Policy and Innovation Grants	Solid Waste Disposal Act: Sec. 8001	40 CFR PART 31

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1104TK1016	1011	B	04T2	301DA2D	4157	-	-	30,210
									30,210

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$33,682
2. Fringe Benefits	$7,751
3. Travel	$0
4. Equipment	$3,450
5. Supplies	$500
6. Contractual	$13,000
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$58,383
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 51.74 % Federal 48.26 %.)	$58,383
12. Total Approved Assistance Amount	$30,210
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$30,210
15. Total EPA Amount Awarded To Date	$30,210

Administrative Conditions

1. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

2. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

3. LOBBYING AND LITIGATION

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

4. LOBBYING

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* . The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

5. MANAGEMENT FEES AND SIMILAR CHARGES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

6. RECYCLING

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on

recycled paper and are available through the General Services Administration.

7. UNLIQUIDATED OBLIGATIONS

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at http://www.epa.gov/ocfo/finservices/forms.htm . All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

8. EPA PARTICIPATION

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation (100%) of total allowable program/project costs or the total funds awarded, whichever is lower.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONDITION FOR non-SRF RECIPIENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, Fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is $250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is $250,000, or more. The **Florida Department of Environmental Protection** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION 9%; SUPPLIES 9%; SERVICES 9% ; EQUIPMENT 9%
WBE: CONSTRUCTION 3%; SUPPLIES 3% ; SERVICES 3%; EQUIPMENT 3%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

- Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and
- All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to:

U.S. Environmental Protection Agency
Grants Management Office
61 Forsyth Street SW
Atlanta, GA 30303

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp .

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions

10. **SUSPENSION AND DEBARMENT**

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

11. **SINGLE AUDIT ACT**

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends $500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient

shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/

12. **TRAFFICKING**

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   ii. Procure a commercial sex act during the period of time that the award is in effect; or
   iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      A. Associated with performance under this award; or
      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on
      Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. *Provision applicable to a recipient other than a private entity* . We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
   i. Associated with performance under this award; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient* .

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions* . For purposes of this award term:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under
   this award; or
   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
   ii. Includes:
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

13. **REIMBURSEMENT LIMITATION**

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

14. **CENTRAL CONTRACTORS REGISTRATION AND UNIVERSAL IDENTIFICATION REQUIREMENTS**

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian tribe;
b. A foreign public entity;
c. A domestic or foreign nonprofit organization;
d. A domestic or foreign for-profit organization; and
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and
b. Is accountable to you for the use of the Federal funds provided by the subaward.

Programmatic Conditions

1. Quarterly project progress reports must be submitted to the project officer. **Please reference the EPA grant/cooperative agreement number on your report as well as on all correspondence.** The outline to be followed for the quarterly progress reports is shown below:

QUARTERLY PROGRESS REPORT OUTLINE
FOR
RCRA PROGRAM PROJECTS

Grant/IAG No. _____

Principal Investigator: _____

The RCRA Program requires the principal investigator of grants, cooperative agreements, and interagency agreements to submit to the RCRA Program project officer a quarterly progress report. This report may be as brief as one page provided all of the information requested below is provided.

a. What work was accomplished for this reporting quarter?

b. What problems (or sources of error), if any, were encountered?

c. If a problem was encountered, what action was taken to correct it?

d. What work is projected for the new quarter activity?

e. Is the project work on schedule?

(a) This quarter?
(b) For the project?

f. Does the project funding rate support the work progress?

g. What has been spent to date?

h. Has a quarterly voucher been submitted for reimbursement? A copy should be attached to the quarterly report.

i. Is there a change in principal investigator?

j. If this is a multi-year project with multiple budget periods, has a request been submitted for a funding amendment?

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2. A copy of the quarterly payment voucher must be submitted to the project officer along with the quarterly progress report.

3. Two copies of a draft final report must be submitted to the project officer for review and comment prior to the final report submittal.

4. A final project report in a camera-ready form and two copies along with a disk containing the report in WordPerfect or Word must be submitted to the project officer for acceptance and approval at the completion of the project. Copies of publications, presentations, pamphlets, or brochures must be provided in both hard copy and electronic format.

5. A copy of any abstract for a presentation at a professional meeting or publication of data or scientific, informational, or educational material pertaining to this assistance agreement must be provided to the project officer for review prior to its dissemination.

6. The project officer must be advised of any participation in professional meetings and conferences funded under this agreement.

7. If applicable, the grantee will document through photographs or narrative photographically (video/photos) the transition from pre-award to post-award conditions for each project and will submit such documentation with the quarterly report that concludes each year and in the final report.

8. Any environmental data generated under this agreement must be submitted to the RCRA Program project officer on electronic media according to the format agreed upon in consultation with the project officer.

The activities in this cooperative agreement will require substantial federal involvement in the form of programmatic oversight, and review and comment on all agreement activities and products.

9. EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.
Performance Reports:

In accordance with 40 CFR § 30.51 (d), the recipient agrees to include in performance reports submitted under this agreement information on each of the following areas: progress to date on milestones, environmental results achieved or to be achieved in quantitative terms as appropriate.

In accordance with 40 CFR § 30.51 (f), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. Notification must take place prior to the submittal of the final report. As necessary performance reports should include; problems encountered to date, and solutions to be implemented to resolve issues and keep the project on schedule and within budget.

10. Performance Reports:

In accordance with 40 CFR § 30.51 (d), the recipient agrees to include in performance reports submitted under this agreement information on each of the following areas: progress to date on milestones, environmental results achieved or to be achieved in quantitative terms as appropriate.

In accordance with 40 CFR § 30.51 (f), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. Notification must take place prior to the submittal of the final report. As necessary performance reports should include; problems encountered to date, and solutions to be implemented to resolve issues and keep the project on schedule and within budget.

February 8, 2011 Regular BoCC Meeting
Agenda Item #31

Title
Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements): Bid 11-437 (Amended)

Amount
N/A

Description
Request Approval of the Finance Report to approve and award Bid 11-437; Project 6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements).

Recommendation
Approve the award of Bid 11-437; Project 6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements), to APAC-Southeast, Inc., and authorize staff to negotiate a contract.

Alternative(s)
That the Board reject the award of Bid #11-437; Project #6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements).

Requested By
Rick Hedrick/Larry M. Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
The recommendation of the Public Works Department is to approve the award of Bid #11-437; Project #6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements), to APAC-Southeast, Inc., in the amount of $1,179,041.31 (base bid $1,071,855.74 plus 10% Contingency), as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

Background
On April 19, 2005, the Board of County Commissioners approved a $33 million bond issue from Gas Tax Bond Revenues to fund the resurfacing of roads within Alachua County, which included N. Main Street. Project #6336 consists of resurfacing N. Main Street from NW 8th Avenue to NW 23rd Avenue with associated signalization improvements and sidewalk construction. This project is the second half of the project constructed by the Florida Department of Transportation (FDOT) that was funded by the American Recovery and Reinvestment Act (ARRA). Bid #11-437; Project #6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements) was opened on December 15, 2010. Public Works staff reviewed the bids and the lowest most responsive and responsible bidder was APAC-Southeast in the amount of

$1,179,041.31.

Issues
Maintenance of County Roadway Infrastructure; Rejecting this Bid will inhibit the Department's ability to serve Alachua County Residents.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 11437FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

January 19, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid #11-437; Project #6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements)

Deadline for Receipt of Bids:	2:00 pm, Wednesday, December 15, 2010
Advertisement Dates:	September 22, 2010 and September 29, 2010
Notifications sent to:	874 Vendors
Solicitations Requested by:	50 Vendors
Bid(s) Received From:	3 Vendors

Firms:	**Bid Amount**	**10% Contingency**
APAC-Southeast, Inc. Jacksonville, FL	$1,071,855.74	$107,185.57
D.A.B. Constructors, Inc. Inglis, FL	$1,118,888.89	$111,888.88
V.E. Whitehurst & Sons, Inc. Williston, FL	$1,211,563.38	$121,156.34

Administrative Recommendation:

The recommendation of the Public Works Department is to approve the award of Bid #11-437; Project #6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements), to APAC-Southeast, Inc., in the amount of $1,179,041.31 (base bid $1,071,855.74 plus 10% Contingency), as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

APPROVED THIS 8th DAY OF February, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm

February 8, 2011 Regular BoCC Meeting
Agenda Item #32

Title
Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications: Bid 11-438 (Amended)

Amount
N/A

Description
Request Approval of the Finance Report to approve and award Bid 11-438; Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications.

Recommendation
Approve the award of Bid 11-438; Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8the Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications, to D.A.B. Constructors, Inc., and authorize staff to negotiate a contract.

Alternative(s)
That the Board reject the award of Bid #11-438; Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8the Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications.

Requested By
Rick Hedrick/Larry M. Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
The recommendation of the Public Works Department is to approve the award of Bid #11-438; Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8the Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications, to D.A.B. Constructors, Inc., in the amount of $1,494,935.62 (including 10% Contingency), as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

Background
On April 19, 2005, the Board of County Commissioners approved a $33 million bond issue from Gas Tax Bond Revenues to fund the resurfacing of roads within Alachua County which included NW/SW 91st Street. Project #6334 consists of resurfacing NW/SW 91st Street from SW 8th Avenue to Newberry Road with the addition of 2' paved shoulders and the reconstruction and widening of the existing multi-use path. Project #6316 is a maintenance project to retrofit an existing roundabout within the Cobblefield Subdivision to improve the safety and performance and reduce maintenance costs. Bid #11-438; Project #6334 Resurfacing of NW/SW 91st Street (from SW 8th Avenue to Newberry Road) and Project #6316 Cobblefield Roundabout

Modifications was opened on December 15, 2010. Public Works staff reviewed the bids and the lowest most responsive and responsible bidder was DAB Constructors in the amount of $1,494,935.62.

Issues
Maintenance of County Roadway Infrastructure; Rejecting this Bid will inhibit the Department's ability to serve Alachua County Residents.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 11438FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

January 14, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid #11-438; Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8the Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications

Deadline for Receipt of Bids:	2:00 pm, Wednesday, December 15, 2010
Advertisement Dates:	October 20, 2010 and October 27, 2010
Notifications sent to:	613 Vendors
Solicitations Requested by:	38 Vendors
Bid(s) Received From:	3 Vendors

Firms:	**Bid Amount (Including 10% Contingency)**
D.A.B. Constructors, Inc. Inglis, FL	$1,494,935.62
John C. Hipp Construction Equipment Company Alachua, FL	$1,558,680.83
O'Steen Brothers, Inc. Gainesville, FL	$2,780,843.75

Administrative Recommendation:

The recommendation of the Public Works Department is to approve the award of Bid #11-438; Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8the Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications, to D.A.B. Constructors, Inc., in the amount of $1,494,777.75 (base bid $1,358,888.88 plus 10% Contingency), as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

APPROVED THIS 8th DAY OF February, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm

February 8, 2011 Regular BoCC Meeting
Agenda Item #33

Title
Annual Monitoring of Disaster Debris Recovery Activities: RFP 11-74 (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking for RFP 11-74; Annual Monitoring of Disaster Debris Recovery Activities.

Recommendation
Approve the Finance Report to rank RFP 11-74; Annual Monitoring of Disaster Debris Recovery Activities and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Alternative(s)
That the Board reject the ranking of RFP #11-74; Annual Monitoring of Disaster Debris Recovery Activities.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
RFP #11-74; Annual Monitoring of Disaster Debris Recovery Activities was advertised on July 7, 2010 and July 14, 2010. The deadline for receipt of RFP was September 15, 2010. Four (4) vendors responded for RFP #11-74; Annual Monitoring of Disaster Debris Recovery Activities. Beck Disaster Recovery, Inc. Maitland, FL **GRD Solutions, LLC Dade City, FL O'Brien's Response Management, Inc./Geo-Technologies, Inc. Maitland, FL Reynolds, Smith & Hills, CS Jacksonville, FL **Vendor deemed SBE Non-Responsive That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached. 1. O'Brien's Response Management Inc./Geo-Technologies, Inc. 2. Beck Disaster Recovery, Inc. 3. Reynolds, Smith & Hills, CS

Background
FEMA requires that local government entities have pre-existing contracts for disaster debris response in order to be eligible for federal reimbursement of disaster related expenses. Alachua County wishes to maximize federal reimbursement for expenses related to a declared disaster and to meet the FEMA requirement for prepositioned agreements with qualified professional disaster recovery firms.

Issues

Monitoring and documentation contracts for post-disaster debris collection and removal activities are required by FEMA. Without the required prepositioned contract for these services, FEMA may decline federal reimbursement of the County's disaster recovery expenses.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 1174.pdf



Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

January 24, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

for L. Sapp

SUBJECT: RFP #11-74; Annual Monitoring of Disaster Debris Recovery Activities

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, September 15, 2010
Advertisement Dates:	July 7, 2010 and July 14, 2010
Notifications sent to:	185 Vendors
Solicitations Requested by:	20 Vendors
Responses Received From:	4 Vendors

Firms:

Beck Disaster Recovery, Inc. Maitland, FL	**GRD Solutions, LLC Dade City, FL
O'Brien's Response Management, Inc. /Geo-Technologies, Inc. Maitland, FL	Reynolds, Smith & Hills, CS Jacksonville, FL

***Vendor deemed SBE Non-Responsive*

ADMINISTRATIVE RECOMMENDATION:

That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. O'Brien's Response Management Inc., /Geo-Technologies, Inc.
2. Beck Disaster Recovery, Inc.
3. Reynolds, Smith & Hills, CS

APPROVED THIS 8 DAY OF Feb, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS/mm

February 8, 2011 Regular BoCC Meeting
Agenda Item #34

Title
CHOICES Health Services and Gainesville Vision Center, PA (Amended)

Amount
N/A

Description
Request Approval of the CHOICES Provider Agreement for Vision Care.

Recommendation
Approve and Execute the CHOICES Agreement for Vision Care with Gainesville Vision Center, PA.

Alternative(s)
Do not approve the CHOICES Agreement for Vision Care with Gainesville Vision Center, PA.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
CHOICES Provider Agreement for Vision Care with Gainesville Vision Center, PA Agreement FY 11

Documents Requiring Action
CHOICES Provider Agreement for Vision Care with Gainesville Vision Center PA Agreement FY 11

Executive Summary
Gainesville Vision Center, PA, will be responsible for providing certain specified vision care services to eligible indigent and medically poor Alachua County Residents. This agreement is for the period of February 15, 2011 through September 30, 2011.

Background
This is a new CHOICES Provider Agreement with Gainesville Vision Center, PA for the provision of Vision Care.

Issues
If not approved, less vision care services will be available to CHOICES Enrollees.

Fiscal Recommendation
Approve the CHOICES Provider Agreement for Vision Care services with Gainesville Vision Center, PA. Sufficient funds have been appropriated for FY11.

Fiscal Alternative(s)
Do not approve the CHOICES Provider Agreement for Vision Care with Gainesville Vision Center, PA.

Funding Sources

Indigent Healthcare Surtax.

Account Code(s)
010-2926-562.31-60

Attachment: Gville Vison Center CHOICES Final.pdf

CHOICES PROVIDER AGREEMENT
FOR VISION CARE

THIS AGREEMENT is made and entered into this 8th day of February 2011, by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter singularly referred to as County) and Gainesville Vision Center, PA (hereinafter referred to as Provider), whose address is 4401 NW 25th Place, Suite D, Gainesville, FL 32606.

W I T N E S S E T H:

WHEREAS, the Community Health Offering Innovative Care and Educational Services (CHOICES) Health Services program is charged with the effective and efficient use of taxpayer monies to maximize delivery of cost effective health care services to qualified and medically poor County residents pursuant to §212.055(7), Florida Statutes; and

WHEREAS, the County is working in partnership with health care providers in Alachua County to ensure the stable provision of quality health care services to qualified and medically poor County residents; and

WHEREAS, the County and Provider desire to enter into a contract to provide certain health care services to persons determined by the County to be eligible for CHOICES services;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. Provider will participate in the CHOICES Health Services Program (hereinafter referred to as "CHOICES" or "Program") as providers of certain specified health care services ("Covered Services") and will provide, or assure provision of, the services specifically described and noted in Attachment A-1, Scope of Services.

B. Provider must furnish, at its own cost and expense, (unless otherwise specified herein) all equipment, tools, materials, facilities and labor of every description necessary to carry out and complete the tasks, requirements, terms, and conditions set forth in this Agreement.

C. All health care services shall be provided in a good, substantial, and professional manner.

2. **TERM**

A. This Agreement will become effective on February 15, 2011 and shall continue in full force up to and including September 30, 2011, unless terminated as provided herein. The parties have the option to renew this Agreement for one (1)

additional one-year terms under the same terms and conditions provided herein by written amendment to the Agreement.

B. Provider must commence performance of the services required on said effective date.

3. **ELIGIBILITY FOR CHOICES**

A. County will consider requests for payment only for those Enrollees that are certified as eligible for CHOICES at the time service is delivered, based upon County's eligibility criteria, and only for Covered Services specifically presented herein.

B. County will allow Provider access to current Enrollee enrollment so that Provider can independently verify Enrollee enrollment for its use as necessary and legally permissible.

C. At the time of enrollment, each Enrollee will be provided written proof of eligibility for Covered Services.

4. **COMPENSATION**

A. Payment for Covered Services provided pursuant to this Agreement will be made by County on a fee-for-service basis in accordance with the applicable rates included in Attachment B, Payment Policy.

B. The Provider shall collect the applicable co-pay amount set forth in Attachment B from the Enrollee for the service rendered.

C. No minimum amounts are guaranteed to any individual Provider and the total payable to any individual Provider shall be dependent upon actual utilization of Covered Services by eligible Enrollees and this Agreement's not-to-exceed amount, regardless of the number of Participating Providers under contract with County.

D. County shall make the final determination of payment for eligible services provided pursuant to this Agreement.

E. In no event shall Provider bill, attempt to collect, and/or request reimbursement from an Enrollee for Covered Services covered under this Agreement, except for the co-payment described herein.

5. **BILLING**

Provider agrees to prepare and submit reimbursement requests in a manner that is consistent with the requirements specified in Attachment A, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing rules for transaction, security and privacy.

6. **PROMPT PAYMENT PROCEDURES**

A. All payments made pursuant to this Agreement by County through its designated third party administrator (TPA) to Provider shall be made on a reimbursement basis in accordance with the applicable provisions of Florida Statutes Chapter 218, Part VII and the County's prompt payment procedures.

B. The applicable requirements detailed in this Agreement will be substantially incorporated into any agreement between the County and a third party administrator for the CHOICES program.

7. **INDEMNIFICATION**

The Provider agrees to indemnify and hold harmless the County, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by negligent acts or omissions of the Provider and other persons employed or utilized by the Provider in the performance of this Agreement. This indemnification provision shall survive the termination of this Agreement.

8. **Project Records**. For a period of five (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 PROVIDER shall keep and make available to the COUNTY for inspection and copying, upon written request by the COUNTY, all records in PROVIDER's possession relating to the contract. Additionally, the PROVIDER 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, PROVIDER may claim that some or all of PROVIDER'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 PROVIDER in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. PROVIDER 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 PROVIDER as "Confidential Information" or "CI".

The COUNTY shall promptly notify the PROVIDER in writing of any request received by the COUNTY for disclosure of PROVIDER's Confidential Information and the PROVIDER may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. PROVIDER 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. PROVIDER shall

investigate, handle, respond to, and defend, using counsel chosen by the COUNTY, at PROVIDER's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. PROVIDER 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. PROVIDER releases COUNTY from claims or damages related to disclosure by COUNTY.
If parts of this agreement are to be considered CI, then Provider shall provide a fully redacted version for use by the County.

9. **AMENDMENTS**

The parties may amend this Agreement only by mutual written agreement of the parties.

10. **THIRD PARTY PAYOR**

A. Provider understands and acknowledges that, in accordance with § 212.055, Florida Statutes, County is required by law to be the payor of last resort with respect to reimbursement for Covered Services rendered under this Agreement. Should the Enrollee inform the Provider that he or she is covered by an available benefit program as described in subsection 9.C. herein, the Provider shall inform the County of such coverage.

B. Under no circumstances will County be responsible to pay for any services provided in connection with a work related accident or injury and Provider shall not bill County for any such services.

C. For purposes of this Agreement, available benefit programs include governmental and non-governmental third party payors including but not necessarily limited to Medicare, Medicaid, Veterans Administration, commercial insurance benefits, worker's compensation, settlements, judgments and/or any other potentially responsible persons. Whenever County has paid for services that are determined to be covered by another governmental program, County shall be repaid in full and prior to any other person, program or entity. In the event payment is denied, due to no fault of Provider, and the service is a Covered Service, Provider may submit an appeal of the denial to County. Such an appeal shall include both an explanation and documentation of the reason for the governmental entity's denial of payment.

D. Provider may not initiate and/or pursue any action, legal or otherwise, to collect for Covered Services rendered against Enrollee for which it has also billed the County unless consented to in writing by the County. Further, with the exception of worker's compensation benefits, Provider, by billing County, thereby assigns all of its right, title and interest in such unrealized or uncollected private third party benefits to County and agrees to assist County in identifying and collecting any such benefits. This assignment of rights by Provider only applies in cases where County has made or assumes responsibility for payment of services rendered by Provider. It is intended that if a resource of a liable third party becomes available at any time, Alachua County should not bear the burden of medical assistance to the extent of such resources.

E. In the event an Enrollee is eligible for other third party benefits and Provider is denied payment due to fault of Provider, such claims for payment shall also be denied by County and Enrollee may not be billed for such services.

11. **RECORD KEEPING**

A. Subject to applicable State and federal laws and regulations, Provider will keep adequate records and supporting documentation applicable to this contractual matter and for the Covered Services provided hereunder. Said records and documentation will be retained by Provider for six (6) years from the date of termination or expiration of the last renewal term of this Agreement, or as required by federal or State laws, whichever is longer.

B. County and its authorized agents will have the right to audit, inspect, and copy all such records and documentation related to Enrollees under this Agreement as often as County and its authorized agents deems necessary during the period of this Agreement and during the records retention period thereafter; provided, however, such activity will be conducted at County expense and during Provider's normal business hours.

C. County, during the time period expressed in Paragraph 10.A above, will have the right to obtain a copy of and otherwise inspect any audit made at the direction of Provider as concerns the aforesaid records and documentation, or any Covered Services provided pursuant to this Agreement and the payment therefore, unless such audit is protected under the attorney/client privilege.

D. Nothing in this section is meant to in any way affect, modify or abridge the protections and immunities afforded by §395.0193, Florida Statutes or any applicable State or federal law in connection with peer review activities.

E. Subject to all requirements under State and federal laws and regulations, including HIPAA, County also reserves the right, as payor and plan operator, to examine and obtain copies of Enrollee medical records and any other billing records related to this Agreement. The parties understand and agree that disclosure of Enrollees' medical records to County is subject to written consent by the Enrollee(s). Such copies, if authorized, will be provided in accordance with applicable Florida law, including photocopy charges set forth therein.

F. If applicable, County and Provider will execute Data Set Agreements as required by HIPAA.

12. **ASSIGNMENT OF INTEREST**

Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

13. **DEFAULT AND TERMINATION**

A. Termination for cause: The failure of the Provider to comply with any provision of this Agreement will place the Provider in default. Prior to terminating this Agreement, the County will notify the Provider in writing. This notification will make specific reference to the provision which gave rise to the default. The County shall give the Provider seven (7) days in which to present a plan and timeline to cure the default.

The Director of the Alachua County Department of Community Support Services is authorized to provide written notice of default on behalf of the County. If in the County's sole opinion either the proposed timeline or plan provided to cure the default is unacceptable, the County may proceed with termination as provided herein. If the default situation is not corrected within the time established by the County, the County Manager is authorized to provide final termination notice.

B. Termination without cause: The County may terminate this Agreement without cause by first providing at least twenty-four (24) hours written notice to the Provider prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County. The County will pay the Provider for all work satisfactorily completed prior to and no longer than thirty (30) days following any notice of termination.

C. Termination for insufficient funds: 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 Provider. The County will be the final authority as to the availability of funds. The County will pay the Provider for all work satisfactorily completed prior to and no longer than thirty (30) days following any notice of termination.

D. Except for termination for cause above, Provider shall continue to provide Covered Services to an Enrollee who is receiving Covered Services from Provider on the effective termination date of this Agreement until the Covered Services being rendered to the Enrollee by Provider are completed (consistent with existing medical ethical/legal requirements for providing continuity of care to an Enrollee), unless CHOICES makes provision for the assumption of such Covered Services by another CHOICES provider. CHOICES shall complete the reassignment of all Enrollees to another CHOICES provider within one hundred eighty (180) days, pursuant to CHOICES policies, following the effective termination date of this Agreement. County will compensate Provider pursuant to rates detailed in Attachment B for Covered Services provided to an Enrollee during said one hundred eighty (180) day period.

14. **WAIVER**

The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

15. **NOTICES**

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, the representatives of the County and Provider are:

County: CHOICES Director
Community Support Services Department
218 SE 24th Street
Gainesville, Florida 32641

A copy of any notice, request or approval to the County must also be sent to:

County

Alachua County Board of County Commissioners
Office of Management and Budget
Grants/Contracts
105 S.E. First Avenue, Suite 6
Gainesville, FL 32601

Provider Gainesville Vision Center, PA
Gerald Deputy, OD
4401 NW 25th Place, Suite D
Gainesville, FL 32606

And to

J.K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

16. **LAWS AND REGULATIONS**

The Provider will comply with all laws, ordinances, and regulations, applicable to the work required by this Agreement. The Provider 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 Provider is not familiar with state and local laws, ordinances, rules and regulations, the Provider remains liable for any violation and all subsequent damages or fines.

17. **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.

18. **SURVIVABILITY**

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

19. **FLORIDA PUBLIC ENTITY CRIMES, SUSPENSION OR DEBARRMENT**

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal or termination of an existing contract for cause. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, provider, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

C. Any Provider who has been suspended or debarred by the County, the State of Florida or federal governments may not participate as a Provider in this program. By signature, the Provider warrants that it has not been convicted of a Public Entity Crime in Florida and are not currently under suspension or debarment by Alachua County, the State of Florida, the federal government, or any agency thereof.

D. Subject to extenuating circumstances beyond Provider's reasonable control, Provider shall immediately verbally notify County if Provider is involved in or aware of any act, event, or occurrence which materially affects Provider's ability to carry out duties and obligations under this Agreement, including, but not limited to, suspension or loss of license, loss of hospital privileges, loss of professional liability coverage, exclusion from participation in Medicare, Medicaid, or other federal health care programs (eligible providers), conviction of a felony, or incapacity to perform the essential functions of this Agreement, with or without accommodation. Provider's verbal notification shall be confirmed in writing, and sent to County, within three (3) Business Days of such verbal notification.

20. INSURANCE REQUIREMENTS

The Provider shall provide adequate liability coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Agreement and any renewal(s) and extension(s) hereof. Upon execution of this Agreement, unless it is a State agency or subdivision as defined by §768.28, Florida Statutes, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Agreement. Upon execution of this Agreement, the Provider shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. Proof of Insurance is attached hereto as Attachment C.

21. CONFLICT OF INTEREST

Provider warrants that neither it nor any of its employees has any financial or personal interest that conflicts with the execution of this agreement. Provider shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

22. SUBCONTRACTING

Provider agrees to bind every subcontractor who may directly or indirectly provide services and/or commodities to any Enrollees to the applicable terms and

conditions of this Agreement. However, nothing in this Agreement creates a contractual relationship between any subcontractor and County.

23. **GOVERNING LAW AND VENUE**

This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

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.

25. **THIRD PARTY BENEFICIARY**

This Agreement does not create any relationship with, or any rights in favor of, any third party.

26. **HIPAA COMPLIANCE**

A. Both Provider and covered components of the County shall be in full compliance with all HIPAA regulations and provisions, including the privacy of Enrollee protected health information and securing all necessary releases/authorizations for the release of Enrollee information as required.

B. Both Provider and covered components of the County shall require that any and all employees, agents, subcontractors and any others who receive protected health information abide by the privacy requirements of HIPAA.

C. Provider and covered components of the County shall comply with all the requirements of the HIPAA laws and regulations related to security, transactions and privacy.

D. Provider and County shall maintain a contingency plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested.

E. Provider agrees to execute a separate Data Set Agreement as may be required by HIPAA, governing transactions and code sets and security.

27. **ABILITY FOR PROVIDER TO COLLECT FOR "NON-COVERED/NON-ELIGIBLE SERVICES"**

It is recognized that Enrollees may request of Provider Non-Covered Services that are not authorized by CHOICES and are, therefore, payable by Enrollee.

28. **ATTACHMENTS**

All Attachments attached to this Agreement are incorporated into and made part of this Agreement.

29. **CAPTIONS AND SECTION HEADINGS**

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

30. **COLLUSION**

By signing this Agreement, Provider declares that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

31. **COUNTERPARTS**

This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

32. **INDEPENDENT CONTRACTOR**

In the performance of this Agreement, Provider is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Provider is solely responsible for the means, method, technique, sequence, and procedure utilized by Provider in the full performance of this Agreement.

33. **PERMITS**

The Provider will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

34. **PROHIBITION AGAINST CONTINGENT FEES**

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider 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 Provider any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

35. **SUCCESSORS AND ASSIGNS**

The County and the Provider 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.

36. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

37. **PROGRAM UPDATE**

The County Manager is authorized to sign amendments that make changes to Attachment A in accordance with actions by the Board of County Commissioners provide such changes will not increase the cost of the Agreement by more than $50,000.00 during any contract year.

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
BOARD OF COUNTY
COMMISSIONERS

By: _____
Lee Pinkoson, Chair

2/8/2011
Date

ATTEST

_____
J.K. Irby, Clerk

APPROVED AS TO FORM:

_____
Alachua County Attorney

PROVIDER

By: Gerald Deputy O.D.
Gerald Deputy O.D. President.
Printed name and title

1/11/11
Date

Attest by Corporate Officer

BY: Kimberly Deputy
Kimberly Deputy - Sec.
Printed name and title 1/11/11

Attachment A

Scope of Services

1. **Definition of Terms:**
   A. **Assessment** - the health care practitioner's assessment of Enrollee's health.
   B. **Business Day** - Monday through Friday from 8am-5pm except for holidays observed by Alachua County government. This is not to be construed as Provider service hours that may vary from a Business Day.
   C. **CHOICES** - an acronym for Community Health Offering Innovative Care and Educational Services and refers to CHOICES Health Services Program: the program of benefits provided under CHOICES, herein referred to as CHOICES or as the Program.
   D. **CHOICES Fee Schedule** – the schedule of payments for Covered Services
   E. **Covered Services** - health services, supplies or products for which CHOICES will pay Providers when the Enrollee's status meets the criteria defined for receipt of the service.
   F. **Enrollee** - a person enrolled in the CHOICES Health Services program.
   G. **Grievance procedure** - a written protocol and procedure detailing an organized process by which Enrollees or Providers may express dissatisfaction with care, goods, services or benefits received and the resolution of these dissatisfactions.
   H. **Health care**- a comprehensive array of services provided to promote optimum health of Enrollees with an emphasis on prevention and health promotion: includes medical, oral health and behavioral health care services as well as ancillary services and pharmaceuticals.
   I. **MD** - a Medical Doctor who currently holds a license for the practice of medicine in the state of Florida.
   J. **Non-Covered Services** - health services, supplies or products for which CHOICES will not pay; services provided by a non-participating Provider; or services the Participating Provider is not approved to provide.
   K. **Participating Network Provider** – an organization with which CHOICES has an agreement to provide health services, supplies or products for CHOICES Enrollees.
   L. **Risks** – behaviors, biological, genetic or environmental factors that pose a risk to a person's health, for example, drug use, obesity or a family history of diabetes.
   M. **Site**- the assigned Provider location that is selected by the Enrollee for the provision of health care services stipulated in this Agreement.
   N . **TPA** – Third Party Administrator who maintains Enrollee information and pays claims on behalf of the Program.

2. **CHOICES Health Services Enrollees**:
   A. **General Description** - The Provider shall deliver Specialty Care to adults who meet eligibility requirements established by CHOICES.

B. **Enrollee Eligibility** - Enrollees eligible for Covered Services under this Agreement shall be limited to those defined by Section 39.10.05 of the Alachua County Code.

C. **Enrollee Eligibility Determination** - The County will determine eligibility for CHOICES and provide the Enrollee an identification card. The eligibility period will be certified for 15 months and shall end at the last day of the fifteenth full month following the initial certification. At the end of the certification period, the Enrollee may or may not be recertified for continuing eligibility. Providers shall verify eligibility at each visit to ensure Enrollee is still eligible for Covered Services

3. **Service Tasks**:

Covered Services shall be provided to assigned Enrollees.

A. Telephone or written follow-up for those Enrollees who miss scheduled appointments.

4. **Staffing Requirements**:

A. Staffing Levels - The Provider will maintain sufficient qualified staff to provide Covered Services according to the requirements of this Agreement.

B. Professional Qualifications - The health care practitioners must practice according to the constraints of their individual practice acts and/or protocols. Professional personnel records should document training as appropriate to their individual practice. Staff who are required by Florida law to have a license to practice must have proof of a current Florida license. The physicians and other health care practitioners assisting with the medical services must have demonstrated knowledge and skills in the area of medicine in which they will be performing or assisting.

C. Staffing Changes - Staffing changes may be made at the discretion of the Provider as long as replacement personnel have the required professional qualifications.

5. **Provider Site(s) Location and Support**

A. Service Delivery Location - Covered Services shall be provided at the facilities located at and times shown in Attachment A-2.

B. Changes in Location - The Provider must notify the County contract manager of any anticipated changes in the Sites(s).

C. Support - The Provider will supply all necessary office personnel, equipment, instrumentalities and supplies as required for provision of Covered Services that are usual and customary for a medical practice in the community.

6. **Deliverables:**

Provider will report all services (Covered and Non-Covered) provided to Enrollees using CMS 1500 forms or HIPAA compliant electronic format acceptable to the County and submitted to the TPA within 180 calendar days of providing the service. Provider will make a good faith effort to bill electronically.

7. **Provider Responsibilities:**
   - **A.** Provider will have a continuous quality improvement program (QIP) that includes monitoring of quality of care, documentation, and qualifications required for hiring professional staff. Provider will submit results of QIP if requested by County.
   - **B.** All services provided to the Enrollee will be documented in the Enrollee's medical chart using accepted medical records standards.
   - **C.** Provider agrees to refer Enrollees only to other County Participating Providers for Covered Services.
   - **D.** Provider will respond to enrollee complaints by documenting issues and responses in writing.
   - **E.** Provider will notify County or the County's TPA if they have indications that Enrollee may be eligible for or is receiving health benefits from another source including workers' compensation or insurance related to an accident.
   - **F.** If an Enrollee is dismissed by the Provider for cause, the Provider will notify CHOICES within two Business Days and will continue to provide Covered Services for a time period consistent with existing medical ethical/legal requirements for providing continuity of care to an Enrollee.
   - **G.** If the Provider offers services that the Enrollee needs but which are not a Covered Service, the Provider may provide and charge the Enrollee for the service but must make the distinction between Non-Covered and Covered Services to the Enrollee before providing the Non-Covered Service. The Provider will inform the Enrollee of the charge for the service before the Enrollee agrees to accept it.
   - **H.** Provider will submit Covered Services and Non-Covered Services provided to Enrollees on the CMS 1500 or HIPAA compliant electronic format acceptable to the County and submitted to the TPA, to allow County to document all services rendered to Enrollees.
   - **I.** Provider will assist in recruitment of Enrollees by making referrals to County of potentially eligible adults; distributing informational materials when and where practical; making space temporarily available to County staff for recruitment and enrollment; and participating in health fairs and other community activities.

8. **County Responsibilities:**
   - **A.** The County will provide a written provider manual that contains its written guidelines, policies, grievance procedure, and pharmacy protocol. If any part of the provider manual conflicts with the terms and conditions of the Agreement, then the terms and conditions of this Agreement shall prevail.
   - **B.** The County will provide training for Providers in Program policy, procedures and services, and how to bill and use services of TPA.
   - **C.** The County will conduct periodic monitoring visits during which Enrollee charts will be reviewed and Provider's staff will be interviewed to determine issues and concerns about CHOICES.

Attachment A-1
Covered Services for Vision Care Services

Description: CHOICES reimburses for services rendered by licensed, CHOICES participating providers (Ophthalmologists, Optometrists, and Opticians).

CHOICES reimbursable services include:

- Annual Comprehensive Eye examination including refraction
- One pair of eyeglasses (frame and lens) annually
- Eyeglass lenses will be single vision, bifocal, or trifocal lenses in CR-39 (plastic)

Limitations: CHOICES reimbursement for vision services has the following limitations: CHOICES will provide one comprehensive eye exam during a twelve-month period. Eyeglasses are limited to no more than one pair of eyeglasses per member, per year, based on medical necessity as determined by a medical professional.

Co-pay: There is a $10 co-pay for the Comprehensive Eye exam and $25 Co-pays for Eyeglasses.

CHOICES Eyeglass Benefit and Reimbursement
Patient Benefits

Patient Co-pay	Frame Allowance	Single Vision Lenses	Flat Top Bifocals(FT-28)	Trifocals (7x28)
$25.00	$100.00	Covered	Covered	Covered

Additional Options
****Patient pays for any additional upgrades**

Frame Overage	Patient Pays Difference Less 20%	
Scratch Coating	Patient Pays	$20.00
Polycarbonate Lenses	Patient Pays	$30.00
Tint	Patient Pays	$10.00
UV 400	Patient Pays	$15.00
Transition Lenses	Patient Pays	$65.00
Progressive (Standard)	Patient Pays	$75.00
Progressive (Premium)	Patient Pays	$120.00

Provider Benefits

Frame Reimbursement	Single Vision Lenses Reimbursement	Flat Top Bifocals(FT-28) Reimbursement	Trifocals (7x28) Reimbursement
$60.00	$45.00	$55.00	$60.00
Billing Code CHS10	Billing Code CHS15	Billing Code CHS20	Billing Code CHS25

Attachment A-2: Provider Site(s) Locations and Times of Service

Provider: Gainesville Vision Center, PA
Gerald Deputy, OD
Address: 4401 NW 25th Place, Suite D
Gainesville, FL 32606
Phone: 352-335-3937
Website: www.gainesvillevisioncenter.com
Hours: Mon-Fri, 8am-5pm

Attachment B: Payment Policy for Vision Care Services

Payment for Covered Services detailed in Attachment A-1, "Covered Services for Vision Care Services", will follow the CHOICES guidelines and will reimburse the Provider only for services listed in this attachment. The rates paid for services will be the CHOICES Fee Schedule. Payment will be through a combination of claims payment from County through their TPA and co-pay from the Enrollee. The Enrollee will pay a co-payment of $10.00 or $25 (specific to services rendered) for each visit and the County will pay the remainder of the amount based on the covered service billed. The County is not responsible for paying Provider the co-payment.

Provider shall submit invoices on CMS 1500 forms or in HIPAA compliant electronic format to the County or the TPA paying claims on behalf of County. Claims must be submitted within 180 days of service delivery and must accurately provide all required information to be paid. If Provider wishes to resubmit or appeal a denied claim, it must be resubmitted within 90 days of the written rejection notice. Claims not meeting these guidelines will not be paid.

Attachment C: Insurance

INTERSTATE INSURANCE GROUP

CHICAGO INSURANCE COMPANY
Executive Offices
33 W. MONROE STREET
CHICAGO, ILLINOIS 60603

Client # 210197

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

Region	Producer	Issued	Prior Certificate Number	Purchasing Group Policy Number
23	0001614	07/07/2010	AHL-1116684	44-2010129

Offered through Allied Health Purchasing Group Association

SECTION I — DECLARATIONS

Item — **CERTIFICATE NUMBER:** AHL-1116684

1. Named Insured: St Johns Eye Care PA

2. Mailing Address: 2504 Crill Avenue
Palatka, FL 32177

3. Policy Period: From: 08/20/2010 To: 08/20/2011
12:01 A.M. Standard Time At Location of Designated Premises

4. Business or Profession: Optometrist
Affiliation: Optometrist Professional Liability

5. The Named Insured is a(n): ☐ Partnership ☐ Corporation ☐ Individual ☐ Sole Proprietor (with employees) ☒ Other: Organization

This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s):
PLJ-2037 (05/98), PLE-2087 (04/00), PON-2003 (01/04) (Ed. 03/09), PLE-2252 (05/00)

SECTION II

Item	COVERAGE		Premium
A.	Professional Liability	☒	$1,354.00
B.	General Liability	☐	
	Endorsements	☐	

FLIGA - 2007 Regular Surcharge:	$7.58
FLIGA - 2009 Regular Surcharge:	$11.51
TOTAL PREMIUM:	$1,373.09

LIMITS OF LIABILITY

$1,000,000 Each Incident and Each Occurrence — $3,000,000 Aggregate

SECTION III

SUPPLEMENTARY PAYMENTS

A. First Party Assault
B. Licensing Board Reimbursement
C. Wage Loss and Expense
D. Deposition Expense
E. First Aid Reimbursement

Representative Agent or Broker
Marsh Affinity Group Services
a service of Seabury & Smith
12421 Meredith Drive
Urbandale, IA 50398
1-800-503-9230

THE MAIN STREET AMERICA GROUP
NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

PREMIUM SUMMARY

Date Prepared: 07/29/2010 | Quote#: 815582

Named Insured: Gainesville Vision Center P.A. | Agent Name: SCARBOROUGH COMPANY INS INC

Policy Type: FL BusinessOwners | Effective Date: 07/29/2010

Policy level coverages:

Coverage	Limit / Exposure	Deductible	Premium
General Liability - Combined Single Limit - each occurrence/aggregate	$1,000,000/ $2,000,000		Included
Hired and Non-Owned Auto	$1,000,000		Included
Policy Level Totals:			$0.00

Location:1, **Description:**4401 NW 25 Place, Suite D, **State:**FL

Coverage	Limit	Deductible	Premium
Commercial Guard Plus			$150.00
Personal Property	$65,000	$1,000	$443.00
Wind and Hail % Deductible	$65,000	5%	Included
Utility Services Direct Damage	$5,000		$10.00
Utility Services Time Element	$5,000		$24.00
Tenants Exterior Building Glass		$250	$40.00
AI Managers or Lessors of Premises			$8.00
Business Income & Extra Expense	12 Months		Included
Location-1 Total:			$675.00

Subtotal	$675.00
Policy Fee	$100.00
Fees and Surcharges	$4.68
Florida Recoupment	$20.19
Grand Total (Full Annual Premium)	**$799.87**

The quotation is based on the information provided and is subject to underwriting approval by the company and your agent's authority to bind coverage on behalf of the company. The premium quoted

Client # 210197

MEMORANDUM OF INSURANCE

Date Issued
July 14, 2010

Producer

Marsh Consumer
a service of Seabury & Smith, Inc.
P.O. Box 14576
Des Moines, IA 50306-3576
www.proliability.com

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage
Chicago Insurance Company

Insured
St Johns Eye Care PA
2504 Crill Avenue
Palatka, FL 32177

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Optometrist	AHL-1116684	08/20/2010	08/20/2011	Per Occurrence	$1,000,000
				Aggregate	$3,000,000
General Liability				Per Occurrence	
				Aggregate	

Evidence of Insurance
Gerald Deputy, OD and John Lennon, OD are covered owners under the provisions of this policy.

Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum 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 Representative
Joan O'Sullivan

Joan S. O'Sullivan

CA Lic. #0633005

February 8, 2011 Regular BoCC Meeting
Agenda Item #35

Title
Emergency Medical Services Matching Grant Application for Zimek Sanitizing System (Amended)

Amount
$70,037.08 ($52,527.81 Grant and $17,509.27 Match)

Description
Public Safety: Emergency Medical Services Matching Grant Application for Zimek Sanitizing System for Department Ambulances. This system aidses in the elimination and prevention of communicable diseases.

Recommendation
Authorize the Emergency Medical Services Matching Grant Application for the Zimek Sanitizing System for the Ambulances

Alternative(s)
Disapprove the grant application and direct staff

Requested By
Ed Bailey 352-384-3130

Originating Department
Public Safety

Attachment(s) Description
Emergency Medical Services Matching Grant Application

Documents Requiring Action
Emergency Medical Services Matching Grant Application

Executive Summary
The State Department of Health, Bureau of EMS has an annual competitive grant process that allows counties to apply for a 75% (State Funds), 25% (local match County funds) grant. Alachua County Department of Public Safety has prepared a request to purchase the Zimek Micro-Mist room and vehicle sanitizing system to decontaminate the ambulances, equipment and stations thereby reducing the personnels exposure to blood borne and other infectious diseases. Preventative measures such as decontamination systems prevent the spread of deadly viruses that could otherwise infect our personnel. The cost for the Zimek Sanitizing System is $70,037.08 ($52,527.81 grant funds 75% and $17,509.27 local match 25%). The Department will have the local match within our FY10/11 approved budget.

Background
Chapter 401, Florida Statutes authorizes the Department of Health, Bureau of EMS, to accept applications for competitive grants once a year. Seventy-five percent of the funds are State monies and twenty-five percent are matched by the county receiving the grant. The Department of Public Safety has prepared a grant request to purchase the Zimek Micro-Mist room and vehicle sanitizing system to cleanse and decontaminate the vehicles, equipment and stations. Over the past few years, we have seen an upswing in the number of incidents involving infectious diseases in Alachua County. In 2009 alone, the Alachua County Health Department reported 561 cases of infectious disease. As the sole EMS transport provider for Alachua County, our employees have the potential to come in contact with these patients. Last year, the United States has seen the emergence of yet another

pathogen, H1N1, which brought the world closer to another pandemic. Each year in the United States, on average, more than 200,000 people are hospitalized from flu-related complications, and 36,000 people die from flu-related causes. First Responders who are not working in clean, decontaminated environments are putting themselves at risks and also risk passing these serious diseases to others. Currently the Department manages the threat of infectious disease by using the manual spray and wipe method. The problem arises when the area is not able to be properly disinfected in between each patient transport/interaction. Research has shown, places like the stethoscope, steering wheel, door handles, and mirrors are being forgotten. The Department is requesting a grant to purchase decontamination equipment to help the members of the department in removal of many diseases. The equipment will kill MRSA, Hepatitis C, H1N1, virus, mold, and mildew in the station and in the ambulance for 30 days. The decontamination equipment will reduce the exposure of our personnel to communicable diseases. The Alachua County Health Department's data on reportable infectious diseases proves that our personnel and our vehicles are regularly exposed to these diseases. Below is a table of the reportable infectious diseases as reported by the Alachua County Health Department for 2009. AIDS 35 Meningococcal (Neisseria Meningitidis) 03630 2 Haemophilus influenza, inv disease (03841) 4 Mumps 1 Hepatitis A 6 Pertussis (03390) 9 Hepatitis B (+HBsAG in preg women or child <24 months (07039) 7 Streptococcal Disease grp A inva (03400) 3 Hepatitis B Chronic (07032) 56 Strep pneumoniae invasive Disease, Drug resistant (04823) 10 Hepatitis C Chronic (07054) 224 Strep pneumoniae invasive Disease, Susceptible (04830) 19 HIV 59 Tuberculosis 3 Influenza A, Novel or Pandemic Strains 90 Typhoid Fever 2 Meningitis other (32090) 7 Varicella (05290) 30 Additionally, just this week we have transported patients from 3 facilities in Alachua County that were confirmed cases of GI viruses. The Health Department is still processing samples to confirm outbreaks of Norovirus at these facilities. The cost of the Zimek Micro-Mist sanitizing system is $68,237.08 and would require an estimated $1,800.00 installation costs to Fleet Management for a total cost of $70,037.08. Of this, $52,527.81 is state grant funds and $17,509.27 is local match. The Department anticipates having the local match within the FY10/11 approved budget.

Issues

The grant application must be received in Tallahassee by February 16, 2011 at 5:00 p.m. If the Department is successful in obtaining the grant request, the grant award will be brought back to the Board for acceptance. The grant it will require a local match of $17,509.27. The Department anticipates having the required match within the FY10/11 approved Department budget. The Department does not anticipate requesting additional funds to match the grant. The annual recurring costs of the equipment are minimal and will be absorbed in the Department's annual operating budget. These costs include $400.00 every two years for filter replacement and decontamination product which is estimated at approximately $420.00 per year. The initial purchase of the equipment includes several years worth of decontamination product.

Fiscal Recommendation

Potential $52,527.81 Grant Award

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: EMS Grant App Final.pdf

EMS MATCHING GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services

Complete all items unless instructed differently within the application

Type of Grant Requested: ☐ **Rural** ☒ **Matching**

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) _____

1. Organization Name: Alachua County

2. Grant Signer: (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)

Name: Lee Pinkoson

Position Title: Chair, Board of County Commissioners

Address: PO BOX 2877

City: Gainesville	County: Alachua
State: Florida	Zip Code: 32602-2877
Telephone: 352-264-6900	Fax Number: 352-338-7363
E-Mail Address: www.alachuacounty.us	

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Mitch Harrell

Position Title: Assistant Chief

Address: PO Box 548

City: Gainesville	County: Alachua
State: Florida	Zip Code: 32602
Telephone: 352-384-3128	Fax Number: 352-337-6138
E-Mail Address: jmh@alachuacounty.us	

4. Legal Status of Applicant Organization (Check only one response):
   (1) ☐ Private Not for Profit [Attach documentation-501 (3) ©]
   (2) ☐ Private For Profit
   (3) ☐ City/Municipality/Town/Village
   (4) ☒ County
   (5) ☐ State
   (6) ☐ Other (specify): _____

5. Federal Tax ID Number (Nine Digit Number). VF 59-6000501

6. EMS License Number: 2662 Type: ☐Transport ☐Non-transport ☒Both

7. Number of permitted vehicles by type: ____ BLS 12 ALS Transport 10 ALS non-transport.

8. Type of Service (check one): ☐Rescue ☒Fire ☐Third Service (County or City Government, nonfire) ☐Air ambulance: ☐Fixed wing ☐Rotowing ☐Both ☐Other (specify)_____

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. **[No signature is needed if medical equipment and professional EMS education are not in this project.]**

Signature: _____ Date: 1/26/2011

Print/Type: Name of Director Peter J. Gianas

FL Med. Lic. No. ME 42430

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

If your activity is a research or evaluation project, omit items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.

10. Justification Summary: Provide on no more than three one sided, double spaced pages a summary addressing this project, covering each topic listed below.

A) Problem description (Provide a narrative of the problem or need);
B) Present situation (Describe how the situation is being handled now);
C) The proposed solution (Present your proposed solution);
D) Consequences if not funded (Explain what will happen if this project is not funded);
E) The geographic area to be addressed (Provide a narrative description of the geographic area);
F) The proposed time frames (Provide a list of the time frame(s) for completing this project);
G) Data Sources (Provide a complete description of data source(s) you cite);
H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

10. Justification Summary: Provide no more than THREE one-sided, double spaced pages a summary addressing this project, covering each topic listed below:

a. <u>Problem description: STATE the problem and/or need –</u>

First responders make rapid decisions at the turn of a dime. Patients depend on quick assessments and good judgment because often it's a matter of life and death. But have you thought that you may be bringing more to those you care for than your expertise? Without knowing it, you could be bringing the flu and transmitting it even before you show symptoms. Plus, patients could be infected with flu without exhibiting symptoms. So how can first responders protect patients and themselves?

Alachua County Department of Public Safety wishes to acquire a Zimek Micro-Mist room and vehicle sanitizing system to cleanse and decontaminate our vehicles, equipment and stations thereby reducing our EMT's, paramedics and firefighters exposure to blood borne and other infectious pathogens. Over the past few years, we have seen an upswing in the number of incidents involving infectious diseases in Alachua County. In 2009 alone, the Alachua County Health Department reported 567 cases of infectious disease. As the sole EMS transport provider for Alachua County, our employees have the potential to come in contact with all of these patients at some time or another. In just the last year, the US has seen the emergence of yet another pathogen, H1N1, which brought the world closer to another pandemic. It is very important to decontaminate against the flu. Each year in the United States, on average, more than 200,000 people are hospitalized from flu-related complications, and 36,000 people die from flu-related causes. First responders who *are not* working in clean, decontaminated environments are taking risks: they are potentially exposed to a week or more of fever, headache, cough, weakness, and muscle aches, causing them to miss work, and they risk passing these serious diseases to others.

It is impossible to calculate the number of times body fluid has contaminated our vehicles. A recent study published in the Pre-Hospital Journal of Emergency Care examined the presence of MRSA, a bacteria that is highly resistant to normal therapy, in an EMS agency with a fleet of 21 vehicles, MSRA was detected in nearly 50% of the ambulances, including the stretcher, steering wheel and bench seat. [1]Another study conducted last year, In New Jersey, found 30% of stethoscopes carried by EMS were contaminated with MRSA.[2]

By using preventative measures such has decontamination systems that effectively disinfects to prevent the spread of deadly viruses, we can help keep our first responders healthy. Decontamination systems are known to inhibit the regrowth of infectious pathogens. This "residual veil of protection" can last up to 30 days, subject to degradation which may occur from intensive UV light, air flow over the disinfected area, and repeated use of treated areas by humans/pets.

b. Present situation(describe how the situation is being handled now):

Currently, the Alachua County Department of Public Safety manages the threat of infectious disease by using the manual spray and wipe method. The problem arises when the area is not able to be properly disinfected in-between each patient transport/ interaction. Most people are surprised to discover that a liquid disinfectant generally must be applied wet to the intended surfaces for at least 10 minutes to be effective. The label directions on most EPA-registered disinfectants contain this 10-minute wet disinfection directive. The concern is that the spray and wipe technique is only being applied to the obvious places and not for the required timeframe. Research has shown, places like the stethoscope, steering wheel, door handles and mirrors are being forgotten. These are places where medically relevant pathogens can survive for prolonged periods on environmental surfaces. Another concern is that personnel that use a single wipe to clean up around beds, and tables transport bacteria to another location if dirty wipes are reused in another area.[3]

c. The proposed solution (present your proposed solution):

The Alachua County Department of Public Safety is requesting matching funds to purchase decontamination equipment to help the members of the department in the removal of many diseases. The decontamination equipment will kill MRSA, Hepatitis C, H1N1, virus, mold and mildew in the station and in the transport vehicles. The decontamination equipment will enhance our infection and safety programs and will satisfy the NFPA and OSHA Standards.

The equipment that we are requesting in this grant will improve our first responder and patient safety considerably. The decontamination equipment will help improve the health and the service we provide to our community.

Our goal is to provide equipment that will keep our first responders safe during all emergency incidents as well as prevent the spread of these infectious diseases to our patients. Alachua County Department of Public Safety has a proven history of creating a safer work environment for our **177** EMTs, paramedics, and fire fighters. This grant would allow our staff to continue reducing exposures to blood born pathogens, which is paramount since the changes in the Ryan White Act now prohibits hospitals from sharing information related to exposures.

d. Consequences if not funded (Explain what will happen if this project is not funded):

Without this equipment there will be no improvement in our ability to quickly decontaminate surfaces which create high risk areas for our first responders to operate in. This equipment will have a significant impact on our ability to function effectively and efficiently during all emergency incidents. Our responders are very dedicated and work hard to protect lives. Every year we respond to an increasing number of calls with new challenges and this new compliant equipment will help us meet these changing demands.

The decontamination equipment is essential in providing proper protection for our first responders. Our first responder's performance depends upon reliable, clean equipment that will keep them and their patients safe. Our current financial situation ensures that this equipment will not be purchased without assistance.

e. **The geographic area to be addressed (provide a narrative description of the geographic area):**

Alachua County Department of Public Safety is the sole Advanced Life Support transport provider for all of Alachua County as well as first response ALS to parties of unincorporated Alachua County, the cities of Archer, Newberry, Waldo, and Hawthorne. Alachua County Department of Public Safety provides ALS services to nearly 243,574 people in the county. Alachua County covers 900 square miles with a major US Interstate running through it. Our coverage area encompasses mostly rural, suburban and urban environments. Within our geographical region, we have many segments of critical infrastructure including: chemical facilities, two large universities, and public venues.

The University of Florida is ranked the second largest university based upon student population in Florida and the sixth largest university in the United States based upon student population. The Department provides EMS transport to all areas of Alachua County.

f. **The proposed time frames (provide a list of the time frame(s) for completing this project):**

The Alachua County Department of Public Safety would be able to have the match funds ready by the time the grant announcements are made. The turnaround time for purchase the decontamination equipment is roughly 2 weeks. We expect the entire process of internal purchase order approval, ordering, installation, training, and implementation to take 4 months.

g. **Data Sources:**

1. Roline CE, Crumpecker C, Dunn TM. Can Methicillin-Resistant Staphylococcus aureus be found in an ambulance fleet? 2007. Pre-hospital Emergency Care. 11(2):241-244.
2. Merlin A Do; Wong, Matthew L MPH; Pryor, Peter W MD, MPH; Ryan, Kevin; Marques-Baptista, Andreia MD; Perritt, Rachael PharmD; Stanescu, Catherine G MD; Fallon, Timothy BS. Prevalence of Methicillin - Resistant staphylococcus aureus on the stethoscopes of Emergency Medical Service Providers. January 2009. Journal Pre-Hospital Journal of Emergency Care. www.encyclopedia.com/Prehospital+Emergency+Care/publications.aspx?date=20091&pageNumber=1
3. Disinfectant Wipes May Spread Germs, Jane Akre, National News Desk, 2008, www.injuryboard.com

h. **Statement attesting that the proposal is not a duplication of a previous effort:**

This proposal is not a duplication of a previous effort. This project does not duplicate work the Alachua County Department of Public Safety has done on other grant projects under this grant program. This is the first time the Department has asked for decontamination equipment.

Next, only complete one of the following: Items 11, 12, or 13. Read all three and then select and complete the one that pertains the most to the preceding Justification Summary. Note that on all three, that before-after differences for emergency victim data are the highest scoring items on the Matching Grants Evaluation Worksheet used by reviewers to evaluate your application form.

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
C) Justify and explain how you derived the numbers in (A) and (B), above.
D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
E) How does this integrate into your agency's five year plan?

12. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS and other healthcare staff. Use no more than two additional one sided, double-spaced pages for your response. Include the following:

A) How many people received the training this project proposes in the most recent 12 month time period for which you have data (include the dates).
B) How many people do you estimate will successfully complete this training in the 12 months after training begins?
C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training.
D) Explain the derivation of all figures.
E) How does this integrate into your agency's five year plan?

13. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
B) What will the situation be in the 12 months after the project services are on-line?
C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project.
D) Explain the derivation of all numbers.
E) How does this integrate into your agency's five year plan?

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims:

a. Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.

In 2010 our field personnel used 9,101.58 hours of sick time costing the department $123,024.30. Due to a hiring freeze for the majority of 2010, most of this cost was covered by mandatory overtime. This overtime creates an additional cost to the Department and the taxpayers of Alachua County. Additionally, this overtime is creating undue stress on the system as a whole, creating fatigue on the part of those covering and possibly increasing their susceptibility to illness.

The Alachua County Health Department's data on reportable infectious diseases proves that our personnel and our vehicles are regularly exposed to these diseases. Below is a table of the reportable infectious diseases as reported by the Alachua County Health Department for 2009.

AIDS	35	Meningococcal (Neisseria Meningitidis) 03630	2
Haemophilus influenza, inv disease (03841)	4	Mumps	1
Hepatitis A	6	Pertussis (03390)	9
Hepatitis B (+HBsAG in preg women or child <24 months (07039)	7	Streptococcal Disease grp A inva (03400)	3
Hepatitis B Chronic (07032)	56	Strep pneumoniae invasive Disease, Drug resistant (04823)	10
Hepatitis C Chronic (07054)	224	Strep pneumoniae invasive Disease, Susceptible (04830)	19
HIV	59	Tuberculosis	3
Influenza A, Novel or Pandemic Strains	90	Typhoid Fever	2
Meningitis other (32090)	7	Varicella (05290)	30

Additionally, just this week we have transported patients from 3 facilities in Alachua County that were confirmed cases of GI viruses. The Health Department is still processing samples to confirm outbreaks of Norovirus at these facilities.

b. In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.

The decontamination equipment will enhance our infection controland safety programs and will considerably improve the health and safety of our first responders and patients. There is no EMS field specific data available, but we will reduce our sick leave by the use of the Zimek Decontamination System.

c. Justify and explain how you derived the number in (A) and (B) above.

Based on testimonials from users of the Zimek Decontamination System, a school in South Carolina reported a 65% decrease in student absenteeism and 100% decrease in teacher absenteeism due to illness. Additionally, a hospital in Nevada reports that while using the Zimek system as part of comprehensive MRSA infection reduction program they have seen a reduction in HAI with MRSA from 1.0/1,000 patient days in the third quarter 2008 to 0.4/1,000 patient days for the fourth quarter 2010.

d. What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.

The Zimek decontamination system will also help prevent the spread of disease to uninfected patients. There is no way of knowing how many disease outbreaks will be prevented by the use of this decontamination system. Also, along with the projected reduction in sick leave time used, we expect the mandatory overtime hours to be reduced significantly reducing cost to taxpayers and fatigue on personnel.

e. How does this integrate into your agency's five year plan?

In our effort to streamline our cost the Zimek Decontamination System will help reduce the sick leave usage and in turn reduce the overtime pay used by reducing our personnel's contact with infectious diseases

Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.

14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one sided, double spaced pages for this item.

A) Justify the need for this project as it relates to EMS.
B) Identify (1) location and (2) population to which this research pertains.
C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.
(2) Explain the basis for your estimates.
E) State your hypothesis.
F) Provide the method and design for this project.
G) Attach any questionnaires or involved documents that will be used.
H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
I) Describe how you will collect and analyze the data.

15. Statutory Considerations and Criteria: The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than one additional double spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:
A) Serve the requirements of the population upon which it will impact.
B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule or regulation of the department.
D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
E) Enable your organization to improve or expand the provision of:
1) EMS services on a county, multi county, or area wide basis.
2) Single EMS provider or coordinated methods of delivering services.
3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

15. Statutory Considerations and Criteria:

a. **Serve the requirements of the population upon which it will impact.**

Zimek Micro-Mist room and vehicle sanitizing system will cleanse and decontaminate our vehicles, equipment and stations thereby reducing our patients, EMT's, paramedics and firefighter's exposure to blood born and other infectious pathogens. Additionally it will eliminate secondary exposure to personnel's family members.

b. **Enable emergency vehicles and their staff to conform to state standards established by law or rule of the Department.** – N/A

c. **Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule or regulation of the Department.** – N/A

d. **Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.** – N/A

e. **Enable your organization to improve or expand the provision of:**

1) EMS services on a county, multi county, or area wide basis.

The mandatory overtime created by the excessive use of sick leave, which causes undue stress on the system as a whole will be reduced, thereby reducing fatigue experienced on the part of those covering the absent employee and reducing their susceptibility to illness. Reducing sick leave and overtime cost will improve the budget climate of the Department and Alachua County.

Additionally, the use of the Zymek Decontamination System will help patients with compromised immune systems that are susceptible to infectious pathogens by improving our decontamination procedures.

2) Single EMS provider or coordinated methods of delivering services. – N/A

3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services. – N/A

16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

Work Activity	**Number of Months After Grant Starts**	
	Begin	End
Internal Purchasing Process 2 mo.	0 mo.	2 mo.
Purchasing Zimek System 2-3 wks.	2 mo.	2.5 mo.
Retrofitting Units 6 wks	2 mo.	3.5 mo.
Training 2 wks.	3.5 mo	4 mo.
Implimentation	4 mo.	Continuous

17. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

17. <u>County Governments:</u> If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

In fiscal year 09/10 Alachua County Department of Public Safety replaced all (36) monitor defibrillators with new monitors defibrillators that have capnography, twelve lead and STEMI transmission capabilities. Prior to this purchase we were not in compliance with the capnography requirements of F.A.C.64J-1.003(v). In order to accomplish this, a significant portion of the county grant funds have been allotted through fiscal year 2013.

18. Budget:		
Salaries and Benefits: For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	**Costs**	**Justification:** Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
TOTAL:		

Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, excluding expenditures classified as operating capital outlay (see next category).	**Costs:** List the price and source(s) of the price identified.	**Justification:** Justify why each of the expense items and quantities are necessary to this project.
Instalation by Fleet Management	$1,800.00	$100.00 per vehicle intalation cost
TOTAL:	$1,800.00	

Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature, and the normal expected life of which is 1 year or more.	**Costs:** List the price of the item and the source(s) used to identify the price.	**Justification:** State why each of the items and quantities listed is a necessary component of this project.
Zimek Decontamination System	$68,237.08	
TOTAL:	$68,237.08	

State Amount (Check applicable program)		
☒ Matching: 75 Percent	$52,527.81	
☐ Rural: 90 Percent	____	
Local Match Amount (Check applicable program)		
☒ Matching: 25 Percent	$17,509.27	
☐ Rural: 10 Percent	____	
Grand Total	____	

FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Alachua County Board of County Commissioners

Mailing Address: P.O. Box 2877

Gainesville, FL 32602-2877

Federal Identification Number 59-6000501

Authorized Agency Official: Lee Pinkoson
Signature Date

Lee Pinkoson, Chair
Type Name and Title

Sign and return this page with your application to:

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

ATTEST:
J. K. IRBY, CLERK

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: $_____ Grant ID Code: _____

Approved By: _____ _____
Signature of EMS Grant Officer Date

State Fiscal Year: 2010 - 2011

Organization Code	E.O.	OCA	Object Code	Category
64-42-10-00-000	03	SF003	750000	059999

Federal Tax ID: VF_ _ _ _ _ _ _ _ _

Grant Beginning Date: _____ Grant Ending Date: _____

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

DH 1767, December 2008 64J-1.015, F.A.C.

19. Certification:
My signature below certifies the following.
I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.
I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07,F.S., effective after opening by the Florida Bureau of EMS.
I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.
I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the *Florida Administrative Weekly*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.
I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed, the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.
Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below. Signature of Authorized Grant Signer (Individual Identified in Item 2) — 02 / 08 / 11 MM / DD / YY

LEE PINKOSON, CHAIR

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

DH 1767, December 2008

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LEE PINKOSON, CHAIR

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

DH 1767, December 2008

FLORIDA DEPARTMENT OF HEALTH
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Federal Identification Number 59-6000501

Authorized Agency Official: _____
Signature Date

Lee Pinkoson, Chair
Type Name and Title

Sign and return this page with your application to:

APPROVED AS TO FORM

Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

ATTEST:

ALACHUA COUNTY ATTORNEY

J. K. IRBY, CLERK

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: $_____ Grant ID Code: _____

Approved By: _____ _____
Signature of EMS Grant Officer Date

State Fiscal Year: 2010 - 2011

Organization Code	E.O.	OCA	Object Code	Category
64-42-10-00-000	03	SF003	750000	059999

Federal Tax ID: VF_ _ _ _ _ _ _ _ _

Grant Beginning Date: _____ Grant Ending Date: _____

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

February 8, 2011 Regular BoCC Meeting
Agenda Item #36

Title
Homeless Emergency Shelter: Amendment Two to Interlocal Agreement with City of Gainesville for Homeless Emergency Shelter (Amended)

Amount
$30,000.00

Description
Request Approval of Amendment Two to Interlocal Agreement with City of Gainesville for Homeless Emergency Shelter

Recommendation
Approve and execute Amendment Two to Interlocal Agreement with the City of Gainesville for Homeless Emergency Shelter.

Alternative(s)
Do not approve and execute Amendment Two

Requested By
Elmira K Warren/John Skelly/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
1. Three original copies of Amendment Two to the Interlocal Agreement. 2. Original Agreement and First Amendment to the Agreement. 3. City of Gainesville Consent Agenda Item from January 20, 2011 by which City Commission allocated $30,000 in additional funding for emergency shelter services to be provided through March 31, 2011.

Documents Requiring Action
Three original copies of Amendment Two to the Interlocal Agreement.

Executive Summary
This Amendment Two amends the interlocal agreement to provide $30,000 in additional funding needed due to the unexpectedly quick expenditure of previously allocated funds. The original agreement was executed on March 30, 2010 and previously amended on June 7, 2010 (to correct beginning date as October 1, 2009.)

Background
On September 28, 2010 the BOCC included in its FY 2010-2011 Budget $25,000 for Homeless Emergency Shelter Services. Beginning in November 2010 these funds have been expended under terms of the interlocal agreement for emergency shelter services, as amended. Due to the early onset of cold nights (45 degrees Fahrenheit or below) this winter, and the longer than usual spells of such cold weather (lasting 4 or 5 days at a stretch) as of mid-January, 2011, the service providers in Alachua County have expended almost all the funds allocated by the City and County for such services. The City acted on January 20, 2011 to provide an additional $30,000 to extend the area's capacity to provide emergency shelter services. This $30,000 was taken from the City's Office on Homelessness (OOH) account for this purpose. Those funds were available because the OOH had not (over the past 4 years) fully expended funds made available by the City and County. The total amount of unexpended funds from the OOH account is $66, 801.75, half of which ($33,400.88) will be refunded to the County by the City within the next several

months. The $30,000 additional funds from the County for cold night shelter services will be more than offset by the $33,400.88 refund. Community Support Services can transfer sufficient funds temporarily from another departmental account and replace those funds once the county receives the OOH related refund from the City. The Amendment Two would continue the process whereby the City expends funds and then invoices the County for half the total of expenditures

Issues
The BOCC has not yet authorized accepting $33,400.88 from the City and adding that amount to the FY 2010-2011 Budget. In order to expeditiously provide the additional funding for emergency shelter services, we would temporarily transfer funds internally within the Community Support Services Budget, in anticipation of both the refund and the BOCC authorization to add it to the FY 2010-2011

Fiscal Recommendation
Approve and execute Amendment Two. Funding exists within the FY 2010-2011 Community Support Services Budget for this purpose

Fiscal Alternative(s)
Do not approve and execute Amendment Two

Funding Sources
General Fund

Account Code(s)
001-2905

Attachment: amend 2 inter local COG homeless emergency shelter.pdf
Attachment: Emergency Shelter Services interlocal March 1 2010.pdf
Attachment: COG Agenda12011.pdf
Attachment: amend 1 cog emergency shelter services.pdf

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
CITY OF GAINESVILLE for
EMERGENCY SHELTER SERVICES

THIS SECOND AMENDMENT is made and entered into this 8th day of February, 2011, 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 City of Gainesville, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties previously entered into an Interlocal Agreement dated March 1, 2010 for the provision of emergency shelter services, as amended on June 7, 2010 to clarify the effective date; and

WHEREAS, the $50,000 funding provided for FY 2010-2011 has been depleted early due to the consistent cold weather and the two agencies funded have requested the City and County approve additional funds so that services can be provided through March 31, 2011; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree to amend the Agreement as follows:

The County and the City shall each contribute an additional $30,000 (the "Additional Funding") to fund services during FY2010-2011. Accordingly, the maximum reimbursement the City may request from the County for FY2010-2011 is increased to $55,000; provided the City has expended (not just encumbered) an equal amount of funds.

This Second Amendment shall take effect upon the date of execution by the parties. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Interlocal Agreement dated March 1, 2010, as amended on June 7, 2010, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ATTEST:
J. K. IRBY, CLERK

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Alachua County Board of County Commissioners

APPROVED AS TO FORM

Alachua County Attorney's Office

CITY OF GAINESVILLE

ATTEST: _____

Clerk of the Commission

By:_____

Craig Lowe, Mayor

City of Gainesville

APPROVED AS TO FORM
AND LEGALITY

_____

City Attorney

AMENDMENT ONE

AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND CITY OF GAINESVILLE for EMERGENCY SHELTER SERVICES

THIS AMENDMENT ONE to the AGREEMENT, made and entered into this 7th day of June 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 City of Gainesville, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated March 1, 2010 for the provision of emergency shelter services, and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the March 1, 2010 Agreement as follows:

Section1. Term -- is amended in its entirety to read:

1. Term – This agreement is effective beginning October 1, 2009 and continuing through September 30, 2011. Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective upon the recording of this agreement.

This AMENDMENT NUMBER ONE shall take effect upon the date of execution by the parties under the terms and specifications contained in the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement dated March 1, 2010, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT NUMBER ONE 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

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST: _____
Clerk of the Commission

CITY OF GAINESVILLE

By: _____
Pegeen Hanrahan, Mayor
City of Gainesville

APPROVED AS TO FORM
AND LEGALITY

_____
Asst. City Attorney

INTERLOCAL AGREEMENT

This agreement is entered into this 1st day of March, ~~2009~~ 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 the City of Gainesville, a municipal corporation, hereinafter referred to as "City".

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 County and the City wish to support the operations of emergency shelter services for the purposes of ensuring the health and safety of homeless individuals during periods of cold weather or other emergencies caused by extraordinary circumstances that threaten the physical health and/or welfare of homeless persons,

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 from its Effective Date and continuing through September 30, 2011. Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective upon the official recording of the fully executed Interlocal Agreement with the Alachua County Clerk of Courts (the "Effective Date").

2. Duties of the City - The City shall have and perform the following duties, obligations, and responsibilities to the County: Provide funding to local organizations for the purpose of providing emergency shelter services to homeless individuals for the purposes described above, and expend at least $25,000 of City funding for such purposes during each of the two periods of time described below in Section 3. Duties of the County prior to invoicing the County for up to $25,000 to be used for such purposes. City funds described in this Section 2. Duties of the City must be expended for services rendered, and not merely encumbered, prior to invoicing the County. For FY 2009-2010, the City Commission shall contribute $25,000; and for FY 2010-2011, the City Commission shall contribute $25,000 pursuant to the terms and conditions of this Interlocal Agreement. The City's performance and obligation to pay under this Interlocal Agreement is contingent upon a specific annual appropriation by the City Commissioners. The parties hereto understand that this Interlocal Agreement is not a commitment of future appropriations.

3. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to the City:

During the period October 1, 2009 through September 30, 2010, the County shall pay up to $25,000 to the City upon receipt from the City of an invoice requesting payment of up to $25,000, which shall be used by the City solely for the delivery of services described herein. During the period October 1, 2010 through September 30, 2011, the County shall pay up to $25,000 to the City upon receipt from the City of an invoice requesting payment of up to $25,000, which shall be used by the City solely for the delivery of services described herein. For FY 2009-2010, the Board of County Commissioners shall contribute $25,000; and for FY 2010-2011, the Board of County Commissioners shall contribute $25,000 pursuant to the terms and conditions of the this Interlocal Agreement. The County's performance and obligation to pay under this Interlocal Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Interlocal Agreement is not a commitment of future appropriations.

4. Method of Payment - For all services actually, timely and faithfully performed, the City will be paid as follows:

a. The City shall be paid an amount not to exceed $25,000 for each fiscal year (October – September) during the effective term of this agreement, not to exceed a total of $50,000.00 for the two year term of the Agreement provided that the maximum reimbursement for the County will not exceed $25,000.00 for any one year period further provided that the City has expended $25,000 of City funds for emergency shelter services during all or through some portion of the periods of October 1, 2009 through September 30, 2010, and October 1, 2010 through September 30, 2011, as described in Section 3, Duties of the County.

b. As a condition precedent for any payment, the City shall submit an invoice to the County requesting payment for services rendered and expenses incurred. The City's invoice shall describe with reasonable particularity each service rendered, the dates thereof, and the agencies or organizations rendering such service on behalf of the City. The City's invoice for services provided during each year of the two periods of time described in Section 3. Duties of the County shall be accompanied by copies of the agreements between the City and its contractors for emergency shelter services and evidence that the City has paid at least $25,000 for emergency shelter services during each of the two periods of time as described in Section 3. Duties of the County. The invoice shall bear the signature of the City, which signature shall constitute the City's representation to the County that the services indicated in the invoice reached the level stated, served a public purpose, was properly and timely performed as required herein, and that the expenses included in the invoice were reasonably incurred in accordance with this Agreement. Any excess funds originating from the County under terms of this agreement and remaining unexpended by the City pursuant to purposes established in this agreement shall be returned to the County.

The City shall provide a financial close out report within 30 days of the termination of the period of this agreement consisting of documentation of the City's expenditures of both City and County funds for emergency shelter services which began on or after October 1, 2009 and were provided throughout the period of this agreement. The City shall submit invoices to the County at the following address:

Community Support Services Department
c/o John Skelly
218 SE 24Street
Gainesville, FL 32641

c. The County shall make payment to the City, 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:

City of Gainesville
Billing & Collections
P.O. Box 490, MS 47
Gainesville, FL 32602-0490

5. 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, City's and County representative 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

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
Alachua County
105 SE 1st Ave., #6
Gainesville, FL 32601

6. Default and Termination - The failure of either party to comply with any provision of this agreement will place that party in default. Prior to terminating the agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision which gave rise to the default. The non-defaulting party will give the defaulting party seven (7) days to cure the default. County Manager Randall H. Reid 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 Randall H. Reid is authorized to provide final termination notice on behalf of the County to the City.

Either party may terminate the agreement without cause by first providing at least thirty (30) days written notice to the other prior to the termination date. The County Manager Randall H. Reid is authorized to provide written notice of termination on behalf of the County.

If funds to finance this agreement become unavailable, either party may terminate the agreement with no less than twenty-four hours notice in writing to the other. The terminating party will be the final authority as to the availability of funds. The terminating party County will pay the other for all work completed prior to any notice of termination.

7. Project Records - The parties will retain all records relating to this agreement for three years after the completion of all work is performed. The parties will make available any and records relating to this agreement for copying and inspection upon written request of the other. Furthermore, the parties 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.

8. Insurance - The parties certify that they are self insured in accordance with the provisions of §768.28.

9. Permits – The City will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

10. Laws & Regulations – The City will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The party 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.

11. Liability -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 either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

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 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

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. 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

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 shall be in Alachua County.

18. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

19. Amendments - The parties may amend this agreement only by mutual written agreement of the parties.

20. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

21. 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.

22. 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.

23. 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.

24. Entire Agreement - This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

By: _____
RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

_____
Alachua County Attorney

CITY OF GAINESVILLE, FLORIDA

Attest: _____
Clerk of the Commission

By: _____
Pegeen Hanrahan, Mayor
City of Gainesville

APPROVED AS TO FORM
AND LEGALITY

_____
Sr. Asst. City Attorney

2) Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
3) PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.

Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

Consequently, the Police Department requests approval to expend the dollars. The amount for this request is $807.98 and $6,956.40 for a total of $7,764.38. These funds are project generated income.

Since transfer and expenditure of PGI is a requirement of the Grant, the Gainesville Police Department requests approval for the transfer to the Alachua County Sheriff's Office of all qualified PGI income for the duration of the grant which extends through FY2011.

Fiscal Note: *Funds for this expenditure are available in the State Law Enforcement Contraband Forfeiture Trust Fund, as allowed under Florida State Statue 932-7055. The current balance in the Project Generated Income account of the State Law Enforcement Contraband Forfeiture Trust fund is $10,813.95.*

RECOMMENDATION *The City Commission: 1) approve the appropriation and transfer of $7,764.38 from the State Law Enforcement Contraband Forfeiture Trust Fund for the Special Investigations Division and transfer the funds to the Alachua County Sheriff's Office; and 2) approve transfer of all qualified Project Generated Income for the POP grant which extends through FY2011.*

100636. **Cold Night Shelter Program (B)**

This item is a request to approve additional funds for the Cold Night Shelter Program.
MODIFICATION - NEW ITEM ADDED JANUARY 18, 2011 @ 3:32 PM.

Explanation: *Since January 1, 2006, the City and County have provided funding for the Cold Night Shelter Program in accordance with an Emergency Shelter Services Interlocal Agreement (Agreement) as executed between the City and County. As part of the Agreement, the City and County provide $25,000 respectively for a total of $50,000 annually for the purposes of providing services to ensure the health and safety of homeless individuals during periods of cold weather or*

other emergencies caused by extraordinary circumstances that threaten the physical health and/or welfare of homeless persons. Due to limited shelter capacity available for homeless individuals during extremely cold weather conditions, the emergency shelter services funds have been historically allocated to the Cold Night Shelter Program.

The services for the Cold Night Shelter Program are usually provided from December 1 through March 31 during the coldest winter months of each year. However, due to the recent severe emergency weather conditions (temperatures 45°F or lower), from November 5 through November 16, 2010, the City implemented an emergency set-aside of $5,000 to provide temporary shelter and support services to homeless individuals during this period. This left a remaining program balance of $45,000 to allocate to the Cold Night Shelter Program for the remainder of the program period through March 31, 2011.

As part of the standard annual application cycle for the Cold Night Shelter Program the City's Affordable Housing Advisory Committee (AHAC) recommend and awarded the remaining $45,000 to two local housing agencies to provide temporary shelter and support services for the remainder of the program period. The Alachua County Housing Authority (ACHA) was awarded $24,750, and St. Francis House, Inc. (SFH) was awarded $20,250 to provide Cold Night Shelter Program services for a total of $45,000.

In late December, staff from the City's Housing and Community Development division consulted with both agencies to determine the status of funds expended and remaining in the program. Based on these initial estimates in December, staff requested official numbers through the end of December in order to bring an update to the City Manager and City Commission. Final numbers were received on Monday, January 10th, and a memo was sent to the City Manager outlining the program status (Attachment I).

According to the agency program data provided through December 31, 2010, over 70% of the Cold Night Shelter Program funds have been expended. There are approximately 90 days remaining in the Cold Night Shelter Program period to cover potential extreme cold weather conditions. Based on these calculations, there is a strong possibility that the available funding for the Cold Night Shelter Program will be exhausted before the end of the Cold Night Shelter Program period on March 31, 2011.

Given these circumstances, the ACHA and SFH have been advised to utilize the Cold Night Shelter Program funding as carefully as possible to ensure that services will be available through March 31, 2011. As a result, both the ACHA and SFH plan to continue coordinating their programs to closely monitor program activities and expenditures. However, to ensure that sufficient cold night services are available through March 31, 2011, staff recommends identifying alternative resources to add supplemental funding to the Cold Night Shelter Program.

On December 21, 2010, City staff identified $66,801.75 remaining in the account for services provided by the Office on Homelessness (OOH)

(Attachment II). In accordance with the Interlocal Agreement, the City and County shall evenly split any remaining funds. The City will retain a refund of $33,400.88 and will submit a return of funds to the County in the amount of $33,400.87.

During the Alachua County Board of County Commission (BoCC) meeting on January 11, 2011, the issue of Cold Night Shelter Program funding was discussed, and the BoCC directed County staff to work with the City and the Cold Night Shelter Program agencies to identify matching funding for the remainder of the period.

To ensure that the Cold Night Shelter Program continue through the remainder of the period (March 31, 2011), city staff is recommending that $30,000 of the City's surplus funds from the Office on Homelessness account be used to increase the Cold Night Shelter Program budget from $50,000 to $80,000 for FY11. The Cold Night Shelter Program budget is expected to be further increased by the amount of additional funds as appropriated by the County, and if so, the City's additional funding will be used to match the amount of funds contributed by the County. The Agreements between the City and County as well as the two agencies providing the Cold Night Shelter services will need to be amended to facilitate the increase in budgeted funds and additional services.

Fiscal Note: *Funds in the amount of $33,400.88 have been identified in the account for services provided by the Office on Homelessness.*

RECOMMENDATION *The City Commission: 1) approve a transfer of surplus funds in the amount of $30,000 from the Office on Homelessness account into the account for the Cold Night Shelter Program; and 2) authorize the Mayor and/or the City Manager or his designee to execute any and all necessary documents, subject to approval as to form and legality by the City Attorney.*

100636_MOD CNS Memo_20110120.pdf
100636_MOD OOH Memo_20110120.pdf

GENERAL MANAGER FOR UTILITIES, CONSENT AGENDA ITEMS

CITY ATTORNEY, CONSENT AGENDA ITEMS

100626. **AUTHORIZATION TO RETAIN OUTSIDE COUNSEL - CITY OF GAINESVILLE vs. SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA (NB)**

Explanation: *On September 29, 2010, the City filed a complaint against the School Board of Alachua County, Florida for non-payment of stormwater fees. This matter is a case of state-wide significance that raises important legal issues. The City Attorney's Office is requesting authorization to retain outside counsel who will assist the City Attorney's Office.*

RECOMMENDATION *The City Commission authorize the City Attorney to*