

110 NW 1st Avenue
High Springs, Florida 32643



Telephone: (386) 454-1416
Facsimile: (386) 454-2126
Web: highsprings.us

**HIGH SPRINGS
COMMUNITY REDEVELOPMENT AGENCY
AGENDA
23718 W US HWY 27**

SEPTEMBER 15, 2016

6:30 PM

CALL TO ORDER: CHAIR JASON EVANS

INVOCATION:

PLEDGE OF ALLEGIANCE: CHAIR JASON EVANS

ROLL CALL: JENNY L. PARHAM, CITY CLERK

APPROVAL OF MINUTES: AUGUST 4, 2016

BUSINESS ITEMS

- 1. DISCUSS AND CONSIDER APPROPRIATING FY 2015-16 UNSPENT FUNDS.**
- 2. DISCUSS AND CONSIDER APPROVAL OF THE PROPOSED 2016-2017 CRA BUDGET.**
- 3. CRA EXECUTIVE DIRECTOR PERFORMANCE REVIEW.**
- 4. DISCUSS AND CONSIDER APPROVING THE ANNUAL CONTRACT WITH CRA EXECUTIVE DIRECTOR WITH AN OCTOBER 1, 2016 EFFECTIVE DATE.**
- 5. CRA EXTENSION UPDATE**
- 6. CHAIR REPORT.**
- 7. EXECUTIVE DIRECTOR REPORT.**

ADJOURN.

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN COMMUNITY REDEVELOPMENT AGENCY MEETINGS, SHOULD CONTACT THE OFFICE OF THE CITY MANAGER, 110 N.W. 1ST AVENUE, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.

HIGH SPRINGS
COMMUNITY REDEVELOPMENT AGENCY
MEETING MINUTES
AUGUST 4, 2016

Meeting called to order by Chair Jason Evans at 6:36 p.m.

Pledge of Allegiance.

ROLL CALL:

Chair Jason Evans- Present
Vice Chair Scott Jamison-Present
Member Gloria James- Present
Member Byran Williams-Absent
Member Sue Weller- Absent

STAFF PRESENT:

Amanda Rodriguez, CRA Executive Director
Jenny Parham, City Clerk
Angela Stone, Assistant City Clerk
Courtney Johnson, City Attorney

APPROVAL OF AGENDA

Motion Vice Chair Jamison to approve the agenda as presented.

Second Member James.

Motion carried 3-0.

APPROVAL OF MINUTES: JULY 7, 2016 CRA MEETING

Motion Member James to approve the Minutes to July 7, 2016 with one correction of Vice Chair James being changed to Member James making the motion for the approval of the minutes.

Second Vice Chair Jamison.

Motion carried 5-0.

BUSINESS ITEMS

RESIDENTIAL FACADE GRANTS - CONSIDER AWARDED FACADE GRANTS. TOTAL OF APPROXIMATELY \$34,000 AVAILABLE. TOTAL OF \$25,290 REQUESTED.

KENNEDY - REQUESTING \$5,000- TO REPLACE ROOF

CRA Director Rodriguez stated that the Kennedy's were approved in 2014 but never received notification and when reopened they reapplied.

Chair Evans asked the changes between the applications and the increase in costs. Mr. Kennedy explained the difference.

CRA Director Rodriguez stated that they are located within the Historic District, and they have received their Certificate of Appropriateness.

Motion Vice Chair Jamison to approve the Residential Façade Grant for the John Kennedy to replace roof.

Second Member James.

Motion Carried 3-0.

BREHENY - REQUESTING \$4,868.50-TO REPLACE TRIM/SIDING & PAINT

CRA Director Rodriguez stated that they are requesting to replace trim/siding & paint. She stated that this is not within the Historic District. She states that they will replace the trim and siding themselves and then a painting contractor will paint. She states she did meet with the Building Official and he stated that they will need a permit if they are replacing more than 100 sq. ft. of siding.

Motion Vice Chair Jamison to approve the Residential Façade Grant Application for Breheny.

Second Member James.

Motion carried 3-0.

GUDBRANDSEN - REQUESTING \$600-TO REPLACE SHUTTERS

CRA Director Rodriguez stated that they would like to replace the shutters on the home and the Building Official has stated that there is no permit needed.

Motion Member James to approve the Gudbrandsen grant application.

Second Vice Chair Jamison.

Motion carried 3-0.

GARDNER - REQUESTING \$5,000-TO ENCLOSE EXISTING FRONT PORCH AND ADD NEW PORCH

CRA Director Rodriguez stated that Mr. Gardner would enclose the existing front porch, add a new front porch, extend the front of the house, relocate the front door and windows to the new porch, install railing, and paint the house light blue with blue trim. She states that the Building Official has stated that a permit will be required. She adds that this property is not within the Historic District.

Motion Vice Chair Jamison to approve the Residential Façade Grant Application for Mr. Gardner.

Second Member James.

Motion carried 3-0.

FIELDS - REQUESTING \$5,000-TO REPLACE, REPAINT WINDOWS & GUTTERS

CRA Director Rodriguez stated Ms. Fields is looking to replace and repaint the windows and gutters. She stated that there is only one quote, as she has not been able to get anyone else to come out and give a quote for the work. She states that there is a permit required for the windows but not the painting and gutters.

Motion Vice Chair Jamison to approve the grant application for Ms. Fields.

Second Member James.

Motion carried 3-0.

NOLL - REQUESTING \$4,822.50- TO REPLACE WINDOWS, PAINTING AND REPAIR

CRA Director Rodriguez stated that Ms. Noll would like to replace windows and paint and repair. She states that Ms. Noll is not the owner, but her brother is the owner, and he will sign the consent, and she adds that permitting will be required for the work.

Motion Member James to approve the Grant Application for Ms. Noll.

Second Vice Chair Jamison.

Motion carried 3-0.

CRA Extension Update

CRA Director Rodriguez states that the County now needs to approve our plan. She states that they would like to see a decrease in operating expenses. She states that they recommended that no more than 20% of the revenues be for overhead operating expenses. She states that she would recommend that we propose 30% of the operating budget; she stresses that we want the wording to be "of operating budget" not revenue.

Motion Vice Chair Jamison to authorize the Executive Director and City Attorney to negotiate with the county in reference to the fee schedule.

Second Member James.

Motion carried 3-0.

CRA Director Rodriguez states that the county would like to see the language match the Comp Plan. She states that she does not recommend this because they can change independent of each other. She states they are in unison and there is nothing contradictory. She states that the county would like a detailed list of projects, but State Statue does not require this. She states that giving a detailed list would make it very narrow, and each time we wanted to make changes it would have to go back to the county.

Chair Report

Chair Evans asked the other members what they would like to see at the next meeting regarding the salary of the CRA Director. Vice Chair Jamison states he would like it to be a discussion with the other

members present. City Clerk Parham advised that the CRA Budget is on the City Commission's Tuesday Night Budget Workshop Agenda, and they could discuss at that time.

Executive Director Report

Advised that Lydia Nunez, a Grant Recipient, has contacted her and is selling her building. She advised that Ms. Nunez is aware that she will have to pay the city back a prorated amount for the grant she received.

Advised that Visit Gainesville would like to help with Music in the Park and Folk in the Springs with assisting us with promotional marketing.

Advised that the MOMS program is going very well, and there have been a lot of visitors.

Advised there is a new intern starting at the end of August.

Advised that the Farmer's Market did receive a grant, and she will be attending a meeting on this in September.

**Motion Vice Chair Jamison to adjourn.
Chair Evans adjourned the meeting at 7:16 p.m.**

COMMUNITY REDEVELOPMENT AGENCY

STAFFING/WAGES		Type of Pay	Adopted 15/16 Staffing Amendment #1	Proposed 16/17 Staffing Amendment #1
Executive Director		S	0.5	0.75
Service Worker II		H	0.25	0.5
TOTAL			0.75	1.25

S=Salaried H=Hourly

OPERATING GL CODES	PERSONNEL SERVICES	Approved FY 2015- 2016	YTD FY 2014 2015 Actuals	Proposed Amended FY 2015-2016
108-38-01-552-121-00-00	Regular Salaries-Administrative	48,500.00	35,880.33	42,500.00
108-38-01-552-121-00-00	Regular Salaries			12,500.00
108-38-01-552-141-00-00	Overtime	0.00	185.65	3,000.00
108-38-01-552-210-00-00	FICA	3,725.00	3,143.02	4,450.00
108-38-01-552-220-00-00	Retirement	3,575.00	2,603.76	4,500.00
108-38-01-552-230-00-00	Life & Health Insurance	9,000.00	5,708.00	7,200.00
108-38-01-552-240-00-00	Worker's Comp	1,200.00	52.28	600.00
108-38-01-552-250-00-00	Unemployment Comp	1,100.00	286.71	400.00
Total Personnel Service Costs		67,100.00	47,859.75	75,150.00

2016-2017

COMMUNITY REDEVELOPMENT AGENCY

OPERATING GL CODES	OPERATING REVENUES	Approved FY 2015- 2016	YTD FY 2014-2015 Actuals	Proposed Amended FY-2015- 2016	2016 - 2017
108-00-00-311-000-00-00	Ad Valorem Taxes COHS TIF	73,000.00	72,933.00	75,718.00	
108-00-00-311-100-00-00	Ad Valorem County TIF	105,000.00	104,643.00	75,718.00	
	COHS Gneral Appropriations	0.00	0.00	39,965.00	
108-00-00-384-100-00-00	Loan Proceeds	0.00	0.00	0.00	
108-00-00-366-100-00-00	Contributions Non-Governmental	0.00	350.00	0.00	
108-00-00-382-100-00-00	Approp of Prior Year Funds	234,515.00	0.00	235,693.00	
108-00-00-361-100-00-00	Interest Earnings	-	0.06	40.00	
	Total Operating Revenues	412,515.00	177,926.06	427,134.00	

COMMUNITY REDEVELOPMENT AGENCY

OPERATING GL CODES	OPERATING EXPENDITURES	Approved FY 2015- 2016	YTD FY 2014- 2015 Actuals	Proposed Amended FY 2015- 2016	2016 - 2017
108-38-01-552-310-00-00	Professional Services	13,000.00	4,233.61	8,000.00	
108-38-01-552-340-00-00	Contractual Services-Attorney	4,700.00	0.00	7,000.00	
108-38-01-552-341-00-00	Contractual Services-COHS	24,590.00	0.00	22,303.00	
108-38-01-552-400-00-00	Training and Travel	3,000.00	774.11	2,500.00	
108-38-01-552-450-00-00	Property & Liability Insurance	5,000.00	3,003.12	3,010.00	
108-38-01-552-460-00-00	Repair and Maintenance	14,000.00	12,747.28	10,000.00	
108-38-01-552-467-00-00	Repair and Maintenance-Bldg	1,000.00	640.25	1,000.00	
108-38-01-552-480-00-00	Promotional Activities	3,000.00	2,052.50	2,000.00	
108-38-01-552-520-00-00	Operating Supplies	1,200.00	1,142.25	1,200.00	
108-38-01-552-540-00-00	Subscriptions & Dues	700.00	670.00	700.00	
108-38-01-552-540-10-00	Billboard Advertising/Mural- CRA	10,000.00	5,493.98	2,000.00	
108-38-01-552-540-20-00	Pamphlets - CRA	200.00	52.50	200.00	
108-38-01-552-540-30-00	Music in the Park	2,500.00	1,321.46	2,500.00	
108-38-01-552-550-00-00	Building Remodel & Repair	0.00	0.00	0.00	
108-38-01-552-430-00-00	Utilities	1,000.00	0.00	0.00	
Total Operating Costs		83,890.00	32,131.06	62,413.00	
CAPITAL OUTLAY					
108-38-01-552-630-00-00	Improvements Other Than Buildings	0.00	0.00	24,000.00	
108-38-01-552-632-00-00	School Renovation	0.00	0.00	0.00	
108-38-01-552-632-10-00	Downtown Sidewalk	112,010.00	28.99	113,050.00	
108-38-01-552-633-00-00	Downtown Parking Project	63,746.00	2,324.01	57,253.00	
108-38-01-552-641-00-00	Machinery and Equipment	0.00	0.00	11,693.00	
Total Capital Outlay Costs		175,756.00	2,353.00	205,996.00	
GRANTS					
108-38-01-552-820-00-00	Grants to Others	85,769.00	20,490.70	83,575.00	
Total Debt Service		85,769.00	20,490.70	83,575.00	
CONTINGENCY					
108-38-01-552-000-00-00	Contingency	0.00	0.00	0.00	
	Reserve for Fund Balance Carry Forward	0.00	0.00	0.00	
Total Contingencies		0.00	0.00	0.00	
Total Expenditures		412,515.00	102,834.51	427,134.00	
Total Revenues		412,515.00	177,926.06	427,134.00	
Revenues Less Expenditures		0.00	75,091.55	0.00	

COMMUNITY REDEVELOPMENT AGENCY

**COMMUNITY REDEVELOPMENT AGENCY
CAPITAL OUTLAYS**

Proposed Year 2016/2017 Capital Outlays

<u>Costs:</u>	<u>Description:</u>
57,253.00	Downtown Parking/Sidewalks Project
113,050.00	Sidewalk Project
24,000.00	Other Projects
<u>11,693.00</u>	Machinery and Equipment-Polaris
Total: <u><u>205,996.00</u></u>	

CITY OF HIGH SPRINGS EMPLOYEE PERFORMANCE APPRAISAL

Name: Amanda Rodriguez	Department: Community Redevelopment Agency
Job Classification: CRA Executive Director	Anniversary Date: December 1, 2016

Appraisal Date: September 1, 2016 Appraisal Type: Annual Probationary (Months)
 Disciplinary Special

THE PURPOSE OF THIS APPRAISAL IS TO PROVIDE THE OPPORTUNITY FOR REVIEW AND DOCUMENTATION OF INDIVIDUAL EMPLOYEE PERFORMANCE. THE APPRAISAL SHOULD BE CONSIDERED A DEVELOPMENTAL TOOL WHICH WILL ASSIST EMPLOYEES IN IDENTIFYING AREAS WHERE IMPROVEMENT IS NEEDED AND IN ACHIEVING THEIR HIGHEST POTENTIAL.

EVALUATION SUMMARY

STANDARDS:

Clearly Outstanding Exceeds Expectation Meets Expectation Needs Improvement Unacceptable

PERSONAL WORK CHARACTERISTICS

1. Exercising Judgment	<input type="checkbox"/>				
2. Oral and Written Communication	<input type="checkbox"/>				
3. Adapting to Change	<input type="checkbox"/>				
4. Relationships with Public	<input type="checkbox"/>				
5. Working Relationship with Staff	<input type="checkbox"/>				
6. Job Attitude	<input type="checkbox"/>				
7. Attendance/Punctuality	<input type="checkbox"/>				
8. Dressing Appropriately	<input type="checkbox"/>				
CATEGORY RATING	<input type="checkbox"/>				

WORK QUALITY

9. Following Instructions	<input type="checkbox"/>				
10. Time Management	<input type="checkbox"/>				
11. Performing Effectively	<input type="checkbox"/>				
12. Using Resources	<input type="checkbox"/>				
13. Developing Job Knowledge and Skills	<input type="checkbox"/>				
14. Performing Efficiently-Quality of Work-Productivity	<input type="checkbox"/>				

15. Demonstration of initiative	<input type="checkbox"/>				
16. Operates Safely	<input type="checkbox"/>				
17. Ability to Perform and Participate in Producing Safe Work Environment	<input type="checkbox"/>				
CATEGORY RATING	<input type="checkbox"/>				
OVERALL RATING	<input type="checkbox"/>				

1. EXERCISING JUDGMENT: Decision-making ability relative to job. Ability to analyze and interpret information and to arrive at logical conclusions.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Often makes sound judgments when faced with difficult decisions and or pressure. Is outstanding in ability to assess and refer questions which need other assistance. Is sought out by others needing assistance in making decisions. Can often see situations in a new or different light not thought of by others.	Evaluates information quickly and accurately; conclusions reached are clear cut and supported by facts. Correctly handles problems when supervisor is not in work area. Recognizes limit of ability and is able to foresee problems when making decisions on a job.	Arrives at decisions within reasonable time; occasionally requires assistance in solving routine problems; analyzes facts and draws conclusions in a satisfactory manner. Includes supervisor in problem solving when necessary.	Frequently has to ask supervisor to help solve routine problems, shows little confidence in own judgment. Often fails to think problems through before reaching a conclusion. Depends too much on supervision or other employees when making judgments, even of a minor routine nature.	Does not make judgments on own; or makes incorrect judgments which create problems and/or makes work for others or creates problems resulting in lost time or material.

COMMENTS: _____

2. ORAL AND WRITTEN COMMUNICATION: Ability to express and exchange ideas, information and/or instructions clearly and concisely, both verbally and in writing.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Oral and written communication is extremely clear; with well expressed ideas. Gives excellent oral presentations; can easily handle the most difficult and/or hostile communication situations; Is an exceptional listener. Is always courteous and helpful; Always keeps supervisor and subordinates informed.	Oral and written communication is clear and to the point. Good listener, is skilled in settling disputes; reports are very well organized; is usually courteous and helpful; keeps supervisors and subordinates informed.	Oral and written communication is clear and coherent. Speaks clearly, is usually a good listener, can usually hand most communication responsibilities. Is courteous and helpful; keeps supervisors and subordinates informed.	Has difficulty with communicating clearly; has trouble getting to the point; does not always listen; spelling, grammar and handwriting are sometimes poor. Oral and written reports are not always factual; Not always courteous and helpful; does not always keep supervisor and subordinates informed.	Oral and written communication is not clear; hard to follow train of thought; cannot be understood by most people; is a poor listener. Spelling, grammar and handwriting are usually poor; oral and written reports contain errors or misinformation. Often rude and discourteous; does not keep supervisor and subordinates informed.

COMMENTS: _____

3. ADAPTING TO CHANGE: Ability to implement new methods or procedures.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Always looks for a better way of doing things; sometimes comes up with innovative ideas; continually sets self-development goals.	Often identifies areas where improvement is needed and makes useful recommendations; pursues job-related training and/or professional development.	Readily implements new methods or procedures with few problems; open-minded; adapts easily to change.	Follows a patterned and routine way of doing job tasks without following suggestions for improvement; slow to adapt to new methods or procedures.	Resists change; refuses to cooperate with implementation of new methods or procedures; relies heavily on the way things have always been done.

COMMENTS: _____

4. RELATIONSHIPS WITH PUBLIC: Ability to deal and interact with the public; image and manner in which an employee represents or conducts himself/herself in public.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Always displays pleasant and helpful attitude to public. Patient and understanding in disputes; diplomatic, excellent at establishing goodwill with the public. Takes initiative in helping or responding to public needs or concerns.	Routinely courteous and pleasant to public, willing to help; demonstrates tactfulness routinely.	Courteous to public, gives out accurate information, does not become involved in disputes; tactful.	Occasionally discourteous or impolite to public; usually friendly but may show impatience or lack tactfulness in dealing with public. May occasionally fail to respond to public and treat with concern and/or respect.	Employee demonstrates one or more of the following: discourteous and impolite; unwilling to readily help public; loses patience and demonstrates anger in public; degrades department to public and/or uses profane language in front of public.

COMMENTS: _____

5. WORKING RELATIONSHIP WITH STAFF: Extent to which employee cooperates with other employees and supervision in getting the job done. Readiness to observe and accept administrative policies and procedures.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Extremely cooperative. Exceptional team player and excellent at establishing goodwill and favorable attitude with co-workers; very polite and respectful of fellow employees.	Maintains good rapport with co-workers and other staff. Very polite, discourages conflict and friction with co-workers, respectful of fellow employees. Cooperates with co-workers and generally is a good team player.	Cooperates with co-workers and supervisors; friendly, courteous, very little friction with co-workers.	Occasionally involved in friction with others, cooperation needs improvement. May aggravate others and occasionally fails to adhere to administrative and department policies.	Is involved in conflict situations with other staff. Fails to follow through on suggestions for changing behavior or doesn't adhere to administrative policies or procedures; friction with co-workers, instigates gossip detrimental to co-workers.

COMMENTS: _____

6. JOB ATTITUDE: Ability to demonstrate interest and set example in carrying out assignment.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
High level of enthusiasm and interest, motivates others by trying to do more than his/her share of work and demonstrates concern for quality of work or job.	Demonstrates interest and enthusiasm, contributes more than his/her share of work.	Favorable attitude, accepts assignments and performs work satisfactorily.	Attitude needs improvement, only does his/her share of work when prodded by supervisor. Does minimum amount possible.	Sets poor example and is detrimental to morale.

COMMENTS: _____

7. ATTENDANCE/PUNCTUALITY: Absenteeism and Tardiness.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Perfect in attendance and never tardy. Proper notice given of absences and no abuses of breaks and no delays in start of work.	No incidents of tardiness in past year, sick leave unused or verified use, proper notice given in advance of absences, no delays in start of work or abuse of breaks.	Rarely tardy or fails to give proper notice in advance of absences. Occasional delays in start of work or abuse of breaks. Sick leave is accumulated and/or verified.	Level of absences could be improved. Occasionally tardy or fails to give proper notice in advance of absences. Some abuse of break times, quitting time or meal times, or sometimes delays in starting work.	Incidents of absences or failure to give proper notice in advance of absences, and/or tardiness such that work is disrupted. Abuse of break times, quitting time of meal times. Unnecessary delays in starting work. Absenteeism is unacceptable.

COMMENTS: _____

8. DRESSING APPROPRIATELY: Ability to maintain an appropriate appearance; personal hygiene.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Projects professional image through appearance. Uniform is always clean, pressed and without inappropriate accessories. Always practices good personal hygiene. If not in uniform, dress is always appropriate for the business of the day.	Careful about appearance. Always wears complete uniform and practices good personal hygiene. If not in uniform, dress is usually appropriate for the business of the day.	Attention is paid towards appearance. Wears complete uniform consistently and rarely wears inappropriate accessories. Personal hygiene is usually good. If not in uniform, dress is appropriate for most business of the day.	Pays some attention to appearance. Occasionally fails to wear completed uniform or wears inappropriate accessories. Occasionally fails to practice good personal hygiene and/or to launder and press clothing. If not in uniform, dress is occasionally inappropriate for the business of the day.	Habitually fails to report to work with appropriate appearance; uniform is stained or otherwise not laundered, wrinkled and worn inappropriately. Inappropriate accessories are regularly worn. Personal hygiene habits offend co-workers and public. If not in uniform, dress is habitually inappropriate for the business of the day.

COMMENTS: _____

9. FOLLOWING INSTRUCTIONS: Ability to understand and satisfactorily carry out oral and written instructions.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Can always be counted on to carry out instructions correctly and accurately; even the most complex instructions have to be given only once.	Can almost always be counted on, rarely fails to carry out instructions accurately; even complicated instructions generally have to be given only once. Will ask questions to clarify complicated instructions.	Can generally be counted on to carry out instructions carefully and accurately. Will ask questions to clarify instructions when appropriate.	Has some trouble following instructions, either fails to listen to instructions or fails to understand them; rarely asks questions to clarify instructions. Instructions are not followed as given. Instructions only partially followed or completed.	Rarely follows instructions correctly or completely; has extreme difficulty understanding even simple instructions. Instructions are frequently not carried out or major portions are ignored or left incomplete.

COMMENTS: _____

10. TIME MANAGEMENT: Ability to control costs and maximize productivity through efficient use of time.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Extremely efficient in use of time. Constantly seeking to improve organization and planning of work to improve efficient use of time.	Excellent in use of time. Work is well organized and structured to provide quality work with minimal resources.	Work is routinely organized and required infrequent backtracking and repetition. Good use of time.	Work is occasionally poorly organized and set up requiring additional steps or trips. May have to repeat task occasionally. Sometimes is inefficient in use of time.	Does not organize work well, may frequently make several trips to obtain materials, repeats tasks and work. Doesn't use time well.

COMMENTS: _____

11. PERFORMING EFFECTIVELY: Ability to produce thorough, complete and neat work which is free of errors and conforms to requirements.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Work is exceptionally accurate; known as "best" in terms of thoroughness. Consistent high quality of work with only rare minor errors.	Almost always performs work in a very exact and precise manner; quality of work often exceeds standards and supervisor's expectations.	Performs work at an acceptable level of accuracy; work is usually thorough and neat. Consistently meets minimum requirements set by supervisor.	Is sometimes careless when performing work; work is sometimes unacceptable due to number of errors; correction or follow-up is sometimes required. Inconsistent pattern in quality of work.	Work contains an excessive number of errors; quality is poor, careless and/or sloppy; must often be done over or assigned to someone else.

COMMENTS: _____

12. USING RESOURCES: Ability to control cost through efficient use of materials, supplies and other resources, including tools and equipment.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Careful with facilities; has demonstrated ability to reduce costs in use of materials, supplies, tools and equipment.	Careful with facilities; actively demonstrates care in use of tools and equipment; conserves resources without sacrificing quality.	Careful with equipment and facilities; does not waste supplies or other materials; does not abuse or misuse tools and equipment.	Occasional disregard for equipment and facilities; some waste of supplies and other materials; occasional misuse or abuse of tools or equipment.	Careless and slipshod; little regard for equipment and facilities; frequent waste of supplies and other materials.

COMMENTS: _____

13. DEVELOPING JOB KNOWLEDGE AND SKILLS: Ability to acquire knowledge and skills needed to satisfactorily perform required duties. Degree of demonstrated job knowledge and understanding of operational policies, procedures and guidelines relative to area of responsibility.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Excellent resource person; often sought out by others; well informed about many job related topics, can correctly answer job related questions; constantly working to improve skills and to acquire more knowledge. Has required job skills and knowledge beyond basic job requirements and can apply skills in performance of job.	Understands and knows almost all phases or work; has acquired appropriate knowledge and skills to perform assignments extremely well. Exhibits above average skill level.	Adequately informed; can answer most routine questions, knows enough and has developed sufficient skills to perform assignments satisfactorily. Basic knowledge and skill adequate for satisfactory job performance.	Lacks knowledge of some phases of work; has not developed sufficient skills to perform assignments at satisfactory level.	Has not mastered basic knowledge or skills needed to satisfactorily perform assignments.

COMMENTS: _____

14. PERFORMING EFFICIENTLY – QUANTITY OF WORK – PRODUCTIVITY: Ability to produce needed work in the appropriate amount to meet deadlines or satisfy department objectives. Volume of work regularly produced relative to job requirements. Speed and consistency of output.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Extremely industrious and productive; accomplishes more than the required and expected and has time left over, work production consistently exceeds requirements, exceptional speed and volume.	Industrious; frequently accomplishes more than the requirements for the job; output more than satisfies job requirements.	Steady worker; volume of work is satisfactory; work production meets the expected requirements of the job; output meets requirements of job consistently.	Works slowly and usually produces less than the expected requirement of the department/division. Output sometimes below job requirement; work periodically incomplete.	Excessively slow worker; consistently low producer; output totally inadequate for job requirement; work frequently incomplete.

COMMENTS: _____

15. DEMONSTRATION OF INITIATIVE: Ability to execute independent action and to logically organize own work. Extent to which employee is a "self-starter".

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Employee identifies ways to increase output, conscientiously seeks and accepts responsibility, and volunteers for special projects. Employee identifies and initiates work without assignment and requires minimal supervision.	Employee will often identify and initiate work without assignment and requires a minimum of supervision.	Employee carries out assigned duties and projects with supervision as needed. Will initiate assigned duties without specific direction.	Employee rarely starts working unless specifically directed by supervisor. Employee waits for assignments before doing work.	Employee must constantly be supervised and does not finish assignments. Employee is not dependable.

COMMENTS: _____

16. OPERATES SAFELY: Ability to operate vehicles, machinery or other equipment.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Exceptionally responsible in care/operation of equipment; frequently suggests improvements for operating safely and efficiently. Demonstrates a thorough knowledge of operation and care of equipment and exhibits high level of competency in the operation of equipment.	Conscientious in the operation of equipment and highly conscious of responsibility to properly care for and operate equipment. Demonstrates above average competency in the operation of equipment and thorough knowledge of safety requirements for equipment.	Routinely operates equipment per accepted standards and departmental safety standards; little or no damage or accidents; shows regard for safety of others.	Occasionally fails to operate equipment in accordance with generally accepted standards and departmental safety standards; occasional damage or accidents; some disregard for safety of others.	Frequently fails to operate equipment in accordance with generally accepted standards and departmental safety standards; frequent damage or accidents; no regard for safety of others.

COMMENTS: _____

17. ABILITY TO PERFORM AND PARTICIPATE IN PRODUCING SAFE WORK ENVIRONMENT: Ability to comply with safety procedures, regulations and safety criteria.

<input type="checkbox"/> CLEARLY OUTSTANDING	<input type="checkbox"/> EXCEEDS EXPECTATIONS	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> UNACCEPTABLE
Conscientiously follows safety rules and procedures and always utilizes safety equipment. Has not been responsible for any accidents caused by carelessness or negligent performance. Work area and vehicles are exceptionally clean and orderly. Actively promotes safety in work unit and reports or corrects safety hazards or unsafe acts. Displays leadership in safety through active participation in training, safety committee, etc. Projects professional image and safety consciousness by wearing safety equipment.	Routinely follows safety rules and procedures and properly utilizes safety equipment. Has not been responsible for any accidents through carelessness or negligent performance. Work area and vehicle are always kept clean and orderly. Can be counted on to identify safety hazards and unsafe acts and takes initiative to report or take corrective action for self and fellow employees. Consistently wears and is careful about use of safety equipment.	Routinely follows safety rules and procedures and properly utilizes safety equipment. Has not been responsible for any accidents caused by carelessness or negligent performance. Work area and vehicle are generally kept orderly and clean. Safety hazards and unsafe acts are generally avoided or corrective action taken. Consistently wears applicable safety equipment.	Occasionally fails to follow safety rules and procedures and/or occasionally fails to use safety equipment properly. Work area/vehicle is sometimes dirty and cluttered, with some disorganization. Safety hazards or unsafe acts sometimes are unreported or corrective action not taken. Periodically fails to wear applicable safety equipment.	Accidents caused by careless or negligent performance. Frequently fails to follow safety rules and procedures and/or fails to use safety equipment properly. Work area/vehicle is dirty, cluttered and disorganized. Safety hazards or unsafe acts are unreported or corrective action not taken. Periodically fails to wear safety equipment.

COMMENTS: _____

SUMMARY EVALUATION:

Employee's Strong Points: _____

Areas Needing Development: _____

My performance has been reviewed with me, and I (___accept, ___do not accept) my appraisal. If I do not accept my appraisal, I understand that I have the right to attach my comments to this appraisal form.

I also understand that if I disagree with any portion of this performance appraisal that I have the right to file a grievance appealing the appraisal, in part or total. A grievance of this performance appraisal must be filed within three days of receipt of this appraisal from my supervisor.

_____ Employee	_____ Date	_____ CRA Chair	_____ Date
_____ Personnel Director	_____ Date	_____ Mayor	_____ Date

EMPLOYMENT AGREEMENT

Executive Director City of High Springs Community Redevelopment Agency

THIS AGREEMENT, dated this _____ day of September, 2016, is made by and between the **CITY OF HIGH SPRINGS, FLORIDA**, a municipal corporation ("City"), the **HIGH SPRINGS COMMUNITY REDEVELOPMENT AGENCY** ("CRA"), and **AMANDA RODRIGUEZ** ("Executive Director") as follows:

WHEREAS, the CRA desires to continue to employ Amanda Rodriguez as the Executive Director; and

WHEREAS, the Executive Director has demonstrated the level of professional competency desired by the CRA Board; and

WHEREAS, the City expects the Executive Director to perform all of the responsibilities and obligations required of the Executive Director of the City of High Springs CRA pursuant to the City Charter, Code of Ordinances, CRA Plan, and applicable State and Federal regulations; and

WHEREAS, the City desires to execute a contract of employment for the Executive Director as the CRA's Executive Director upon the terms and conditions set forth herein; and

WHEREAS, the Executive Director desires to work for the City as the CRA's Executive Director upon the terms and conditions set forth herein; and

WHEREAS, in addition to the duties relating to the CRA the Executive Director shall oversee the management of the Farmers Market; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1: Term

1. The term of this Agreement shall be for a period of one (1) year from October 1, 2016 through September 30, 2017.
2. The term of this Agreement will commence as described above, and unless terminated sooner pursuant to the provisions hereof, end one (1) year from the effective date. The parties shall have the right, subject to their mutual agreement, to extend the term for one successive year renewal terms. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Executive Director voluntarily resigns.

Section 2: Duties and Authority

1. The City agrees to employ **Amanda Rodriguez** as Executive Director to perform the functions and duties specified in the duties and responsibilities enumerated herein and to perform other legally permissible and proper duties and functions. The Executive Director agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of the Executive Director's ability.
2. General Description: The Executive Director is responsible for managing the CRA, including overseeing CRA projects and budget as well as providing management, planning, and economic development services to the CRA. The Executive Director is responsible for initiating, planning, and coordinating the implementation of redevelopment plans. The Executive Director's goal is to market the CRA district, communicate with and foster business participation, develop excitement about the changes, and promote events and activities that will attract citizens and visitors to the CRA district. The Executive Director is responsible to oversee the management of the High Springs Farmers Market.
3. Specifically, the Executive Director shall:
 - a. Work with the CRA, Chamber of Commerce, City government and all appropriate City departments to formulate, recommend and carry out policies relative to programs in the CRA district;
 - b. Work with other appropriate government agencies, bankers, real estate and commercial brokers acting as a liaison to facilitate productive interactions with the CRA;
 - c. Prepare reports and make appropriate monthly and annual status presentations to CRA, Chamber, and City as necessary;
 - d. Compile databases and relevant planning and economic information regarding housing, retail, industrial, and office development activity;
 - e. Direct the implementation of the Economic Development Programs outlined in the CRA Plan;
 - f. Meet, confer and provide detailed information to new businesses contemplating a relocation or expansion into the CRA district;
 - g. Assist private developers and business owners with site planning, zoning, platting, variances, incentives and other regulatory issues associated with redevelopment and economic development;
 - h. Represent the CRA with outside agencies or private developers and other interested parties;
 - i. Provide support to the City in order to fulfill the CRA's Economic Development Programs within the CRA Plan, including developing strategies,

- identifying the community competitive advantages, targeting industries, identifying prospects, and using marketing tools;
- j. Assist in the marketing and negotiations for development of CRA-owned properties;
 - k. Serve as a resource for the public, including the development community, business, property owners, community organizations and make public presentations to help educate local residents, the business community, and the City staff about the benefits of a planned economic development efforts;
 - l. Respond to inquiries regarding economic data, trends and resources such as industrial and commercial development opportunities;
 - m. Review and process applications for the various CRA Economic Incentive/Grant Programs;
 - n. Write, justify, and budget for annual requests for CRA funding for economic development to support High Springs economic development marketing plans and overall economic development efforts;
 - o. Review finance data submitted in relating to development proposals utilizing CRA properties; and
 - p. Perform other related duties as assigned.

Section 3: Director Report

The Executive Director shall report directly to the CRA Board, and all authority for action binding the CRA or the City must come from the CRA Board.

Section 4: Evaluation

The CRA, acting through its Board, shall review and evaluate the performance of the Executive Director annually, but may evaluate performance at any time. The CRA Board shall define the goals and performance objective necessary for the proper operation of the Executive Director position. The review is subject to a process, form, criteria, and format for the format which shall be mutually agreed upon by the CRA Board and the Executive Director. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results. The final evaluation should be completed and delivered to the Executive Director within 30 days of the evaluation meeting.

Section 5: Compensation

1. City agrees to pay Executive Director an annual base salary of Forty-Two Thousand Five Hundred (\$42, 500.00) Dollars, payable in installments at the same time the other regular employees of the City are paid. If the Executive Director resigns or is terminated prior to one year, she will be paid pro rata for the time she remained employed.
2. The Executive Director is a non-exempt, salaried employee.
3. The CRA Board may increase the Executive Director's salary, by motion, in its sole discretion within the confines of the budget.
4. The CRA shall provide errors and omissions coverage applicable to omissions of the Executive Director arising out of her employment. The City shall also defend, save harmless and indemnify the Executive Director against any claim, suit, action, demand and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident, involving or arising out of the scope of her employment and/or the performance of her duties as Executive Director.
5. The CRA shall pay the Executive Director for her travel mileage based on established standard travel reimbursement rates in Florida Statute §112.061 (and as it may be amended from time to time) for travel outside of the City of High Springs in furtherance of CRA business. The Executive Director where possible shall inform the Board of travel plans and expenses prior to incurring the same. The Executive Director is responsible for paying for the expense associated with any automobile liability insurance, property damage, etc.

Section 6: Health, Disability and Life Insurance Benefits

The City will provide health (including hospitalization, surgical, dental, and comprehensive medical insurance) insurance for the Executive Director as a benefit offered and at the level provided to all City employees. The Executive Director may opt for family health insurance coverage consistent with the level provided to all City employees.

Section 7: PTO

The Executive Director shall accrue 204 hours of paid time off per annum that can be used for vacation, personal time, personal illness or time off to care for dependents accruing bi-weekly at a rate of 7.85 hours. A maximum of 140 hours can be carried over to the next calendar year. Any PTO in excess of 140 hours will be lost if it unused in the fiscal year it is accrued, unless extenuating business circumstances have prevented the Executive Director from taking

scheduled PTO. The Executive Director is entitled to paid holidays subject to the provisions of the City's Personnel Policy.

Section 8: Retirement

The Executive Director is entitled to all retirement benefits which are provided to all other employees of the City

Section 9: Social Security; Deductions and Taxes

The CRA shall pay the employer share of Social Security (FICA and MICA) benefits. Deductions shall be made from the Executive Director's compensation for withholding tax and other taxes as may from time to time be required by federal, state, and or local governmental authorities. Except as set forth above, the Executive Director shall be responsible for any and all personal income, estate, gift and or other taxes of any kind whatsoever due and payable with respect to any compensation received by the Executive Director from the CRA.

Section 10: General Business Expenses

The City shall provide the Executive Director with an office, computer, software, fax/modem, and any other such device as required by the Executive Director to perform her job and maintain communications for job purposes. The CRA shall offer the Executive Director a smart phone or similar device and subscription plan for the same for CRA Business. This phone shall be used for CRA business and the Executive Director shall continue to provide her own phone for personal use.

Section 11: Dues and Subscriptions

The CRA agrees to budget and pay for professional dues and subscriptions of the Executive Director necessary for continuation and participation in national, regional, state, and local associations necessary and desirable for the Executive Director's continued professional participation, growth, and advancement, and for the good of the CRA. The CRA has budgeted \$700 for the fiscal year 2016-2017 for such dues and subscriptions.

Section 12: Professional Development

The CRA agrees to pay the reasonable and customary travel and subsistence expenses for the Executive Director's travel and attendance at conferences, committee meetings and other reasonably necessary seminars, conferences and committee meetings customary to the position

of Executive Director, as shall be approved in the CRA budget. The CRA has budgeted \$2,500 for the fiscal year 2016-2017 for such training and travel.

Section 13: Termination of Employment

1. It is understood and agreed that the CRA Board will be the sole judge as to the effectiveness and efficiency with which the Executive Director performs her employment. The Executive Director serves at the pleasure of the CRA Board.

2. The Executive Director may be removed from her position *without cause* at any time by a majority of the CRA Board at any regular meeting of the CRA.

3. The City Manager may remove the Executive Director from her duties overseeing the management of the Farmers Market.

4. Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute right of the CRA Board to terminate the services of the Executive Director at any time, with or without cause.

5. A vote of "no confidence" by the CRA Board may be considered by the Executive Director as a termination under this Agreement.

6. The Executive Director is subject to the same discipline process as all other employees of the City.

Section 14: Resignation

In the event that the Executive Director voluntarily resigns her position with the City, the Executive Director shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 15: Expectation of Work Hours

Executive Director acknowledges and understands that she is expected to work fulltime (average of 30 hours per week), but has flexibility to work whatever hours are necessary to complete the duties and responsibilities assigned to her as the Executive Director of the CRA. This workload should average 28 hours a week devoted to CRA projects, and 2 hours a week devoted to overseeing the management of the High Springs Farmers Market. It is recognized that the Executive Director must devote a great deal of time outside the normal office hours on business for the CRA, and to that end the Executive Director shall be allowed to establish an appropriate

work schedule. However, the Executive Director is expected to attend all regular and special CRA meetings, workshops, and all other CRA related meetings which require her attendance.

Section 16: Public Records

The Executive Director acknowledges and understands that as an employee of the City of High Springs, she is responsible for abiding by all Florida statutes including provisions relating to public records, Government in the Sunshine, and ethics laws.

Section 17: Work Product

1. The Executive Director agrees that the CRA shall have the perpetual and nonexclusive right to use Executive Director's ideas, concepts, methods and techniques relating to the development and/or operation of the CRA. The Executive Director shall not be entitled to any additional compensation for the same. Any development by the Executive Director of patentable or copyrightable material shall be considered "work for hire" under the United States patent and copyright laws, and the patent or copyright in and to such material shall belong to the CRA. To the extent the development may not be deemed a "work for hire," the Executive Director shall execute all documents required by CRA to effect such assignment. This provision does not apply to work performed by the Executive Director in pursuit of her advanced degree, unless the work is also used for CRA business.
2. All documents including any computer digital records relating thereto, prepared by the Executive Director pursuant to this Agreement, shall be the sole and exclusive property of the CRA. Upon request of the CRA and/or upon the termination or completion of this Agreement, the Executive Director shall promptly deliver to the CRA all or any portion of the above referenced documents including the digital information relating thereto.

Section 18: Other Terms and Conditions of Employment

The City, only upon Agreement with Executive Director, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Executive Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of High Springs Charter or any other law.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) CITY:
CRA Chair
City of High Springs
110 NW 1st Avenue
High Springs, FL 32643

(2) Executive Director:
Amanda Rodriguez
4611 NW 30th Terrace
Gainesville, FL 32605

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

1. **Integration.** This Agreement sets forth and establishes the entire understanding between the City, CRA, and the Executive Director relating to the employment of the Executive Director by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

2. **Binding Effect.** This Agreement shall be binding on the City, CRA and the Executive Director as well as their heirs, assigns, executors, personal representatives and successors in interest.

3. **Effective Date.** This Agreement shall become effective on October 1, 2016.

4. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

5. This Agreement shall be construed and administered with the laws of the State of Florida.

Section 21: Waiver

No express or implied consent or waiver by a party to or of any breach or dealt by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act of failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

Section 22: Representations and Warranties

The Executive Director represents and warrants to the CRA and City that the Executive Director is fully qualified and possesses the requisite skills and experience to perform her duties as set forth herein.

DATED this _____ day of _____.

Amanda Rodriguez

Approved by me as Mayor of the City of High Springs,
Florida this _____ day of _____, A.D. 2016.
