



SEMINOLE COUNTY, FLORIDA
Board of County Commissioners
Meeting Agenda

Tuesday, March 12, 2024

9:30 AM

BCC Chambers

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Jay Zembower

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Brian Dorn, Action Church

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Presentation - Fire Department Accreditation [2024-0240](#)

IV. CONSENT AGENDA – PUBLIC PARTICIPATION

Florida law provides that members of the public shall be given a reasonable opportunity to be heard on propositions before the Board of County Commissioners, except when the Board is acting on emergency or ministerial matters or conducting a meeting exempt from the requirements of the Sunshine Law. Individuals shall be permitted three (3) minutes each for public participation, or six (6) minutes when the individual is an official representative of a formal association or group. The Chairman may modify the maximum time for public participation, at his sole discretion, when appropriate.

Public participation on quasi-judicial or other public hearing items will occur during the Board's consideration of those items this afternoon. Public participation on pending procurement matters or on non-agenda items shall not be permitted at this time. Members of the public desiring to make public comment must fill out a speaker form and present the form to staff. Forms are available in the lobby.

Constitutional Officers – Consent Agenda (Item No. 2)

2. Expenditure Approval Lists dated February 14 and 21, 2024; Payroll Approval List dated February 15, 2024; and BCC Official Minutes dated January 9, 23, and February 13, 2024. [2024-0199](#)
**(Jenny Spencer, CPA, CGFO, and CFE,
Director-Comptroller's Office)**

County Manager's Consent Agenda (Items No. 3 - 28)**County Manager's Office**

3. Approve and authorize the Chairman to execute a Proclamation proclaiming March 17 - 23, 2024 National Surveyors Week in Seminole County, FL. Countywide [2024-0193](#)
(Raymond Phillips, County Surveyor)
4. Approve and authorize the Chairman to execute a Proclamation proclaiming March as Women's History Month in Seminole County, Florida. [2024-0243](#)
5. Approve the appointment of Johnny Edwards, PE, Utilities Department Interim Director, as the representative to the South Seminole and North Orange County Wastewater Transmission Authority Board and appoint Christopher Graybosch, Utilities Operation Division, Field Operations Manager, as the alternative member; and authorize the County Manager to transmit a letter to Mr. Ed Gil de Rubio, Executive Director of the South Seminole North Orange County Wastewater Transmission Authority, advising him of the appointments. Countywide [2024-0228](#)
(Meloney Koontz, Assistant County Manager)

Fleet and Facilities

6. Approve and authorize the Chairman to execute the Second Amendment to the Gun Range Lease Agreement. Rent is \$120.00 per month or \$1,440 per year with maturity date of April 30, 2024 and automatic renewal terms of five (5) years each, thereafter. District2 - Zembower [2024-0138](#)
(Chad Wilsky, Fleet and Facilities Director)

7. Approve and authorize the Chairman to execute Commercial Lease No. 2023-064 for the Supervisor of Elections which extends the current agreement through March 31, 2026 with three (3) renewal options of one (1) year each. The annual rent increase is \$73,398.72 per year for a total of \$272,520.00. District5 - Herr (**Chad Wilsky, Fleet and Facilities Director**) [2024-0176](#)

Innovation and Strategic Initiatives

8. Approve and authorize the Chairman to execute the Seminole County Government - Edyth Bush Charitable Foundation Partnership Agreement in the amount of \$200,000 for the purpose of strengthening the impact, effectiveness and leadership of Seminole County nonprofit and philanthropic organizations. Countywide (**Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer**) [2024-0125](#)
9. Approve and authorize the Chairman to execute the Seminole County Government - Florida First Robotics Education Foundation Partnership Agreement in the amount of \$40,000 for the purpose of advancing STEM education and workforce development for Seminole County students. Countywide (**Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer**) [2024-0127](#)
10. Approve and authorize the Chairman to execute the Seminole County Government - Collegiate Pathways, Inc Partnership Agreement in the amount of \$40,000 for the purpose of providing science, technology, engineering, and mathematics (STEM) programming for Seminole County Public Schools students. (**Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer**) [2024-0131](#)
11. Approve and authorize the Chairman to execute a Resolution amending Subsection 501.0 (Paid Time Off Leave) and Subsection 503.0 (Holidays) within Section 24.15 (Personnel Policies and Procedures) of the Seminole County Administrative Code. Countywide (**Christina Brandolini, Director of Human Resources on behalf of Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer**) [2024-0105](#)

12. Approve and authorize the Chairman to execute the Resolution amending Seminole County Administrative Code by creating a new Section 3.53 Public Records Request Policy, deleting Section 20.36 Public Records Fees, and creating Section 3.54 Public Records Maintenance, Storage, and Retention Policy. Countywide **(Meloney Koontz, Assistant County Manager on behalf of Andrea Wesser-Brawner Chief Innovation and Strategic Initiatives Officer)** [2024-0036](#)
13. Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code for Seminole County Arts and Cultural Grant Program. Countywide **(Rick Durr, Parks and Recreation Director on behalf of Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer)** [2024-0086](#)

Management and Budget

14. Approve and authorize the Chairman to execute a Resolution implementing BAR #24-039 in the General Fund to transfer \$6,000 from operating supplies for the purchase of a replacement tennis ball machine. District3 - Constantine **(Timothy Jecks, Management & Budget Director)** Requesting Department - Parks & Recreation [2024-0194](#)
15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-038 in the Fire Protection Fund to appropriate funding in the amount of \$749,468 for the Public Emergency Medical Transportation (PEMT)/Managed Care Organization (MCO) program. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Fire Department [2024-0187](#)
16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-037 in the 2014 Infrastructure Sales Tax Fund to transfer \$245,510 from reserves for the SR46 at Airport Blvd Right Turn Lane Project. District5; Herr **(Timothy Jecks, Budget & Management Director)** - Requesting Dept: Public Works [2024-0192](#)

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17. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-041 in the 2014 Infrastructure Sales Tax Fund to transfer \$820,650 from reserves for right-of-way acquisition costs for the Hillview Drive Drainage Project. District3 - Constantine (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works [2024-0221](#)
18. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 24-040 in the Solid Waste Fund to transfer \$180,000 from reserves to replace a Zero Turn Mower (\$15,000); to refurbish a Walking Floor Trailer (\$65,000), and to cover increased Leachate Disposal costs (\$100,000). Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Environmental Services [2024-0220](#)
19. Request Board approve submission of an application and Resolution to the State of Florida Department of Environmental Protection State Revolving Loan Program for Drinking Water Facilities for the State authorized loan amount of \$533,000 with 100% Principle Forgiveness for the testing and removal of Polyfluoroalkyl substance (PFAS) in drinking water; and authorize the Chairman to execute a Budget Amendment Request (BAR) #24-030 through the Environmental Services Grant Fund in the amount of \$533,000; and authorize the County Manager, or his designee, to sign the Loan application and all future documents associated with this loan program. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Utilities Department [2024-0115](#)

20. Approve and authorize the Chairman to execute a Resolution to submit an application to the State of Florida Department of Environmental Protection State Revolving Loan Program for Infrastructure Law Lead Service Line Priority List in the amount of \$2,485,500 with 49% Principle Forgiveness for planning and design for lead service line inventory and replacement of lead service line; and authorized the Chairman to execute a Budget Amendment Request (BAR) #24-031 through the Environmental Services Grant Fund to recognize revenue in the amount of \$1,217,895; and authorize the County Manager, or his designee, to sign the Loan application and all future documents associated with this loan program. Countywide
(Timothy Jecks, Management & Budget Director)
Requesting Department - Utilities Department [2024-0118](#)

Public Works

21. Approve and authorize the Chairman to execute the Agreement of Purchase and Sale of Mitigation Credits for the Midway Drainage Improvement Project (CIP 01907077) for the purchase of four and eighty-seven hundredths (4.87) acres of State and one and seventy-six hundredths acres (1.76) of Federal Wetland Mitigation Credits (Forested and Herbaceous) from the Colbert-Cameron Wetland Mitigation Bank for the purchase price of Three Hundred Eighteen Thousand Six Hundred Dollars US (\$318,600.00). District5 - Herr (**Jean Jreij, P.E., Public Works Director**) [2024-0183](#)
22. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-819 for a drainage easement necessary for the Midway Drainage Improvement Project (1,371± SF) between William Cintron and Seminole County for \$29,120.00, as full settlement and for any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (**Jean Jreij, P.E., Public Works Director**). [2024-0227](#)

Resource Management

23. Request Board approval to submit a grant application to the Florida Department of Children and Families Reinvestment Grant FY 2024 requesting up to \$1,200,000 to support Re-Entry Services for frequently arrested citizens that have an underlying mental health and/or substance abuse issue; as well as the Sherriff's Juvenile SNAP Program; and authorize the County Manager to execute the grant application and supporting documents as required, including contract and BAR, if awarded. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) [2023-1496](#)

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24. Request Board approve submission of a grant application to the Federal Department of Energy in acceptance of the Energy Efficiency and Conservation Block Grant (EECBG) allocation in the amount of \$287,440 to replace outdated light fixtures in the County Services Building to LED fixtures creating a more energy efficient building; and authorize the County Manager to sign any grant documents associated with this grant. Countywide (**Lorie Bailey Brown, Resource Management Director**) Requesting Departments - Fleet & Facilities and Innovation & Strategic Initiatives [2024-0166](#)
25. Request Board approval to submit a grant application to Environmental Protection Agency Climate Pollution Reduction Grant requesting up to \$199,999,999 for the Waste to Energy program in coordination with the East Central Florida Regional Planning Council Priority Climate Action Plan along with regional partners to reduce Greenhouse Gas (GHG); and authorize the County Manager to submit Letter of Intent for this grant application. Countywide (**Lorie Bailey Brown, Resource Management Director**) Requesting Department - Innovation and Strategic Initiatives [2024-0167](#)
26. Waive the procurement process and authorize Single Source Procurement SS-604754-24/LAS- Purchase and Installation of RevolveAir brand Self Contained Breathing Apparatus (SCBA) Cascade System for Fire Station 39 to Municipal Emergency Services Inc., Sandy Hook, CT and authorize the Purchasing and Contracts Division to issue a Purchase Order in the amount of \$86,256.84. Countywide (**Lorie Bailey Brown, Resource Management Director**) Requesting Department - Fire Department [2024-0230](#)

27. Request Board approval to submit a Letter of Intent along with the East Central Florida Regional Planning Council (ECFRPC) as a Coalition member for participating in the Tampa MSA regional application to the Environmental Protection Agency Climate Pollution Reduction Grant that would direct up to \$12,000,000 in solar installation to the County's Landfill to reduce Greenhouse Gas (GHG); and authorize the County Manager to submit Letter of Intent for this grant application. **(Lorie Bailey Brown, Resource Management Director)** Requesting Department - Innovation and Strategic Initiatives [2024-0214](#)
28. Approve ratification from the Board for the submittal of the Saint Johns River Water Management District (SJRWMD) FY25 Cost Share grant requesting up to \$20,000,000 for the Wekiva Septic-to-Sewer Phase 1 project; and authorize the County Manager or designee to execute any documents associated with the grant application. Countywide **(Lorie Bailey Brown, Resource Management Director)** Requesting Departments - Utilities Department and Environmental Services Department [2024-0100](#)

V. WORKSESSION

29. Septic to Sewer **(Kim Ornberg, Environmental Services Director and Robert Reiss, Vice President CHA Consulting)** [2024-0238](#)

VI. COUNTY ATTORNEY'S REPORT

VII. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

IIIX. DISTRICT COMMISSIONER REPORTS

District 5 - Commissioner Herr

District 1 - Commissioner Dallari

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

District 2 - Chairman Zembower

IX. CHAIRMAN'S REPORT

30. Board Appointments

[2024-0304](#)**X. PUBLIC COMMENT (Items not Related to the Agenda)****XI. ADJOURN BCC MEETING**

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES, ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-7940.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE COUNTY MANAGER'S OFFICE, AT 407-665-7219. PERSONS ARE ADVISED THAT, IF THEY DECIDE TO APPEAL DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, PER SECTION 286.0105, FLORIDA STATUTES.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0240

Title:

Presentation - Fire Department Accreditation



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0199

Title:

Expenditure Approval Lists dated February 14 and 21, 2024; Payroll Approval List dated February 15, 2024; and BCC Official Minutes dated January 9, 23, and February 13, 2024. **(Jenny Spencer, CPA, CGFO, and CFE, Director-Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

Jenny Spencer, CPA, CGFO, and CFE, Director-Comptroller's Office

Contact/Phone Number:

Terri Porter - 407-665-7663

Background:

Detailed reports are attached. Listing of "Received and Filed" documents is for information only.

Requested Action:

Approve Expenditure Approval Lists dated February 14 and 21, 2024; Payroll Approval List dated February 15, 2024; and BCC Official Minutes dated January 9, 23, and February 13, 2024.

**CLERK AND COMPTROLLER'S
REPORT and BRIEFING
March 12, 2024**

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated February 14 and 21, 2024; and Payroll Approval List dated February 15, 2024.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated January 9, 23, and February 13, 2024.

B. RECEIVED AND FILED LISTING (For Information Only)

| | |
|----|---|
| 1 | Amdmt #1 to W.O. #15 to RFP-3750-21/Revere Control Systems |
| 2 | Amdmt #1 to W.O. #18 to PS-1473-17/S2L, Inc. |
| 3 | Amdmt #1 to W.O. #40 to PS-1474-17/S2L, Inc. |
| 4 | Amdmt #3 to W.O. #29 to PS-1822-18/Carollo Engineers |
| 5 | Amdmt #5 to W.O. #16 to PS-2468-19/GAI Consultants |
| 6 | Amdmt #6 to W.O. #1 to PS-3679-21/DLR Group |
| 7 | Amdmt to Conditional Utility Agrmt/W&S/Nuwave (Huffman Inc.) |
| 8 | Approval D.O.s #23-30000120, 2451 Water St, Tanner/#23-30000121, 5573 First St, Cato/23-30000122, 7413 Barnacle Ct, Ban/23-30000124, 1000 Nodding Pines Wy, Goff/#23-0000125, 5711 Bear Lake Cir, Carpenter |
| 9 | Approval D.O.s #23-30000126, 892 Heather Glen Cir, Moore/#23-30000127, 1461 Pelican Bay Trl, Schoenberg/#23-30000128, 6625 Bear Lake Ter, Johnson & Sheckler/#23-30000130, 3757 Mill Stone Dr, Sposato/#23-30000129/1175 Willingham Rd/O'Dell |
| 10 | Approval D.O.s #23-30000136, 179 Douglas Ave, Boktor/#23-30000135, 435 Lincoln Ave, Faragalla |
| 11 | C.O. #4 to CC-5014-23/Dorothy Builds |
| 12 | CC-5502-23 Restroom Renovation Fire Stations #34 & #41/Dorothy Builds |
| 13 | CC-5637-24/Construction Services Agrmt for Aluminum Animal Enclosure and Carport Awning/KC Screen, Inc. |
| 14 | CC-5638-24/Aluminum Carport Awning at Seminole County Fire Dept Central Training Center/KC Screen, Inc. |
| 15 | CDBG Program Subrecipient Agrmt Program Yr 2023-2024/Kids House of Seminole (2023-2024 One-Year Action Plan approved by BCC on 7-25-23) |
| 16 | Closeout to CC-5035-23/Cross Construction Services |
| 17 | IFB-604689-23/Term Contract for Connected Vehicle Equipment/Iteris |
| 18 | M-5762-24/Closure Documentation Assistance for Rolling Hills Golf Course/RES Florida Consulting |
| 19 | Restrictive Use Covenants (RUC)/Habitat for Humanity HOME Program/2001, 2005, and 2009 Alexander Ave., Sanford/(As approved by the BCC 07-26-2022) |
| 20 | Second Amended and Restated D.O. #23-20500020 (replacing D.O. #11-20500001)/Seminole Towne Center Auto Mall (fka Bill Heard Chevrolet)/RCJ of Winter Park No. 2, Ltd. |
| 21 | Third Amdmt to IFB-604152-21/Emergency Vehicle Repair, Inc. |
| 22 | Third Amdmt to RFP-604205-21/Ott Lands |
| 23 | Tourist Tax Funding Agrmt/Florida Institute of Technology/2024 Panther Invitational |
| 24 | Tourist Tax Funding Agrmt/Spring Break Sports/Spring Break Tennis (2024) |
| 25 | Tourist Tax Funding Agrmt/The District Board of Trustees of Seminole State College of Florida/2024 Courtney Miller Invitational |

- 26 Tourist Tax Funding Agrmt/University Athletic Association/2024 UAA Men's and Women's Tennis Championships
- 27 W.O. #3 to PS-4720-23/Kittelson & Associates

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 2/8/24 Through 2/14/24

| <u>FUND</u> | <u>FUND TITLE</u> | <u>AMOUNT</u> |
|--------------|--------------------------------|------------------------|
| 00100 | GENERAL FUND | \$ 1,496,206.94 |
| 00103 | NATURAL LAND ENDOWMENT FUND | 355.00 |
| 00108 | FACILITIES MAINTENANCE FUND | 229,139.72 |
| 00109 | FLEET REPLACEMENT FUND | 103,339.30 |
| 00110 | ADULT DRUG COURT GRANT FUND | 900.00 |
| 00112 | MAJOR PROJECTS FUND | 340,859.63 |
| 00113 | COUNTYWIDE UTILITIES | 60,771.56 |
| 10101 | TRANSPORTATION TRUST FUND | 86,424.02 |
| 10400 | BUILDING PROGRAM | 7,632.50 |
| 11000 | TOURISM PARKS 1,2,3 CENT FUND | 1,940.00 |
| 11001 | TOURISM SPORTS 4 & 6 CENT FUND | 39,098.99 |
| 11200 | FIRE PROTECTION FUND | 136,968.52 |
| 11400 | COURT SUPP TECH FEE (ARTV) | 1,106.74 |
| 11500 | 1991 INFRASTRUCTURE SALES TAX | 5,851.07 |
| 11541 | 2001 INFRASTRUCTURE SALES TAX | 1,782.50 |
| 11560 | 2014 INFRASTRUCTURE SALES TAX | 799,656.40 |
| 11901 | COMMUNITY DEVELOPMEN BLK GRANT | 35,622.89 |
| 11904 | EMERGENCY SHELTER GRANTS | 6,404.92 |
| 11916 | PUBLIC WORKS GRANTS | 1,974.85 |
| 11919 | COMMUNITY SVC GRANTS | 5,964.76 |
| 11930 | RESOURCE MANAGEMENT GRANTS | 4,740.00 |
| 11937 | AMERICAN RESCUE PLN-SLFRF ARPA | 21,058.38 |
| 12023 | SHIP AFFORDABLE HOUSING 22/23 | 3,431.10 |
| 12101 | LAW ENFORCEMENT TST-LOCAL | 5,000.00 |
| 12500 | EMERGENCY 911 FUND | 21,231.65 |
| 12804 | LIBRARY-IMPACT FEE | 29,935.90 |
| 13100 | ECONOMIC DEVELOPMENT | 175.00 |
| 15000 | MSBU STREET LIGHTING | 10,461.58 |
| 16000 | MSBU PROGRAM | 2,755.44 |
| 16010 | MSBU CEDAR RIDGE (GRNDS MAINT) | 44.09 |
| 32300 | FIVE POINTS DEVELOPMENT FUND | 294,616.00 |
| 40100 | WATER AND SEWER FUND | 433,649.20 |
| 40108 | WATER & SEWER CAPITAL IMPROVEM | 186,697.86 |
| 40201 | SOLID WASTE FUND | 38,472.72 |
| 50100 | PROPERTY LIABILITY FUND | 90,101.67 |
| 50200 | WORKERS COMPENSATION FUND | 11,666.67 |
| 60308 | ADULT DRUG COURT | 551.79 |
| TOTAL REPORT | | <u>\$ 4,516,589.36</u> |

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
February 14, 2024

CHECK SEQUENCE: CK #958211 - #958556 BOCC

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 12th DAY
OF MARCH 2024.**

Chairman

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 2/15/24 Through 2/21/24

| <u>FUND</u> | <u>FUND TITLE</u> | <u>AMOUNT</u> |
|--------------|--------------------------------|-------------------------|
| 00100 | GENERAL FUND | \$ 2,331,766.72 |
| 00103 | NATURAL LAND ENDOWMENT FUND | 300.00 |
| 00104 | BOATING IMPROVEMENT FUND | 27,044.00 |
| 00108 | FACILITIES MAINTENANCE FUND | 5,308.04 |
| 00109 | FLEET REPLACEMENT FUND | 46,870.00 |
| 00110 | ADULT DRUG COURT GRANT FUND | 533.00 |
| 00111 | TECHNOLOGY REPLACEMENT FUND | 753,596.64 |
| 00112 | MAJOR PROJECTS FUND | 116,699.77 |
| 00113 | COUNTYWIDE UTILITIES | 87,461.14 |
| 10101 | TRANSPORTATION TRUST FUND | 173,946.52 |
| 10400 | BUILDING PROGRAM | 6,504.55 |
| 11000 | TOURISM PARKS 1,2,3 CENT FUND | 1,550.00 |
| 11001 | TOURISM SPORTS 4 & 6 CENT FUND | 7,530.00 |
| 11200 | FIRE PROTECTION FUND | 683,703.16 |
| 11400 | COURT SUPP TECH FEE (ARTV) | 2,101.22 |
| 11500 | 1991 INFRASTRUCTURE SALES TAX | 17,190.20 |
| 11541 | 2001 INFRASTRUCTURE SALES TAX | 20,583.79 |
| 11560 | 2014 INFRASTRUCTURE SALES TAX | 1,071,652.54 |
| 11641 | PUBLIC WORKS-INTERLOCAL AGREEM | 2,123.55 |
| 11901 | COMMUNITY DEVELOPMEN BLK GRANT | 170,563.70 |
| 11902 | HOME PROGRAM GRANT | 33,877.33 |
| 11904 | EMERGENCY SHELTER GRANTS | 50,559.62 |
| 11905 | COMMUNITY SVC BLOCK GRANT | 500.00 |
| 11908 | DISASTER PREPAREDNESS | 5,145.50 |
| 11916 | PUBLIC WORKS GRANTS | 986,544.00 |
| 11917 | LEISURE SERVICES GRANTS | 69,225.00 |
| 11919 | COMMUNITY SVC GRANTS | 53,037.68 |
| 11920 | NEIGHBOR STABIL PROGRAM GRANT | 453.33 |
| 11925 | DCF REINVESTMENT GRANT FUND | 6,250.00 |
| 11930 | RESOURCE MANAGEMENT GRANTS | 2,013.00 |
| 12022 | SHIP AFFORDABLE HOUSING 21/22 | 10,691.00 |
| 12023 | SHIP AFFORDABLE HOUSING 22/23 | 2,404.00 |
| 12024 | SHIP AFFORDABLE HOUSING 23/24 | 5,106.82 |
| 12101 | LAW ENFORCEMENT TST-LOCAL | 16,468.67 |
| 12200 | ARBOR VIOLATION TRUST FUND | 16,947.00 |
| 12500 | EMERGENCY 911 FUND | 3,652.12 |
| 12804 | LIBRARY-IMPACT FEE | 20,222.00 |
| 15000 | MSBU STREET LIGHTING | 80,975.92 |
| 16000 | MSBU PROGRAM | 553.18 |
| 16005 | MSBU MILLS (LM/AWC) | 225.74 |
| 16007 | MSBU AMORY (LM/AWC) | 363.33 |
| 16013 | MSBU HOWELL CREEK (LM/AWC) | 77.35 |
| 16020 | MSBU HORSESHOE (LM/AWC) | 135.04 |
| 16021 | MSBU MYRTLE (LM/AWC) | 205.52 |
| 16023 | MSBU SPRING WOOD LAKE (LM/AWC) | 120.35 |
| 16024 | MSBU LAKE OF THE WOODS(LM/AWC) | 524.30 |
| 16025 | MSBU MIRROR (LM/AWC) | 376.02 |
| 16027 | MSBU SPRINGWOOD WTRWY (LM/AWC) | 258.33 |
| 16028 | MSBU BURKETT (LM/AWC) | 172.47 |
| 16030 | MSBU SWEETWATER COVE (LM/AWC) | 1,283.75 |
| 16031 | MSBU LAKE ASHER AWC | 257.76 |
| 16032 | MSBU ENGLISH ESTATES (LM/AWC) | 110.49 |
| 16033 | MSBU GRACE LAKE (LM/AWC) | 363.65 |
| 16035 | MSBU BUTTONWOOD POND (LM/AWC) | 115.23 |
| 16036 | MSBU HOWELL LAKE (LM/AWC) | 410.53 |
| 16073 | MSBU SYLVAN LAKE (AWC) | 993.32 |
| 16077 | MSBU LITTLE LK HOWELL/TUSK | 269.90 |
| 16080 | MSBU E CRYSTAL CHAIN OF LAKES | 841.33 |
| 32300 | FIVE POINTS DEVELOPMENT FUND | 54,368.04 |
| 40100 | WATER AND SEWER FUND | 462,266.52 |
| 40108 | WATER & SEWER CAPITAL IMPROVEM | 49,173.82 |
| 40201 | SOLID WASTE FUND | 343.18 |
| 40301 | WEKIVA GOLF COURSE FUND | 5,000.00 |
| 50100 | PROPERTY LIABILITY FUND | 16,362.52 |
| 50300 | HEALTH INSURANCE FUND | 2,638,164.42 |
| TOTAL REPORT | | <u>\$ 10,124,437.62</u> |

**COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
February 21, 2024**

CHECK SEQUENCE: CK #958557 - #958897 BOCC

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 12 DAY OF
MARCH, 2024.**

Chairman

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 02/15/2024
Biweekly Payroll Ending: 02/10/2024

Check Numbers: **162338-162355**

Voided Check Number: N/A

Net Expenditure Total: **\$3,019,924.97**

This payroll is approved by the Board of County Commissioners of Seminole County Florida,
this 12 day of March 2024.

Chairman



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0193

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming March 17 - 23, 2024 National Surveyors Week in Seminole County, FL. Countywide (**Raymond Phillips, County Surveyor**)

**PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING MARCH 17-23, 2024 AS NATIONAL SURVEYORS AND MAPPERS WEEK
IN
SEMINOLE COUNTY, FL**

WHEREAS, surveyors and mappers are counted among the founding fathers of our county and were instrumental in the formation of property boundaries, which support the enjoyment of property ownership; and

WHEREAS, we recognize the valuable contributions of the Surveying and Mapping Profession to history, development, and quality of life in Florida and Nationwide and make important decisions based on the knowledge and expertise of Licensed Professional Surveyors and Mappers; and

WHEREAS, the Surveying and Mapping profession requires special education, training, the knowledge of mathematics, the related physical and applied sciences, and requirements of law for evidence; and

WHEREAS, Surveyors and Mappers are uniquely qualified and licensed to determine and describe land and water boundaries for the management of natural resources and protection of private and public property rights; and

WHEREAS, the continued advancements in instrumentation have required the Surveyor and Mapper not only to be able to understand and implement the methods of the past, but also to learn and employ modern technology in finding solution to meet the challenges of the future; and

WHEREAS, on the 13th of February, 1984, President Ronald Regan set his hand to the proclamation of the first National Surveyors week beginning on March 11, 1984.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Seminole County, Florida, that March 17 through March 23, 2024, shall be known, designated and set aside as National Surveyors and Mappers Week.

ADOPTED this 12th day of March 2024



**Jay Zembower, Chairman
Seminole County, Board of County Commissioners**



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 □ 1468

File Number: 2024-0243

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming March as Women's History Month in Seminole County, Florida.

**PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
RECOGNIZING WOMEN'S HISTORY MONTH
IN SEMINOLE COUNTY, FLORIDA**

WHEREAS, in March 1980, President Jimmy Carter issued the first Presidential Proclamation declaring Women's History Week to align with International Women's Day (March 8th) which has been recognized across the world since March 1911; and

WHEREAS, the following year, on August 4, 1981, the U.S. Congress established Women's History Week as a federally recognized commemoration of the accomplishments, perspectives, and experiences of women in the United States with a Joint Resolution; and

WHEREAS, throughout the next five years, Congress continued to pass joint resolutions designating one week in March as "Women's History Week," authorizing the President to issue a proclamation urging people to celebrate the contributions of women in U.S. history; and

WHEREAS, the first Women's History Month was proclaimed in March 1987 by President Ronald Reagan, with Proclamation 5619, and states,

"From the earliest times, women have helped shape our Nation. Historians today stress all that women have meant to our national life, but the rest of us too should remember, with pride and gratitude, the achievements of women throughout American history. Those achievements span the wide range of human endeavor. They have not been attained without the quiet courage and sacrifice of millions of women, some famed, most not."; and

WHEREAS, President Reagan's Proclamation continued,

"Women have established themselves in business and the professions, and today women outnumber men as undergraduates at our colleges and universities.

Women have fought for moral and social reform and have taken part in and led many great social and political movements of our land.

Women have founded many of our philanthropic, cultural, educational, and charitable institutions.

Women have served our Nation with valor and distinction during wartime, nursing the wounded, piloting airplanes, performing vital jobs in defense plants.

Women have forged a place for themselves in public life, serving on the Supreme Court, in the Congress, and in Cabinet posts; becoming Ambassadors; and holding Federal Executive posts that affect the lives of every citizen."

NOW, THEREFORE, BE IT PROCLAIMED that the Seminole County Board of County Commissioners do hereby proclaim March 2024 as

WOMEN'S HISTORY MONTH

and call upon all Seminole County residents to honor the sacrificial service and leadership of the women in our county who joyfully serve their fellow citizens, families, businesses, charities, educational institutions, and houses of worship.

BE IT FURTHER PROCLAIMED by the Board of County Commissioners of Seminole County, Florida, that this Proclamation be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole.

ADOPTED this 12th day of March, 2024.



**Jay Zembower, Chairman
Seminole County Board of County Commissioners**



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0228

Title:

Approve the appointment of Johnny Edwards, PE, Utilities Department Interim Director, as the representative to the South Seminole and North Orange County Wastewater Transmission Authority Board and appoint Christopher Graybosch, Utilities Operation Division, Field Operations Manager, as the alternative member; and authorize the County Manager to transmit a letter to Mr. Ed Gil de Rubio, Executive Director of the South Seminole North Orange County Wastewater Transmission Authority, advising him of the appointments. Countywide (**Meloney Koontz, Assistant County Manager**)

Division:

County Manager Office

Authorized By:

Meloney Koontz

Contact/Phone Number:

Meloney Koontz/407-665-7225

Background:

The South Seminole and North Orange County Wastewater Transmission Authority (SSNOCWTA), an independent Special District, owns and operates an untreated wastewater transmission system located in portions of Seminole County, Orange County, and the Cities of Casselberry, Winter Park, and Maitland. The Authority provides wastewater services to Seminole County, and the cities of Maitland, Casselberry, and Winter Park.

Chapter 78-617, Laws of Florida, as amended by Chapter 2021-259, Laws of Florida, which constitute the special law authorizing SSNOCWTA, provides the following:

The City of Maitland, the City of Casselberry, the City of Winter Park, and Seminole County shall be entitled to representation on the governing Board. Each governmental entity shall appoint one member and one alternate. The alternate member shall be authorized by each respective entity to act in all matters for the member during the

absence of the member at any duly authorized board meeting.

Members of the Board may be elected officials, employees of the respective entities, or citizens residing within the respective entities.

The appointing governmental entities may remove its appointed member or alternate member from office at any time without a statement of cause and may appoint a new member for the remainder of the term.

Staff Recommendation:

Staff requests that the Board approve the appointment of Johnny Edwards, PE, Utilities Department Interim Director as the Representative to the South Seminole and North Orange County Wastewater Transmission Authority Board and approve the appointment of Christopher Graybosch, Utilities Operations Division, Field Operations Manager, as the Alternative Member; and authorize the County Manager to transmit a letter to Mr. Ed Gil de Rubio, Executive Director of the South Seminole and North Orange County Wastewater Transmission Authority, advising him of the appointments.

February 27, 2024

Mr. Ed Gil de Rubio
Executive Director
South Seminole North Orange County
Wastewater Transmission Authority
410 Lake Howell Road
Maitland, FL 32751

Dear Mr. Gil de Rubio:

On March 12, 2024, the Board of County Commissioners approved the request for Johnny Edwards, Seminole County's Utilities Department Interim Director, to replace Kim Ornberg as the county representative to the South Seminole North Orange County Wastewater Transmission Authority Board.

Christopher Graybosch, our Utilities Department, Field Operations Manager, will replace Johnny Edwards as the alternative representative for Seminole County.

If you have any questions or concerns, please do not hesitate to contact me at 407-665-7219.

Sincerely,

Darren Gray, County Manager
Seminole County Government

bd/dg

cc: Board of County Commissioners
County Commission Records
Johnny Edwards, Utilities Department Interim Director
Kim Ornberg, Environmental Services Director
Chris Graybosch, Field Operations Manager



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0138

Title:

Approve and authorize the Chairman to execute the Second Amendment to the Gun Range Lease Agreement. Rent is \$120.00 per month or \$1,440 per year with maturity date of April 30, 2024 and automatic renewal terms of five (5) years each, thereafter. District2 - Zembower (**Chad Wilsky, Fleet and Facilities Director**)

Division:

Fleet and Facilities - Facilities Mntc

Authorized By:

Chad Wilsky, Fleet and Facilities Director

Contact/Phone Number:

Sandra Aganovic/407-665-5280

Background:

The lease agreement with Seminole County Gun and Archery Association, Inc. (SCGAA) was first approved by the Board of County Commissioners on June 21, 1994 for leased property at 2390 Gun Range Road, Geneva, FL 32732. The lease agreement matures on April 30, 2024 with automatic renewal terms of five (5) years each thereafter. The Board approved First Amendment to the Lease agreement on August 18, 1998.

The proposed Second Amendment to the Lease Agreement updates the insurance and indemnification provisions as per Risk Management's request and corrects a scrivener's error in the legal description of the Leased Premises referenced in Section 1 of the lease. The annual rate of \$120.00 per year is now changed to \$120.00 per month or \$1,440 per year. SCGAA agrees to make premises available for Florida Fish and Wildlife Conservation Commission (FWC) hunter safety and related courses as needed to FWC without charge; SCGAA agrees to make a minimum of 50% of competitive shooting events open to non-members and advertise such activities accordingly; SCGAA agrees to provide all Seminole County residents a five (5) percent discount on membership; SCGAA agrees that the only requirement for membership will be limited to background checks, completion of safety orientation inclusive or

written and practical test, and demonstration of safe handling of firearms and archery equipment. The Tenant continues to pay for all interior and exterior maintenance.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Second Amendment to the Gun Range Lease Agreement.

SECOND AMENDMENT TO GUN RANGE LEASE AGREEMENT

THIS SECOND AMENDMENT TO GUN RANGE LEASE AGREEMENT is to that Lease Agreement entered into on the 21st day of June, 1994, by and between **SEMINOLE COUNTY GUN AND ARCHERY ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is P.O. Box 2222, Sanford, Florida 32772-2222, in this Second Amendment referred to as “LESSEE,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Second Amendment referred to as “LANDLORD.”

W I T N E S S E T H:

WHEREAS, LANDLORD and LESSEE entered into the above referenced Lease Agreement on June 21, 1994, which was originally titled Gun Range Lease, and a First Amendment to Gun Range Lease on August 18, 1998, for the property located at 2390 Gun Range Road, Geneva, Florida 32732, for a term as stated under the First Amendment commencing on May 1, 1994 and continuing through April 30, 2024, with automatic renewal terms of five (5) years each thereafter; and

WHEREAS, Section 33 of the Lease Agreement provides that no amendments or modifications of the Lease Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of the original Lease Agreement; and

WHEREAS, the parties desire to amend the Lease Agreement to correct a scrivener’s error in the legal description of the Leased Premises in Section 1 of the Lease Agreement, to update the insurance and indemnification provisions, and to enable both parties to continue to enjoy the mutual benefits that the Lease Agreement provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment to Lease Agreement, the parties agree to amend the Lease Agreement as follows:

1. Section 1 of the Lease Agreement is deleted and replaced with the following:

Section 1. Leased Premises. Upon payment of the rent as set forth below, and the continued performance of the covenants provided in this Lease Agreement, the LANDLORD hereby leases and demises the portion of the real estate, situated in the County of Seminole, State of Florida, described as follows:

A Tract of land lying in Section 2, Township 20 South, Range 32 East, Seminole County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Northwest 1/4 of said Section 2. Thence along the north line of the Northeast 1/4, S.89°57'00"E. a distance of 404.44 feet; thence leaving said north line, S.21°01'22"E., along the prolongation of the west bank of a drainage ditch, and the west bank of said ditch, a distance of 1660.15 feet; thence N.90°00'00"W. a distance of 1000.0 feet to a point on west line of the Northeast 1/4 of said Section 2; thence continue N.90°00'00"W., a distance of 412.60 feet; thence N.37°10'28"W., a distance of 1968.14 feet to a point on the north line of the Northwest 1/4 of said Section 2; thence along said north line S.89°42'21"E., a distance of 1415.51 feet; thence S.89°42'21"E., a distance of 200.45 feet to the Point of Beginning.

Containing 61.09 Acres more or less

The above-described tract is referred to below as the "GUN RANGE" or the "Leased Premises" and is depicted in Exhibit "A," along with a fifty-foot (50') easement for ingress and egress as depicted in Exhibit "B." The Exhibits are attached to this Lease Agreement and incorporated by reference.

2. Section 3 of the Lease Agreement is deleted and replaced with the following:

Section 3. Rental.

(a) From June 21, 1994 through June 30, 2024, LESSEE shall pay LANDLORD, as rent for the leased premises, the annual sum of ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00). The first year's rental will be paid upon execution of this Lease Agreement, payable without demand and without set-off or deduction, except as expressly provided in this Lease Agreement. All subsequent yearly rentals will be paid on the anniversary date of this Lease Agreement, the last one being payable on June 21, 2023 for the lease period ending June 30, 2024.

(b) Effective July 1, 2024 and continuing on the first day of each month thereafter for the term of this Lease Agreement, LESSEE shall pay LANDLORD the monthly sum of ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00) as rent for the Leased Premises.

3. Section 5 of the Lease Agreement is deleted and replaced with the following:

Section 5. Use of Leased Premises.



(a) LESSEE is granted the non-exclusive use of the Leased Premises for such lawful use as LESSEE may desire consistent with Section 4 above and this Section 5 of this Lease Agreement during the term of this Lease Agreement.

(b) LESSEE covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida or the charter or ordinances of Seminole County, Florida, including, without limitation, any of their departments and bureaus, that may be applicable to the GUN RANGE at any given time for correction, prevention, and abatement of nuisances or other grievances in, upon, or connected with the GUN RANGE during the term of this Lease Agreement.

(c) LESSEE shall neither use nor keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of any insurance on or related to the GUN

RANGE or increase the hazard of risk, nor may LESSEE permit any public or private nuisance on the Leased Premises.

(d) LESSEE, at LESSEE's cost and expense, shall promptly comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.

(e) LESSEE shall make the premises available without charge to the Florida Fish and Wildlife Conservation Commission (FWC) for its Hunter Safety and related courses available as needed.

(f) LESSEE shall make a minimum of 50% of competitive shooting events open to non-members and advertise that accordingly.

(g) LESSEE shall provide Seminole County residents a five (5%) discount on membership.



(h) The requirements for membership in LESSEE's organization will be limited to background checks, completion of safety orientation inclusive or written and practical test, and demonstration of safe handling of firearms and archery equipment.

4. Section 10 of the Lease Agreement is deleted and replaced with the following:

Section 10. LESSEE'S DUTY TO HOLD HARMLESS; LIABILITY INSURANCE.

(a) LESSEE shall indemnify and hold harmless LANDLORD from and against any and all claims, lawsuits, actions, damages, or causes of action arising during the term of this Lease Agreement for any personal injury, loss of life, or damage to property sustained on or about the Leased Premises by reason of or as a result of the acts of LESSEE, its servants, agents, or employees with respect to the occupancy of the Leased Premises, and from and against any orders,

judgments, or decrees that may be entered against LESSEE, and from and against all costs, counsel fees, expenses, and liabilities incurred in and about the defense of any such claim and the investigation of it. Before LESSEE will become liable for such costs, counsel fees, expenses, and liabilities, LANDLORD shall give notice to LESSEE in writing that they are about to be incurred and LESSEE will have the option to make the necessary investigation itself and employ counsel of LESSEE's own selection for the necessary defense of any claims, but such counsel must be satisfactory to LANDLORD. LESSEE will not be released of any obligations under this Section by reason of the fact that the LANDLORD, in any circumstance, may have available the defense of sovereign immunity.

(b) LESSEE shall ensure each user of the GUN RANGE, including but not limited to persons camping overnight on the Leased Premises or participating in night shooting activities, executes and provides to LANDLORD the Hold Harmless and Indemnification Agreement for Seminole County in favor of LANDLORD attached to this Lease Agreement as Exhibit "D." The executed Hold Harmless and Indemnification Agreements must be provided to LANDLORD promptly after execution. LESSEE shall also require each user of the GUN RANGE to execute LESSEE's own form of release in favor of LESSEE. LESSEE shall maintain such releases for a period of no less than five (5) years and shall produce and deliver the releases to LANDLORD upon demand of LANDLORD.

(c) General Insurance Requirements. LESSEE shall procure and maintain insurance required under this Section at LESSEE's own cost.

(1) LESSEE shall provide LANDLORD with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, if LESSEE has

employees, Commercial General Liability, and Umbrella Liability). **The Certificate must clearly identify this Lease Agreement on the Certificate's face.** LANDLORD, its officials, officers, and employees must be named additional insureds under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, LESSEE shall provide a copy of the Section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that LANDLORD will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal (ten (10) days for non-payment), or by a method acceptable to LANDLORD. Until such time as the insurance is no longer required to be maintained by LESSEE, LESSEE shall provide LANDLORD with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by LANDLORD, LESSEE shall provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by LANDLORD nor failure to disapprove the insurance provided by LESSEE will relieve LESSEE of its full responsibility for performance of any obligation, including its indemnification of LANDLORD, under this Lease Agreement.

(4) Neither LANDLORD's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by LESSEE in accordance with this Section, nor LANDLORD's decisions to raise or not to raise any objections about either or

both, in any way relieves or decreases the liability of LESSEE.

(5) If LANDLORD elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then LESSEE shall promptly provide to LANDLORD such additional information as LANDLORD may reasonably request, and LESSEE shall remedy any deficiencies in the policies of insurance within ten (10) days.

(6) LANDLORD's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of LANDLORD to exercise this authority for the benefit of LESSEE or any other party.

(7) Deductible and self-insured retention amounts must be declared to and approved by LANDLORD and must be reduced or eliminated upon written request from LANDLORD. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by LESSEE.

(8) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer.

(9) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to LANDLORD and LANDLORD shall apportion the proceeds between LANDLORD and LESSEE as their interests may appear.

(10) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability policy.

(11) Coverage: The insurance provided by LESSEE pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or LANDLORD's officials,

officers, or employees must be in excess of and not contributing with the insurance provided by LESSEE.

(12) **Waiver of Subrogation:** All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(13) **Occurrence Basis.** The Workers' Compensation policy and the Commercial General Liability policy required by this Lease Agreement must be provided on an occurrence rather than a claims-made basis.

(14) **Obligations.** Compliance with the foregoing insurance requirements will not relieve LESSEE, its employees, or its agents of liability from any obligation under this Section or any other Section of this Lease Agreement.

(d) **Insurance Company Requirements.** Insurance companies providing the insurance under this Lease Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Lease Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Lease Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the LESSEE shall immediately notify LANDLORD as soon as LESSEE has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease Agreement. Until such time as LESSEE has replaced the unacceptable insurer with an insurer acceptable to LANDLORD, LESSEE will be deemed to be in default of this Lease Agreement.

(e) Specifications. Without limiting any of the other obligations or liability of LESSEE, LESSEE shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at LESSEE's sole expense. Except as otherwise specified in this Lease Agreement, the insurance will become effective upon execution of this Lease Agreement by LESSEE and must be maintained in force until the expiration of this Lease Agreement's term or the expiration of all Orders issued under this Lease Agreement, whichever comes last. Failure by LESSEE to maintain this required insurance coverage within the stated period will constitute a material breach of this Lease Agreement, for which LANDLORD may immediately terminate this Lease Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) LESSEE's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. LESSEE is also responsible for procuring proper proof of coverage from its subcontractors of

every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both LESSEE and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$1,000,000.00 (Each Accident)
\$1,000,000.00 (Disease-Policy Limit)
\$1,000,000.00 (Disease-Each Employee)

(D) If an employee leasing company provides LESSEE's workers' compensation coverage, LESSEE must complete and comply with the COUNTY'S Leased Employee Affidavit.

(E) If LESSEE asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, LESSEE shall provide notification to LANDLORD's Risk Manager with the Resource Management Department and shall complete the LANDLORD's Workers' Compensation Waiver Request. Approval of exemption is subject to LANDLORD's sole discretion. If approved, the

named individuals listed in LANDLORD's approved exemption will be the only individuals authorized to perform work under this Agreement.

(2) Commercial General Liability.

(A) LESSEE's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) LESSEE shall maintain these minimum insurance limits:

| | |
|------------------------|----------------|
| General Aggregate | \$2,000,000.00 |
| Personal & Advertising | \$1,000,000.00 |
| Injury Limit | |
| Each Occurrence Limit | \$1,000,000.00 |



(3) Umbrella Liability.

(A) LESSEE's insurance must follow form above the Commercial General Liability policy.

(B) The minimum limits to be maintained by LESSEE are:

| | |
|-----------------------|----------------|
| Each Occurrence Limit | \$2,000,000.00 |
| Aggregate | \$2,000,000.00 |

5. Sections 11 and 13 of the Lease Agreement are deleted and the following new Section 11 is added:

Section 11. CASUALTY. If structures on the Leased Premises are damaged by fire or other peril, LESSEE shall repair or remove such damaged structures at LESSEE's expense. If the damage prevents the range from being used by LESSEE, its members, or the public as specified

in the Lease Agreement, the damage must be repaired within 90 days of the occurrence of the damage and before LESSEE, its members, or the public resume use of the Leased Premises.

6. Exhibit "D" to the Lease Agreement is deleted and replaced with Exhibit "D" attached to this Second Amendment.

7. Except as modified by this Second Amendment, all terms and conditions of the original Lease Agreement as previously amended remain in full force and effect for the term of the Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Lease Agreement for the purpose expressed above.

WITNESSES:

SEMINOLE COUNTY GUN AND ARCHERY
ASSOCIATION, INC.

Carol Carroll
SIGNATURE

CAROL CARROLL
PRINT NAME

WILLIAM F HYDE
SIGNATURE

WILLIAM F HYDE
PRINT NAME

By: Hope A. Hyde
Its: Secretary

[Balance of this page intentionally blank; signatory page continues on page 13.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
202__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



Exhibit "D" – Hold Harmless and Indemnification Agreement for Seminole County
DGS/sfa
02/28/2024

T:\Users\Legal Secretary CSB\Public Works\Leases\2023\Second Amendment to Gun Range Lease - ver 7.docx

EXHIBIT D
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR SEMINOLE COUNTY
(Gun Range at Osceola Landfill Operated by Seminole County Gun and Archery Association, Inc.)

I, _____, am over the age of eighteen (18), and wish to attend as a spectator or to participate in gun and archery activities at the Gun Range at Osceola Landfill, which activity takes place at a pistol, rifle, skeet, trap, gun, and archery range, operated by the Seminole County Gun and Archery Association, Inc. (the "Association"), and on property owned by Seminole County and leased to the Association (the "Activity"). The Activity also possibly includes overnight camping and nighttime shooting. I have no health concerns that would endanger me in the performance of the Activity as described in this document.

OR

I, _____, give consent and permission as the natural guardian of _____, a minor, who has no health concerns that would endanger him or her in participating in the Activity as described in this document.

I acknowledge the Activity involves the use and discharge of firearms and archery equipment at the Gun Range, which includes, but is not limited to, potential hazards due to the discharge of deadly weapons. The Activity also includes overnight camping, which may involve hazardous contact with wild animals and other hazards. I have been informed and understand there are risks involved with this Activity and I fully assume responsibility for these risks for myself and, as applicable, for my child.

In consideration of Seminole County's permission for my participation in the Activity, I, for myself and, as applicable, for my child, and for my heirs and assigns, do hereby and forever release and discharge Seminole County, its agents, commissioners, officers and employees from any and all past and future claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, or description, including death, arising from or related to the Activity, my or my child's attendance at or participation in the Activity, or my or my child's presence on Seminole County sites as a part of the Activity, including all damages or injuries of every kind, nature or description, including death, from my negligence or the negligence of Seminole County, the Association, and their agents, contractors, vendors, commissioners, officers, directors, or employees.

I, for myself and, as applicable, for my child, shall indemnify and hold harmless Seminole County from any and all claims, demands and causes of action of every kind and nature arising out of my participation in the Activity, or out of my presence on County sites as part of the Activity, including all claims, demands and causes of action arising from my negligence or the negligence of Seminole County, the Association, and their agents, contractors, vendors, commissioners, officers, directors, or employees.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ASSOCIATION USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SEMINOLE COUNTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ASSOCIATION HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature of Parent or Participant

Address:

Date

AMENDMENT TO GUN RANGE LEASE

THIS AMENDMENT is made and entered into this 18th day of August, 1998, and is to that certain Lease made and entered into on the 21st day of June, 1994, between **SEMINOLE COUNTY GUN AND ARCHERY ASSOCIATION, INC.**, whose address is P.O. Box 181187, Casselberry, Florida 32718-1187, hereinafter referred to as LESSEE, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as LANDLORD.

W I T N E S S E T H:

WHEREAS, the LESSEE and LANDLORD entered into the above-referenced Lease on June 21, 1994, for the leasing of certain lands in Seminole County to be used as a gun range; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 33 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings

and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Lease is for a period of thirty (30) years commencing on May 1, 1994 and expiring on April 30, 2024. After the initial thirty (30) year term of this Lease, this Lease shall be automatically renewed for successive periods of five (5) years each, unless earlier terminated as agreed to by both parties or as provided herein.

2. Section 10 of the Agreement is amended to read:

Section 10. Lessee's Duty to Hold harmless; Liability Insurance.

(a) the LESSEE agrees that it shall indemnify and hold harmless the LANDLORD from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained on or about the leased premises by reason of or as a result of the acts of the LESSEE, its servants, agents, or employees with respect to the occupancy of the demised premises, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against all costs, counsel fees,

expenses, and liabilities incurred in and about the defense of any such claim and the investigation thereof; provided, however, that before the said LESSEE shall become liable for said costs, counsel fees, expenses, and liabilities, LESSEE shall be given notice in writing by LANDLORD that the same is about to be incurred and shall have the option itself to make the necessary investigation and employ counsel of LESSEE'S own selection, but satisfactory to the LANDLORD, for the necessary defense of any claims. LESSEE shall not be released of any obligations under this Section by reason of the fact that the LANDLORD may, in any circumstance, have available to LANDLORD the defense of sovereign immunity.

(b) The LESSEE shall require all persons camping overnight on the property or participants in night shooting activities to execute the "Participant Release of Liability" attached herein as Exhibit "D." The executed Release form shall be maintained by the LESSEE for a period no less than five (5) years and shall be produced and delivered to the LANDLORD upon demand of the LANDLORD.

(c) Liability Insurance.

(1) General. The LESSEE shall at the LESSEE'S own cost, procure the insurance required under this Section.

(A) The LESSEE shall furnish the LANDLORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). The LANDLORD, its officials, officers, and employees shall be additional named insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the LANDLORD shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required by the LESSEE, the LESSEE shall provide the LANDLORD with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(B) The Certificate shall contain a statement that it is being provided in accordance with this Lease and that the insurance is in full compliance with the requirements of this Lease. Provide further, that in lieu of the statement on the Certificate, the LESSEE shall, at the option of the LANDLORD, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being

provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of this Lease.

(C) In addition to providing the Certificate of Insurance, if required by the LANDLORD, the LESSEE shall, within thirty (30) days after receipt of the request, provide the LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(D) Neither approval by the LANDLORD or failure to disapprove the insurance by LESSEE shall relieve the LESSEE of the LESSEE'S full responsibility for performance of any obligation including LESSEE'S indemnification of LANDLORD under this Lease.

(2) Insurance Company Requirements. Insurance companies providing the insurance under this Lease must meet the following requirements:

(A) Companies issuing policies other than Worker's Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by *Section 440.57, Florida Statutes*.

(B) In addition, such companies other than those authorized by *Section 440.57, Florida Statutes*, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(C) If, during the period which an insurance company is providing the insurance coverage required by this Lease, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with *Section 440.57, Florida Statutes*, or 3) fail to maintain the Best's Rating and Financial Size Category, the LESSEE shall, as soon as LESSEE has knowledge of any such circumstance, immediately notify the LANDLORD and immediately replace the insurance coverage providing by the insurance coverage provided by the insurance company with a difference insurance company meeting the requirements of this Lease. Until such time as the LESSEE has replaced the unacceptable insurer with an insurer acceptable to the LANDLORD the LESSEE shall be deemed to be in default of this Lease.

(3) Specifications. Without limiting any of the other obligations or liability of the LESSEE, the LESSEE shall, at the LESSEE'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set

forth in this Section. Except as otherwise specified in this Lease, the insurance shall become effective prior to the commencement of term of this Lease and shall be maintained in force until the expiration of this Lease or any renewal thereof. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Workers' Compensation/Employer's Liability.

(1) LESSEE'S insurance shall cover the LESSEE and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(2) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States

Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(3) the minimum coverage under Part Two of the standard Workers' Compensation Policy shall be:

| | |
|----------------|-------------------------|
| \$ 500,000.00 | (Each Accident) |
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$ 500,000.00 | (Disease-Each Employee) |

(B) Commercial General Liability.

(1) The LESSEE'S insurance shall cover the LESSEE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(2) The minimum limits to be maintained by the LESSEE (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a

Commercial General Liability Policy with amount specified for each project:

| | <u>LIMITS</u> |
|--|----------------|
| Combined Single Limit Bodily Injury and Property Damage | \$1,000,000.00 |
| Personal Injury and Advertising Injury Liability | \$1,000,000.00 |

(3) The LESSEE'S Commercial General Liability Policy shall stipulate that night shooting is permitted only between those hours and under those conditions as stipulated in Exhibit "C" of this Lease.

(C) Excess Liability. The LESSEE agrees to maintain Excess Liability in an amount no less than:

| | <u>LIMITS</u> |
|----------------|----------------|
| Per Occurrence | \$2,000,000.00 |
| Aggregate | \$2,000,000.00 |

(D) Coverage. The insurance provided by LESSEE pursuant to this Lease shall apply on a primary basis and any other insurance or self-insurance maintained by the LANDLORD or the LANDLORD'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the LESSEE.

(E) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Lease shall be provided on an occurrence rather than a claims-made basis.

(F) Obligations. Compliance with the foregoing insurance requirements shall not relieve the LESSEE, its employees or agents of liability from any obligation under a Section or any other portions of this Lease.

3. Exhibit "C" of the Lease is hereby deleted and an amended Exhibit "C," attached hereto, is substituted therefore.

4. Exhibit "D," attached hereto, is hereby added to this Lease.

5. Except as herein modified, all terms and conditions of this Lease shall remain in full force and effect for the term of this Lease, as originally set forth in said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

SEMINOLE COUNTY GUN AND
ARCHERY ASSOCIATION, INC.

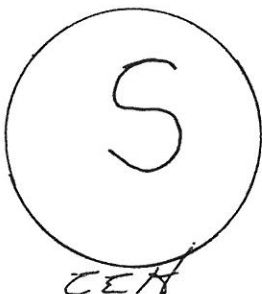
Charles E. Horne
Secretary

By: Jimmy C. Pegler
President

(CORPORATE SEAL)

Date: 8-11-98

7/15/98



10

BK 0 2 4 2 PG 1 1 0 6

ATTEST:

MARYANNE MORSE

Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

County Attorney

Attachments

Exhibit "C" -

Exhibit "D" - Participant Release of Liability

AC/jrw

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

RANDALL C. MORRIS, Chairman

Date: 8-18-98

As authorized for execution
by the Board of County Commis-
sioners at their Aug 11,
1998, regular meeting.

EXHIBIT "C"

1. The LESSEE covenants that the demised premises will be used primarily during daylight hours and for the purposes of a public pistol, rifle, skeet, trap, gun and archery range and other uses directly relating to said purposes; provided that the LANDLORD shall have the prerogative of utilizing portions of said property for auxiliary purposes, such as, but not limited to, a tree nursery in the fall area of projectiles and shotgun pellets. The LESSEE covenants that nighttime shooting will occur no more frequently than four (4) times per week and only under the supervision of a NRA-Trained Safety Officer. Prior to nighttime shooting commencing, the LESSEE will be responsible for installation and maintenance of appropriate lighting. Nighttime shooting shall cease by 10:00 p.m.
2. In conjunction with NRA youth safety training events, the LESSEE may allow overnight camping on Friday and Saturday nights only. These activities will be held no more than six (6) times per calendar year and nighttime shooting will be prohibited during this activity.
3. LESSEE shall at its own cost and expense develop a public pistol, rifle, skeet, trap, gun and archery range on the demised premises and shall obtain any and all licenses and permits necessary for said use. In conjunction with active duty and/or reserve military events the LESSEE may allow overnight stay of the participants. Such activities shall be limited to no more than six (6) times per calendar year. Nighttime shooting shall be prohibited during this activity.
4. LESSEE shall comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances, including, but not limited to, noise level control, in and upon or connected with the demised premises, all at LESSEE's sole expense. LESSEE shall accept and assume the exclusive custody, care, and responsibility for maintenance and development of the above-said ranges and other personal property associated therewith, and covenants to operate and manage said ranges in the public interest and only for the uses and purposes of a public pistol, rifle, skeet, trap, gun and archery range and for associated public education, research, and recreational purposes.
5. The LESSEE may, with approval of the LANDLORD, charge reasonable user fees and charges to the public for use of the ranges and facilities to aid in the maintenance and to defray operating costs; provided, however, the amount of such user fees and charges shall at all times be subject to approval and review by the LANDLORD.
6. The LESSEE may, with approval of the LANDLORD, operate concessions for the sale of food, souvenirs, educational materials, ammunition, range-related items, and other articles when approved by the LANDLORD; provided, however, that no alcoholic beverages of any nature whatsoever shall be sold or consumed upon the premises. Similarly, the LESSEE may, with approval of the LANDLORD, operate concessions for the rental of firearms and other range-related items. All rental fees and sale prices shall be subject to approval and review by the LANDLORD.
7. The LESSEE shall keep said ranges and facilities open at reasonable hours no earlier than dawn, and no later than dusk for the use of the public on a regularly scheduled basis and shall insure that all services and facilities offered and operated by LESSEE in connection with the ranges and demised premises are open and available to all members of the public regardless of race, religion, national origin, or political belief. The LESSEE shall make the demised premises and all facilities located thereon (including clubhouses) available, on a scheduled basis, to clubs and organizations other than the LESSEE. In so scheduling uses by other clubs and organizations, the LESSEE agrees that there shall be no discrimination among clubs or organizations, scheduling to occur insofar as possible on a first-come-first-served basis. LESSEE may, with approval of the LANDLORD, charge reasonable user fees and charges to clubs and organizations using the facilities located at the demised premises.

BK 0 2 4 2 PG 1 1 0 8

8. The Ranges shall be made available to the general public without charge no less than one regularly scheduled day per month. LESSEE shall provide all necessary NRA Certified range safety officers for each public day at its own expense.

LANDLORD, the Seminole County Sheriff, clubs or organizations may elect to schedule and reserve up to three (3) additional days per month for use by the general public without charge. Whoever makes such reservations shall arrange for all necessary NRA Certified range safety officers for each public day reserved and scheduled.

Failure of the LESSEE to abide by this covenant shall be regarded as a major default under this Lease and shall work an immediate forfeiture of LESSEE's interest in the demised premises at the written option of the LANDLORD, it being expressly understood by both LANDLORD and LESSEE that this covenant is a prime consideration of this Lease Agreement. It is also understood and agreed by both LANDLORD and LESSEE that this covenant is more than a mere limitation upon the use of the demised premises; said covenant places upon LESSEE the affirmative duty to provide and fully operate on a continuing, regularly scheduled basis a public pistol, rifle, skeet, trap, gun and archery range. Said covenant also places upon the LESSEE the affirmative duty to make said facilities available to the public as above described. Whenever LESSEE shall for any sixty (60) consecutive days fail to operate a public pistol, rifle, skeet, trap, gun and archery range upon the demised premises, or, in the alternative, work toward the construction, improvement, repair or renovation of such ranges, LESSEE shall be conclusively presumed to be in default of this covenant.

9. LESSEE agrees that, for the purposes of insuring LESSEE's compliance with the terms of this Lease, LANDLORD shall have the right upon reasonable notice to examine, inspect and audit the books of LESSEE.
10. LESSEE shall upon written request of the LANDLORD fence the demised premises.

EXHIBIT "D"
PRICIPANT RELEASE OF LIABILITY
--READ BEFORE SIGNING--

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ANY WAY IN THE

(NAME OF ORGANIZATION) PROGRAM, RELATED EVENTS AND
ACTIVITIES, THE UNDERSIGNED ACKNOWLEDGES, APPRECIATES AND AGREES THAT:

1. THE RISK OF INJURY FROM THE ACTIVITIES INVOLVED IN THESE PROGRAMS IS SIGNIFICANT, INCLUDING THE POTENTIAL FOR PERMANENT DISABILITY AND DEATH, AND WHILE PARTICULAR RULES, EQUIPMENT, AND PERSONAL DISCIPLINE MAY REDUCE THIS RISK, THE RISK OF SERIOUS INJURY TO ME DOES EXIST; AND

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION; AND

3. I WILLINGLY AGREE TO COMPLY WITH THE STATED AND CUSTOMARY TERMS AND CONDITIONS FOR PARTICIPATION. IF I OBSERVE ANY UNUSUAL SIGNIFICANT CONCERN IN MY READINESS FOR PARTICIPATION AND/OR IN THE PROGRAM ITSELF, I WILL REMOVE MYSELF FROM PARTICIPATION AND BRING SUCH TO THE ATTENTION OF THE NEAREST OFFICIAL IMMEDIATELY; AND

4. I, FOR MYSELF AND ON BEHALF OF MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE THE _____, ITS OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE EVENT ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCIDENT TO MY INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW; AND

5. I, FOR MYSELF AND ON BEHALF OF MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY INDEMNIFY AND HOLD HARMLESS ALL THE ABOVE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS, EVEN IF ARISING FROM THEIR NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
PARTICIPANT SIGNATURE

DATE SIGNED: _____ AGE: _____

PRINT NAME: _____

RELEASE OF LIABILITY FOR MINOR PARTICIPANTS

--READ BEFORE SIGNING--

IN CONSIDERATION OF _____, MY MINOR CHILD/WARD ("MY CHILD") BEING ALLOWED TO PARTICIPATE IN ANY WAY IN THE _____ (NAME OF ORGANIZATION) PROGRAM, RELATED EVENTS AND ACTIVITIES, THE UNDERSIGNED ACKNOWLEDGES, APPRECIATES, AND AGREES THAT:

1. THE RISK OF INJURY TO MY CHILD FROM THE ACTIVITIES INVOLVED IN THESE PROGRAMS IS SIGNIFICANT, INCLUDING THE POTENTIAL FOR PERMANENT DISABILITY & DEATH, AND WHILE PARTICULAR RULES, EQUIPMENT AND PERSONAL DISCIPLINE MAY REDUCE THIS RISK, THE RISK OF SERIOUS INJURY DOES EXIST; AND

2. FOR MYSELF, SPOUSE AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY CHILD'S PARTICIPATION; AND

3. I WILLINGLY AGREE TO COMPLY WITH THE PROGRAM'S STATED AND CUSTOMARY TERMS AND CONDITIONS FOR PARTICIPATION. IF I OBSERVE ANY UNUSUAL SIGNIFICANT CONCERN IN MY CHILD'S READINESS FOR PARTICIPATION AND/OR IN THE PROGRAM ITSELF, I WILL REMOVE MY CHILD FROM PARTICIPATION AND BRING SUCH TO THE ATTENTION OF THE NEAREST OFFICIAL IMMEDIATELY; AND

4. I, FOR MYSELF, MY SPOUSE, MY CHILD, AND ON BEHALF OF MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE THE _____, ITS OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE EVENT ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCIDENT TO MY CHILD'S INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

5. I, FOR MYSELF, MY SPOUSE, MY CHILD, AND ON BEHALF OF MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY INDEMNIFY AND HOLD HARMLESS ALL THE ABOVE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY CHILD'S INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS, EVEN IF ARISING FROM THEIR NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
(PARENT/GUARDIAN SIGNATURE)

DATE SIGNED: _____

(PRINT NAME)

UNDERSTANDING OF RISK. I UNDERSTAND THE SERIOUSNESS OF THE RISKS INVOLVED IN PARTICIPATING IN THIS PROGRAM, MY PERSONAL RESPONSIBILITIES FOR ADHERING TO RULES AND REGULATIONS, AND ACCEPT THEM AS A PARTICIPANT.

X _____
(PARTICIPANT SIGNATURE)

DATE SIGNED: _____

(PRINT NAME)

GUN RANGE LEASE

THIS LEASE is made and entered into this 21st day of June, 1994, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD," and SEMINOLE COUNTY GUN AND ARCHERY ASSOCIATION, INC., a not-for-profit Florida corporation, whose address is Post Office Box 237, Sanford, Florida 32772-0237, hereinafter referred to as "LESSEE."

W I T N E S S E T H:

WHEREAS, the LANDLORD is the owner of certain lands located in Seminole County, Florida; and

WHEREAS, the Board of County Commissioners of Seminole County has the authority to lease real property to not-for-profit corporations pursuant to Section 125.38, Florida Statutes; and

WHEREAS, LESSEE is a not-for-profit corporation established and authorized to operate in the State of Florida; and

WHEREAS, the Board of County Commissioners of Seminole County has determined that the space described hereinafter to be leased is not currently needed for County purposes; and

WHEREAS, LANDLORD and LESSEE entered into a Lease Agreement on January 30, 1989, so that LESSEE could construct a gun range on the leased premises. LANDLORD and LESSEE agree that it is desirable that LESSEE maintain a gun range in a different location than in the original Agreement, under the terms and conditions described herein.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the LANDLORD and LESSEE agree as follows:

Section 1. Leased Premises. Upon payment of the rent as hereinafter set forth and the continued performance of the covenants provided herein, the LANDLORD hereby leases and demises the portion of the real estate, situated in the County of Seminole, State of Florida described as follows:

5/b 32
A TRACT OF LAND LYING IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SAID SECTION; THENCE RUN S89°57'00"E, ALONG THE NORTH LINE OF THE SAID NE $\frac{1}{4}$, 404.44 FEET; THENCE RUN S21°01'22"E, 1660.15 FEET; THENCE RUN N90°00'00"W, 1000.00 FEET TO A POINT ON THE WEST LINE OF THE NE $\frac{1}{4}$ OF SAID SECTION 2, THENCE CONTINUE N90°00'00"W, 412.60 FEET; THENCE RUN N37°41'28"W 1968.14, TO A POINT ON THE NORTH LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 2; THENCE RUN S89°42'21"E, ALONG THE SAID NORTH LINE 1415.51 FEET; THENCE RUN S89°57'00"E, 200.45 FEET TO THE POINT OF BEGINNING, CONTAINING 61.09 ACRES MORE OR LESS.

and which is hereinafter referred to as the "GUN RANGE," and as depicted in Exhibit "A," along with a fifty foot (50') easement for ingress and egress as depicted in Exhibit "B." The Exhibits are attached hereto and incorporated herein by reference.

Section 2. Term. The term of this Lease is for a period of twenty (20) years commencing on May 1, 1994 and expiring on April 30, 2014. After the initial twenty (20) year term of this Lease, this Lease shall be automatically renewed for successive periods of five (5) years each, unless earlier terminated as agreed to by both parties or as provided herein.

Section 3. Rental. LESSEE shall pay LANDLORD, as rent for the leased premises, the annual sum of ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00). The first year's rental shall be paid upon execution of this Lease payable without demand and without set-off or deduction, except as expressly provided herein. All subsequent yearly rentals shall be paid on the anniversary date of this Lease.

~~Section 4.~~ Purpose. The purpose of this Lease is to permit LESSEE to operate a pistol, rifle, skeet, trap, gun and archery range, which shall be available to the general public according to this Agreement and the additional covenants described in Exhibit "C," which is attached hereto and incorporated herein by reference.

Section 5. Use of Leased Premises. LESSEE shall have the non-exclusive use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to the purposes described in Section 4 above during the term of this Lease. LESSEE covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida or the charter or ordinances of Seminole County, Florida, including, without limitation, any of their departments and bureaus, applicable to the GUN RANGE at any given time for correction, prevention and abatement of nuisances or other grievances in, upon or connected with the GUN RANGE during the term of this Lease. LESSEE shall further neither use, nor keep any substance or material in or about the demised premises which may vitiate or endanger the validity of

any insurance on or related to the GUN RANGE or increase the hazard of risk, nor shall LESSEE permit any public or private nuisance on the demised premises. LESSEE shall (at LESSEE's cost and expense) further promptly comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.

Section 6. LANDLORD's Special Rights. Both parties agree that LANDLORD or any designee of the LANDLORD (including representatives of the Florida Game and Fish Commission) shall have the right to enter the GUN RANGE at any time and to do such acts as are necessary (in the LANDLORD's sole discretion) to insure the LESSEE's compliance with the terms of this Lease. TENANT shall provide keys to those individuals designated by LANDLORD in order to access the premises.

Section 7. Construction and Reconstruction of Improvements.

(a) Any original improvements erected or placed by the LESSEE upon the demised premises or any reconstruction of such improvements shall be constructed in accordance with the procedure set forth in this Section.

(b) All plans and specifications for all improvements to the GUN RANGE (of whatsoever nature) shall be prepared by a recognized professional in the type of improvement being constructed and shall conform to recommended specifications of the National Rifle Association (NRA). The plans and specifications and method of accomplishment of each task shall be submitted to the LANDLORD for the LANDLORD's approval. The LANDLORD shall have forty-five (45)

days in which either to approve, or disapprove the plans and specifications. If the LANDLORD shall fail to either approve, or disapprove the plans and specifications during this period, LANDLORD shall be deemed to have given its approval. The LANDLORD's approval will not be withheld unreasonably and is given solely for the LANDLORD's purposes and not for the benefit of the LESSEE or any third party.

(c) All improvements constructed by the LESSEE, of a completed value of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) or more, whether original construction or in the course of remodeling, additions, rebuilding or restoring improvements destroyed or demolished, shall be constructed in accordance with the following procedure:

(1) The additions or improvements shall be constructed by a contractor licensed to do business in the State of Florida, pursuant to a written contract with the LESSEE, which shall be either a written contract for a firm, fixed price, or a written contract based on an hourly rate with a maximum monetary cap. The contract shall provide for at least a ten percent (10%) holdback on all draws until the end of the construction and acceptance of the premises.

(2) The contractor shall provide proof of compliance with controlling workers compensation laws and shall execute a performance and payment bond which guarantees that the contract will be completed in full accordance with its terms, and that all bills incurred in connection with the contract shall be paid.

However, to the extent labor and/or materials shall be donated or volunteered, the LANDLORD may in writing waive partially or totally this bond requirement. Bonds shall be executed, on forms approved by LANDLORD, by a corporate surety licensed to do business in the State of Florida and that is listed on the Approved List of Bonding Companies maintained by the United States Treasury Department. The bonds shall run in favor of the LESSEE (as obligee) and shall also name as obligees any institution lending money to the LESSEE, and if legally permissible, the bond shall also name the LANDLORD as obligee. This bond shall qualify as a payment bond pursuant to the provisions of the Florida Statutes.

(3) Both parties agree that the LESSEE shall neither permit, nor suffer the GUN RANGE to become subject to any type of construction, mechanics or materialman's lien as such may be defined from time to time by the Florida Statutes. All construction payments shall be in accordance with the construction contract and each requisition shall be approved by the LANDLORD and ten percent (10%) of the amount requisitioned by the contractor shall be withheld until the completion of all work under the contract. Before final payment is made to any contractor (or subcontractor), the contractor (or subcontractor) shall provide the properly executed and notarized affidavits required (or permitted) by the Florida Statutes to the effect that there are no outstanding liens, bills, debts or claims of lien held by any third party in connection with the work performed by the contractor (or subcontractor). In addition, the contractor shall provide the LESSEE with release

of lien duly executed by each and every subcontractor, sub-subcontractor and materialman furnishing work or materials pursuant to the contract. The affidavit and releases of lien shall be examined and approved by the LANDLORD prior to any final payment.

(4) All improvements constructed pursuant to the contract shall comply with the provisions of the ordinances of the Seminole County, Florida, and any other governmental agency as may have jurisdiction at that time.

(5) Before any construction is commenced on the demised premises for original construction or reconstruction of any kind, the LESSEE shall comply with the conditions of *Chapter 713, Florida Statutes*, as it may be amended from time to time (Florida's Construction Lien Law). Such compliance shall include, but not be limited to, insuring that a valid notice of commencement is filed under the provisions of *Section 713.13, Florida Statutes*, setting forth that no liens may be filed against the LANDLORD's fee simple title and setting forth that the LESSEE's interest in the property is solely that of a LESSEE. The LANDLORD shall be named as a party entitled to notice of any claim of lien.

Section 8. Liens and Encumbrances, Prohibition Against. The LANDLORD's interest shall not be subject to liens for improvements made by the LESSEE upon the demised premises. LESSEE covenants that it will not permit construction liens, mechanics' liens, materialmen's liens, or any encumbrances of whatsoever nature to attach to or affect the fee simple title of the LANDLORD in and to the demised premises. Any breach of this covenant by the LESSEE

shall constitute default hereunder (at the option of the LANDLORD), in which event LANDLORD may regard LESSEE as a tenant at sufferance and re-enter and take possession of the, demised premises; provided, however, that LANDLORD shall provide written notice to LESSEE that LESSEE is in default and shall give LESSEE no less than fifteen (15) days to cure said default.

Section 9. Ownership of Improvements. As part of the consideration for this Lease, LESSEE has covenanted hereinabove to establish a public pistol, rifle, skeet, trap, gun and archery range. In the fulfillment of said covenant, LESSEE hereby agrees to build any and all necessary structures, buildings, enclosures, and facilities as shall be necessary to establish said ranges and further covenants that any and all improvements of whatsoever nature or kind made by LESSEE to the demised premises shall, at the expiration of the term of this Lease, become the sole property of LANDLORD; provided, however, that all personal property and furnishings (which term shall not include fixtures) placed upon the demised premises shall at all times remain the property of the LESSEE.

Section 10. LESSEE's Duty to Hold Harmless; Liability Insurance.

(a) The LESSEE agrees that it shall indemnify and save harmless the LANDLORD from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained on or about the, leased premises by reason of or

as a result of the acts of the LESSEE, its servants, agents, or employees with respect to the occupancy of the demised premises, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against all costs, counsel fees, expenses, and liabilities incurred in and about the defense of any such claim and the investigation thereof; provided, however, that before the said LESSEE shall become liable for said costs, counsel fees, expenses, and liabilities, LESSEE shall be given notice in writing by LANDLORD that the same is about to be incurred and shall have the option itself to make the necessary investigation and employ counsel of LESSEE's own selection, but satisfactory to the LANDLORD, for the necessary defense of any claims. LESSEE shall not be relieved of any obligations under this Section by reason of the fact that the LANDLORD may, in any circumstance, have available to LANDLORD the defense of sovereign immunity.

(b) The LESSEE agrees to maintain personal injury liability insurance in and amount no less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for each person and in an amount no less than THREE HUNDRED AND NO/100 DOLLARS (\$300,000.00) for each occurrence and public liability property insurance in an amount no less than FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), and to file a copy of such insurance policies with the LANDLORD.

(c) LESSEE further agrees to name the LANDLORD as an additional insured on all insurance policies issued in compliance with this Section.

Section 11. Fire Loss and Insurance. The LESSEE covenants to assume all loss occasioned by fire and further covenants that it will during the term of this Lease keep the building and improvements now standing upon or which may hereafter be erected upon the demised premises together with the machinery or equipment therein, insured against loss by fire by and through solvent insurance companies authorized and licensed to issue such policies in the State of Florida, and to maintain such insurance at all times during the term of this Lease in an amount not less than the fair market value of said buildings and improvements. Such policies shall be taken out by the LESSEE and shall be issued in the name of the LANDLORD and payable to the LANDLORD or its assigns. The policies shall remain at all times in the possession of the LANDLORD or the LANDLORD's assigns. LESSEE agrees to pay the premiums as they accrue, and if not so paid, the LANDLORD may at its option pay such premiums. Such accrued premiums, whether or not paid by the LANDLORD, shall be deemed additional rent and due and payable on the next rent day or any subsequent rent day. Payment of such premiums by the LANDLORD shall not be deemed a waiver of the default in payment by the lessee, and the LANDLORD, whether or not it shall have paid such premiums, shall have recourse to all remedies hereinbefore provided, and provided by State law in the event of default by the LESSEE in the performance of the terms and conditions of this Lease.

Section 12. Other Insurance. The LESSEE further covenants and agrees to procure and keep in force and effect at all times

with the premiums paid, general liability, and, if employees are hired, workers compensation insurance, insuring both the LANDLORD and LESSEE, loss to be paid as their respective interests shall appear. Such policies shall be caused to be issued by the LESSEE or its agent as above provided in the case of fire insurance, and the policy shall remain at all times in the possession of the LANDLORD. Payment of premiums for such insurance shall also be in the same manner and form as above provided in the case of fire insurance. Such other insurance as may be considered necessary by the LANDLORD covering loss or damage to property, equipment, or machinery or as to any injury, loss, or damage resulting from accident or casualty sustained by any worker, agent, servant, employee, or any other person or persons shall be procured by the LESSEE in the same manner and form as above provided.

Section 13. Insurance Pending Repair or Rebuilding. The LESSEE agrees to carry at LESSEE's expense (during the making of any changes, alterations, construction, reconstruction, or repairs of structures located upon the demised premises) sufficient fire and other insurance to protect the LANDLORD and the LESSEE against loss or damage during the demolition of any structure thereon or during such changes, alterations, construction, reconstruction, or repairs on the demises premises. All policies of insurance as above provided shall be delivered to the LANDLORD.

Section 14. Failure to Secure Insurance. If the LESSEE, at any time during the term of this Lease, should fail to secure or maintain the foregoing insurance, the LANDLORD shall be permitted

to obtain such insurance in the LESSEE's name or as the agent of the LESSEE and shall be compensated by the LESSEE for the cost of the insurance premiums. Additionally, the LESSEE shall pay LANDLORD interest on paid insurance premiums at the maximum interest rate allowed by law, computed from the date written notice is received that premiums have been paid. Such interest is not a penalty, but is viewed by both parties as compensation to the LANDLORD for the use of LANDLORD's monies.

Section 15. Duty to Repair; Condition Of Premises at Termination of Lease.

(a) LESSEE covenants that during the term of this Lease the demised premises and every part thereof, and the buildings and improvements situated thereon or connected therewith, and every part thereof, and all appurtenances thereto and equipment thereof shall be kept by the LESSEE at its own expense in good repair and in a clean, safe, wholesome, insurable, and tenantable condition and in conformity with the requirements of the United States, the State of Florida, the County of Seminole, and all other governmental authorities; that the buildings and improvements at any time situated on the demised premises, and all the sidewalks, areas, steps, and excavations upon or adjoining the demised premises or used in connection therewith, and all streets and alleys adjoining the demised premises and all excavations under such streets and alleys or any part thereof shall be made and kept by the LESSEE at its own expense safe, clean, secure, and comfortable to the requirements of all public authorities having jurisdiction thereof;

that the LESSEE will not at any time remove or permit the removal of any building or improvement from the demised land except as in this Lease provided or upon written approval of the LANDLORD.

(b) LESSEE shall, at the termination of this Lease by lapse of time or otherwise, surrender the premises in good order and condition, reasonable use, ordinary wear and tear, damage by the elements, other casualty for which LANDLORD has been reimbursed by insurance, and condemnations excepted.

Section 16. Landlord's Estate Defined. Notwithstanding the term of this Lease or any of the covenants or conditions herein, the estate retained by LANDLORD hereunder is and shall continue to be the fee simple title to said demised premises. Nothing herein shall be construed for any purpose whatsoever as passing to LESSEE any interest other than that of the leasehold. Moreover, the LANDLORD and the LESSEE agree that no leasehold interests are herein conveyed as to any oil, gas, phosphate, or mineral rights. The LESSEE shall have no right to excavate soil on or from the premises.

Section 17. Condition of Premises at Time of Leasing. The LESSEE accepts the demised premises in their present condition without any representation or warranty by the LANDLORD as to the condition of said demised premises or any buildings or improvements thereon or as to the use or occupancy which may be made thereof; and the LANDLORD shall not be responsible for any latent or other defect or change in their condition, and the rent hereunder shall in no case be withheld or diminished on account of any defect or

change in the condition of the demised premises, or on account of any damage occurring thereto during the term of this Lease. The taking of possession of the demised premises by the LESSEE shall be conclusive evidence that the same were in good and satisfactory condition at the time possession was so taken.

Section 18. Covenant of Quiet Enjoyment. The LANDLORD hereby covenants with the LESSEE that LANDLORD believes that it is the fee simple owner of the demised premises with full right to lease the same and that, upon the performance by LESSEE of all the conditions hereinbefore set forth on the part of the LESSEE to be kept and performed and of all other covenants and agreements herein contained, LESSEE may quietly have, hold, occupy, and have the non-exclusive use of the above-described premises (as described in this Lease). However, upon the breach of any of the covenants, conditions, and stipulations, contained herein, the LANDLORD, upon and after providing LESSEE with written notice that LESSEE is in default and giving LESSEE no less than fifteen (15) days within which to cure said default, may immediately, without the necessity of legal process, re-enter said premises and thereupon at the LANDLORD's option, said Lease shall forthwith be terminated and the LANDLORD may exercise any of the options provided in this Lease for LANDLORD's benefit in case of default on the part of LESSEE.

Section 19. Assignment; Subletting; Alienability. Without the previous written consent of the LANDLORD, the LESSEE shall not assign this Lease, or underlet or underlease or grant any concession or license to use the premises or any part of the premises.

Nothing contained herein, however, shall affect the right of the LANDLORD to alienate its fee simple interest, subject to this Lease, in the demised premises, it being expressly agreed between the LANDLORD and the LESSEE that the LANDLORD shall have such right of alienability.

Section 20. Waivers of Breach. It is agreed that the failure of the LANDLORD in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege, or option herein conferred upon or reserved to the LANDLORD shall neither operate, nor be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the LANDLORD of rent, additional rent, or any other payment required to be made by the LESSEE, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the LANDLORD of any of the provisions hereof or any of the LANDLORD's rights, remedies, privileges, or options hereunder shall be deemed to have been made unless made by the LANDLORD in writing.

Section 21. Injunctive Remedy. In addition to the other remedies in this Lease provided, the LANDLORD shall be entitled to a restraint by an injunction of the violation or attempted or

threatened violation of any of the terms, covenants, conditions, provisions, or agreements of this Lease, including both negative and mandatory injunctions.

Section 22. Surrender. No surrender of the demised premises by the LESSEE at any time other than the end of the demised term shall be valid or effective unless it be in writing and acknowledged in writing by the LANDLORD.

~~THE~~ **Section 23. Abandonment by LESSEE.** If, at any time during the demised term, the demised premises or any part thereof shall be abandoned by the LESSEE, the LANDLORD may, at its option, enter into and upon the demised premises by force or otherwise, without being liable for any prosecution therefor and without becoming liable to the LESSEE for damages or for any payment of any kind whatsoever, and may, in its uncontrolled discretion as agent of the LESSEE, relet the demised premises or any part thereof for the whole or any part or parts of the then unexpired term, and, for the purposes of such reletting, the LANDLORD may make alterations and modifications of the demised premises and may receive and collect all rent payable by virtue of said subletting. If the LANDLORD shall, because of non-payment of rent or other breach of condition or covenant or agreement, re-enter and repossess the demised premises pursuant to the conditional limitations contained herein, by summary proceedings, force, or otherwise, the LANDLORD may, at its option, hold the LESSEE liable for the difference between the rent and other charges that would have been payable hereunder during the residue of the demised term if this Lease had continued

in force, and the net rent for such period realized by the LANDLORD by means of reletting to any other party or parties, on such terms and conditions as may in the uncontrolled discretion of the LANDLORD be provided, and the LESSEE shall pay monthly in advance, at such periods as the rent hereunder would have fallen due, if this Lease continued, the differential between the original amount of each monthly payment as here, in provided (plus such sums, if any, due from the LESSEE as additional and augmented rent), and the net proceeds of reletting after deducting expenses of every nature and description Incurred by the LANDLORD, including commissions and the cost of all alterations and modifications to the demised premises made in reletting them.

Section 24. Taxes. The LESSEE covenants and agrees to pay before they become delinquent all taxes of every kind or character, including betterment assessments, which are now or hereafter may be legally assessed against the premises or its rents and profits during the term of this Lease. So long as LESSEE shall utilize the demised premises in strict accordance with the provisions of this Lease Agreement including, but no limited to, allowing the general public to utilize the demised premises, said premises shall be deemed to be used for a public purpose.

Section 25. Utility Charges. LESSEE agrees to pay all charges for the furnishing of all utilities of whatsoever nature in anywise related to the demised premises, including, but not limited to, all charges and expenses for gas, electricity and other

illuminant power, and water. Said utility charges shall be paid prior to becoming delinquent.

Section 26. Bankruptcy of Insolvency of Lessee. In the event that at the time of the commencement of the term of this Lease or at any time thereafter until the termination thereof a petition in bankruptcy shall be filed by or against the LESSEE, or he shall be declared a bankrupt or insolvent, or a receiver or trustee shall be appointed of all or of a portion of the LESSEE's property, or he shall make an assignment for the benefit of creditors, this Lease at the option of the LANDLORD may be cancelled and terminated within seven (7) days after notice to him of the happening of any one or more of such events by giving notice in writing to the LESSEE by registered mail addressed to the LESSEE at the address herein set forth. In such event neither the LESSEE nor any person claiming through or under him or by virtue of any statute or order of any court shall be entitled to possession or to remain in possession of the demised premises, but such person or persons shall forthwith quit and surrender possession thereof, and the LANDLORD in addition to any rights or remedies which he may have by reason of any provisions of this LEASE or any statute or rule of law may retain as liquidated damages any rent, security, deposit, or money received by him from the LESSEE or from others in behalf of the LESSEE.

Section 27. Landlord and Lessee Defined. It is agreed that the terms "LANDLORD" and "LESSEE" as herein contained, shall include singular or plural, masculine, feminine or neuter, heirs,

successors, executors, administrators, personal representatives, or assigns whenever the text so requires or permits. All of the covenants contained herein are intended to run with the land and to be binding upon the respective parties, their heirs, successors, administrators, and assigns.

Section 28. Time is of the Essence. Time is of the essence of this Agreement.

Section 29. Cancellation and Termination.

(a) During the initial term of this Lease or any extension or renewal thereof, this Lease may be terminated by the LANDLORD in the event of actual demonstrable public need to use the property subject to this Lease for landfill or other non-recreational County operational purposes, upon sixty days written notice to the LESSEE. LANDLORD shall make its best effort to promptly notify and advise LESSEE of any County plans that would lead to LANDLORD's need to utilize the property subject to this Lease for operational purposes.

(b) At the end of the initial twenty year term of this Lease or any renewal or extension hereof, this Lease may be terminated with or without cause upon written notice given six months prior to the expiration date of the lease or the then-current renewal period.

(c) This Lease may be cancelled or terminated by LANDLORD immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

Section 30. Delivery of Possession. If LANDLORD shall be unable for any reason whatsoever to deliver possession of the

leased premises on the commencement date of the term hereof, it shall not be liable to LESSEE for any damage caused thereby, nor shall this Lease thereby become void or voidable nor shall the term hereof in any way be extended, but in such event LESSEE shall not be liable for any rent herein reserved until such time as LANDLORD can and does deliver possession.

Section 31. Surrender of Possession. The LESSEE agrees to deliver up and surrender to the LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the LESSEE takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

Section 32. Maintaining Security and Safety of Premises. The GUN RANGE, its contents, other improvements or persons on the leased premises must be made secure by devices such as locks, electric device, safety device and lighting by the LESSEE. The LESSEE, but not the LANDLORD, shall be responsible or liable for losses to same due to a breach of security or safety.

Section 33. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 34. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

FOR LANDLORD:

Manager
Solid Waste Division
Public Works Department
Central Transfer Station
1634 S. R. 419
Longwood, FL 32750

and

Director
Public Safety Department
County Operations Center at
Five Points
Emergency Operations Center
200 West County Home Road
Sanford, FL 32773

FOR LESSEE:

President
Seminole County Gun and
Archery Association, Inc.
Post Office Box 0237
Sanford, Florida 32772-0237

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

Section 35. Default. Either party to this Lease, in the event of an ~~act~~ of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

Section 36. Future Development. The LANDLORD upon written request by LESSEE will review any requests for additional federal,

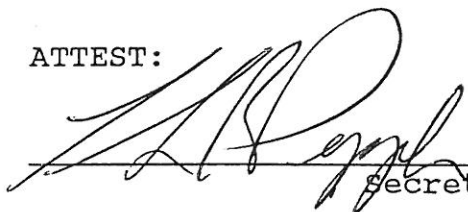
state, local or private grants for future development of the ranges and, if approved, will assist the LESSEE in making applications for such grants.

Section 37. Applicable Law. This Lease shall be construed under and in accordance with the laws of the State of Florida.

Section 38. Supersedes Prior Lease. Upon execution of this Lease by all parties, the existing lease dated January 30, 1989, and First Amendment and First Renewal Agreement To Gun and Archery Range Lease dated January 14, 1993, shall be terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:


Secretary

(CORPORATE SEAL)

SEMINOLE COUNTY GUN AND
ARCHERY ASSOCIATION, INC.

By: , President


Date: 5-15-94

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

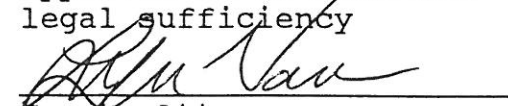
By: , Chairman

Date: 6/21/94

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency


County Attorney

LMV/dre

3 Attachments

Exhibit "A"

Exhibit "B"

Exhibit "C"

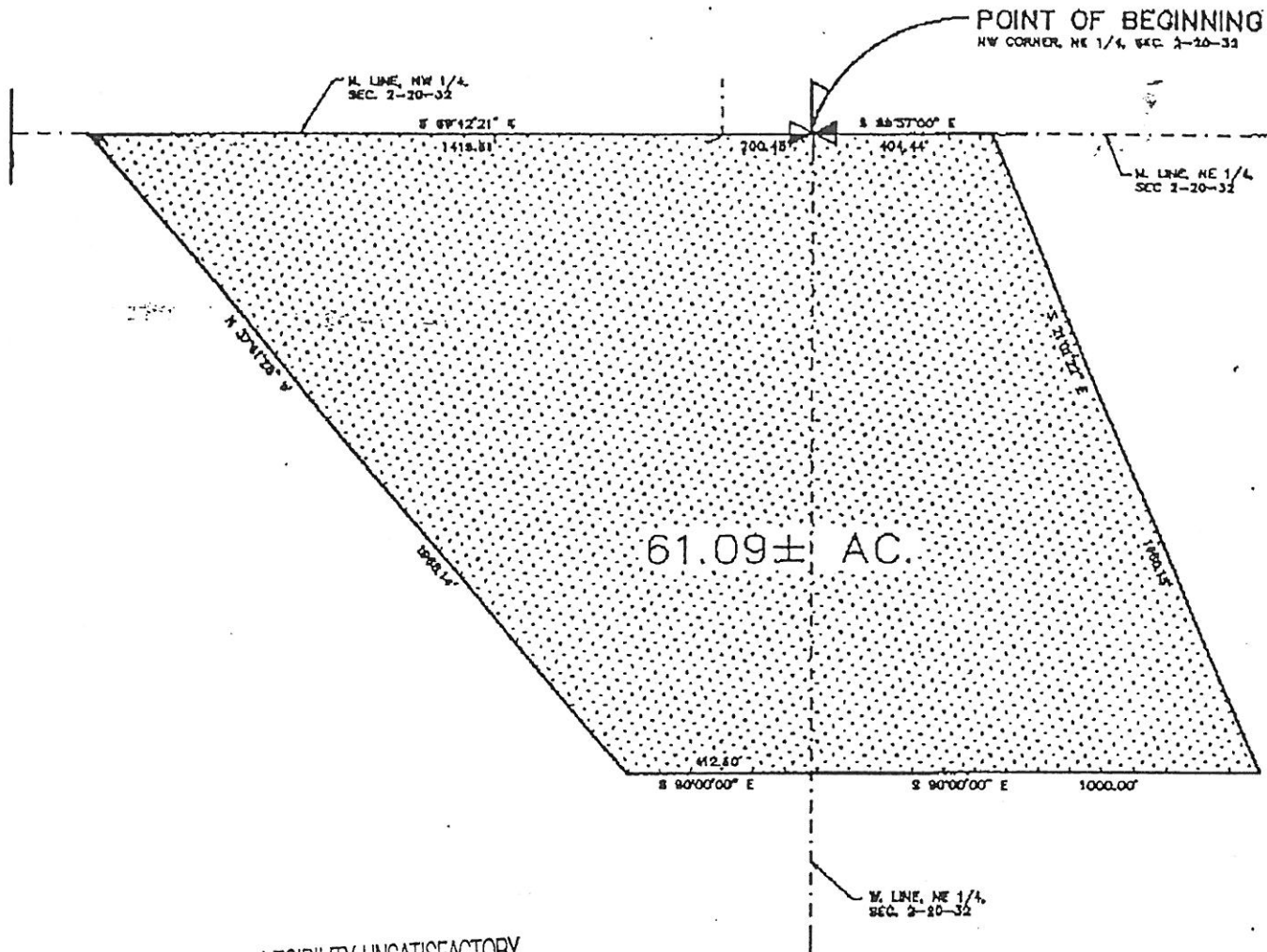
04/26/94

F:\USERS\DEB\AGT\GUNRANGE.NEW

As authorized for execution by
the Board of County Commission-
ers at their April 26,
1994, regular meeting.

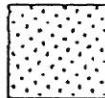
BK 202 PG 2333.30

SKETCH OF DESCRIPTION



LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

PROPOSED "GUN RANGE"
(CONTAINING 61.09± AC.)



1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. NOT VALID UNLESS EMBOSSED SURVEYOR'S SEAL PLACED HEREON.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
5. THE INFORMATION SHOWN HEREON WAS TAKEN FROM A SURVEY PREPARED BY MICHAEL W. SOLITRO, DATED 08/08/91.

SCALE 1" = 400'

SHEET 1 OF 2 SHEETS

SEMINOLE COUNTY

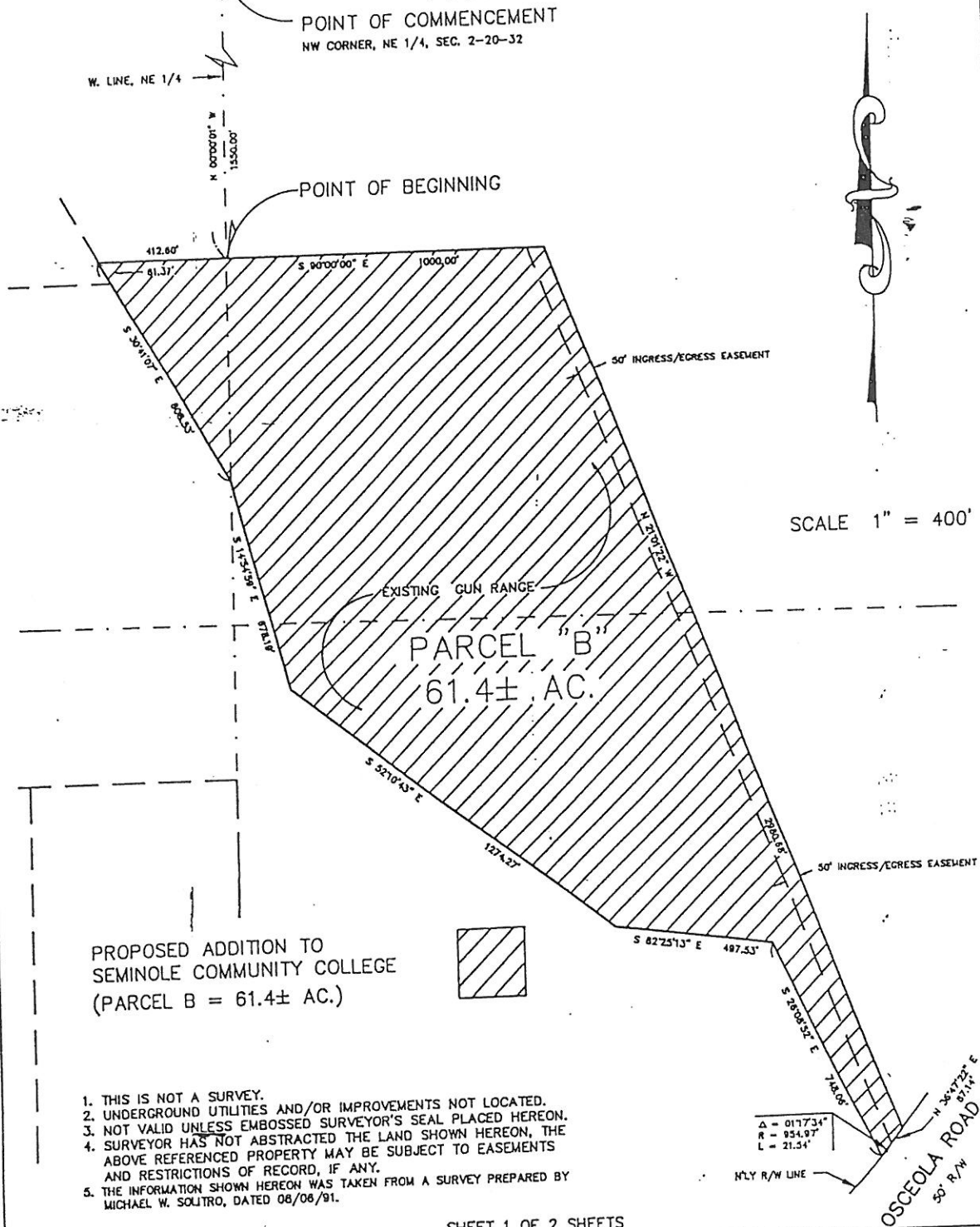
ENGINEERING DEPARTMENT

LEGEND

BEARINGS BASED ON: THE W. LINE, NE 1/4, SEC. 2-20-32 AS BEING S 00°00'00" E (ASSUMED)

SKETCH OF DESCRIPTION PARCEL "B"

EXHIBIT B



SHEET 1 OF 2 SHEETS

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
274 BUSH BOULEVARD
SANFORD, FLORIDA 32773
(407)323-2500 EXT.5656

I HEREBY CERTIFY THIS MAP TO BE IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS SET FORTH IN CHAPTER 21F-11-8 F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

BY:

AL-22

LEGEND

BEARINGS BASED ON : WEST LINE OF THE NE 1/4 AS BEING S 00°00'00" W (ASSUMED)

- SET IRON PIN OR PIPE
- FOUND IRON PIN OR PIPE
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- Δ SET WOOD HUB & TACK
- X-X FENCE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT OF WAY
- D - DEED
- C/L - CENTERLINE

- PL - PROPERTY LINE
- PC - POINT OF CURVE
- PT - POINT OF TANGENCY
- PI - POINT OF INTERSECTION
- PCC - POINT OF COMPOUND CURVE
- PRC - POINT OF REVERSE CURVE
- M - MEASURED
- P - PLAT
- F - FIELD
- C - CALCULATED
- P/L - PROPERTY LINE

DATE: 10/12/93

SCALE: 1" = 400'
JOB#: N/A

BK 202 PG

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

2333 381

EXHIBIT "C"

1. The LESSEE covenants that the demised premises will be used only during daylight hours and for the purposes of a public pistol, rifle, skeet, trap, gun and archery range and other uses directly relating to said purposes; provided that the LANDLORD shall have the prerogative of utilizing portions of said property for auxiliary purposes, such as, but not limited to, a tree nursery in the fall area of projectiles and shotgun pellets.
2. LESSEE shall at its own cost and expense develop a public pistol, rifle, skeet, trap, gun and archery range on the demised premises and shall obtain any and all licenses and permits necessary for said use.
3. LESSEE shall comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances, including, but not limited to, noise level control, in and upon or connected with the demised premises, all at LESSEE's sole expense. LESSEE shall accept and assume the exclusive custody, care, and responsibility for maintenance and development of the above-said ranges and other personal property associated therewith, and covenants to operate and manage said ranges in the public interest and only for the uses and purposes of a public pistol, rifle, skeet, trap, gun and archery range and for associated public education, research, and recreational purposes.
4. The LESSEE may, with approval of the LANDLORD, charge reasonable user fees and charges to the public for use of the ranges and facilities to aid in the maintenance and to defray operating costs; provided, however, the amount of such user fees and charges shall at all times be subject to approval and review by the LANDLORD.
5. The LESSEE may, with approval of the LANDLORD, operate concessions for the sale of food, souvenirs, educational materials, ammunition, range-related items, and other articles when approved by the LANDLORD; provided, however, that no alcoholic beverages of any nature whatsoever shall be sold or consumed upon the premises. Similarly, the LESSEE may, with approval of the LANDLORD, operate concessions for the rental of firearms and other range-related items. All rental fees and sale prices shall be subject to approval and review by the LANDLORD.
6. The LESSEE shall keep said ranges and facilities open at reasonable hours no earlier than dawn, and no later than dusk for the use of the public on a regularly scheduled basis and shall insure that all services and facilities offered and operated by LESSEE in connection with the ranges and demised premises are open and available to all members of the public regardless of race, religion, national origin, or political

belief. The LESSEE shall make the demised premises and any and all facilities located thereon (including clubhouses) available, on a scheduled basis, to clubs and organizations other than the LESSEE. In so scheduling uses by other clubs and organizations, the LESSEE agrees that there shall be no discrimination among clubs or organizations, scheduling to occur insofar as possible on a first-come-first-served basis. LESSEE may, with approval of the LANDLORD, charge reasonable use fees and charges to clubs and organizations using the facilities located at the demised premises.

7. The Ranges shall be made available to the general public without charge no less than one regularly scheduled day per month. LESSEE shall provide all necessary NRA Certified range safety officers for each public day at its own expense.

LANDLORD, the Seminole County Sheriff, clubs or organizations may elect to schedule and reserve up to three (3) additional days per month for use by the general public without charge. Whoever makes such reservations shall arrange for all necessary NRA Certified range safety officers for each public day reserved and scheduled.

Failure of the LESSEE to abide by this covenant shall be regarded as a major default under this Lease and shall work an immediate forfeiture of LESSEE's interest in the demised premises at the written option of the LANDLORD, it being expressly understood by both LANDLORD and LESSEE that this covenant is a prime consideration of this Lease Agreement. It is also understood and agreed by both LANDLORD and LESSEE that this covenant is more than a mere limitation upon the use of the demised premises; said covenant places upon LESSEE the affirmative duty to provide and fully operate on a continuing, regularly scheduled basis a public pistol, rifle, skeet, trap, gun and archery range. Said covenant also places upon the LESSEE the affirmative duty to make said facilities available to the public as above described. Whenever LESSEE shall for any sixty (60) consecutive days fail to operate a public pistol, rifle, skeet, trap, gun and archery range upon the demised premises, or, in the alternative, work toward the construction, improvement, repair or renovation of such ranges, LESSEE shall be conclusively presumed to be in default of this covenant.

8. LESSEE agrees that, for the purposes of insuring LESSEE's compliance with the terms of this Lease, LANDLORD shall have the right upon reasonable notice to examine, inspect and audit the books of LESSEE.
10. LESSEE shall upon written request of the LANDLORD fence the demised premises.

BK 202 PG 2333.34



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0176

Title:

Approve and authorize the Chairman to execute Commercial Lease No. 2023-064 for the Supervisor of Elections which extends the current agreement through March 31, 2026 with three (3) renewal options of one (1) year each. The annual rent increase is \$73,398.72 per year for a total of \$272,520.00. District5 - Herr (**Chad Wilsky, Fleet and Facilities Director**)

Division:

Fleet and Facilities - Facilities Mntc

Authorized By:

Chad Wilsky, Fleet and Facilities Director

Contact/Phone Number:

Sandra Aganovic/407-665-5280

Background:

On May 13, 2003, the Board approved a lease agreement with the Sanford Airport Authority to provide a total of 18,168 square feet of lease space for the Supervisor of Elections. The lease commenced on April 1, 2004 on the date of issuance of the certificate of occupancy. The lease ran for ten (10) years through March 31, 2014 at which time it was renewed for five (5) years through April 1, 2019. On March 26, 2019, the Board approved Addendum C which renewed the lease for a period of five (5) years from April 1, 2019 to March 31, 2024.

The proposed Commercial Lease No. 2023-064 extends the current agreement through March 31, 2026 with three (3) renewal options of one (1) year each. County continues to pay for utilities and all interior maintenance. County will also take on expenses for pest control, janitorial services, landscaping/irrigation maintenance and HVAC maintenance services. Lease rate is set to increase from \$10.96/SF to \$15.00/SF resulting in an increase in monthly rent to \$6,116.56 or \$73,398.72/year.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute Commercial Lease No. 2023-064 for the Supervisor of Elections.

COMMERCIAL LEASE NO. 2023-064

THIS COMMERCIAL LEASE (the “**Lease**”) is made and entered into as of the Date of this Lease, by and between Landlord and Tenant. “**Date of this Lease**” means the date on which the last one of the Landlord and Tenant has signed this Lease.

WITNESSETH:

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant hires from Landlord the Premises.

1. **BASIC LEASE INFORMATION AND DEFINED TERMS.** The key business terms of this Lease and the defined terms used in this Lease are as follows:

1.1 **Landlord.** SANFORD AIRPORT AUTHORITY, a special district of the State of Florida.

1.2 **Tenant.** Seminole County, a charter county and political subdivision of the State of Florida

1.3 **Premises.** The building, land, and appurtenances located at 1500 East Airport Blvd. Sanford, Seminole County, Florida 32773. The Premises are depicted in the sketch attached as **EXHIBIT “A”**. Except as expressly set forth in this Lease, Tenant has inspected the Premises and accepts possession of the Premises in its then “as-is”, “where-is” condition, without representation or warranty of any kind by Landlord, as further set forth in the As-Is section.

1.4 **Airport.** The Orlando Sanford International Airport. The Premises are located within, or immediately adjacent to, the Airport.

1.5 **Rentable Area of the Premises.** 18,168 square feet. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.

1.6 **Permitted Use of the Premises.** Supervisor of Elections Office (see the Use section).

1.7 **Commencement Date.** April 1, 2024.

1.8 **Lease Term.** 24 months, as extended or sooner terminated under the terms of this Lease (see the Term section) or extended pursuant to the terms outlined in the Lease Rider.

1.9 **Base Rent.** The following amounts:

| Period | Rate P/S/F Per Annum | Monthly Base Rent | Period Base Rent |
|-------------------------|----------------------|-------------------|------------------|
| 04/1/2024 – 03/31/2025 | \$15.00 | \$22,710.00 | \$272,520.00 |
| 04/01/2025 – 03/31/2026 | \$15.60 | \$23,618.40 | \$283,420.80 |

1.10 **Security Deposit.** N/A

1.11 **Prepaid Rent.** N/A

1.12 **Tenant’s Notice Address.** 205 W. County Home Road Sanford, Florida 32773

1.13 **Landlord’s Notice Address.** SANFORD AIRPORT AUTHORITY, 1200 Red Cleveland Boulevard, Sanford, Florida 32773.

1.14 **Landlord’s Broker.** N/A

1.15 **Tenant's Broker.** N/A

1.16 **Landlord Parties.** Landlord and Landlord's directors, officers, partners, members, managers, employees, agents, affiliates, subsidiaries, mortgagee, managing agent, contractors, successors, and assigns as well as the City of Sanford.

1.17 **Tenant Parties.** Tenant and Tenant's directors, officers, partners, members, managers, employees, agents, and contractors.

1.18 **Parties.** The Landlord, the Tenant, or both, as the context so permits.

2. **TERM.** This Lease constitutes a legally binding and enforceable agreement as of the Date of this Lease. Tenant will have and hold the Premises for the Lease Term. The Lease Term commences on the Commencement Date.

3. **USE.** Tenant shall use and occupy the Premises only for the Permitted Use of the Premises as defined in Section 1.6. Tenant shall not use or permit or suffer the use of the Premises for any other purpose. Tenant shall not provide any products or services not specifically authorized by this Lease or Landlord. The rights granted hereunder are expressly limited to the improvement, maintenance, and operation of the Premises pursuant to the terms and conditions of this Lease. Parking of boats, motor homes or inoperable or unregistered vehicles and the stockpiling or storage of inoperable equipment, machinery, and containers on the Premises are strictly prohibited. At Landlord's request, all storage and dumpsters must be screened or concealed from public view, and storage will be limited to storage incidental to Tenant's overall operation on the Premises subject to Landlord's approval. Tenant shall not permit the Premises to be used for vehicular parking or storage by the public, its customers or employees or any other person whomsoever while traveling from the Airport in lieu of utilizing the Airport's public parking facilities. Tenant further agrees that its customers will only be permitted to park vehicles on the Premises while utilizing Tenant's services or facilities on the Premises. No overnight parking by Tenant's customers will be permitted, but Tenant is permitted to park its own vehicles overnight. Tenant shall not use the Premises for the operation of rental car facilities or ground transportation services such as taxicab, limousine, transportation network companies, or other similar ground transportation service providers.

4. **RULES AND REGULATIONS.** Tenant shall, at its expense, at all times comply with and perform all obligations required of the occupant or owner of the Premises pursuant to recorded restrictive covenants or other restrictions or agreements running with the title to the Premises. Tenant shall conform to the Rules and Regulations. "**Rules and Regulations**" mean the rules and regulations for the Airport promulgated by Landlord from time to time.

5. **RENT.** Tenant shall pay Rent to Landlord in lawful United States currency. All Base Rent will be payable in monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, will be denominated as additional rent. Except as otherwise provided, all additional rent payments (other than Operating Costs which are due together with Base Rent) are due ten (10) days after delivery of an invoice. Landlord will have the same rights and remedies for defaults in the payment of additional rent as provided in this Lease for defaults in the payment of Base Rent. Tenant shall pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. The term "**Rent**" when used in this Lease includes Base Rent and any forms of payment to be made by Tenant to Landlord. All Rent must be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord designates in writing to Tenant. Tenant's obligations to pay Rent are covenants independent of the Landlord's obligations under this Lease.

6. **OPERATING COSTS.**

6.1 **General.** Tenant shall pay to Landlord, Tenant's Allocated Share of Operating Costs in accordance with the terms and provision of this section.

6.2 **Defined Terms.** The following terms have the following definitions:

6.2.1 **"Project"** means the area as depicted on **EXHIBIT "B"**, consisting of the land, buildings, and other improvements located on them as designated by Landlord from time to time.

6.2.2 **“Taxes”** mean the total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority that are assessed, levied, or in any manner imposed on the land, including all charges on the tax bills for the land, real and personal property taxes, special district taxes and assessments, franchise taxes, solid waste assessments, non-ad valorem assessments or charges, and all payments in lieu of taxes under applicable agreements. If a tax is levied against Landlord in substitution in whole or in part for the Taxes or otherwise as a result of the ownership of the land, then the other tax will be deemed to be included within the definition of “Taxes”. “Taxes” also includes all costs incurred by Landlord in contesting the amount of the assessment made for Tax purposes, including attorneys’, consultants’, and appraisers’ fees.

6.2.3 **“Allocated Share”** means (a) the proportion of the leasable area of the Premises to the total leasable area of buildings within the Project; (b) a formula that takes into account the relative intensity or quantity of use of Project services and improvements by Tenant and all other recipients of the services and improvements, as reasonably determined by Landlord; or (b) another fair and reasonable basis, as determined by Landlord in its commercially reasonable discretion, for allocating the Operating Costs among occupants of the Project.

6.2.4 **“Operating Costs”** mean the total of all of the costs and expenses incurred or borne by Landlord relating to the ownership, operation, maintenance, repair, construction, replacement, and security of the Project and the services provided to tenants in the Project. By way of explanation and clarification, but not by way of limitation, Operating Costs will include the costs and expenses incurred for the following: Taxes; heating, air conditioning, ventilation, plumbing, electrical, fire sprinkler, fire alarm, and emergency generator systems; pest control; trash and garbage removal (including dumpster and compactor rental); protection and security; decorations; construction of improvements, and repairs, replacements, and maintenance and alterations to them; amounts paid under easements or other recorded agreements affecting the Project, including assessments paid to property owners’ associations; improvements required by law; building painting and roof repairs; improvements in security systems; materials, tools, supplies, and equipment to enable Landlord to supply services that Landlord would otherwise have obtained from a third party; expenditures designed to result in savings or reductions in Operating Costs; exterior landscaping; fertilization and irrigation supply, repair, and maintenance; parking area supply, repair, and maintenance, including periodic resurfacing and restriping of the parking areas; illumination, repair, maintenance, and replacement of Project signs and other improvements and equipment to facilitate the flow of traffic into or out of the Project, whether located on or off the Project; property management fees; all utilities serving the Project and not separately billed to or reimbursed by any tenant of the Project; depreciation on machinery and equipment used in the maintenance of the Project; fire, extended coverage, all risks, terrorism, earthquake, change in condition, sprinkler apparatus, plate glass, electronic data processing, boiler and machinery, rental guaranty or interruption, public liability and property damage, flood, and any other additional insurance customarily carried by owners of comparable buildings or required by any mortgagee of the Project; and legal, and accounting costs, and administrative fees. Landlord may contract for the performance of some or all of the management, operation, maintenance, repair, service and security functions generally described in this section with any persons or entities whom Landlord deems appropriate, including persons or entities who are affiliated with Landlord. Expenditures for capital items will be included in Operating Costs for the year in which the costs are incurred and subsequent years, amortized on a straight line basis over an appropriate period, but in no event more than ten (10) years, with an interest factor equal to the Wall Street Journal Prime Rate in effect at the time of Landlord’s having incurred the expenditure. The Parties acknowledge that Tenant, as a government entity, is generally exempt from taxation and nothing in this Lease imposes on Tenant the responsibility for payment of any taxes for which Tenant is exempt according to applicable law.

6.3 **Payment.** Operating Costs have been accounted for within the base rent.

7. **ASSIGNMENT OR SUBLETTING.** Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner (any of which, a **“transfer”**), without Landlord’s prior written consent, which may be withheld in Landlord’s sole and absolute discretion. Without limiting the generality of the foregoing, Tenant may not sublease, assign, mortgage, encumber, permit the transfer of direct or indirect ownership or control of the business entity comprising Tenant, or permit any portion of the Premises to be occupied by third parties. Any transfer by Tenant in violation of this section will, at Landlord’s option, be void. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, then Landlord will be released from its obligations.

8. **INSURANCE.**

8.1 **Tenant’s Insurance.** Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office (**“ISO”**) form or its equivalent in the minimum amounts of \$1 million per occurrence, \$3 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of

\$1 million combined single limit for bodily injury and property damage; (iii) excess liability insurance in the minimum amount of \$5 million with the same inception date as the underlying policies (including general, auto and employer's liability), and which must be excess over and no less broad than all coverages described above; (iv) special causes of loss form property insurance (ISO CP 10 30 or equivalent in effect in the State of Florida), in an amount adequate to cover 100% of the replacement costs of all of Tenant's property at the Premises; (v) workers' compensation insurance and employer's liability insurance; (vi) business income and extra expense insurance covering the risks to be insured by the property insurance described above, on an actual loss sustained basis including income coverage for a minimum twelve (12) month period; and (viii) such other insurance as may be reasonably required by Landlord. Tenant's insurance must provide primary and non-contributory coverage to the Landlord Parties when any policy issued to any Landlord Parties provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. None of Tenant's liability policies may have any deductibles.

8.2 Insurance Requirements. All insurance policies must be written with insurance companies and have coverage limits acceptable to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability, automobile liability, and excess liability insurance policies must name the Landlord Parties as additional insureds (on ISO CG 20 11 01 96 or equivalent for the commercial general liability policy) for matters arising from or related to this Lease and must require prior notice of cancellation to be delivered in writing to Landlord within the time period applicable to the first named insured. The commercial general liability and excess liability policies must include an unmodified Separation of Insureds provision. The following exclusions/limitations or their equivalent(s) are prohibited: Contractual Liability Limitation CG 21 39; Amendment of Insured Contract Definition CG 24 26; and any endorsement modifying the Employer's Liability exclusion or deleting the exception to it; any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for liability insurance and the ACORD 27 for Commercial Property Insurance, with copies of declaration pages for each required policy) before entering the Premises for any reason and at any other time promptly upon request by Landlord. The ACORD 25 Form Certificate of Insurance for the liability insurance policy must specify the policy form number and edition date and must have attached to it a copy of the additional insureds endorsement listing the Landlord Parties. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties.

8.3 Waiver of Subrogation. Tenant expressly, knowingly, and voluntarily waives and releases its rights of recovery that it may have against the Landlord Parties for loss or damage to its property, and property of third parties in the care, custody, and control of Tenant, and loss of business (specifically including business interruption by Tenant) directly or by way of subrogation or otherwise as a result of the acts or omissions of the Landlord Parties (specifically including the negligence of the Landlord Parties and the intentional misconduct of the Landlord Parties), to the extent any such claims are covered by the property, business income, or extra expense insurance carried or required to be carried under the terms of this Lease (whether or not actually carried by Tenant), or other property insurance that Tenant may carry at the time of an occurrence or under a so-called "special perils" or "special form causes of loss" property insurance policy or under a so-called "contents" insurance policy (whether or not actually carried). Tenant assumes all risk of damage to and loss of Tenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or from any other cause. Tenant shall on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the commercial general liability, commercial automobile liability, workers' compensation, employer's liability, property, and business interruption insurance maintained by it for the Premises and the property located in the Premises. This section controls over any other provisions of this Lease in conflict with it and will survive the expiration or sooner termination of this Lease.

8.4 Limitation of Liability. Except to the extent otherwise provided herein or arising from the gross negligence or willful misconduct or breach of Landlord or its agents, employees or contractors, Landlord will not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenant's use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (e) any fire, robbery, theft or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures.

9. **DEFAULT.**

9.1 **Events of Default.** Each of the following will be an event of default under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant or any Guarantor for Tenant's obligations under this Lease becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant or any Guarantor, or any Guarantor dies; (c) Tenant abandons the Premises; (d) Tenant transfers this Lease in violation of the Assignment or Subletting section; (e) Tenant fails to deliver an estoppel certificate or subordination agreement or maintain required insurance coverages within the time periods required by this Lease; (f) Tenant does not comply with its obligations to vacate the Premises under the Relocation of Tenant or End of Term sections of this Lease; or (g) Tenant fails to perform any other obligation under this Lease. Additionally, if Tenant or any Affiliate of Tenant has entered into any other lease or agreement with Landlord or any Affiliate of Landlord, then, at Landlord's option (i) a default under such other lease or agreement which remains uncured beyond any applicable cure period will be deemed a default by Tenant under this Lease (which will not be subject to any additional cure periods), and (ii) a default under this Lease that remains uncured beyond any applicable cure period will be deemed a default under all other leases and agreements to which Tenant or any Affiliate of Tenant has entered into with Landlord or any Affiliate of Landlord (which shall not be subject to any additional cure periods) and thereafter Landlord will be entitled to exercise such rights and remedies as are available pursuant to this Lease, the other leases and agreements to which Tenant or any Affiliate of Tenant has entered into with Landlord or any Affiliate of Landlord, or both. As used herein, "**Affiliate**" means, as to any person or entity, any other person or entity who directly or indirectly controls, is controlled by, or is under common control with such person or entity. As used in this section, the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

9.2 **Remedies.** If Tenant defaults, in addition to all remedies provided by law, then Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the Rents (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). If this Lease is rejected in any bankruptcy proceeding, then Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated.

9.3 **Landlord's Right to Perform.** If Tenant defaults, then Landlord may, but will have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, then the sums so paid or obligations incurred must be paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

9.4 **Late Charges, Interest, and Bad Checks.** If any payment due Landlord is not paid within five (5) days of when due, then Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payment; or (b) \$250. All payments due Landlord and not paid when due shall bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord, including after the date of any judgment against Tenant. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, then, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by law. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank, ACH payments, or by Federal Reserve wire transfer to Landlord's account.

9.5 **Limitations.** None of the Landlord Parties will ever have any personal liability to Tenant. No person holding Landlord's interest will have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. No act or omission of Landlord or its agents will constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord first receives written notice from Tenant of the claimed default and fails to cure it after having been afforded reasonable time in which to do so, which in no event will be less than thirty (30) days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within thirty (30) days of the onset of the cause of such claim. Tenant waives all rights they may have (other than rights for defaults under the Estoppel Certificate, Subordination, and End of Term sections) to consequential damages, lost profits, punitive damages, or special damages of any kind.

9.6 **Presumption of Abandonment.** It will be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for ten (10) consecutive days while in monetary default. Any grace periods set forth in this section shall not apply to the application of this presumption.

9.7 **Jurisdiction and Venue.** The parties irrevocably consent that any legal action or proceeding arising out of or in any way connected with this Lease may be instituted or brought in any court located in Seminole County, Florida, which will be the exclusive jurisdiction and venue for litigation concerning this Lease. The parties irrevocably submit to the jurisdiction of that court in any such legal action or proceeding. The execution of this Lease and performance of its obligations by the parties, for purposes of personal or long-arm jurisdiction, constitutes doing business in Florida under Section 48.193, Florida Statutes. In addition, the parties irrevocably and unconditionally waive any objection which they may now or hereafter have to the laying of venue of any of these actions or proceedings in these courts and further irrevocably and unconditionally waive the right to plead or claim that any such action or proceeding brought in any of these courts has been brought in an inconvenient forum.

9.8 **Air Navigation.** Tenant shall prevent any use of the Premises that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute a hazard to air navigation. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that Landlord will be entitled to self-help in the event of an immediate hazard to the flight of aircraft over the Premises or the health and wellbeing of the traveling public. Without limiting the generality of the foregoing, Tenant acknowledges that Landlord will be entitled to enter the Premises and physically remove or mitigate the hazard, at Tenant's expense. In the event Tenant fails to promptly mitigate a hazard or adverse effects on air navigation following notification from Landlord, Tenant shall reimburse Landlord for any and all costs and expenses incurred by Landlord in exercising its self-help rights hereunder, plus a twenty-five percent (25%) administrative overhead fee, which costs, expenses and administrative overhead fee will be due and payable within thirty (30) days of the date of the Landlord's written notice. Tenant acknowledges and agrees that the right of self-help shall be in addition to any and all remedies available under the law and this Lease, including immediate injunctive relief, both temporary and permanent, and the right of specific performance.

10. **ALTERATIONS.** "Alterations" mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made before Tenant's occupancy of the Premises. In addition to the requirements of this Section, any Alterations performed by or on behalf of Tenant at the Premises must comply with the provisions of **EXHIBIT "D"**. Tenant shall pay the entire cost of any Alterations including the cost of all utility connections, capacity, concurrency and impact fees payable to any governmental authority imposing the same, including sewer, water, transportation, school, or educational facilities or land, park facilities or land, fire/EMS facilities or land, or service impact fees. Tenant shall make no Alterations without the prior written consent of Landlord and Landlord's architectural committee, which consent may be withheld or conditioned in Landlord's sole and absolute discretion. However, Landlord shall not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, affect utility services or building systems, are not visible from outside the Premises, do not affect Landlord's insurance coverages for the building, and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord's consent or approval is required. Landlord, or its agent or contractor, may supervise the performance of any Alterations, and, if so, Tenant shall pay to Landlord an amount equal to five percent (5%) of the cost of the work, as a supervisory fee. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Premises, Landlord shall not perform any alterations, additions, or improvements to make the Premises suitable and ready for occupancy and use by Tenant, and Tenant shall accept possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord's approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation and employer's liability insurance, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance, written on an occurrence basis with minimum limits of \$2 million per occurrence limit, \$2 million general aggregate limit, \$2 million personal and advertising limit, and \$2 million products/completed operations limit (including contractual liability, broad form property damage and contractor's protective liability coverage); commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of \$1 million combined single limit for bodily injury and property damage; and excess liability insurance in the minimum amount of \$5 million. Contractor's insurance must contain an endorsement insuring the Landlord Parties as additional insureds and must be primary and non-contributory over any other coverage available to the Landlord. The Contractor's insurance must also comply with the requirement of the Insurance section. All Alterations by Tenant must also comply with Landlord's rules and requirements for contractors. All Alterations made by Landlord or Tenant to the Premises will become Landlord's property immediately upon the completion of the Alterations. Upon the request of Landlord, Tenant shall provide Landlord with a bill of sale or other evidence of the transfer of ownership of the Alterations together with evidence satisfactory to Landlord that the improvements are free from liens, mortgages and other encumbrances. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises any Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal.

11. **LIENS.** Pursuant to the Florida Constitution and Section 11.066, Florida Statutes, the property of the State, the property of any State agency, or any monetary recovery made on behalf of the State or any State agency is not subject to a lien of any kind. Pursuant to Section 713.01(24)&(27), Florida Statutes (2023), both Landlord and Tenant are exempt from the construction lien statute and nothing in this Lease operates to reimpose any liability under this statute. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, then Tenant shall promptly cause it to be discharged of record or bring any necessary litigation to have the lien removed from the public records.

12. **ACCESS TO PREMISES.** Landlord and persons authorized by Landlord will have the right, at all reasonable times, to enter and inspect the Premises and to make repairs and alterations Landlord deems necessary, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required. However, notwithstanding any other provision of this Lease, Landlord acknowledges that Tenant will maintain confidential documents and information in the Premises to which Landlord and other parties cannot have access except as permitted by law. In all inspections conducted by Landlord of the Premises, Landlord shall cooperate fully with Tenant in regard to Tenant carrying out its obligation to ensure that all of Tenant's confidential documents and information are kept secure. Subject to the provisions of this Section 12, Tenant shall permit Landlord, its agents, employees, and contractors, to enter all rooms of the Premises as reasonably necessary to inspect them, to submit the Premises to prospective purchasers or tenants, and to repair the Premises. Tenant has the right to supervise all such inspections. Except for emergencies, Landlord shall provide Tenant at least twenty-four (24) hours written notice prior to any inspections. Landlord may have immediate access to the Premises in case of an emergency. Landlord shall notify Tenant as soon as possible after any such emergency entry. Tenant shall provide Landlord with keys to all rooms within the Premises, but not to any locked cabinets.

13. **ENVIRONMENTAL LAWS.**

13.1 **"Environmental Laws"** mean all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Premises or the activities conducted on the Premises. Tenant's and the Tenant Parties' use of, and activities on, the Premises must be conducted in compliance with all Environmental Laws and Landlord's Environmental Protection Policy attached as **EXHIBIT "C"**. If any of Tenant's or Tenant Parties' activities require the use of "hazardous" or "toxic" substances, as those terms are defined by any of the Environmental Laws, then Tenant represents and warrants to Landlord that Tenant has received all permits and approvals required under the Environmental Laws concerning the toxic or hazardous substances. Tenant shall maintain the Premises in complete compliance with the Environmental Laws and this Lease. If Tenant breaches any of its obligations contained in this section or fails to notify Landlord of the release of any hazardous or toxic substances from the Premises, then, in addition to all other rights and remedies available to Landlord, Landlord will have the right to initiate a cleanup of the Premises, in which case Tenant shall reimburse Landlord for, and indemnify Tenant from, any and all costs, expenses, losses, and liabilities incurred in connection with the cleanup (including all reasonable attorneys' fees) by Landlord. In the alternative, Landlord may require Tenant to clean up the Premises and to indemnify fully and hold Landlord harmless from any and all losses, liabilities, expenses (including reasonable attorneys' fees), and costs incurred by Landlord in connection with Tenant's clean up action. Notwithstanding anything in this section, Tenant agrees to pay, and shall indemnify defend, and hold Landlord harmless from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Landlord as a result of any breach by Tenant of its obligations under this section, and as a result of any contamination of the Premises because of Tenant's, its employees', agents', contractors', licensees' or sublessee' use of hazardous or toxic substances on the Premises. If Landlord has reason to believe that a hazardous or toxic substance has been discharged on the Premises by Tenant, its employees, agents, contractors, sublessees or licensees, then Landlord will have the right, in its sole discretion, to require Tenant to perform periodically to Landlord's satisfaction (but not more frequently than annually unless an environmental complaint from applicable governmental authorities is then outstanding), at Tenant's expense, an environmental audit and, if deemed necessary by Landlord, an environmental risk assessment of: (a) the Premises, (b) hazardous substance management practices, and (c) hazardous substance disposal sites used by Tenant. Such audit or risk assessment must be by an environmental consultant reasonably satisfactory to Landlord. Should Tenant fail to perform any such environmental audit or risk assessment within thirty (30) days after Landlord's request, Landlord will have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Landlord in the exercise of such rights will be secured by this Lease and will be payable by Tenant upon demand as Rent. If Tenant's operations require the ongoing use of hazardous or toxic substances, then Tenant shall supply Landlord with copies of reports and any other monitoring information required by the Environmental Laws. As used in this section, "Premises" means and refers to the property that is the subject of this Lease as well as any portion of the Premises that may be damaged or contaminated by the release of any toxic or hazardous substance. This section will survive the expiration or sooner termination of this Lease. Tenant's indemnification obligations to Landlord under this section are limited to the monetary and other limitations set forth in Section 768.28, Florida Statutes, as this statute may be subsequently amended, except for costs, including attorney fees, incurred by Landlord in response to a regulatory action brought by the United States Environmental Protection Agency or the Florida

Department of Environmental Protection to the extent such regulatory action results from Tenant releasing hazardous or toxic substances on the Premises.

13.2 Environmental Disclosure. Tenant acknowledges and understands that the Airport was previously used as a United States naval military base and is currently being used for a commercial airport. Certain chemicals or other environmental contaminants, such as petroleum, may be and may have been utilized by parties at the Airport. Other tenants or third parties may have also used other chemicals or other contaminants within the boundary of the Airport. As a result, Landlord has cleaned up contamination as to certain areas of the Airport. Other areas remain subject to certain Site Rehabilitation Completion Order(s) with Institutional Controls (“**SRCO**”). Still others may be or in the future may become areas of investigation by the Florida Department of Environmental Protection (“**FDEP**”). The known SRCO’s and any active areas of investigation/cleanup are available for review by the FDEP at <https://floridadep.gov/>. Tenant has had an opportunity to review FDEP’s records as would concern this particular Property, had an opportunity to conduct any due diligence it deems necessary and proper and has determined that the SRCO will not interfere with Tenant’s peaceful use and enjoyment of the Premises in compliance with this Lease. Tenant understands that should it desire to modify the Property, such alterations may necessarily involve the review of FDEP.

14. CASUALTY DAMAGE. If: (a) the Premises or a material part of the Premises becomes so damaged that substantial alteration or reconstruction, in Landlord’s opinion, is required; or (b) Landlord is not permitted to rebuild the Premises in substantially the same form as it existed before the damage; or (c) the Premises become materially damaged by casualty during the last two (2) years of the Lease Term; or (d) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (e) the damage is not fully covered by insurance maintained by Landlord; then Landlord may, within ninety (90) days after the casualty, give notice to Tenant of Landlord’s election to terminate this Lease, and the balance of the Lease Term will automatically expire on the fifth (5th) day after the notice is delivered. If Landlord does not elect to terminate this Lease, then Landlord shall either proceed with reasonable diligence to restore the building and the Premises to substantially the same condition they were in immediately before the casualty or relocate Tenant pursuant to the Relocation of Tenant section. However, Landlord will not be required to restore any portion of Tenant’s property. Rent will abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty which is covered by insurance carried by Landlord, as of the date on which the Premises becomes unusable. Landlord will not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant’s business resulting in any way from the damage or the repairs, Tenant’s sole remedy being the right to an abatement of Rent.

15. CONDEMNATION. If the whole or any substantial part of the Premises is condemned by eminent domain or acquired by private purchase in lieu of condemnation, then Landlord may elect to relocate Tenant pursuant to the Relocation of Tenant section or terminate this Lease. If Landlord elects to terminate this Lease, then this Lease will terminate on the date on which possession of the Premises is delivered to the condemning authority, and Rent will be apportioned and paid to that date. Tenant will have no claim against Landlord, and assigns to Landlord any claims it may have otherwise had, for the value of any unexpired portion of the Lease Term, or any Alterations. Tenant will not be entitled to any part of the condemnation award or private purchase price. If this Lease is not terminated as provided above, then Rent will abate in proportion to the portion of the Premises condemned.

16. REPAIR AND MAINTENANCE.

16.1 Landlord’s Obligations. Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, only the roof, the outside walls (excluding interior wall surfaces, storefronts, windows, and doors), the structural portions of the Premises (exclusive of structural elements constructed by Tenant), and the portions of the electrical and plumbing systems servicing the Premises which are located outside the exterior boundaries of the Premises. However, unless the Waiver of Subrogation section applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of the Tenant Parties. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord’s expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs. All costs associated with the repair and maintenance obligations of Landlord under this section will be included in and constitute Operating Costs.

16.2 Tenant’s Obligations. Except to the extent Landlord is obligated to repair and maintain the Premises as provided in the Landlord’s Obligations section of this section, Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the walls, storefronts, doors, and windows, including plate and window glass, ceilings, and floors in the Premises, and electrical, plumbing, mechanical, fire protection, life safety, sprinklers, and HVAC systems servicing the Premises exclusively), in a clean and attractive condition. All replacements must be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Promptly upon written request of Landlord, Tenant shall enter into and maintain an annual maintenance contract with an air conditioning service firm. Tenant shall furnish to Landlord from time to time and upon request of Landlord, a copy of the air conditioning maintenance contract and the yearly service reports from the

contractor. Tenant will be responsible for any damage to the roof of the building caused by any air conditioning maintenance activities. Prior to performing any such repair obligation, Tenant shall give written notice to Landlord describing the necessary maintenance or repair. Upon receipt of such notice, Landlord may elect either to perform any of the maintenance or repair obligations specified in such notice, or require that Tenant perform such obligations by using contractors approved by Landlord, all at Tenant's expense. All work must be performed in accordance with Landlord's rules and procedures.

16.3 **Service or Parking Areas.** Tenant shall also maintain any service or parking areas adjacent to the Premises in good repair and in a good, clean, and attractive condition and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises until such time as Tenant has the trash and garbage removed from the Premises. Tenant will be responsible for placing all its trash and garbage into dumpsters or trash bins without allowing the trash or garbage to spill over onto the ground adjacent to the dumpsters or trash bins.

17. **ESTOPPEL CERTIFICATES.** From time to time, Tenant, on not less than five (5) days' prior notice, shall (i) execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Premises, and (ii) cause any Guarantor to deliver to Landlord any estoppel certificate required under the Guaranty.

18. **SUBORDINATION.** This Lease is and will be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages and leases. This section is self-operative and no further instrument of subordination will be necessary. However, in confirmation of this subordination, Tenant shall execute any agreement that Landlord may request within ten (10) days after receipt from Landlord. This Lease is subject and subordinate to all of the terms and conditions of any instrument and documents under which Landlord acquired the land, of which the Premises are a part, or improvements on them, and will be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease will be subordinate to the provisions of any existing or future agreement between Landlord and the United States of America or State of Florida, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.

19. **INDEMNIFICATION.** Subject to the monetary and other limitations of Section 768.28, Florida Statutes, as this statute may be subsequently amended, which limitations are deemed to apply to this Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise, Tenant shall indemnify, defend, and save harmless the Landlord Parties from and against any and all liability (including reasonable attorneys' fees) resulting from claims by third parties in connection with the Premises, regardless of whether or not the claim is caused in part by any of the indemnified parties (specifically including any claims that the indemnified party was negligent or engaged in other tortious conduct). This Indemnification section does not restrict, limit, or modify Tenant's insurance obligations under this Lease. Tenant's compliance with the insurance requirements under this Lease does not restrict, limit, or modify Tenant's obligations under this Indemnification section. Subject to the monetary and other limitations of Section 768.28, Florida Statutes, as this statute may be subsequently amended, which limitations are deemed to apply to this Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise, if and to the extent that any loss occasioned by any of the events described in this section exceeds the greater of the coverage or amount of insurance required to be carried by the indemnitor or the coverage or amount of insurance actually carried by the indemnitor, or results from any event not required to be insured against and not actually insured against, the party at fault shall pay the amount not actually covered. These indemnification provisions will survive the expiration or sooner termination of this Lease.

20. **NO WAIVER.** The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default will not be construed as a waiver. The waiver of any noncompliance with this Lease will not prevent subsequent similar noncompliance from being a default. No waiver will be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party will of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) will not excuse any delays as to future Rent payments and will not operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this section will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

21. **SERVICES AND UTILITIES.** Landlord will have no obligation to provide any utilities or services to the Premises. Tenant will be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises, including all costs associated with the provision of separate meters or submeters for the Premises. Tenant will be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises. Tenant is responsible for interior janitorial, pest control, and waste removal services. Landlord may at any time change the electrical utility provider for the building. Tenant's use of electrical and heating, water, ventilating, and air conditioning services furnished by Landlord must not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the building, and, if required by Landlord, all costs associated with the additional usage and the installation and maintenance of facilities for the additional usage, including separate meters or submetering, will be paid by Tenant as additional rent. In no event will Landlord be liable for damages resulting from the failure to furnish HVAC, elevator, water, electric, or other service, unless caused by the negligence or intentional acts of Landlord, and any interruption or failure will in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease. Tenant shall utilize the Airport's telecommunications systems and is not permitted to utilize any other telecommunications service provider, unless the Airport's telecommunications system is unavailable at the Premises. Tenant's payments to Landlord for telecommunications services will be considered additional rent under this Lease and failure to timely pay shall be considered a default under this Lease and any grace periods granted in this Lease shall not apply to such non-payment.

22. **SECURITY DEPOSIT.** N/A

23. **GOVERNMENTAL REGULATIONS.** Tenant shall promptly comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, and all recorded covenants and restrictions affecting the Premises, now in force or that may hereafter be in force, and shall faithfully observe, in the use of the Premises, all municipal and county ordinances and state and federal laws now in force or that may hereafter be in force, that shall impose any duty on Tenant concerning the Premises or the use or occupancy of the Premises, including all laws relating to fire and safety, and hazardous materials. Tenant shall obtain all licenses and permits from time to time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals of them, will release Tenant from the performance and observance of Tenant's obligations under this Lease.

24. **SIGNS.** Tenant shall not place or permit to be placed or maintained on any portion of the Premises, including on any exterior door, wall, or window of the Premises, or within the interior of the Premises, if visible from the exterior of the Premises, any signage or advertising matter of any kind, without first obtaining Landlord's written approval and consent, which may be withheld in Landlord's sole discretion. Landlord confirms that Tenant's signage in existence as of January 1, 2024 is acceptable.

25. **END OF TERM.** Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property. Tenant shall also repair any damage to the Premises caused by the removal.

26. **ATTORNEYS' FEES.** Except as set forth in this Lease, the prevailing party in any litigation or arbitration arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, will be entitled to recover from the losing party actual attorneys' fees and costs, including fees for litigating the fees incurred and fees in connection with bankruptcy or appellate proceedings. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord will be paid to Landlord by Tenant.

27. **NOTICES.**

27.1 **General Requirements.** Except as otherwise expressly provided, any notice, demand, request, election, or other communication (a "**Communication**") required or permitted to be given or made to or by any party to this Lease or otherwise given or made under this Lease, must be in writing. A Communication will be deemed to have been delivered and received on the earlier of the day actually received (by whatever means sent, including means not authorized by this section) if received before 5:00 p.m., Sanford, Florida time, on a Business Day (or, if not received before 5:00 p.m., Sanford, Florida time, on a Business Day, on the first Business Day after the day of receipt) or, regardless of whether or not received after the following dates, (a) on the date of delivery

or refusal of delivery, if by hand delivery; (b) on the first Business Day after having been delivered to a nationally recognized overnight air courier service (such as FedEx) for “next business day” delivery; or (c) on the third (3rd) Business Day after having been deposited with the United States Postal Service, Registered or Certified Mail, Return Receipt Requested; in each case addressed to the respective party at the party’s Notice Address, which Notice Address may be changed by notice delivered to the other party in accordance with the terms of this section; provided that if Tenant has vacated the Premises or is in default of this Lease, then Communications may be delivered by any manner permitted by law for service of process. Notwithstanding the foregoing, any Communication which is in fact received, regardless of whether it is sent in compliance with the requirements of this section, will be effective as of the date received. If any Communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, then effective notice will still be deemed to have been given. If there is more than one party constituting Tenant, then any Communication may be given by or to any one of them, and will have the same force and effect as if given by or to all of them.

27.2 Notices by and to Lawyers. Any lawyer representing Landlord or Tenant may give any Communication under this Lease on behalf of the lawyer’s client. Any Communication so given by a lawyer will be deemed to have been given by the lawyer’s client. Notwithstanding anything to the contrary in this Lease, any obligation to send a copy of a Communication to a party’s lawyer will only apply to Communications that are notices of a default under this Lease. Failure to give a copy of any Communication to the lawyer for a party will not affect the validity of the Communication provided that the Communication has been given to the party represented by that lawyer.

27.3 Section 83.20, Florida Statutes. Any notices required under Section 83.20, Florida Statutes, will be deemed to have been fully given, made, sent, and received if sent in compliance with this section.

27.4 Change of Notice Address. Either party may change its Notice Address by notice to the other party. However, this will not permit a party to add additional persons to receive Communications or copies of Communications so that more than a maximum of two (2) persons are entitled to receive any Communication or copy of any Communication.

28. EXCUSABLE DELAY. For purposes of this Lease, the term “**Excusable Delay**” means any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant is delayed in the performance of any act required under this Lease by reason of any Excusable Delay and if notice of the Excusable Delay is given to the other party within ten (10) days after its occurrence, then performance of the act will be excused for the period of the delay and the period for the performance of the act will be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. The provisions of this section do not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term, or from the obligations to maintain insurance, and will not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials do not constitute delays beyond the direct control of a party.

29. QUIET ENJOYMENT. Landlord covenants and agrees that, on Tenant’s paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, mortgages, or deeds of trust encumbering the Premises.

30. RELOCATION OF TENANT. Landlord will have the right, upon thirty (30) days’ prior notice to Tenant (the “**Relocation Notice**”), to relocate Tenant to a different premises at the **Airport** comparable in size and layout (the “**Substitute Premises**”). If Landlord relocates Tenant, then Landlord shall perform the interior improvements to the Substitute Premises of approximate equivalence of the interior improvements in the original Premises and shall pay the reasonable costs of moving Tenant’s property to the Substitute Premises. Landlord shall also reimburse Tenant for the actual and reasonable costs of replacement stationary and telecommunications relocation. Any relocation will not terminate or otherwise modify this Lease except that from and after the date of the relocation, the term “Premises” will refer to the Substitute Premises rather than the original Premises as defined in this Lease. If the Rentable Area of the Substitute Premises is more or less than the Rentable Area of the original Premises, then the any terms of this Lease derived from the Rentable Area of the Premises will be appropriately adjusted. Tenant shall relocate to the Substitute Premises within the time set forth in the Relocation Notice and vacate and surrender possession of the Premises to Landlord in

accordance with the terms of this Lease. Tenant shall promptly execute and deliver any and all documents required by Landlord to evidence and confirm Tenant's relocation to the Substitute Premises.

31. **FINANCIAL REPORTING.** N/A

32. **TENANT'S REPRESENTATIONS.** Tenant represents and warrants as follows: (i) Tenant is duly organized, validly existing, and in good standing under the laws of the State in which it was formed and is duly qualified to transact business in the State in which the Premises are located, (ii) Tenant has full power to execute, deliver, and perform its obligations under this Lease, (iii) the execution and delivery of this Lease, and the performance by Tenant of its obligations under this Lease, have been duly authorized by all necessary action of Tenant, and do not contravene or conflict with any provisions of Tenant's Articles of Incorporation and the By-Laws, or any other agreement binding on Tenant, (iv) the individual executing this Lease on behalf of Tenant has full authority to do so, and (v) Tenant's financial statements and the information describing Tenants' business and background previously furnished to Landlord were true and correct at the time given in all material respects and there have been no adverse material changes to the information subsequent to the date given.

33. **AS-IS.** Except as set forth expressly in this section, Landlord does not make any warranties or representations concerning the Premises or any component of the Premises, including the zoning or other land use restrictions affecting the Premises, the compliance of the Premises or any part of the Premises with any governmental requirement, the use or existence, or prior use or existence, of hazardous materials on the Premises, or the accuracy or completeness of any statement or other matter previously disclosed to the Tenant. **EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS LEASE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO TENANT IN CONNECTION WITH THIS LEASE OR THE PREMISES. LANDLORD DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY, TENANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

34. **LANDLORD'S RESERVATIONS.** The Airport is at all times subject to the exclusive control and management of Landlord. Landlord may increase, reduce, improve, or otherwise alter the Airport, otherwise make improvements, alterations, or additions to the Airport. Landlord may also temporarily close all or portions of the Airport to make repairs or improvements. In addition, Landlord may temporarily close the Airport and preclude access to the Premises in the event of casualty, governmental requirements, the threat of an emergency such as a hurricane or other act of God, or if Landlord otherwise reasonably deems it necessary in order to prevent damage or injury to person or property. During time of war and national emergency, Landlord will have the right to lease the Airport property or any portion of it, including the Premises, to the United States Government for military or naval use, and, if such lease is executed, this Lease will terminate. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and interference. Landlord reserves unto itself and its successors and assigns, for the use and benefit of the public, the right of flight for: (a) the passage of aircraft in, through, and across the airspace above the surface of the Premises, together with the right of the aircraft to make noise and exhaust emissions, light, vibrations, radio, television and other electromagnetic emissions and other effects as may be necessary for or incidental to the operation of aircraft; (b) navigation of or flight in said airspace; and (c) aircraft landing on, taking off from or operating at the Airport. Tenant on behalf of itself, and its subtenants, successors and assigns, hereby waives, releases and forever discharges the Landlord Parties from all claims, demands, judgments, orders, awards, liabilities, costs, attorney's fees, causes of action, administrative proceedings and lawsuits of every kind, nature or description, whether known or unknown, fixed or contingent, which Tenant or any person claiming through or under it ever had, now has or hereafter may acquire, upon or by reason of the exercise of the rights reserved under this section. It is further agreed that Landlord will have no obligation whatsoever, now or at any time in the future, to avoid or mitigate damages arising as a result of the exercise of the rights reserved under this section or the operation of the Airport. Tenant waives and releases from any liability resulting from Landlord exercising any of the rights under this section. None of the provisions of this section, or any actions taken and restrictions imposed by or at the direction of Landlord pursuant to this section, constitutes or may be considered an eviction or disturbance of Tenant's quiet enjoyment and possession of the Premises. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Premises.

35. **AMERICANS WITH DISABILITIES.** Tenant shall comply with the applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and any similar or successor laws, ordinances, rules, and regulations, including cooperation with Landlord, concerning the same subject matter.

36. **FEDERAL AVIATION ADMINISTRATION.** Tenant shall comply with, and this Lease is subject to, the requirements of the Federal Aviation Administration created by the Federal Government under the Civil Aeronautics Act of 1938 (the

“FAA”). Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it shall not be deemed unreasonable for Landlord to withhold consent to any Alterations determined to be a potential hazard to air navigation by Landlord.

37. **NON-DISCRIMINATION.**

37.1 Tenant, for itself, its successors in interest, and permitted assigns, as a part of the consideration for this Lease, hereby covenants and agrees that:

37.1.1 In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

37.1.2 No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of these facilities.

37.1.3 In the construction of any improvements on, over, or under the Premises and the furnishing of services on them, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

37.1.4 Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.

37.2 In the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate this Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued. This Lease will not be terminated pursuant to this section until the procedures of 49 C.F.R. Part 21 are followed and completed, including, the exercise or expiration of appeal rights.

37.3 For purposes of this section, the term “Non-Discrimination Authorities” includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix “E” of Appendix “4” of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

37.4 Tenant shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Tenant for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates Tenant for the longer of the following periods: (a) the period during which the Premises is used by Landlord or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which Landlord or any transferee retains ownership or possession of the Premises.

38. **PUBLIC ENTITY CRIMES.** As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Lease. This notice is required by Section 287.133(3) (a), Florida Statutes.

39. **SCRUTINIZED COMPANIES.** As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance of this Lease, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Landlord determines, using credible information available to the public, that a false certification has

been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes.

40. **GENERAL PROVISIONS.**

40.1 **Amendment.** The parties may amend this Lease only by a written agreement of the parties that identifies itself as an amendment to this Lease.

40.2 **Interpretation.** A list of items following the word “include” or any of its associated verb forms does not necessarily constitute an exhaustive list. A list of items following the word “comprise” or any of its associated verb forms does constitute an exhaustive list.

40.3 **Severability.** If any provision of this Lease is determined to be invalid, illegal, or unenforceable, then the remaining provisions of this Lease will remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable.

40.4 **Conditions.** There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease.

40.5 **Counterparts.** This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together will constitute the agreement of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties.

40.6 **Binding Effect.** This Lease binds and inures to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease.

40.7 **Survival.** Any liability or obligation of Landlord or Tenant arising during the Lease Term will survive the expiration or earlier termination of this Lease.

40.8 **Governing Law.** The laws of the State of Florida, without giving effect to its choice-of-law principles, govern all matters arising under or relating to this Lease.

40.9 **Radon Gas.** The following notification is provided under Section 404.056(5), Florida Statutes: “Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

40.10 **Corporate Seal.** The scroll seal set forth immediately below the signature of the individual executing this Lease on Tenant’s behalf has been adopted by the corporation as its seal for the purpose of execution of this Lease and the scroll seal has been affixed to this Lease as the seal of the corporation and not as the personal or private seal of the officer executing this Lease on behalf of the corporation.

40.11 **Exhibits.** All exhibits, riders, and addenda attached to this Lease shall, by this reference, be incorporated into this Lease. The following exhibits are attached to this Lease:

LEASE RIDER

- | | | |
|-------------|---|---|
| EXHIBIT “A” | – | Legal Description and/or Sketch of the Premises |
| EXHIBIT “B” | – | Description of the Project |
| EXHIBIT “C” | – | Landlord’s Environmental Protection Policy |
| EXHIBIT “D” | – | Tenant Improvements |

41. **GUARANTY.** N/A

42. **CONSTRUCTION; MERGER.** THIS LEASE HAS BEEN NEGOTIATED “AT ARM’S-LENGTH” BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS

CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE WILL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

43. **NO RELIANCE.** EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

44. **EFFECTIVENESS.** SUBMISSION OF THIS LEASE BY LANDLORD IS NOT AN OFFER TO ENTER INTO THIS LEASE BUT RATHER A SOLICITATION FOR SUCH AN OFFER BY TENANT. LANDLORD WILL NOT BE BOUND BY THIS LEASE UNTIL LANDLORD HAS EXECUTED IT AND DELIVERED IT TO TENANT.

45. **JURY WAIVER; COUNTERCLAIMS.** LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PREMISES, (B) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (C) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

WITNESSES:

LANDLORD:

SANFORD AIRPORT AUTHORITY, a special district of the State of Florida

Signature of Witness 1

Print or type name of Witness 1

Signature of Witness 2

Print or type name of Witness 2

By: _____

_____, Chairperson or President & CEO

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

County Attorney

LEASE RIDER

[OPTIONAL PROVISIONS]

LANDLORD: SANFORD AIRPORT AUTHORITY, a special district of the State of Florida

TENANT: Seminole County, a charter county and political subdivision of the State of Florida

LEASE DATE: April 1, 2024

This Lease Rider is hereby incorporated into and made a part of the above-referenced Lease between Landlord and Tenant. In the case of any inconsistency between the provisions of this Lease Rider and the balance of this Lease, the provisions of this Lease Rider will govern and control.

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

1. **AIRSIDE PROPERTIES.** Tenant shall comply with Landlord's security procedures, including requirements for ramp permits and security badges.

2. **OPTION TO EXTEND.**

2.1 Tenant will have the option to extend the Lease Term for three (3) one-year renewals, on the same terms and conditions as provided in this Lease, except that, for the extended Lease Term:

2.1.1 Upon exercise of Tenant's option to extend the Lease Term, this Lease, as extended, will not contain any further option to extend as provided in this Lease Rider.

2.1.2 The Base Rent will be determined as set forth below, but in no event will it be less than the Base Rent payable for the 12-month period immediately preceding the current expiration date of the Lease Term; and

2.1.3 Landlord will have no obligation to perform any alterations or tenant improvements or other work in the Premises and Tenant shall continue possession of the Premises in its "as-is," "where-is," and "with all faults" condition.

2.2 The exercise of the option set forth in this Lease Rider will only be effective on, and in strict compliance with, the following terms and conditions:

2.2.1 Notice of Tenant's exercise of the option (the "**Extension Notice**") must be given by Tenant to Landlord no earlier than 15 months and no later than nine months before the expiration date of the Lease Term. **TIME WILL BE OF THE ESSENCE AS TO THE EXERCISE OF ANY ELECTION BY TENANT UNDER THIS LEASE RIDER.**

2.2.2 At the time of Tenant giving Landlord notice of its election to extend the Lease Term and on the expiration of the Lease Term, this Lease will be in full force and effect, Tenant shall not be in default under any of the terms, covenants, and conditions of this Lease beyond any applicable grace period, and Tenant's financial condition must be equal to or better than its financial condition on the Date of this Lease.

2.2.3 The rights granted to Tenant under this Lease Rider are personal to the original named Tenant in this Lease and may not be assigned or exercised by anyone other than such Tenant and only while such Tenant is in possession of the entire Premises.

2.3 The Base Rent will be a sum equal to the fair market renewal rental value of the Premises for the extended Lease Term, based on and taking into account the rentals at which extensions or renewals of leases are being concluded for comparable space and comparable buildings in the Sanford, Florida area at that time and for such a term and taking into account the terms and conditions of this Lease and anticipated inflation during the extended Lease Term (the "**Fair Market Rental Value**" or the "**Value**").

2.4 Within thirty (30) days after receipt of the Extension Notice, Landlord shall advise Tenant of the applicable Fair Market Rental Value for the extended Lease Term.

2.5 All options to extend the Lease Term as set forth in this Lease Rider will be null and void if Landlord and Tenant enter into any agreement extending the Lease Term on terms different than those set forth in this section.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Lease Rider has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

WITNESSES:

Signature of Witness 1

Print or type name of Witness 1

Signature of Witness 2

Print or type name of Witness 2

LANDLORD:

SANFORD AIRPORT AUTHORITY, a special district of the State of
Florida

By: _____

_____, Chairperson or President & CEO

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and legal
sufficiency.

County Attorney

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

EXHIBIT "A"

LEGAL DESCRIPTION AND/OR SKETCH OF THE PREMISES



EXHIBIT "B"

DESCRIPTION OF THE PROJECT

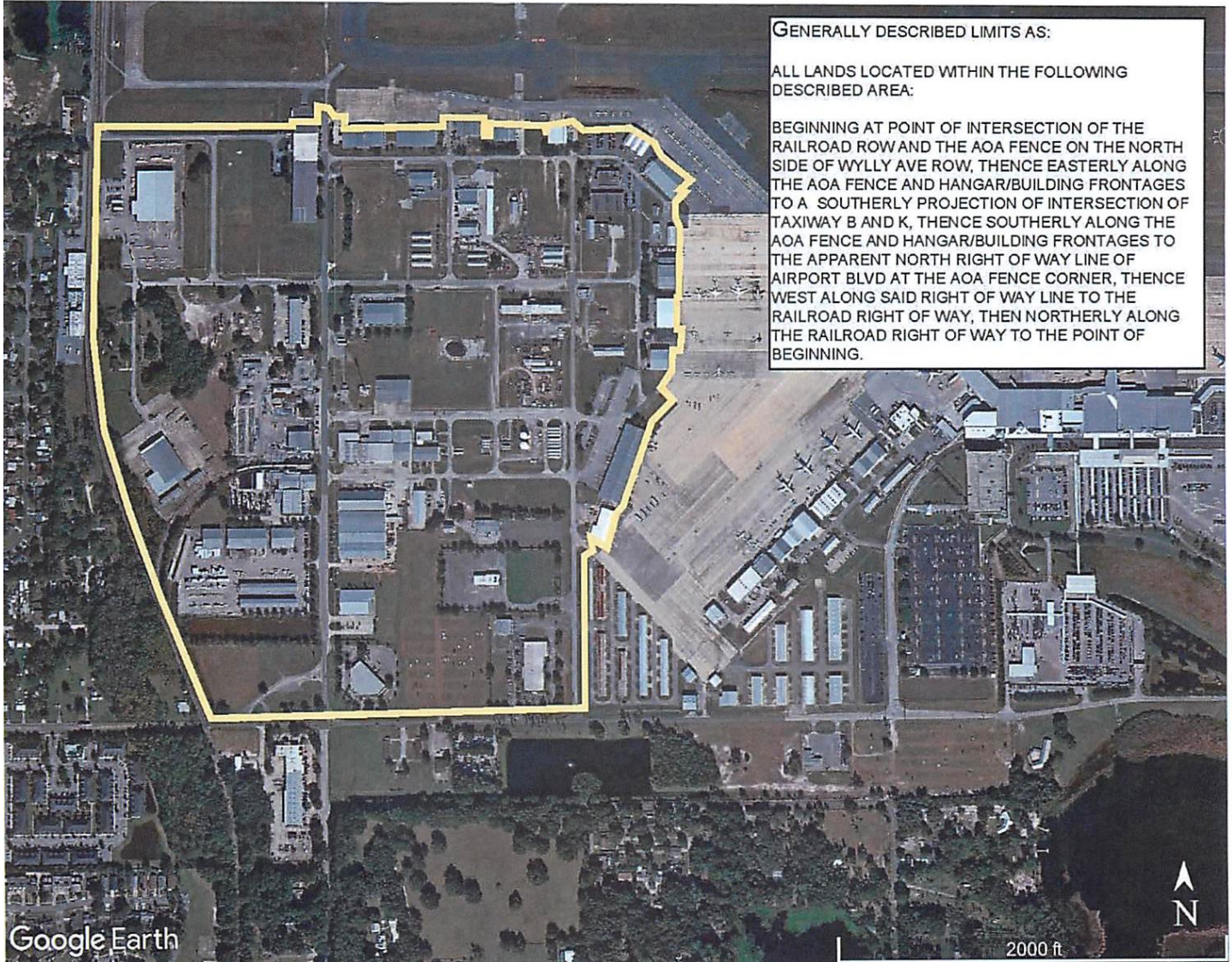


EXHIBIT "C"
Sanford Airport Authority
Environmental Protection Policy
Lease 2023-064

The Sanford Airport Authority recognizes and strongly supports protection of the environment and adherence to federal, state and local laws, regulations and policies enacted for the protection and enhancement of the natural environment.

It shall be the policy of the Sanford Airport Authority to hold the tenant or user of the airport property responsible for environmental hazards or liability created by their activity at the Airport. Such liability includes, but is not limited to, fines, legal fees, consultant fees and all other costs required to operate or bring into compliance any activity, use or occupancy of Airport property which creates an environmental violation or hazard. Tenant specifically agrees to be responsible to the Authority for all matters stated herein.

With promulgation of this policy, it is clearly the intent of the Sanford Airport Authority to support and enhance responsible industrial activities which may incidentally create low risk, low volume quantities of environmentally hazardous or toxic materials. All such activities shall be reviewed on a case by case basis and continuously monitored by the tenant and the Authority. Such activities would generally include:

- 1) Proper handling and storage of oils, fuels, lubricants or equivalent products.
- 2) Permitted handling and storage of solvents, cleaners, paints and related cleaners.
- 3) Regulated storage of explosives and or related products.

Any proposed use of Airport property for handling of high risk or high volume hazardous or toxic materials will be reviewed on a case by case basis and may be disapproved if deemed incompatible with Airport needs, standards or goals. Such higher risk or higher volume activities could include:

- 1) Handling or use of radioactive materials.
- 2) Dumping on Airport property.
- 3) Waste incineration on Airport property.
- 4) Hazardous or toxic waste storage on Airport property.

All tenants or users of Airport property who are involved in the use, storage, manufacture or recycling of regulated materials or substances are required to be insured in order that the Sanford Airport Authority and the City of Sanford are indemnified against environmental risk. The required insurance shall be determined by the Authority and must effectively address the comprehensive potential loss created by the user or tenant activity. At the Authority's discretion, the tenant may be asked to substitute a cash deposit, letter of credit or bond in lieu of insurance. Limits of insurance coverage or deposits may be adjusted from time to time at the sole discretion of the Authority.

In addition to insurance or deposit covering financial loss, the Authority independently may also require the development of an emergency plan which covers the Airport tenant's or user's action in the event of an environmental emergency.

It shall be the ongoing responsibility of each tenant or user of Airport property to maintain all required insurance, licenses, records, permits or training standards in line with all applicable governmental requirements. All insurance shall provide a one hundred and twenty (120) days prior notice of non-renewal to the Sanford Airport Authority and loss of required licenses to operate shall be deemed just and sufficient cause to terminate the lease or use of the Airport. Sixty (60) days prior to non-renewal or cancellation of any environmental insurance policy, the Authority may commence clean-up activities thereunder or utilize such deposits or insurance proceeds as may be available to bring an offending activity into compliance.

ACKNOWLEDGED AND AGREED TO THIS ____ DAY OF _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and legal
sufficiency.

County Attorney

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20__, regular meeting.

EXHIBIT "D"

TENANT IMPROVEMENTS

1. **Tenant's Work.** Tenant shall, at its sole cost and expense, perform all work necessary or desirable for Tenant's occupancy of the Premises (the "**Tenant's Work or Improvements**"). Prior to performing any Tenant Improvements, Tenant shall furnish to Landlord, for Landlord's written approval, two (2) complete permit sets (final construction drawings) of plans and specifications for the Tenant's Work (the "**Plans**"). The Plans must include the following: fully dimensioned architectural plan; electric/telephone outlet diagram; reflective ceiling plan with light switches; mechanical plan; furniture plan; electric power circuitry diagram; plumbing plans; all color and finish selections; all special equipment and fixture specifications; and fire sprinkler design drawings. Tenant shall submit the approved Plans to applicable building authorities for permit within five (5) days following Landlord's approval and Tenant shall thereafter diligently pursue obtaining its building permits. The Plans must be prepared by a licensed architect and the electrical and mechanical plans must be prepared by a licensed professional engineer. The Plans must be produced on CAD. The architect and engineer will be subject to Landlord's approval, which Landlord shall not be unreasonably withhold. The Plans must comply with all applicable laws, ordinances, directives, rules, regulations, and other requirements imposed by any and all governmental authorities having or asserting jurisdiction over the Premises. Landlord shall review the Plans and either approve or disapprove them within a reasonable period of time. If Landlord disapproves them, then Tenant shall make any necessary modifications and resubmit the Plans to Landlord in final form within ten (10) days following receipt of Landlord's disapproval of them. Tenant shall thereafter diligently pursue obtaining its building permits for the Tenant's Work. The approval by Landlord of the Plans or any similar plans and specifications for any other improvements or the supervision by Landlord of any work performed on behalf of Tenant does not and will not: (a) imply Landlord's approval of the quality of design or fitness of any material or device used; (b) imply that the Plans are in compliance with any codes or other requirements of governmental authority; (c) impose any liability on Landlord to Tenant or any third party; or (d) serve as a waiver or forfeiture of any right of Landlord.

Tenant's Work must be constructed by a general contractor selected and paid by Tenant and approved by Landlord. The general contractor shall obtain a payment and performance bond in form complying with Section 713.23, Florida Statutes. A copy of the bond, the contractor's license(s) to do business in the jurisdiction(s) in which the Premises are located, the fully executed contract between Tenant and the general contractor, the general contractor's work schedule, list of all subcontractors, and all building or other governmental permits required for the Tenant's Work must be delivered to Landlord before commencement of the Tenant's Work. Tenant shall cause the Tenant's Work to be completed promptly and with due diligence. Unless approved by Landlord in its sole discretion, Tenant shall not have access to the Premises for the commencement of the Tenant's Work until Tenant and its vendors and contractors have obtained all governmentally required permits for Tenant's Work. Tenant's Work must be performed in accordance with the Plans and must be done in a good and workmanlike manner using new materials in accordance with building standards. All work must be done in compliance with all other applicable provisions of this Lease and with all applicable laws, ordinances, directives, rules, regulations, and other requirements of any governmental authorities having or asserting jurisdiction over the Premises, including the making of any alterations or improvements to the Premises that are required to comply with the ADA. Tenant shall pay any impact, utility, or similar fees or assessments (including sales taxes) arising from the Tenant's Work or occupancy. Before the commencement of any work by Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of builder's risk, commercial general and auto liability, and workers' compensation insurance complying with the requirements for contractors set forth in the Alterations section of this Lease, or as otherwise required by Landlord. Any damage to any part of the Premises that occurs as a result of Tenant's Work must be promptly repaired by Tenant.

2. **Compliance.** Tenant shall also ensure compliance with the following requirements concerning construction, including all future Alterations:

2.1 Tenant and all construction personnel shall abide by Landlord's job site rules, requirements, and regulations (whether supplemental or additional to the requirements set forth in this Lease), and fully cooperate with Landlord's construction representatives in coordinating all construction activities, including rules and regulations concerning working hours, parking, and use of the construction elevator, if applicable.

2.1.1 Tenant will be responsible for cleaning up any refuse or other materials left behind by construction personnel at the end of each work day.

2.1.2 Tenant shall deliver to Landlord all forms of approval provided by the appropriate local governmental authorities to certify that the Tenant Improvements have been completed and the Premises are ready for occupancy, including original

building permit and a final, unconditional Certificate of Occupancy or its equivalent, including a Certificate of Completion or Certificate of Final Inspection.

2.1.3 At all times during construction, Tenant shall allow Landlord access to the Premises for inspection purposes. On completion of the Tenant Improvements, Tenant's general contractor shall review the Premises with Landlord and Tenant and secure Landlord's and Tenant's acceptance of the Tenant Improvements.

2.1.4 Workers shall provide their own temporary toilet facilities, trash facilities, water coolers, and construction materials dumpsters and shall locate them along with any construction trailers or field offices in areas specifically designated by Landlord.

2.1.5 Any work that may disturb other tenants (including welding, cutting torch, drilling or cutting of the concrete floor slab or temporary interruption of any utility service and painting or spraying of chemicals, varnishes, lacquers, finishes, or paint), shall only occur before or after normal business hours and as otherwise specified by Landlord.

2.1.6 The contractor shall make all utility connections, furnish any necessary extensions, and promptly and professionally remove such connections and extensions on completion of work.

2.1.7 Any work that will involve the draining of a sprinkler line or otherwise affect the building's fire sprinkler system must be approved by Landlord in advance. In all instances where this is done, the system must not be left inoperable overnight or over a prolonged period.

2.1.8 All equipment installed must be compatible with the base building fire alarm system and the contractor shall perform work related to any connection to the base building fire alarm system only after proper notification to Landlord and on an after-hours basis. Any disruption to the existing fire alarm system or damage as a result of contractor's work will be the sole responsibility of Tenant.

2.1.9 All additional electrical circuits added to existing electrical panels or any new circuits added to new electrical panels must be appropriately labeled as to the area or equipment serviced by the circuit in question. Any electrical panel covers removed to facilitate installation or connection must be reattached.

2.1.10 All workers must stay in their designated work areas and the use of radios, loud music, alcoholic beverages, narcotics, or smoking of any kind is prohibited, whether electronic or otherwise.

2.1.11 Any roof opening required at the Premises must be performed by Landlord's roofing contractor, at Tenant's expense. Such openings include supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve such roof opening request if it may affect the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.

2.1.12 Tenant shall deliver copies of all Notices to Owner received from subcontractors, vendors, trade contractors and all others giving Notice to Owner under applicable Construction Lien Law within five (5) days of receipt of such notices.

2.1.13 Upon completion of the Tenant Improvements Tenant shall also deliver to Landlord two (2) complete copies of each of the following: (a) "as-built" construction documents in PDF file format on CDs; (b) general contractor's one-year warranty and subcontractor warranties, as well as factory warranties on equipment installed; (c) fire sprinkler system permit set of drawings (if required by governmental authorities); (d) final payment application from general contractor; (e) final releases of lien from Tenant's general contractor and all lienors giving notice as defined in the Florida Construction Lien Law (in form required by Landlord) and a final contractor's affidavit from the general contractor in accordance with the Florida Construction Lien Law, indicating all "lienors" have been paid in full; and (f) documentation from the applicable governmental agency evidencing that all final inspections have been completed and all building and other governmental permits have been closed and evidence that any Notice of Commencement filed in connection with the Tenant Improvements has been duly terminated in accordance with the requirements of Florida Construction Lien Law.

3. If Tenant engages Landlord, or its agent or contractor to supervise the performance of Tenant's Work and any Alterations, then Tenant shall pay to Landlord an amount equal to 5% of the cost of the work, as a supervisory fee.

ADDENDUM C TO LEASE NO.: 2003-17

Lease No. 2003-17 between the SANFORD AIRPORT AUTHORITY ("LESSOR") and SEMINOLE COUNTY ("LESSEE"), dated June 3, 2003, is renewed for a period of five (5) years to commence on April 1, 2019 and ending on March 31, 2024, under the terms and conditions set forth in this Lease as previously amended, subject to the following changes:

1. Effective April 1, 2019, Section 3A of the Lease is amended to the following:

3. RENTAL:

A. LESSEE agrees to pay to the LESSOR as rent, for the use of the demised premises and facilities, for and during the term commencing April 1, 2019, the annual and monthly sums, calculated as follows:

| | | |
|-----------------|--------------------------------|---------------------|
| Building | 18,168 sf @ \$7.87 sf = | \$142,982.16 |
| Service | 18,168 sf @ \$2.17 sf = | \$ 39,424.56 |
| | Total Amount = | \$182,406.72 |
| | Monthly = | \$ 15,200.56 |

Plus applicable state and local taxes. Monthly rental payments will be due and payable on the first of the month, without demand, and will be considered overdue after 5:00 PM on the tenth of the month. A service charge of \$29.00 or 1.5% per month (18% per annum), whichever is greater, will be assessed on overdue balances. Rents are defined to include all building and land rents, late fees, taxes, attorney fees, and any other monetary obligation from LESSEE to LESSOR under this lease agreement, including any advances made by LESSOR, whether in the form of labor, services, materials or cash.

- 2 Effective April 1, 2019, the date of April 1, 2015 in Section 3B of the Lease is amended to April 1, 2020.

3. Except as modified in this Addendum C, all terms and conditions of this Lease remain in full force and effect for the term of this Renewal, as originally set forth in this Lease, as previously amended.

4. This Addendum C is to be affixed to and become a permanent part of Lease No. 2003-17 between the SANFORD AIRPORT AUTHORITY and SEMINOLE COUNTY.

[Balance of this page intentionally blank; signatory page begins on Page 2.]

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) counterparts for the purposes expressed above this 5th day of March, 2019.

FOR THE LESSOR

SANFORD AIRPORT AUTHORITY

Jon A. Hunt
Witness

By: [Signature], Chairman

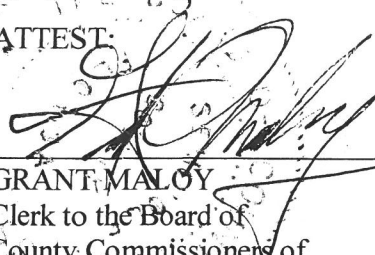
[Signature]
Witness

Attest: Diane H. Crews
President/CEO

[Balance of this page intentionally blank; signatory page continues on Page 3.]

FOR THE LESSEE

ATTEST:


GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:



BRENDA CAREY, Chairman

Date:

3-26-2019

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.


County Attorney

As authorized for execution by the Board of
County Commissioners at its March 26,
2019, regular meeting.

DGS/dre

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ADDENDUM B TO LEASE NO.: 2003-17

Lease No. 2003-17 between the SANFORD AIRPORT AUTHORITY and SEMINOLE COUNTY, dated June 3, 2003, is renewed for a period of five (5) years to commence on April 1, 2014 and ending on March 31, 2019, under the terms and conditions set forth therein, subject to the following changes:

- 1) Paragraph 3 is deleted in its entirety and replaced with the following language:

3. RENTAL

A. LESSEE agrees to pay to the LESSOR as rent, for the use of the demised premises and facilities, for and during the said term hereof, the annual and monthly sums, calculated as follows:

| | | |
|-----------------|--------------------------------|---------------------|
| Building | 18,168 sf @ \$7.35 sf = | \$133,534.80 |
| Service | 18,168 sf @ \$2.03 sf = | \$ 36,881.04 |
| | Total Amount = | \$170,415.84 |
| | Monthly = | \$ 14,201.32 |

Plus applicable state and local taxes. Monthly rental payments shall be due and payable on the first of the month, without demand, and shall be considered overdue after 5:00 PM on the tenth of the month. A service charge of \$29.00 or 1.5% per month (18% per annum), whichever is greater, will be assessed on overdue balances. Rents are defined to include all building and/or land rents, late fees, taxes, attorney fees or any other monetary obligation from LESSEE to LESSOR under this lease agreement, including any advances made by LESSOR, whether in the form of labor, services, materials or cash.

B. On April 1, 2015 and on each April 1st of each subsequent year of this renewal term, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index; whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. This adjustment to the annual rent is calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one hundred percent (100%), plus (ii) the percentage increase in the CPI during the prior year; provided, however, that in no event may such upwardly adjusted annual rent exceed one hundred three percent (103%) of the annual rent for the immediately preceding year and provided that in no event will the new annual rent for any subsequent year be less than the annual rent of the immediately preceding year. It is LESSOR's responsibility to calculate these adjustments timely and provide written notice of the adjusted rent to LESSEE.

C. In addition thereto, during the term of this Lease and any renewal or extension thereof, LESSEE shall pay any and all taxes, assessments, or levies of any and every kind or nature charged, levied or assessed against the leased premises, or upon or against any items of personality, equipment, fixtures, or improvements thereon, each and every when due payable

according to law, before any thereof become delinquent and before any interest attaches. Nothing herein contained shall prevent the LESSEE from contesting the validity of any taxes or assessments levied against said land or other property; provided that in the event LESSEE contests any such taxes or assessments, upon demand by LESSOR, LESSEE shall give to LESSOR adequate security against loss by reasons of such contest. In the event the authority levying, assessing or charging any of the taxes, levies or assessments referred to herein does not forward the notice of such taxes, levies or assessment directly to the LESSEE, the LESSOR shall deliver such notice to LESSEE ten (10) days after the LESSOR receives the same.

2) In Paragraphs 6.Q and 8.C, the word "insure" is changed to "ensure."

3) The last sentence of Paragraph 17.A is deleted and replaced with the following:

In this regard all policies must list the Sanford Airport Authority and the City of Sanford as additional named insureds to the extent permitted by law.

4) In Paragraph 23, LESSEE's contact information for notices is modified as follows:

Contract and Leasing Coordinator
Facilities Maintenance Division
Public Works Department
205 West County Home Road
Sanford, Florida 32773
Tel: 407-665-5280

5) In Paragraph 26, the words "himself" and "his" are changed to "itself" and "its" respectively.

6) The following provisions are added to Paragraph 30:

I. The provisions in this Lease regarding payment of taxes do not imply an obligation for LESSEE to pay taxes. The parties acknowledge that LESSEE as a governmental entity is generally exempt from the payment of taxes.

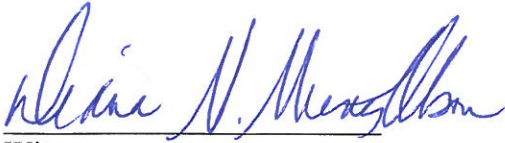
J. All provisions in the Lease for LESSEE to indemnify LESSOR are subject to the limitation of liability set forth in Section 768.28, Florida Statutes (2013), as this statute may be amended from time to time.


7) Except as herein modified, all terms and conditions of this Lease remain in full force and effect for the term of this Renewal, as originally set forth in this Lease.

This Addendum B is to be affixed to and become a permanent part of Lease No. 2003-17 between the SANFORD AIRPORT AUTHORITY and SEMINOLE COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in two (2) counterparts for the purpose herein expressed this 4th day of March, 2014.

FOR THE LESSOR


Witness


Witness

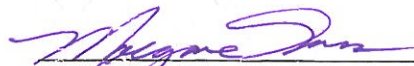
SANFORD AIRPORT AUTHORITY

By: 
Tom Ball, Chairman

Attest: 
Larry A. Dale, President/CEO

FOR THE LESSEE

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.


BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
ROBERT DALLARI, Chairman

Date: 3-11-14

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.


County Attorney

As authorized for execution by the Board of
County Commissioners at its 3/11,
2014, regular meeting.

02/24/14

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ADDENDUM A TO LEASE NO. 2003-17

Lease No. 2003-17 between the Sanford Airport Authority and SEMINOLE COUNTY, dated June 3, 2003, is altered this date, under the terms and conditions set forth therein, subject to the following changes:

- 1) Paragraph 25 (A) is changed to read:

LESSEE shall not at any time sublet or assign this Lease, in whole or in part, or assign any of its rights or obligations hereunder, without the prior approval of Authority, which approval shall not be unreasonably withheld. In determining whether to grant or withhold its consent to an assignment or sublease, the Authority may consider such factors as it deems to be pertinent, including, without limitation, the net worth and operating experience of the proposed sublessee or assignee, and the use of tax exempt obligations to finance the construction of the Premises. No sublease or assignment shall release LESSEE from any of its obligations under this lease unless the Authority agrees to such release in writing.

- 2) Paragraph 25 (B) is deleted in its entirety.

This Addendum A is to be affixed to and become a permanent part of Lease No. 2003-17 between the Sanford Airport Authority and SEMINOLE COUNTY.

FOR THE LESSOR

Ann Lefford
Witness
Suzanne Cockerham
Witness

SANFORD AIRPORT AUTHORITY
By William Keeler
Chairman
Attest [Signature]
President/CEO

FOR THE LESSEE

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Helen McHovey
Witness

By [Signature]

Deane Mestel
Witness

Attest [Signature]

8-26-03
Date

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carlynn Cole
DEPUTY CLERK

LEASE NO. 2003-17

THIS LEASE is made and entered into this date June 3, 2003, by and between the SANFORD AIRPORT AUTHORITY, a dependent special district of the City of Sanford, Florida, a municipal corporation of Seminole County, Florida, hereinafter called the LESSOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSEE.

WITNESSETH:

For and in consideration of the rents, covenants, agreements and conditions hereinafter reserved, made and entered into, it is agreed, subject to the concurrence of the Federal Aviation Administration, by and between the parties hereto as follows:

The LESSOR, on consideration of the rents, covenants, agreements and conditions hereinafter reserved, made and entered into, on the part of said LESSEE, to be paid, performed and observed, has leased and does by these presents demise, lease and rent unto LESSEE and LESSEE does hereby hire of and from LESSOR, the land, buildings and facilities lying and being in the County of Seminole, State of Florida, and being a part of the premises usually known and designated as the Orlando Sanford International Airport property, said real property, and the appurtenances thereto, being specifically described as follows:

18,168 sf office/warehouse building, to be constructed by LESSOR and located at 1500 E. Airport Boulevard, Sanford, FL 32772 ("Premises"), and as more fully shown on Exhibit A attached hereto.

1. TERM OF LEASE

This Lease shall have a ten (10) year term, commencing on the date of issuance of the certificate of occupancy for the above described building ("Premises") ("Commencement Date"), upon the terms, conditions, covenants and stipulations herein set forth. On the Commencement Date, LESSOR shall deliver Premises for possession by LESSEE, which Premises shall have been improved in a good and workmanlike manner substantially in accordance with Exhibit A. LESSEE shall, within five (5) business days after Commencement Date, prepare a punchlist (to be signed by both LESSOR and LESSEE) of all items to be completed and/or corrected (the "Punchlist Items") based on LESSEE's inspection of the Premises with LESSOR or LESSOR's representative(s) within said five (5) business day period. LESSOR shall correct the Punchlist Items within thirty (30) days after the Commencement Date, or within such time as is reasonable, if the Punchlist Items cannot reasonably be corrected within said thirty (30) day period.

2. OPTIONS TO RENEW

Subject to the restrictions contained in Section 332.08(3), Florida Statutes, and subject to the terms of the City Airport Lease between the LESSOR and the City of Sanford, FL, dated August 13, 1996, as amended, the LESSEE shall have the right and option to extend this Lease for two (2) successive terms of five(5) years each, commencing at the expiration of the initial term of this Lease. The option to renew may be exercised by LESSEE, at LESSEE'S option at any time after the

Commencement Date, provided that LESSEE is in full compliance with all the covenants and agreements contained herein, and gives written notice of its election to exercise the option to extend at least two (2) months prior to the end of the current lease term, upon such terms and conditions as are contained in this lease except that: a) the rent payable during any extended term shall be the fair rental value of the Premises as determined by the LESSOR, provided the annual amount of increase shall not exceed 3% each year; and b) that the LESSOR may include as additions or exclude as deletions such provisions as are customarily in LESSOR'S standard lease then in effect during the year prior to the renewal date. LESSOR covenants, that upon payment by the LESSEE of the rents hereinafter reserved and upon the full performance of or compliance with all the covenants and agreements by LESSEE on its part to be performed and complied with hereunder, the LESSEE shall peaceably have and enjoy the Premises, appurtenances, facilities, rights and privileges in accordance with the terms hereof.

3. RENTAL

A. LESSEE agrees to pay to the LESSOR as rent, for the use of the demised premises and facilities, for and during the first five (5) years of the Lease term, the annual and monthly sums, calculated as follows:

| | | |
|-----------------|--------------------------------|----------------------|
| Building | 18,168 sf @ \$6.65 sf = | \$ 120,817.20 |
| Services | 18,168 sf @ \$1.44 sf = | \$ 26,161.92 |
| | Total Annual = | \$ 146,979.12 |
| | Monthly = | \$ 12,248.26 |
| | Total Monthly = | \$ 12,248.26 |

plus applicable state and local taxes. Monthly rental payments shall be due and payable on the first of the month, without demand, and shall be considered overdue after 5:00 PM on the tenth of the month. A service charge of \$29.00 or 1.5% per month (18% per annum), whichever is greater, will be assessed on overdue balances. Rents shall be defined to include all building and/or land rents, late fees, taxes, attorney fees or any other monetary obligation from Lessee to Lessor under this lease agreement, including any advances made by Lessor, whether in the form of labor, services, materials or cash.

B. The rent shall be adjusted annually in years six (6) to ten (10) of the Lease term by three percent (3%), effective upon the Lease anniversary date.

C. In addition thereto, during the term of this Lease and any renewal or extension thereof, LESSEE shall pay any and all taxes, assessments, or levies of any and every kind or nature charged, levied or assessed against the leased premises, or upon or against any items of personalty, equipment, fixtures, or improvements thereon, each and every when due and payable according to law, before any thereof become delinquent and before any interest attaches. Nothing herein contained shall prevent the LESSEE from contesting the validity of any taxes or assessments levied against said land or other property; provided that in the event LESSEE contests any such taxes or assessments, upon demand by LESSOR, LESSEE shall give to LESSOR adequate security against loss by reasons of such contest. In the event the authority levying, assessing or charging any of the taxes, levies or assessments referred to herein does not forward the notice of such taxes, levies or assessments directly to the LESSEE, the LESSOR shall deliver such notice to LESSEE ten (10) days after the LESSOR receives the same.

4. IMPROVEMENTS AND ALTERATIONS

A. LESSEE acknowledges that it has examined the building plans herein attached and accepts the same, without obligation on the part of LESSOR to make any improvements, modification, repair or otherwise, that are not on said plans. Upon the express written consent of the President/CEO and the concurrence of the Federal Aviation Administration, or its successors, LESSEE may make such alterations, improvements or additions to the demised premises as it deems necessary, at its sole expense, provided, however, that any such alteration, addition, or improvement shall be so made and conducted as to meet all requirements of LESSOR, State and the Federal Aviation Administration, or its successors. Any such improvements which shall be erected or constructed in accordance herewith shall be made and done only under the supervision of LESSOR and at all stages of construction and at all times shall be subject to LESSOR'S approval. All such improvements to the freehold, hereinafter made or placed on the demised premises by LESSEE shall immediately upon being made or placed thereon become the property of LESSOR and shall remain upon and be surrendered with the demised premises as a part thereof at the termination, by lapse of time or otherwise, of the term hereby granted; and the LESSEE shall not enter into any agreement whatsoever, nor do or permit the doing of anything which would grant, constitute or impose any title to or lien upon any such building or other improvements, prior or superior to the title thereto of LESSOR. LESSEE further covenants and agrees that in making or constructing any such improvements, that the LESSEE shall and will save the LESSOR harmless from injury and damage to any person, firm or corporation whatsoever in the making or construction of such improvements; and further, the LESSEE covenants and agrees that within thirty (30) days after the completion of all such improvement that it will duly pay and discharge all the costs of the same for materials, labor, fees and every item of expense or cost in connection with the same, and that it will not permit the filing of any labor, materialmen's or other liens against said property, and if any such lien or liens should be filed, the LESSEE does hereby save harmless the LESSOR of and from all damages, costs and expenses in regard to the same, and will also forthwith cause the same to be removed from the public records, it being expressly and distinctly understood that the LESSOR shall not be responsible for nor liable for in any way or manner whatsoever, any of the costs, charges, or expenses in any way connected with such construction or improvement, and the property and estate of the LESSOR shall not be bound or liable therefor. All construction shall be in accordance with all existing provisions of the City of Sanford Building Code, Fire Code, Plumbing Code, and Electrical Code, and all LESSOR, City, County, State and Federal Aviation Administration Codes, ordinances, laws, rules or regulations, in force and effect at the time of said construction and the LESSEE shall allow the LESSOR to inspect the Premises during said construction at any reasonable time to determine if said construction meets the requirements of said codes, ordinances, laws, rules or regulations.

B. LESSEE may, at its own cost and expense, and after approval by the President/CEO, install or erect any fixtures, equipment, machinery, or other appurtenances which it may deem necessary or desirable for the conduct of its business and shall have the right at any time during the term hereof, or any renewal or extension thereof, and for thirty (30) days after the termination hereof, to remove any personal property, trade fixtures, equipment or machinery installed or placed by it, in, on, or about the demised premises, provided that the same can be removed without substantial damage to the freehold, and provided further that LESSEE shall repair, at its own expense, any damage occasioned by such removal, provided, further that any such removal shall be subject to any valid lien which the LESSOR may have on any such property for unpaid rents or fees.

5. RIGHTS OF LESSEE

In addition to the above described property and rights, LESSOR does hereby grant unto LESSEE, the following rights and privileges on and in connection with the property hereby demised, and the property and improvements of the LESSOR known as the Orlando Sanford International Airport, as more particularly hereinafter set forth:

A. Use of Airport

The reasonable use by LESSEE, its employees, passengers, guests, patrons and invitees, in common with other duly authorized users of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or which may hereafter be provided for common or public use at or in connection with said Airport.

B. Specific Rights at Airport

In addition to all rights elsewhere in this agreement, the LESSEE shall have the right to use the Airport for the following specific purpose:

(1) **Office/Warehouse**

NO OUTSIDE STORAGE PERMITTED

(2) The installation and operation of identifying signs on the leased premises, provided the location and general type and design thereof is approved by the President/CEO of LESSOR, which approval shall not be unreasonably withheld.

(3) The use by the LESSEE and its employees, in common with others, of such vehicular parking space as may be provided by the LESSOR as near as practicable to the premises described herein, without charge to LESSEE or his said employees, provided, however, nothing herein shall be construed as a requirement on LESSOR to provide such vehicular parking space, other than parking space shown on the site plan.

(4) Rights of access which may reasonably be required for ingress and egress to the demised premises for the LESSEE, its employees, guests, patrons, invitees, suppliers of materials and furnishers of service for its equipment, vehicles, machinery and other property, along such routes as may be prescribed by the LESSOR, without charge to the LESSEE or to said persons or property.

(5) The LESSOR represents that it has the right to lease said property and appurtenances, rights and privileges herein granted, and has full power and authority to enter into this Lease in respect thereof subject, however, to the terms, conditions, limitations and requirements contained in or arising out of any and all grant agreements, leases, or other agreements heretofore made between the LESSOR and the United States, or any agency, department, branch, authority or other part or subsidiary thereof, and this Lease is made subject thereto; and the LESSOR covenants, subject to the above limitation, that upon payment by the LESSEE of the rents hereinafter reserved and upon the full performance of and

compliance with all the covenants and agreements by the LESSEE on its part to be performed and complied with hereunder, the LESSEE shall peaceably have and enjoy the premises, appurtenances, facilities, rights and privileges in accordance with the terms hereof.

6. OBLIGATIONS OF THE LESSEE

A. The LESSEE at all times shall obey and promptly comply with all present and future laws and ordinances of the federal government, the State of Florida, and any political subdivision or municipality thereof having jurisdiction of or respecting the condition of the Premises and/or the use made thereof and/or any business conducted thereon or in connection therewith, and with all lawful orders, regulations and requirements of all government authorities or agencies which may have jurisdiction. The LESSEE shall not use the Premises demised hereunder, or permit the same to be used, for any unlawful or immoral purposes, or do in or upon or about said premises, or permit the doing therein or thereon or thereabout, of anything which tends to create a nuisance; and the LESSEE further covenants at all times to obey and promptly comply with all lawful rules and regulations which may from time to time be promulgated by the LESSOR or the Federal Aviation Administration or its successors.

B. The LESSEE shall conduct its operation hereunder in an orderly and proper manner considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

C. The LESSEE shall take all reasonable measures:

- (1) To reduce to a minimum vibrations tending to damage any equipment, structure, building or portion of a building which is on the premises or is a part thereof, or is located elsewhere on the Airport; and
- (2) To keep the sound level of its operations as low as possible.

D. The LESSEE shall within reason, control the conduct, demeanor and appearance of its employees, invitees, and all those doing business with it and, upon objection from any such person, shall immediately take all reasonable steps necessary to remove the cause of objection.

E. The LESSEE shall commit no unlawful nuisance, waste or injury on the premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the premises.

F. The LESSEE shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors.

G. The LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any are installed or located on or in the Premises.

H. The LESSEE shall not overload any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

I. The LESSEE shall not do or permit to be done any act or thing upon the Premises:

- (1) Which will invalidate or conflict with any fire insurance policies covering the Premises at the Airport; or
- (2) Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.

J. The LESSEE shall not keep or store during any twenty- four period flammable liquids within any covered and/or enclosed portion of the Premises in excess of the LESSEE'S working requirements during the said 24-hour period. Any such liquids having a flash point of less than 100 degrees F. shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories and the Fire Chief of the City of Sanford.

K. It is understood by LESSEE that no outside storage is permitted unless the Lease specifically designates an area for that purpose. In this regard, it is specifically understood and agreed that no vehicles and miscellaneous equipment such as campers, boats, recreational vehicles and tractor trailers are to be stored outside on the airport. It is understood that LESSEE will provide, at no cost to LESSOR, a generator, which will be on the Premises.

L. LESSEE will at all times comply with rules, regulations requirements, and instructions regarding the receipt, use, handling, storage, shipment and disposal of all materials, more specifically sewage, industrial, agricultural, thermal, radioactive and/or otherwise hazardous waste as set forth by the United States Environmental Protection Agency, the State of Florida Department of Environmental Regulations, and any and all other regulatory agencies of the federal, state and local governing agencies. LESSEE agrees to install at its own expense air and water pollution control devices if it is determined that LESSEE is the source of or contributes to air, water, or environmental pollution.

M. The LESSEE shall pay for all electrical service, water, sewers and refuse service used anywhere in or about the demised premises, and shall pay the charges made thereof promptly when due.

N. The LESSEE shall, at all times and at its own cost and expense, maintain in a good and safe condition the interior of all buildings and structures now or hereafter placed on the demised premises and the same shall at all times be painted so as to present an attractive appearance, providing for normal wear and tear, all at the sole cost and expense of LESSEE.

O. LESSEE agrees to keep all fixtures pertaining to water, sewer and electrical systems in good order and repairs in conjunction with the Airport Maintenance Department, and agrees that it is liable for any damage to such systems if such damage is due to negligence of the LESSEE.

P. The LESSEE agrees to provide the necessary management and operate the facility in the manner and quality represented and offered to the LESSOR by LESSEE in its proposal and such operation must at all times be acceptable to LESSOR.

Q. All of LESSEE's operational facilities shall be at the sole expense of LESSEE and shall be subject to the general monitoring by the LESSOR to insure the continuing quality of standards expected of similar facilities at other locations.

R. It is mutually understood and agreed that nothing herein contained is intended or shall be construed as in any wise creating or establishing the relationship of co-partners between the parties hereto or as constituting the LESSEE as the agent or representative of LESSOR for any purpose of any manner whatsoever.

S. It is understood that LESSEE shall maintain the leased property in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse, or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconveniences to adjoining properties.

T. That the LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, and/or any other regulations promulgated by proper authority.

U. That the LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

7. OBLIGATIONS OF LESSOR

A. The LESSOR, shall at all times and at its own cost and expense, maintain in a good and safe condition the exterior of all buildings and structures now on the Premises to include doors, windows and painting. The LESSOR shall at all times and at its own cost and expense, make all general maintenance repairs to the exterior of structures and other improvements as may at any time be needed, including air conditioning, heating and sprinkler systems. In addition, LESSOR agrees to provide pest control services, cleaning services for the leased areas three (3) days a week, and to provide the necessary management and labor personnel to perform continuing maintenance upon the facilities, including related and associated appurtenances, landscaping, grass, and paved area.

8. RIGHTS OF LESSOR

A. The LESSOR expressly reserves the right to further develop or improve any area of the Airport as the LESSOR deems proper, regardless of the desires or views of the LESSEE, and without interference or hindrance.

B. The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and shall keep said Airport and its approaches free

from obstruction and interference for the safe, convenient and proper use thereof by the LESSEE in common with all others entitled to the use thereof.

C. Nothing in this Lease contained shall in any way be construed as preventing, or in any manner inhibiting, the LESSOR from taking such steps as it may deem necessary to insure that the performance of LESSEE in the conduct of its business operation is compatible with the operation of an Airport by LESSOR.

D. The rights of LESSOR hereunder shall be deemed cumulative and shall not be exhausted by one exercise thereof, and shall not exclude any other rights and remedies authorized by law, and no waiver by the LESSOR of any defaults shall operate as a waiver of any future defaults.

E. LESSEE acknowledges that although LESSOR has not entered into an agreement for the exclusive or non-exclusive right of operating various franchises such as vending machines, or auto parking, on the Airport, LESSOR has the right to enter into such a franchise agreement.

F. The LESSOR reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

G. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted in this lease are non-exclusive and the LESSOR reserves the right to grant similar privileges to another lessee or other lesser on other parts of the Airport.

9. CONTROL OVER AIRPORT

The LESSEE, under the terms of this agreement, shall not be in control or possession of said Airport except as to the parts hereof leased exclusively to the LESSEE, and the LESSEE does not assume responsibility for the conduct or operation of the said Airport or for the physical or other conditions of the portions thereof not included within the terms of this Lease. The LESSEE is and shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the LESSOR shall in no way be responsible thereof.

10. IMPOSSIBILITY OF PERFORMANCE OF LESSOR

The LESSOR may, at any time during the term hereof or any renewal or extension hereof, discontinue the operation and maintenance of either or all or any part of the said Orlando Sanford International Airport, or lease or sell the same to the United States of America, the State of Florida, or any agency, branch, bureau, department or subdivision of the same, or any governmental or political subdivision thereof, but in such event, the LESSOR shall use all reasonable efforts to enable the LESSEE to continue its occupancy of the demised premises under the same terms and conditions as provided herein. In the event of the happening of any of the foregoing events, or the closing thereof by order of municipal,

state or federal authorities, so that the said Airport or the building now or hereafter on the leased premises is rendered unusable by LESSEE for the uses and purpose for which leased, this Lease shall be terminated at the option of LESSEE, unless at the time of the happening of any such event, LESSOR shall have established or procured a suitable building for LESSEE, subject to LESSEE'S acceptance, or shall have restored the building now or hereafter upon the leased premises, in either of which cases, this lease shall continue in full force and affect and under the same terms and conditions, and all rents payable by LESSEE shall be abated during the time that said building, as aforesaid, is not operated or available for use by LESSEE.

11. TERMINATION OF LEASE

The LESSEE, in addition to any right of termination or any other right herein given LESSEE, may terminate this lease by giving thirty days written notice to LESSOR, given upon or promptly after the happening of any one of the following events:

(a) Any failure or refusal by the Federal Aviation Administration to permit the LESSEE to conduct its business on the demised premises.

(b) The breach by LESSOR of any of the covenants or agreements contained herein on its part to be kept and performed, and the failure of the LESSOR to remedy such breach for a period of thirty days after receipt of written notice from LESSEE of the existence of such breach.

(c) The inability of LESSEE to use said demised premises continuing for a longer period than thirty days, due to any law or order, rule or regulations of any appropriate governmental authority having jurisdiction over the premises, or with the operation of LESSEE, or due to war, earthquake, or other casualty, provided the negligence or other fault of the LESSEE is not the cause of such inability of the LESSEE to use said Premises and facilities.

In the event that for any of the causes enumerated in paragraphs (a) through (c) above, the said building(s) now or hereinafter upon the demised premises shall become completely unusable by the LESSEE in its operation for a period of more than thirty days, the rental provided for hereunder shall be abated during such time as the same shall remain so unusable by LESSEE.

12. SUBORDINATION. LESSEE agrees that this Lease and all of LESSEE's rights hereunder are and shall remain subordinate to the lien of any leasehold mortgage or assignment of lease which currently or in the future encumbers the Lease or LESSOR's interest therein. LESSEE agrees that after written request from LESSOR, it will execute and deliver to LESSOR an estoppel certificate acknowledging that:

A. This Lease is unmodified and in full force and effect, or if modified, the extent of such modifications;

B. The dates, if any, to which rent payable hereunder has been paid, including any advance payments intended as security hereunder;

C. That no notice has been received by LESSEE of any default which has not been cured, except as to defaults set forth in said certificate;

D. The fact that no rights of first refusal or options to purchase have been exercised;
and

E. The dates of commencement and termination of the Lease term, including any extensions thereof and whether or not options to purchase have been exercised.

13. CONDEMNATION OR EMINENT DOMAIN. If any time during the Lease term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, the LESSOR shall be entitled to and shall receive any and all awards that may be made in such proceeding; and the LESSEE hereby assigns and transfers to the LESSOR any and all such awards that may be made to the LESSEE, except for awards for trade fixtures owned by LESSEE.

The LESSEE shall not be entitled to any payment, except as otherwise provided herein, based, inter alia, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Premises or their use otherwise.

If such proceeding shall result in the taking of the whole or substantially all of the Premises, then this Lease and the term hereof shall terminate and expire on the date of such taking, and the rent and other sums or charges provided in this Lease to be paid by the Lessee shall be apportioned and paid to the date of such taking.

If such proceeding shall result in the taking of less than the whole or substantially all of the Premises, then this Lease shall continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

For the purposes of this paragraph, substantially all of the Premises shall be deemed to have been taken if the portion of the Premises not so taken does not constitute, or cannot be repaired or reconstructed so as to constitute a structure and plot useful by the LESSEE as an entirety for the proper conduct of its activities substantially as they existed prior to the taking.

14. DAMAGES OR DESTRUCTION. If the Premises shall be partially damaged by a casualty insurable under the insurance policy provided by LESSEE, LESSOR shall, upon receipt of the insurance proceeds, repair the same, except for the improvements or alterations made by LESSEE, and for LESSEE's trade fixtures and equipment, and the rent shall be abated proportionately as to that portion of the Premises rendered untenable. In the event LESSOR elects to repair any damage, any abatement of rent shall end five (5) days after notice by LESSOR to LESSEE that the Premises have been repaired. If that portion of the Premises (a) by reason of such occurrence are rendered wholly untenable; or (b) are damaged as a result of a risk which is not covered by insurance; or (c) are damaged to the extent that the cost to repair the same would exceed thirty percent (30%) of the then value of the Premises, then or in any of such events, LESSEE may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and LESSEE

shall vacate and surrender the Premises to LESSOR. If the damage is caused by the negligence of LESSEE or its employees, agents, invitees, or concessionaires and is not covered by insurance, there shall be no abatement of rent.

In the event that the damage to the Premises may reasonably be expected to take longer than forty-five (45) days to repair, LESSEE may terminate this Lease by notice of termination served within thirty (30) days after such event and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the leased Premises to LESSOR, provided that the damage is not caused by the negligence of LESSEE or its employees, agents, invitees, or concessionaires, in which case the LESSEE may not terminate this Lease.

15. DEFAULT

A. Continued performance by the LESSOR under this agreement for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the LESSEE, shall not be deemed a waiver of any right on the part of the LESSOR to terminate this lease for such default. No waiver by the LESSOR of default by the LESSEE of any of the terms, covenants or conditions hereof to be performed, kept and observed by the LESSEE shall be construed to be or act as a waiver by the LESSOR of any subsequent default.

B. If the rent herein provided at any time remains due and unpaid for a space of ten (10) days after same shall become due, the LESSOR may, at LESSOR'S option, consider the LESSEE a tenant at sufferance and LESSOR may immediately re-enter upon said premises and the entire rent for the remainder of the entire term shall at once become due and payable and may forthwith be collected by distress or otherwise.

C. If the LESSEE shall not pay the rent as required herein, or shall fail to keep and perform any other conditions, stipulations or agreements herein contained on the part of the LESSEE to be kept and performed, or if the LESSEE shall suffer to be filed against LESSEE an involuntary or voluntary bankruptcy, or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the premises either in the State Courts, or in the Federal Court, then, and in any of such events, the LESSOR may, at LESSOR'S option, terminate and end this lease and re-enter upon the property, whereupon the term hereby granted, and all right, title and interest in or under it, shall end and the LESSEE become a tenant at sufferance; or else said LESSOR may, at LESSOR'S option, elect to declare the entire rent for the balance of the term, or any part thereof, due and payable forthwith, and may proceed to collect the same either by distress or otherwise, and thereupon said term shall terminate, at the option of the LESSOR; or else the said LESSOR may take possession of the premises and rent the same for the account of the LESSEE, in which event all expenses and costs incurred by LESSOR in connection with such retaking of possession, including all repairs and alterations necessary to make the Premises suitable for another tenant, shall be recoverable by LESSOR from LESSEE. The exercise of any of which options herein contained shall not be deemed the exclusive LESSOR'S remedy; the expression "entire rent for the balance of the term" as used herein shall mean all of the rent prescribed to be paid by the LESSEE unto the LESSOR for the full term of this lease; less, however, any payments that have been made on account of and pursuant to the terms of this lease.

D. The cessation of business operations on the Premises, without the prior written consent of LESSOR, for a period of thirty (30) consecutive days, shall be an event of default.

E. LESSEE hereby waives the benefit of all exemption laws and further agrees to pay all reasonable attorney's fees to LESSOR'S attorney for all services performed by said attorney in acting upon any default defined in this lease agreement, together with any and all legal costs incurred in protecting LESSOR from said default. The rights of the LESSOR shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights or remedies provided by the LESSOR under the terms of this lease agreement or authorized by law.

16. SURRENDER

The LESSEE shall yield and deliver possession of the demised premises to the LESSOR at the termination of this Lease, by expiration of time or otherwise, or of any renewal or extension hereof, in good condition, excepting only reasonable wear and tear, fire or other casualty, and the LESSEE shall have the right at any time during said term, or any renewal or extension hereof, and for thirty days after the termination hereof, to remove its property therefrom as hereinbefore stated.

17. INSURANCE

A. The LESSEE shall and will indemnify and save harmless the LESSOR, as may be allowed by law, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, of any kind and nature arising or growing out of or in any way connected with the use, occupancy, management and control of the demised premises, or the use or occupation thereof by the LESSEE, or its agents, servants, employees, customers, patrons or invitees, or arising out of or in any way connected with the operation or conduct of any business or businesses of the LESSEE of the demised premises, or the use or occupation thereof by the LESSEE, or its agents, servants, employees, customers, patrons or invitees, or arising out of or in any way connected with the operation or conduct of any business or businesses of the LESSEE conducted upon or about said premises, or said airport, or arising out of or in any way connected with any act of omission of the LESSEE or its agents, servants, employees, customers, patrons or invitees, whether on the demised premises or on or about said airport, or resulting from injury or damages to personal property, or loss of life, or property of any kind or nature whatsoever sustained during the term hereof, on or about the demised premises, or in or about said airport (except for injuries, damages, or claims which are the result of the primary negligence of the LESSOR, or for which the LESSOR is legally, directly, and primarily liable), and the LESSEE shall, at its own cost and expense, promptly procure and pay for and at all times maintain a policy or policies of insurance in a company or companies acceptable to the LESSOR, protecting and insuring the LESSOR against any and all of the foregoing, with coverage limits of not less than \$500,000 combined single limit bodily injury or property damage to the public; and all such policies of insurance or certificates thereof and all renewals thereof shall be delivered to and held by the LESSOR. In this regard all policies must list the Sanford Airport Authority as an additional named insured.

B. Lessee further agrees to keep all buildings now or hereafter leased to Lessee, title of which are in Lessor, insured against damage or loss in an amount not less than replacement cost of such buildings, the insurance policy or policies to name Lessor as additional insured.

C. Not less than thirty (30) days prior to the effective date of any renewal, the LESSEE shall furnish satisfactory proof to the LESSOR that premiums have been paid. In addition, all insurers shall furnish a certificate assuring the LESSOR that any coverage will not be canceled or otherwise modified without written notice to the LESSOR of at least thirty (30) days. It is further agreed that if LESSEE fails to maintain current and effective insurance as required after having been notified of such insurance cancellation or termination, the LESSEE thereby becomes a tenant by sufferance and the LESSOR shall be entitled to re-enter and retake possession immediately of the structures.

18. RIGHT OF ENTRY

The LESSOR, or its representatives, shall have the right to enter upon said demised premises at any reasonable hour for the purpose of examining the same, or for any other lawful purpose.

19. HOLDING OVER. In the event LESSEE or any other party remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at twice the rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

20. APPLICABLE LAW AND SEVERABILITY. This lease shall be construed under and governed by the laws of the United States of America and the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall to any extent be invalid or enforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. MECHANIC'S LIENS. The parties agree that alteration of the Premises by LESSEE is not a substantial or integral consideration for the execution of this Lease by LESSEE. ANY PERSON OR PERSONS PROVIDING LABOR, OR FURNISHING MATERIALS OR SERVICES TO THE PREMISES AT THE REQUEST OF LESSEE SHALL LOOK SOLELY TO THE INTEREST OF LESSEE IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIM OR LIEN THEREON TO BE PLACED ON THE PROPERTY OR ON LESSEE'S INTEREST THEREIN. Any such claim or lien so filed against the property shall be discharged or transferred to the lien of other security posted by LESSEE within thirty (30) days after receipt of notice thereof by LESSEE.

22. SUCCESSORS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon LESSEE, its successors and assigns, and shall inure to the benefit of LESSEE and only such assigns of LESSEE to whom the assignment by LESSEE has been consented to by LESSOR.

23. NOTICES

Notices to the LESSOR provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Sanford Airport Authority
1200 Red Cleveland Blvd.
Sanford, Florida 32773

and notices to the LESSEE shall be sufficient if delivered in person or sent by overnight mail to the LESSEE at:

Seminole County Support Services
200 West County Home Road
Sanford, FL 32773-6179

or to such other respective address as the parties may designate, in writing, from time to time.

24. FAA

Whenever the term "Federal Aviation Administration" is used in this Lease, it shall be construed as referring to the Federal Aviation Administration created by the Federal Government under the Civil Aeronautics Act of 1938, as amended, or to such other agency or agencies of the Federal Government having, from time to time, similar jurisdiction over airports of the nature to be operated by LESSOR, including, but not limited to, the presently existing Federal Aviation Administration or its successors.

25. ASSIGNMENT OR SUBLETTING

A. LESSEE shall not at any time sublet or assign this Lease, in whole or in part, or assign any of its rights or obligations hereunder, without the prior approval of Authority, which approval shall not be unreasonably withheld. In determining whether to grant or withhold its consent to an assignment or sublease, the Authority may consider such factors as it deems to be pertinent, including, without limitation, the net worth and operating experience of the proposed sublessee or assignee. No sublease or assignment shall release LESSEE from any of its obligations under this lease unless the Authority agrees to such release in writing.

B. For purposes of this section, an assignment shall include any transfer of this Lease by merger, consolidation or liquidation, or by operation of law or if LESSEE is a corporation (except in the case of a LESSEE the stock of which is publicly traded), any change in ownership of or power to vote a majority of the outstanding voting stock of LESSEE from the owners of such stock or those controlling the power to vote a majority of the outstanding voting stock of LESSEE from the owners of such stock or those controlling the power to vote such stock on the date of this lease, or if lease is a limited or general partnership, any transfer of an interest in the partnership which results in a change in the control of such partnership. Notwithstanding the foregoing, a transfer of stock of the LESSEE among its current stockholders or among its current stockholders and their immediate families, or any transfer of stock resulting from the death of a stockholder, a transfer of partnership interests in LESSEE among existing partners or among existing partners and their immediate families, or any transfer of a partnership interest resulting from the death of a partner, shall not be deemed an assignment for purposes of this section.

C. As a prerequisite for giving its consent to a proposed assignment or sublease, the Authority may require, among other things, that it receive, in addition to all rent and other sums due under this lease, fifty percent (50%) of the Net Profit, as defined below, due LESSEE under the assignment or subleases, or such lesser amount as the LESSEE and Authority may agree upon in writing. "Net Profit" shall mean all rent and other consideration due LESSEE under the sublease or assignment in excess of all rent and other consideration required under this lease, but less amortization of the cost of any Improvements to the Premises constructed or installed by LESSEE on a straight line basis over the term of the lease, any reasonable tenant improvement allowance, reasonable brokerage commission and reasonable free rent. Authority's share of the Net Profit shall be paid by LESSEE to Authority upon LESSEE'S receipt of same.

D. LESSEE agrees to reimburse the Authority for its attorneys' fees and costs actually incurred in determining whether to give its consent to any proposed sublease or assignment, whether or not such consent is given, and the negotiation and preparation of any documents with respect to such sublease or assignment.

E. In the event of a proceeding involving LESSEE under the Bankruptcy Code, 11 U.S.C. Section 101 et seq., if this Lease is assumed by LESSEE or its trustee in bankruptcy (after LESSEE or such trustee has cured all existing defaults and given adequate assurance of future performance), then this lease may not be assigned by LESSEE or such trustee to a third party, unless such party; (i) has been approved by Authority; (ii) executed and delivers to Authority an agreement in recordable form whereby such party assumes and agrees with Authority to assume and discharge all obligations of LESSEE under this lease; and (iii) has a net worth and operating experience reasonably acceptable to the Authority.

F. Any assignment or sublease that is not in strict compliance with the terms and conditions of this section shall be void ab initio and shall be of no force or effect whatsoever.

26. DISCRIMINATION

The LESSEE for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

The LESSEE for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no

person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

That in the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the lease and re-enter and repossess said land and facilities therein, and hold the same as if said lease had never been made. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

27. TAXES

All sales or use taxes from time to time levied by lawful authority shall be paid by and the responsibility of LESSEE.

28. AUTHORITY. LESSEE hereby covenants and warrants that (i) LESSEE is a duly authorized and existing political subdivision of the State of Florida; (ii) LESSEE is qualified to do business in the State of Florida; (iii) LESSEE has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the LESSEE is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on LESSEE, enforceable in accordance with its terms.

29. HAZARDOUS WASTE

A. LESSEE warrants that no industrial, toxic or hazardous waste will be disposed in the septic or sewer system, dumpster or any other location on LESSOR's property. Disposal shall be in accordance with all appropriate county, state and federal regulations.

LESSEE further warrants that no industrial, toxic or hazardous waste will be stored on or upon the demised premises without the prior written consent and approval of the LESSOR which under no circumstance will be given absent LESSEE's first obtaining all studies or reports required by the respective local, state and federal governmental agencies, all permits, authorization and licenses required by the respective local, state and federal governmental agencies, and without LESSEE having first obtained, constructed or otherwise provided, at LESSEE's own expense, storage facilities meeting all requirements of all local, state and federal governmental agencies who have jurisdiction.

Should LESSEE's activities on or upon the demised premises result in toxic or hazardous waste contamination of the premises, LESSEE agrees to take full responsibility for the cost of the clean up of the same, and further agrees to indemnify and hold harmless the LESSOR for the same, and to defend LESSOR at the LESSEE's expense in any proceeding arising from, or resulting from, such contamination. LESSEE further agrees to compensate LESSOR for any loss of diminution in value of the demised premises resulting from or arising out of such contamination.

B. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. Pursuant to Section 404.056 (8), Florida.

30. MISCELLANEOUS PROVISIONS

A. The Lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States, relative to said airport property and the operation and maintenance of the airport.

B. The LESSEE shall not at any time use the demised premises or any part thereof for any purpose other than are herein expressly authorized, without the written consent of the LESSOR being first had and obtained.

C. The accumulation of rubbish, trash, rags, cans, grease, food items, gasoline or other combustible materials in or about the buildings will not be tolerated. LESSEE shall keep his area clean at all times and it shall be subject to inspection by the Sanford Airport Authority at any time and if found to be considered a fire or accident hazard, LESSEE shall be so informed and LESSEE shall within two (2) days notice clean the area to the President/CEO's satisfaction.

D. LESSOR has the privilege of showing to a prospective tenant the above described premises for rent at any time within thirty (30) days prior to the expiration of this Lease and during the said time to exhibit the said premises at reasonable hours.

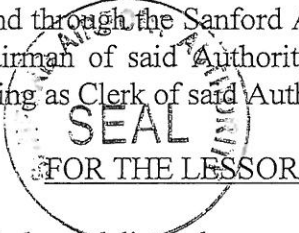
E. The LESSEE agrees to abide by all rules and regulations concerning operational safety, vehicles, fire prevention and related materials as promulgated by the Sanford Airport Authority, copies of which rules and regulations are available to LESSEE in the Office of the President/CEO.

F. Notwithstanding anything contained herein that may be or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR reserves the right to grant similar privileges to another operator or operators on other parts of the airport.

G. LESSEE understands and agrees that there shall be no parking of any tractor, truck, trailer, recreational vehicle or other similar object upon the Sanford Airport except for the express purpose of loading and unloading, and in no event to exceed twenty-four (24) hours consecutively. This prohibition also applies to storage in or upon said objects and LESSEE agrees that LESSOR shall be reimbursed for any expenses associated with the removal of any object in contravention of this subsection.

H. If LESSEE undertakes the construction of any improvements on the leased premises, LESSEE shall provide a payment and performance bond in favor of LESSOR prior to commencing any work, in a form and content acceptable to LESSOR.

IN WITNESS WHEREOF, the LESSEE has caused this instrument to be executed in its name and by its duly authorized Officer, its corporate seal affixed and attested by its Secretary, and the LESSOR, acting by and through the Sanford Airport Authority, has caused this instrument to be executed in its name by the Chairman of said Authority, and attested by the President/CEO, Orlando Sanford International Airport, acting as Clerk of said Authority, on the day and year first above written.



Signed, sealed and delivered
in the presence of:

Ann Lifford
Witness

[Signature]
Witness

SANFORD AIRPORT AUTHORITY

By [Signature]
Chairperson

Attest [Signature]
President/CEO

FOR THE LESSEE

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Dianne M. Besme
Witness

Diana Murket
Witness

By [Signature]
DARYL G. MCLAIN, Chairman

Attest [Signature]
MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County,
Florida

Date: 5-20-03

As authorized for execution by the Board of
County Commissioners at their 13 May,
2003 regular meeting.

Attachments: Exhibit A – Property Description/Site Plan
Exhibit B – Environmental Protection Policy

Exhibit B
Sanford Airport Authority
Environmental Protection Policy
Lease 2003-17

The Sanford Airport Authority recognizes and strongly supports protection of the environment and adherence to federal, state and local laws, regulations and policies enacted for the protection and enhancement of the natural environment.

It shall be the policy of the Sanford Airport Authority to hold the tenant, Lessee or user of the airport property responsible for environmental hazards or liability created by their activity at the Airport. Such liability includes, but is not limited to fines, legal fees, consultant fees and all other costs required to operate or bring into compliance any activity, use or occupancy of Airport property which creates an environmental violation or hazard. Lessee specifically agrees to be responsible to the Authority for all matters stated herein.

With promulgation of this policy, it is clearly the intent of the Sanford Airport Authority to support and enhance responsible industrial activities which may incidentally create low risk, low volume quantities of environmentally hazardous or toxic materials. All such activities shall be reviewed on a case by case basis and continuously monitored by the tenant and the Authority. Such activities would generally include:

- 1) Proper handling and storage of oils, fuels, lubricants or equivalent products.
- 2) Permitted handling and storage of solvents, cleaners, paints and related cleaners.
- 3) Regulated storage of explosives and or related products.

Any proposed use of Airport property for handling of high risk or high volume hazardous or toxic materials will be reviewed on a case by case basis and may be disapproved if deemed incompatible with Airport needs, standards or goals. Such higher risk or higher volume activities could include:

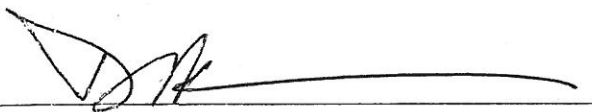
- 1) Handling or use of radioactive materials.
- 2) Dumping on Airport property.
- 3) Waste incineration on Airport property.
- 4) Hazardous or toxic waste storage on Airport property.

All tenants or users of Airport property who are involved in the use, storage, manufacture or recycling of regulated materials or substances are required to be insured in order that the Sanford Airport Authority and the City of Sanford are indemnified against environmental risk. The required insurance shall be determined by the Authority and must effectively address the comprehensive potential loss created by the user or tenant activity. At the Authority's discretion, the tenant may be asked to substitute a cash deposit, letter of credit

or bond in lieu of insurance. Limits of insurance coverage or deposits may be adjusted from time to time at the sole discretion of the Authority.

In addition to insurance or deposit covering financial loss, the Authority independently may also require the development of an emergency plan which covers the Airport tenant's or user's action in the event of an environmental emergency.

It shall be the ongoing responsibility of each tenant or user of Airport property to maintain all required insurance, licenses, records, permits or training standards in line with all applicable governmental requirements. All insurance shall provide a one hundred and twenty (120) day prior notice of non-renewal to the Sanford Airport Authority and loss of required licenses to operate shall be deemed just and sufficient cause to terminate the lease or use of the Airport. Sixty (60) days prior to non-renewal or cancellation of any environmental insurance policy, the Authority may commence clean-up activities thereunder or utilize such deposits or insurance proceeds as may be available to bring an offending activity into compliance.

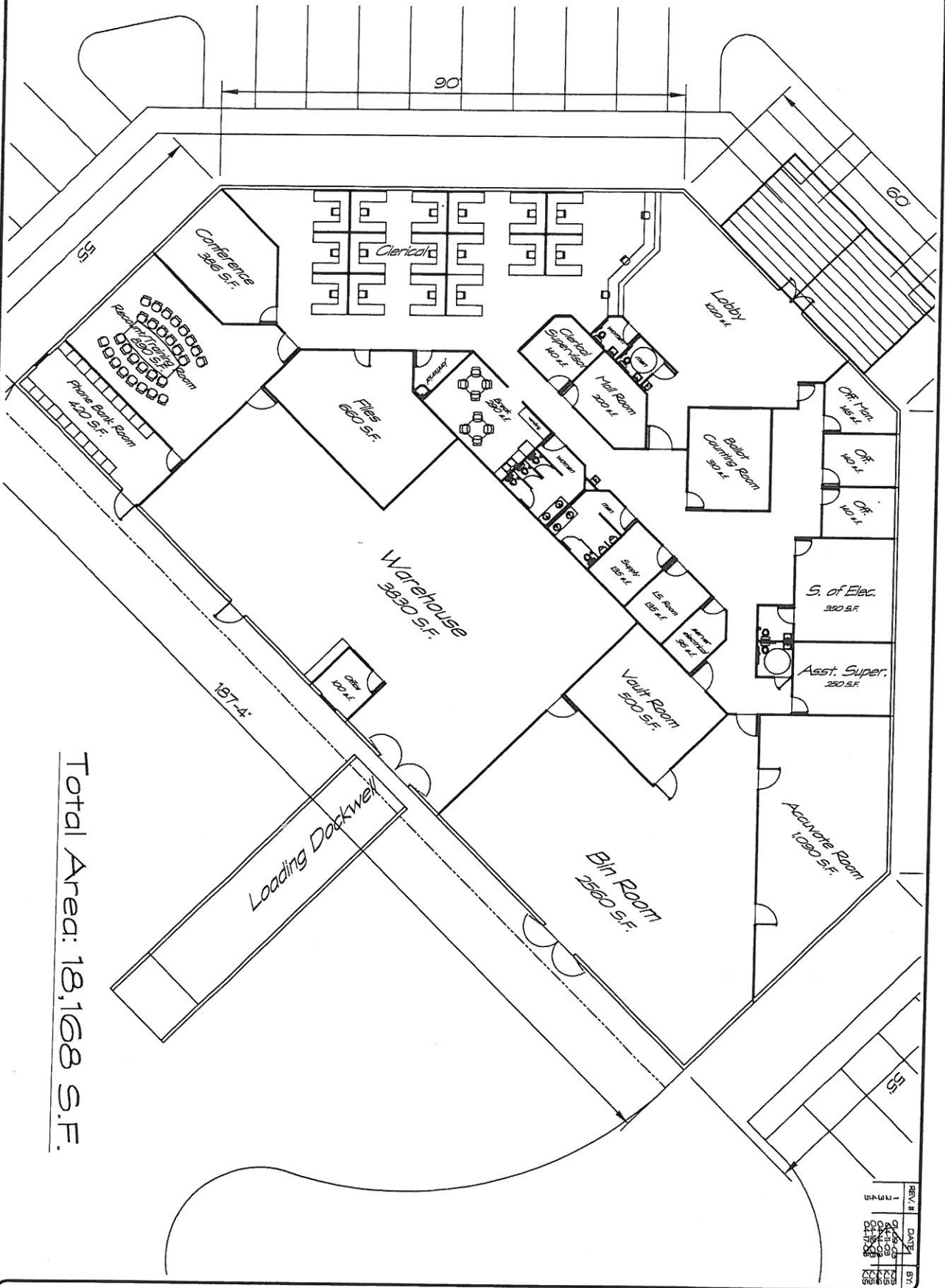


AGREED AND ACCEPTED:

NAME: DARYL G. MCLAIN, Chairman

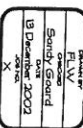
COMPANY: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

DATE: 5-20-03

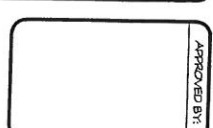


Total Area: 18,168 S.F.

SPACE PLANNING CONCEPT



SUPERVISOR OF ELECTIONS
SEMINOLE COUNTY, FLORIDA
ORLANDO-SANFORD AIRPORT



| REV. # | DATE | BY |
|--------|----------|-----|
| 1 | 04-11-03 | 125 |
| 2 | 04-11-03 | 125 |
| 3 | 04-11-03 | 125 |
| 4 | 04-11-03 | 125 |



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0125

Title:

Approve and authorize the Chairman to execute the Seminole County Government - Edyth Bush Charitable Foundation Partnership Agreement in the amount of \$200,000 for the purpose of strengthening the impact, effectiveness and leadership of Seminole County nonprofit and philanthropic organizations. Countywide (**Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer**)

Division:

Innovation and Strategic Initiatives - Economic Development

Authorized By:

Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer

Contact/Phone Number:

Guilherme Cunha/407-665-2901

Background:

The Edyth Bush Institute is a program of Rollins College Crummer Graduate School of Business.

The Edyth Bush Charitable Foundation will leverage the resources and infrastructure in place at the Edyth Bush Charitable Foundation to aide in the development of nonprofit organizations located in Seminole County. This includes:

- (a) underwriting the Empowering Good program to allow nonprofits to follow a learning journey that covers important nonprofit business topics like fundraising, impact measurement, financial management, risk management, and innovation;
- (b) giving the nonprofits, through their learning coach, the opportunity to apply their learning to where they are in their nonprofit lifecycle;
- (c) working with Seminole County to market the initiative and recruit nonprofit organizations, recruiting and orienting nonprofit coaches and preparing program components including learning management system, program logistics, evaluation, etc.;

- (d) establishing the two separate cohorts of the Empowering Good program in Seminole County with up to 15 unduplicated nonprofits in each;
- (e) providing monthly web conferences with the Economic Development Team sharing information on some of the above mentioned Key Performance Indicators (KPIs);
- (f) providing annually for each year this agreement is in effect, the Edyth Bush Charitable Foundation will provide a verbal report to the Board of County Commissioners.

If approved, the budget will be allocated via Budget Amendment Request (BAR) in March using General Fund Reserves.

Funds are being allocated with consideration of the unexpended FY23 JGI/QTI budgets.


Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute the Seminole County Government - Edyth Bush Charitable Foundation Partnership Agreement in the amount of \$200,000 for the purpose of strengthening the impact, effectiveness and leadership of Seminole County nonprofit and philanthropic organizations.

**SEMINOLE COUNTY/ ROLLINS COLLEGE, PARTNERSHIP
AGREEMENT**

THIS AGREEMENT is effective as of the _____ day of _____, 2024, by and between **SEMINOLE COUNTY**, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and **ROLLINS COLLEGE.**, a Florida not for profit corporation, and hereinafter referred to as "ROLLINS COLLEGE, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP", "ROLLINS COLLEGE", or "PARTNER", whose address is, 1000 Holt Ave #2755, Winter Park, FL 32789.

WITNESSETH:

WHEREAS, it is the policy of COUNTY  to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the expansion of existing industries and businesses within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from such industry or business expansion and relocation within Seminole County is beneficial to the local economy; and

WHEREAS, Seminole County recognizes the significant impact of local nonprofit organizations in the economic prosperity and wellbeing of all Seminole County citizens; and


WHEREAS, PARTNER, through its Edyth Bush Institute for Philanthropy and Nonprofit Leadership and Empowering Good Program ("Program") has strengthened the impact, effectiveness, and

leadership of nonprofit and philanthropic organizations in the region through education and management assistance; and

WHEREAS, Seminole County recognizes the vital role PARTNER plays in providing nonprofits with a learning journey covering important nonprofit business topics like fundraising, impact measurement, financial management, risk management, and innovation; and

WHEREAS, PARTNER's commitment to empowering nonprofit organizations with the tools to have a greater impact in our community aligns with the values of Seminole County, promoting opportunities for growth and economic prosperity for all; and

WHEREAS, PARTNER and COUNTY desire to enter into this Agreement for the purpose of encouraging job growth and economic development in Seminole County; and

WHEREAS, COUNTY has determined that entering into this Agreement with PARTNER will enhance and preserve the economic well-being,  health and welfare of its citizens.

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is for PARTNER to provide the following services to COUNTY:

(a) Provide Seminole County non-profits with the Program, as further explained in Exhibit A, that includes educational opportunities for nonprofit business topics like fundraising, impact measurement, financial management, risk management, and innovation;

(b) Give Seminole County nonprofits, through a cohort and learning coach, the opportunity to apply the information learned to their individual non-profit businesses;

(c) Establish two separate cohorts of the Program in Seminole County with up to 15 unduplicated nonprofits in each;

(d) Provide COUNTY quarterly reports that include, but not be limited to, the following Key Performance Indicators (“KPI’s”): number of non-profits signed up or attending each cohort, the status of the in person orientation and how many attendees; the status of attendance at the required virtual sessions, how many coaching sessions that have occurred and workshops, and the outcomes and production of the Program for attendees;

(e) Provide COUNTY’s Economic Development Office with monthly web conferences to discuss KPIs status and share information obtained through the services being provided; and

(f) Provide COUNTY Board of County Commissioners an annual verbal report as coordinated by County’s Economic Development Office.

Section 3. Services. COUNTY agrees to purchase and PARTNER agrees to furnish, during the term of this Agreement, the services described in Section 2 of this Agreement.

Section 4. Billing and Payment. COUNTY hereby agrees to pay PARTNER the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) per year for all services to be provided hereunder by PARTNER during the term of this Agreement. Said sum is payable in four installments as follows, if PARTNER submits timely quarterly reports as required by Section 2 of this Agreement:

(a) Within 30 days of receipt of first quarter report, or by June 15, FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00);


(b) Within 30 days of receipt of second quarter report or by September 15, 2024, FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00);

(c) Within 30 days of receipt of third quarter report or by December 15, 2024, FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00);

(d) Within 30 days of receipt of fourth quarter report or by February 15, 2025 FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00);

Section 5. Term. This Agreement shall be effective from March 1, 2024 and shall remain in effect until February 28, 2025. With the compensation to PARTNER limited to TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) total.

Section 6. Reports. As per Section 2 of this Agreement, PARTNER shall provide COUNTY with quarterly and annual reports regarding the KPIs.

Section 7. Name of ROLLINS COLLEGE.  For the full term of this Agreement and any extensions thereof, ROLLINS COLLEGE, agrees that its operating name of ROLLINS COLLEGE shall not be changed for any reason without prior approval by Seminole County. Changing the name during the time of this Agreement shall constitute a breach of this Agreement such that ROLLINS COLLEGE shall be required to repay to COUNTY the full amount tendered to ROLLINS COLLEGE by COUNTY during the year in which the breach occurs.

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 10. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 11. Public Records Law.

(a) the PARTNER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. the PARTNER acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, the PARTNER will provide COUNTY with all requested public records in the PARTNER's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) PARTNER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, PARTNER will transfer, at no cost to COUNTY, all public records in possession of PARTNER, or keep and maintain public records required by COUNTY under this Agreement. If ROLLINS COLLEGE transfers all public records to COUNTY upon completion of this Agreement, the PARTNER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ROLLINS COLLEGE keeps and maintains the public records upon completion of this Agreement, PARTNER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of PARTNER which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to PARTNER's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "ROLLINS COLLEGE" includes employees to be paid from Funds provided under this Agreement.

(d) IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR, AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 12. Records and Audits.

(a) PARTNER shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non-exempt public records shall be and remain available at PARTNER's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) PARTNER agrees that COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of PARTNER's non-exempt books, documents, papers, and records involving transactions related to this Agreement.



PARTNER agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs. "Allowable costs" include all costs related to the provision of services as defined in Section 2 of this Agreement. Further "allowable costs" should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not "allowable costs" and cannot be paid for by the compensation provided by COUNTY hereunder. PARTNER has provided COUNTY with a budget, as contained in the table below, showing the allowable costs under this Agreement and has agreed to abide by the cost allocations shown therein. However, the allowable costs under each budget line item can fluctuate depending on the actual costs, but in no instance will COUNTY be responsible for an amount in excess of the total payment amount set forth in Section 4 of this Agreement.

| FY24-25 Budget Categories | Amount | Notes on Types of Expenses for the Category |
|--|---------------|---|
| Consultants | \$72,150 | For coaches, instructors, speakers, trainers, and curriculum |
| Equipment, Software & Supplies | \$12,905 | For virtual seats and fees for learning engagement system, training support materials/books/assessments |
| Marketing | \$3,056 | For marketing and communications related to garnering cohort in partnership with Seminole County |
| Staffing | \$66,285 | For program management and support staff, includes Rollins fringe rate |
| Other Direct Costs | \$16,900 | For projected travel costs, in-person training and meeting facility rental and catering, printing of training materials |
| Indirect Costs | \$28,704 | Per Rollins negotiated indirect rate: 55% of projected salaries |

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. PARTNER will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 13. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Andrea Wesser-Brawner
Chief Strategy & Innovation
Officer Seminole County
Government Seminole County
Services Building 1101 East
First Street
Sanford, Florida 32771

With a copy to:

Guilherme “Gui” Cunha
Administrator
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

For ROLLINS COLLEGE, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP:

Ed Kania
Vice President for Business & finance and Treasurer
Rollins College
Edyth Bush Institute for Philanthropy & Nonprofit Leadership
1000 Holt Ave #2755
Winter Park, FL 32789

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.



(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 14. Indemnity.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) PARTNER shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by PARTNER to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible

for any liability resulting from the actions of entities contracted by PARTNER, and PARTNER assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 2 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 15. Insurance.

(a) PARTNER, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. PARTNER shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. PARTNER must adhere to and be advised of the following:



(1) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PARTNER will relieve PARTNER of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(2) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PARTNER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PARTNER.

(3) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PARTNER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PARTNER shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(4) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PARTNER or any other party.

(b) General Requirements.

(1) Before commencing work, PARTNER shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit B, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, PARTNER shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PARTNER shall provide COUNTY with a copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request.

(3) The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by ROLLINS COLLEGE, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP.

(4) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and PARTNER as their interests may appear.

(5) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

(6) Coverage: The insurance provided by PARTNER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY’s officials, officers, or employees must be in excess of and not contributing with the insurance provided by ROLLINS COLLEGE, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP.

(7) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(8) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group

self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then PARTNER shall immediately notify COUNTY as soon as PARTNER has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PARTNER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PARTNER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PARTNER, PARTNER, at PARTNER's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit B. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by PARTNER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(C) If PARTNER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, PARTNER shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(D) Any vendor or contractor, including Rollins College, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP., using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If PARTNER's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(3) Business Auto Liability.

(A) Coverage must include owned, non-owned, and hired autos or any auto. In the event PARTNER does not own automobiles, PARTNER shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(4) Professional Liability.

(A) PARTNER shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, PARTNER warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If PARTNER contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then PARTNER shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(5) Crime and Employee Dishonesty Liability.

(A) PARTNER shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of PARTNER's employees and others. Coverage limits must not be less than the amount specified in Exhibit B.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

Section 16. Conflict of Interest.

(a) PARTNER agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) PARTNER hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of PARTNER to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, PARTNER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.



Section 17. Equal Opportunity Employment.

(a) PARTNER shall not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. PARTNER shall take steps to ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) PARTNER agrees that it shall comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 18. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 19. Employee Status.

(a) Persons employed or retained by PARTNER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) PARTNER assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to PARTNER personnel or contractors working on behalf of PARTNER obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by Rollins College, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP, will be acting independently, in the

capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 20. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to PARTNER's interest in this project, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 21. Contingent Fees/Conflicting Employment. PARTNER covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of PARTNER to solicit or secure this Agreement. PARTNER warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for PARTNER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.



Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Construction of Agreement. 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 counsel for one of the parties, it being recognized that both parties, COUNTY and Rollins College, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP., have contributed substantially and materially to the preparation hereof.

Section 24. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

Section 25. Event of Default/Remedies.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) PARTNER shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.


(2) Any representation or warranty made by PARTNER herein or in any statement, report, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to PARTNER by COUNTY.

(3) PARTNER shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to PARTNER by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) PARTNER fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) PARTNER fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to PARTNER and upon PARTNER's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (1) Terminate this Agreement in accordance with Section 13, Notice;
- (2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment.
- (4) Require that PARTNER refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;
- (5)  The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by Rollins College, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP., it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by Rollins College, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP.

Section 26. Termination. COUNTY may, by written notice to Rollins College, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP., terminate this Agreement, in whole

or in part, at any time, either for COUNTY's convenience or because of the failure of PARTNER to fulfill the Agreement obligations. Upon receipt of such notice, PARTNER shall:

(a) immediately discontinue all services affected unless the notice directs otherwise;

(b) deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by PARTNER in performing this Agreement, whether completed or in process. In no event shall such delivery include PARTNER's background intellectual property or any intellectual property developed solely by PARTNER during the performance of this project.

(c) If the termination is for the convenience of COUNTY, PARTNER shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default", PARTNER shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of PARTNER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. PARTNER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Rollins College, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or

negligence of Rollins College, EDYTH BUSH INSTITUTE FOR PHILANTHROPY & NONPROFIT LEADERSHIP.

(e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that PARTNER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the payments, as per Section 4, shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.



Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 29. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

Section 30. Foreign Countries of Concern. Pursuant to Section 288.0071, F.S., COUNTY may not knowingly enter into an agreement for economic incentive with a “foreign country of concern”. COUNTY is required to obtain an affidavit from ROLLINS COLLEGE attesting that it is not a “foreign country of concern” as defined by statute. ROLLINS COLLEGE has completed the required affidavit and it is attached hereto as Exhibit C.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

ROLLINS COLLEGE

By: _____

ED KANIA, Vice President for Business & Finance
and Treasurer, Rollins College

Date: _____



*[The Balance of this page is left intentionally blank.
Attestations continued on the following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE
COUNTY, FLORIDA

GRANT MALOY

Clerk to the Board of County Commissioners of
Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

By: _____

JAY ZEMBOWER, Chairman

Date: _____

County Attorney

NFB/kly

2/16/24 3/1/24

T:\Users\kyeager\NB Documents\2024\Master Services Agreement - Rollins College Feb16(24).docx

Attachments:

Exhibit A – Program Overview

Exhibit B – Insurance Requirements

Exhibit C – Foreign Country of Concern Affidavit



EMPOWERING GOOD

A Nonprofit Capacity Building Project

*Helping nonprofits reimagine
capacity and impact*



ABOUT THE PROGRAM

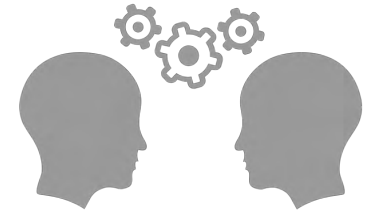
A six-month cohort-style learning journey with the Edyth Bush Institute designed to provide nonprofits the tools, learning, and support they need to increase their capacity and impact.

THE EXPERIENCE INCLUDES:

- Workshop Sessions with Local & National Nonprofit Practitioners
- Specially Designed Virtual Training & Tools
- Individual Organizational Coaching
- A Customized Sustainable Nonprofit Action Plan



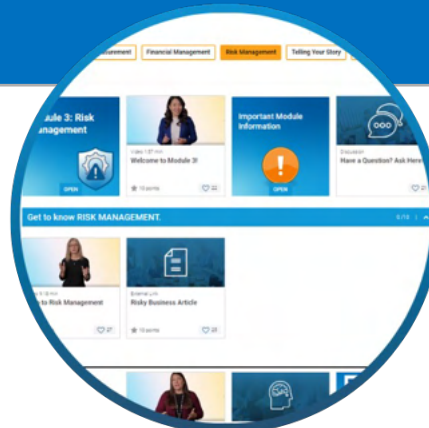
THE LEARNING EXPERIENCE



Live
Workshops

Online
Self-Paced Modules

Organizational
Coaching



EMPOWERING GOOD Learning Journey



Live Kickoff

Meet your cohort and coach!



MODULE 1 Impact Measurement

Clarify your organization's core impact measurements and develop tools to track and communicate that impact.



MODULE 2 Financial Management

Take a temperature check of your organization's finances and develop models that support long-term financial stability.



MODULE 3 Risk Awareness

Discover the specific risk points for your organization and design specific board and policy strategies to ensure future success.



MODULE 4 Telling Your Story

Learn to craft and communicate the compelling stories of your organization's impact in order to build champions for your mission.



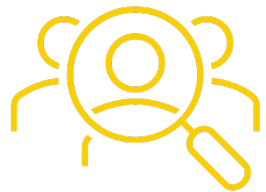
MODULE 5 Fundraising

Learn proven funding models and practices that inspire and steward donors for your cause and provide a sustainable flow of income.



Finalizing Your S.N.A.P. (Sustainable Nonprofit Action Plan)

Develop a set of attainable strategic goals that will lead your organization into a more sustainable future!



IDEAL NONPROFIT TEAM

An ideal team is comprised of up to 3 individuals both board and staff that have organizational knowledge and expertise in the following areas:

- **Executive leader** (*required*)
- **Board member** (*recommended*)
- **Finance administrator**
- **Program administrator**
- **Other strategic team/
board member**



WHAT PARTICIPANTS ARE SAYING:

“Because of the Empowering Good program I’ve been able to become the leader I’ve always dreamed of becoming and our organization itself knows that it’s going to survive. It’s actually going to thrive!”

~ Carolyn Moor (Executive Director, Modern Widow’s Club)

“This program exceeded my expectations in so many ways. It taught me as a board member and board chair about risk management. They really did a deep dive. It was so helpful!”

~ Kathy Miller (Board Member, Samaritan Village)

HOW TO APPLY

Website: www.empowering-good.org



English

WHO WE HELP

PROGRAM OVERVIEW

APPLY NOW

THE JOURNEY

FAQ

CONTACT US

Empowering Good equips local nonprofits with the tools necessary to succeed in the post-pandemic environment.

REGISTER + APPLY



**EXHIBIT B
INSURANCE REQUIREMENTS**

SEMINOLE COUNTY/ROLLINS COLLEGE

PARTNERSHIP AGREEMENT

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

| | | |
|------------------------|--------------|-----------------------|
| Workers' Compensation: | Statutory | |
| Employers' Liability: | \$ 1,000,000 | Each Accident |
| | \$ 1,000,000 | Disease Aggregate |
| | \$ 1,000,000 | Disease Each Employee |

B. Commercial General Liability Insurance:

| | |
|--------------|-----------------------------------|
| \$ 1,000,000 | Per Occurrence |
| \$ 2,000,000 | General Aggregate |
| \$ 2,000,000 | Products and Completed Operations |
| \$ 1,000,000 | Personal and Advertising Injury |

C. Business Automobile Liability Insurance:

| | |
|--------------|--|
| \$ 1,000,000 | Combined Single Limit (<u>Any Auto or Owned, Hired, and Non- Owned Autos</u>) |
|--------------|--|

D. Professional Liability: \$ 1,000,000 Per Claim

E. Employee Dishonesty/Crime \$ 50,000 Per Claim

~~ End Exhibit B ~~

EXHIBIT C
FOREIGN COUNTRY OF CONCERN AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
_____, and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of Affiant)

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by
_____.
(Insert Name of Affiant)

Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0127

Title:

Approve and authorize the Chairman to execute the Seminole County Government - Florida First Robotics Education Foundation Partnership Agreement in the amount of \$40,000 for the purpose of advancing STEM education and workforce development for Seminole County students. Countywide (**Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer**)

Division:

Innovation and Strategic Initiatives - Economic Development

Authorized By:

Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer

Contact/Phone Number:

Guilherme Cunha/407-665-2901

Background:

Florida First Robotics Education Foundation uses robots and coding to teach youth to complete relevant challenges with budget and time limitations, in a team environment that encourages creative solutions, quality work, the value of others, and that demonstrates that fierce competition and mutual gain are compatible, through our Core Values and *Coopertition* Ethos.

Florida First Robotics Education Foundation goals for the students from Seminole County. This includes:

- (a) inspiring the Next Generation of STEM Professionals: Engage students in exciting, mentor-based programs that build science, engineering, and technology skills. By participating in FRC, students are not only introduced to the fundamentals of engineering and robotics but also learn critical thinking and problem-solving skills that are essential for any STEM profession.
- (b) fostering Innovation and Entrepreneurship: Encourage students to innovate and solve real-world problems through the design and building of robots. FRC challenges students to think like engineers and entrepreneurs, developing not just technical skills but

also the ability to work under pressure, manage projects, and collaborate with team members.

(c) enhancing Workforce Development: Prepare students for the workforce by exposing them to real-world engineering challenges and the importance of teamwork, leadership, and communication. The competition mimics a fast-paced business environment where students must meet deadlines, budget constraints, and performance criteria.

(d) promoting Community Engagement and Collaboration: Build partnerships between students, educational institutions, businesses, and local communities. FRC serves as a platform for community involvement, where local businesses can mentor students, provide resources, and get involved in STEM education.

(e) stimulating Economic Growth through STEM Education: Highlight the role of STEM education in economic development. By focusing on STEM, FRC directly contributes to preparing students for high-demand jobs in engineering, technology, and other related fields, which are crucial for the competitiveness of any economy.

(f) providing monthly web conferences with the Economic Development Team sharing information on the Key Performance Indicators (KPIs);

(g) providing annually for each year this agreement is in effect, Florida First Robotics Education Foundation will provide a verbal report to the Board of County Commissioners.

If approved, the budget will be allocated via Budget Amendment Request (BAR) in March using General Fund Reserves.

Funds are being allocated with consideration of the unexpended FY23 JGI/QTI budgets.

Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute the Seminole County Government - Florida First Robotics Education Foundation, Inc Partnership Agreement in the amount of \$40,000 for the purpose of advancing STEM education and workforce development for Seminole County students.

**SEMINOLE COUNTY/FLORIDA FIRST
ROBOTICS EDUCATION FOUNDATION, INC
PARTNERSHIP AGREEMENT**

THIS AGREEMENT is effective as of the _____ day of _____, 2024, by and between **SEMINOLE COUNTY**, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and the **FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION, INC.**, hereinafter referred to as "FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION or PARTNER", a Florida not for profit corporation serving youth in advancing STEM education, whose address is 3609 S. Banana River Blvd., C308, Cocoa Beach, Florida 32931.

WITNESSETH:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the expansion of existing industries and businesses within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from such industry or business expansion and relocation within Seminole County is beneficial to the local economy; and

WHEREAS, Seminole County recognizes the importance and impact of preparing youth for careers in advanced Science Technology Engineering and Mathematics ("STEM") for the advancement of employment and industries in these fields within the County; and

WHEREAS, PARTNER, as the event affiliate for the Orlando Regional FIRST Robotics Competition, plays a pivotal role in advancing STEM education and workforce development by equipping students and youth with critical engineering and technology skills, fostering innovation, and preparing a skilled workforce for the future; and

WHEREAS, Seminole County recognizes the vital role PARTNER plays in enhancing STEM learning among and strengthening the economic and technological landscape of the community by nurturing a new generation of STEM professionals; and

WHEREAS, PARTNER and COUNTY desire to enter into this Agreement for the purpose of encouraging Seminole County youth to develop STEM skills for job growth and economic development in Seminole County; and

WHEREAS, COUNTY has determined that entering into this Agreement with PARTNER will enhance development of Seminole County's future workforce and preserve the economic well-being, health and welfare of its citizens.

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is for FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION to provide the following services to COUNTY:

(a) Engage Seminole County students in mentor-based programs that build science, engineering, and technology skills. By participating in FRC, students are not only introduced to the fundamentals of engineering and robotics but also learn critical thinking and problem-solving skills that are essential for any STEM profession.

(b) Facilitate Seminole County students in innovating and solving real-world problems through the design and building of robots. FRC challenges students to think like engineers and entrepreneurs, developing not just technical skills but also the ability to work under pressure, manage projects, and collaborate with team members.

(c) Prepare Seminole County students for the workforce by exposing them to real-world engineering challenges and the importance of teamwork, leadership, and communication. The competition mimics a fast-paced business environment where students must meet deadlines, budget constraints, and performance criteria.

(d) Build partnerships between Seminole County students, educational institutions, businesses, and local communities. FRC serves as a platform for community involvement, where local businesses can mentor students, provide resources, and get involved in STEM education.

(e) Provide COUNTY's Economic Development Office, with monthly web conferences to discuss KPIs status and share information through the services being provided. with the Economic Development Team sharing information on some of the above mentioned Key Performance Indicators (KPIs);

(f) Provide COUNTY Board of County Commissioners an annual verbal report as coordinated by COUNTY's Economic Development Office.

Section 3. Services. COUNTY agrees to purchase and PARTNER agrees to furnish, during the term of this Agreement, the services described in Section 2 of this Agreement.

Section 4. Billing and Payment. COUNTY hereby agrees to pay PARTNER the sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) for all services to be provided hereunder by PARTNER during the term of this Agreement. Said sum shall be paid in two installments as follows:

- (a) By March 15, 2024, TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00);
- (b) Within 30 days of receipt of second report or by September 30, 2024, TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00);

Section 5. Term. This Agreement shall be effective from March 1st, 2024 and shall remain in effect until September 30, 2024. With the compensation to PARTNER to be limited to FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) total.

Section 6. Reports. As per Section 2 of this Agreement, PARTNER shall provide COUNTY with two reports regarding the KPIs.

Section 7. Name of FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION. For the full term of this Agreement and any extensions thereof, FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION agrees that its operating name of FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION shall not be changed for any reason without prior approval by Seminole County. Changing the name during the time of this Agreement shall constitute a breach of this Agreement such that FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION shall be required to repay to COUNTY the full amount tendered to FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION by COUNTY during the year in which the breach occurs.

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 10. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 11. Public Records Law.

(a) PARTNER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. PARTNER acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, PARTNER will provide COUNTY with all requested public records in PARTNER's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) PARTNER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, PARTNER will transfer, at no cost to COUNTY, all public records in possession of PARTNER, or keep and maintain public records required by COUNTY under this Agreement. If PARTNER transfers all public records to COUNTY upon completion of this Agreement, PARTNER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARTNER keeps and maintains the public records upon completion of this Agreement, PARTNER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the PARTNER which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to PARTNER 's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "PARTNER " includes employees to be paid from Funds provided under this Agreement.

(d) IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E . FIRST STREET, SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 12. Records and Audits.

(a) PARTNER shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non- exempt public records shall be and remain available at PARTNER 's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) PARTNER agrees that COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of PARTNER 's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

PARTNER agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs. “Allowable costs” include all costs related to the provision of services as defined in Section 2 of this Agreement. Further, “allowable costs” should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not “allowable costs”

and cannot be paid for by the compensation provided by COUNTY hereunder. PARTNER has provided COUNTY with the budget below showing the allowable costs under this Agreement and has agreed to abide by the cost allocations in the submitted budget. However, the allowable costs under each budget line item can fluctuate depending on the actual costs, but in no instance will COUNTY be responsible for an amount in excess of the total payment amount set forth in Section 4 of this Agreement.

| FY24 Budget Categories | Amount | Notes on Types of Expenses for the Category |
|-------------------------------|---------------|--|
| Veteran Team Funding | 3000.00 | Partial Registration and Kit of Parts fee |
| Rookie Team | 7000.00 | Rookie Registration fee and Kit of Parts |
| Marketing | \$1000.00 | Website and signage |
| Staffing | \$5000.00 | Regional Director Salary |
| Mentor Training | \$4000.00 | Mentor Training |
| Direct Costs | \$20,000.00 | Event costs: Venue, security, Expo and other operational costs |

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. PARTNER will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 13. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Andrea Wesser-Brawner

Chief Strategy & Innovation
Officer Seminole County
Government Seminole County
Services Building 1101 East
First Street
Sanford, Florida 32771

With a copy to:

Guilherme “Gui” Cunha
Administrator
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

For FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION:

Wendy Austin
Regional Director, North and Central Florida
Orlando and Tallahassee Regionals.
Florida First Robotics Education Foundation (dba FIRST)
717 Magnolia Creek Circle
Orlando, FL 32828

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 14. Indemnity.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) PARTNER shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by PARTNER to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by PARTNER, and PARTNER assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 2 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 15. Insurance.

(a) PARTNER, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. PARTNER shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. PARTNER must adhere to and be advised of the following:

(1) PARTNER shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PARTNER will relieve PARTNER of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PARTNER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PARTNER.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PARTNER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PARTNER shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PARTNER or any other party.

(b) General Requirements.

(1) Before commencing work, PARTNER shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit B, and including the following as Certificate Holder:

Seminole County, Florida Seminole
County Services Building 1101 East
1st Street

Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, PARTNER shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PARTNER shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by PARTNER.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and PARTNER as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by PARTNER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY’s officials, officers, or employees must be in excess of and not contributing with the insurance provided by PARTNER.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then PARTNER shall immediately notify COUNTY as soon as PARTNER has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PARTNER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PARTNER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PARTNER , PARTNER, at PARTNER 's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit B. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by PARTNER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) PARTNER 's insurance must cover PARTNER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(D) If PARTNER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, PARTNER shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including PARTNER, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PARTNER 's insurance must cover PARTNER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If PARTNER 's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall

contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(3) Business Auto Liability.

(A) PARTNER 's insurance must cover PARTNER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event PARTNER does not own automobiles, PARTNER shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(4) Professional Liability.

(a) PARTNER shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, PARTNER warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If PARTNER contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then PARTNER shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(5) Crime and Employee Dishonesty Liability.

(A) PARTNER shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of PARTNER 's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit B. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(6) Sexual Abuse and Molestation (SAM)

(A) CONTRACTOR's Insurance must cover damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible, including, but not limited to, Contractor and Contractor's employees and volunteers. Policy definition of an insured shall include the Contractor, and the Contractor's employees and volunteers.

(B) Coverage can be provided by a separate policy, or as an inclusion to or endorsement to, the commercial general liability or professional liability policies. If provided by a commercial general liability policy, it must be occurrence-based coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(C) In the event that the sexual abuse and molestation liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit B.

Section 16. Conflict of Interest.

(a) PARTNER agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) PARTNER hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of PARTNER to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, PARTNER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 17. Equal Opportunity Employment.

(a) PARTNER shall not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. PARTNER shall take steps to ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment upgrading, demotion or transfer recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) PARTNER agrees that it shall comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 18. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 19. Employee Status.

(a) Persons employed or retained by PARTNER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) PARTNER assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to PARTNER personnel or contractors working on behalf of PARTNER obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by PARTNER, PARTNER will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 20. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to PARTNER 's interest in this project, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 21. Contingent Fees/Conflicting Employment. PARTNER covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of PARTNER to solicit or secure this Agreement. PARTNER warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for PARTNER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Construction of Agreement. 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 counsel

for one of the parties, it being recognized that both parties, COUNTY and PARTNER, have contributed substantially and materially to the preparation hereof.

Section 24. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

Section 25. Event of Default/Remedies.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) PARTNER shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.

(2) Any representation or warranty made by PARTNER herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to PARTNER by COUNTY.

(3) PARTNER shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to PARTNER by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) PARTNER fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) PARTNER fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to PARTNER and upon PARTNER 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement in accordance with Section 13, Notice;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment.

(4) Require that PARTNER refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;

(5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by PARTNER, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by PARTNER.

Section 26. Termination. COUNTY may, by written notice to PARTNER, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of PARTNER to fulfill the Agreement obligations. Upon receipt of such notice, PARTNER shall:

(a) Immediately discontinue all services affected unless the notice directs otherwise;

(b) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by PARTNER in performing this Agreement, whether completed or in process. In no event shall such delivery include PARTNER's background intellectual property or any intellectual property developed solely by PARTNER during the performance of this project.

(c) If the termination is for the convenience of COUNTY, PARTNER shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default", PARTNER shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of PARTNER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. PARTNER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of PARTNER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe

weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of PARTNER.

(e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that PARTNER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the payments, as per Section 4, shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 29. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

Section 30. Foreign Countries of Concern. Pursuant to Section 288.0071, F.S., COUNTY may not knowingly enter into an agreement for economic incentive with a “foreign country of concern”. COUNTY is required to obtain an affidavit from PARTNER attesting that it is not a “foreign country of concern” as defined by statute. PARTNER has completed the required affidavit and it is attached hereto as Exhibit “A”.

Section 31. Youth Protection Program. If PARTNER works with minors, PARTNER shall have in place a child/youth protection program consisting of, at a minimum, appropriate policies guiding staff, volunteers, and others who work with or around minors, and appropriate background checks complying with applicable federal or state law for staff, volunteers, and others working with or around minors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

FLORIDA FIRST ROBOTICS EDUCATION FOUNDATION

By: _____

Stephen Kowski, Chairman

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE
COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of County Commissioners of
Seminole County, Florida.

By: _____

JAY ZEMBOWER, Chairman

For the use and reliance of Seminole County only.

Date: _____

Approved as to form and legal sufficiency.

County Attorney

**EXHIBIT “A”
FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
_____, and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of Affiant)

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by
_____.
(Insert Name of Affiant)

Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

**EXHIBIT “B”
INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers’ Compensation & Employers’ Liability Insurance:

| | | |
|------------------------|------------|-----------------------|
| Workers’ Compensation: | Statutory | |
| Employers’ Liability: | \$ 300,000 | Each Accident |
| | \$ 200,000 | Disease Aggregate |
| | \$ 200,000 | Disease Each Employee |

B. Commercial General Liability Insurance:

| | |
|--------------|-----------------------------------|
| \$ 1,000,000 | Per Occurrence |
| \$ 2,000,000 | General Aggregate |
| \$ 2,000,000 | Products and Completed Operations |
| \$ 1,000,000 | Personal and Advertising Injury |

C. Business Automobile Liability Insurance:

| | |
|--------------|---|
| \$ 1,000,000 | Combined Single Limit (<u>Hired and Non-Owned Autos</u>) |
|--------------|---|

D. Professional Liability: \$ 1,000,000 Per Claim

E. Employee Dishonesty \$ 30,000 Per Claim

F. Sexual Abuse and Molestation (SAM)

\$1,000,00.00 Limit

~~ End Exhibit B ~~



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0131

Title:

Approve and authorize the Chairman to execute the Seminole County Government - Collegiate Pathways, Inc Partnership Agreement in the amount of \$40,000 for the purpose of providing science, technology, engineering, and mathematics (STEM) programming for Seminole County Public Schools students. **(Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer)**

Division:

Innovation and Strategic Initiatives - Economic Development

Authorized By:

Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer

Contact/Phone Number:

Guilherme Cunha/407-665-2901

Background:

Tech Sassy Girlz (TSG) is the signature program of Collegiate Pathways, Inc., a 501(c)(3) nonprofit organization. Their mission is to empower middle and high school girls to pursue science, technology, engineering and mathematics (STEM) fields through college preparation, career readiness, mentoring and entrepreneurship.

Tech Sassy Girlz is designed to provide girls from grades 6 - 12 with exposure and access to the STEM fields through college preparation, career readiness, events, mentoring, and hands-on learning experiences. They'll connect with women leaders in STEM-related fields, participate in workshops and technology tours, have the chance to network with industry professionals, and intern with tech companies.

The purpose of this Agreement is for Tech Sassy Girlz to provide the following services to County:

(a) Provide County students with at least one Tech Trek. Tech Treks are informative, hands-on educational industry tours where students will meet with women role models in STEM, participate in simulations and career talks. These informative sessions include visiting STEM companies (such as Lockheed Martin, Disney, Microsoft, etc.) to learn first-

hand about various STEM careers. Each Tech Treks will have a career educational component lead by STEM professionals. Students will then be able to connect the dots on how STEM is integrated within the respective company. Emphasis is placed on hands-on workshops and field experiences guided by STEM professionals.

(b) Provide County an annual report which shall include, but not be limited to, the following Key Performance Indicators (“KPIs”): number of events/programs (target 1 annual conference for Seminole County students and 1 summer camp program for Seminole County high school students), complete description of event/program including location, length, total participants in each program, total number of participants, which must be Seminole County students and/or residents, percentage of female participants, percentage of Black participants, Percentage of Hispanic participants, percentage of Asian American participants, and percentage of Multiracial participants;

(c) Provide County’s Economic Development Office, with monthly web conferences to discuss KPIs status and share information obtained through the services being provided; and

(d) Provide County Board of County Commissioners an annual verbal report as coordinated by County’s Economic Development Office.

If approved, the budget will be allocated via Budget Amendment Request (BAR) in March using General Fund Reserves.

Funds are being allocated with consideration of the unexpended FY23 JGI/QTI budgets.

Requested Action:

Staff recommends that the Board approve and authorize the Chairman to execute the Seminole County Government - Collegiate Pathways, Inc Partnership Agreement in the amount of \$40,000 for the purpose of providing science, technology, engineering, and mathematics (STEM) programming for Seminole County Public Schools students.

SEMINOLE COUNTY/ COLLEGIATE PATHWAYS, INC.

PARTNERSHIP AGREEMENT

THIS SEMINOLE COUNTY/COLLEGIATE PATHWAYS, INC. PARTNERSHIP AGREEMENT is effective as of the _____ day of _____, 2024, hereinafter referred to as “Agreement”, by and between **SEMINOLE COUNTY**, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and **COLLEGIATE PATHWAYS, INC.**, a Florida not for profit corporation, which conducts business under the trademark name TECH SASSY GIRLZ, and hereinafter referred to as “TECH SASSY GIRLZ”, a signature program of Collegiate Pathways, Inc., a 501(c)(3) nonprofit skill development organization, whose address is 1802 N. Alafaya Trail, Suite 144, Orlando, FL 32826.



WITNESSETH:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the expansion of existing industries and businesses within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from such industry or business expansion and relocation within Seminole County is beneficial to the local economy; and

WHEREAS, Seminole County recognizes the significant impact of fostering the development of the future workforce in the science, technology, engineering, and mathematics (“STEM”) fields to satisfy the workforce needs of an evolving business and industry base in Seminole County; and

WHEREAS, TECH SASSY GIRLZ, has been a cornerstone of skill development in technology fields to empower underrepresented middle and high school girls to pursue STEM fields through college preparation, career readiness, mentoring and entrepreneurship; and

WHEREAS, Seminole County recognizes the vital role TECH SASSY GIRLZ plays in fostering skill development of our future workforce and increasing the participation of women in technical careers; and

WHEREAS, TECH SASSY GIRLZ's commitment to empowering girls to select STEM related careers aligns with the values of Seminole County, promoting inclusivity and creating opportunities for a diverse community to thrive; and

WHEREAS, TECH SASSY GIRLZ and COUNTY desire to enter into this Agreement for the purpose of encouraging workforce and economic development for women and girls in Seminole County; and

WHEREAS, COUNTY has determined that entering into this Agreement with TECH SASSY GIRLZ will enhance development of Seminole County’s workforce and preserve the economic well-being, health and welfare of its citizens.

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is for TECH SASSY GIRLZ to provide the following services to COUNTY:

(a) Provide COUNTY students with at least one Tech Trek. Tech Trek are informative, hands-on educational industry tours where students will meet with women role models in STEM, participate in simulations and career talks. These informative sessions include visiting STEM companies (such as Lockheed Martin, Disney, Microsoft, etc.) to learn first-hand about various STEM careers. Each Tech Trek will have a career educational component lead by STEM professionals. Students will then be able to connect the dots on how STEM is integrated within the respective company. Emphasis is placed on hands-on workshops and field experiences guided by STEM professionals.

(b) Provide COUNTY an annual report which shall include, but not be limited to, the following Key Performance Indicators (“KPIs”): number of events/programs, complete description of event/program including location, length, total participants in each program, total number of participants, which must be Seminole County students and/or residents, percentage of female participants, percentage of Black participants, Percentage of Hispanic participants, percentage of Asian American participants, and percentage of Multiracial participants;

(c) Provide COUNTY’s Economic Development Office, with monthly web conferences to discuss KPIs status and share information obtained through the services being provided; and

(d) Provide COUNTY Board of County Commissioners an annual verbal report as coordinated by COUNTY’s Economic Development Office.

Section 3. Services. COUNTY agrees to purchase and TECH SASSY GIRLZ agrees to furnish, during the term of this Agreement, the services described in Section 2 of this Agreement.

Section 4. Billing and Payment. COUNTY hereby agrees to pay TECH SASSY GIRLZ the sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) for all services to be provided hereunder by TECH SASSY GIRLZ during the term of this Agreement. Said sum shall be paid by COUNTY to TECH SASSY GIRLZ in one lump sum payment upon full execution of this Agreement.

Section 5. Term. This Agreement shall be effective from March 1, 2024 and shall remain in effect until September 30, 2024. With the compensation to TECH SASSY GIRLZ to be limited to FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00).

Section 6. Reports. As per Section 2 of this Agreement, TECH SASSY GIRLZ shall provide COUNTY with an annual report regarding the KPIs.




Section 7. Name of TECH SASSY GIRLZ. For the full term of this Agreement and any extensions thereof, TECH SASSY GIRLZ agrees that its operating name of TECH SASSY GIRLZ shall not be changed for any reason without prior approval by Seminole County. Changing the name during the time of this Agreement shall constitute a breach of this Agreement such that TECH SASSY GIRLZ shall be required to repay to COUNTY the full amount tendered to TECH SASSY GIRLZ by COUNTY during the year in which the breach occurs.

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 10. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 11. Public Records Law.

(a) TECH SASSY GIRLZ acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. TECH SASSY GIRLZ acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request,  TECH SASSY GIRLZ will provide COUNTY with all requested public records in TECH SASSY GIRLZ's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) TECH SASSY GIRLZ specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, TECH SASSY GIRLZ will transfer, at no cost to COUNTY, all public records in possession of TECH SASSY GIRLZ, or keep and maintain public records required by COUNTY under this Agreement. If TECH SASSY GIRLZ transfers all public records to COUNTY upon completion of this Agreement, TECH SASSY GIRLZ must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TECH SASSY GIRLZ keeps and maintains the public records upon completion of this Agreement, TECH SASSY GIRLZ must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.



(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the TECH SASSY GIRLZ which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to TECH SASSY GIRLZ's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "TECH SASSY GIRLZ" includes employees to be paid from Funds provided under this Agreement.


(d) **IF TECH SASSY GIRLZ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS**

**COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR
1101 E . FIRST STREET, SANFORD, FLORIDA 32771.**

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 12. Records and Audits.

(a) TECH SASSY GIRLZ shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non-exempt public records shall be and remain available at TECH SASSY GIRLZ's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) TECH SASSY GIRLZ agrees that  COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of TECH SASSY GIRLZ's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

TECH SASSY GIRLZ agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs. "Allowable costs" include all costs related to the provision of services as defined in Section 2 of this Agreement. Further "allowable costs" should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not "allowable costs" and cannot be paid for by the compensation provided by COUNTY hereunder. The following table lists the allowable costs for the services provided under this

Agreement. The amount of the allowable costs under each budget category can fluctuate depending on the actual costs, however, in no instance will COUNTY be responsible for an amount in excess of the total payment amount set forth in Section 4.

| FY 23-24 Budget Categories | Amount | Notes on Types of Expenses for the Category |
|---------------------------------------|---------------|--|
| Event Logistics | \$2,500 | Ex. room rent; computer subscriptions; software, training |
| Equipment & Supplies | \$1,500 | Ex. AV equipment |
| Marketing | \$4,000 | i.e. print fees/supplies; website updates; materials and STEM kits for students; database to manage student and volunteer info |
| Staffing | \$21,500 | Ex. Staff to manage program and events |
| Other Direct Costs | \$2,500 | Ex. Travel, food for students |
| Indirect Costs | \$8,000 | 20% Indirect Rate |

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. TECH SASSY GIRLZ will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 13. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Andrea Wesser-Brawner
Chief Strategy &
Innovation Officer
Seminole County
Government Seminole
County Services Building
1101 East First Street
Sanford, Florida 32771

With a copy to:

Guilherme “Gui” Cunha
Administrator
Office of Economic Development and
Tourism Seminole County Government
1055 AAA Drive
Lake Mary, Florida 32746

For TECH SASSY GIRLZ:

Dr. Laine Powell,
Executive Director
COLLEGIATE PATHWAYS, INC. (dba TECH SASSY GIRLZ)
1802 N. Alafaya Trail, Suite 144
Orlando, FL 32826

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 14. Indemnity.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) TECH SASSY GIRLZ shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by TECH SASSY GIRLZ to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by TECH SASSY GIRLZ, and TECH SASSY GIRLZ assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 2 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.



Section 15. Insurance.

(a) TECH SASSY GIRLZ, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. TECH SASSY GIRLZ shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. TECH SASSY GIRLZ must adhere to and be advised of the following:

(1) TECH SASSY GIRLZ shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by TECH SASSY GIRLZ will relieve TECH SASSY GIRLZ of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by TECH SASSY GIRLZ in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of TECH SASSY GIRLZ.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then TECH SASSY GIRLZ shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and TECH SASSY GIRLZ shall remedy any deficiencies in the insurance policies coverage within ten (10) days.


(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of TECH SASSY GIRLZ or any other party.

(b) General Requirements.

(1) Before commencing work, TECH SASSY GIRLZ shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit "B", and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, TECH SASSY GIRLZ shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, TECH SASSY GIRLZ shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be  provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by TECH SASSY GIRLZ.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and TECH SASSY GIRLZ as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by TECH SASSY GIRLZ pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY’s officials, officers, or employees must be in excess of and not contributing with the insurance provided by TECH SASSY GIRLZ.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then TECH SASSY GIRLZ shall immediately notify COUNTY as soon as TECH SASSY GIRLZ has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as TECH SASSY GIRLZ has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, TECH SASSY GIRLZ will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of TECH SASSY GIRLZ, TECH SASSY GIRLZ, at TECH SASSY GIRLZ's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in

Exhibit “B”. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by TECH SASSY GIRLZ and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) TECH SASSY GIRLZ’s insurance must cover TECH SASSY GIRLZ and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers’ Compensation Act, Federal Employers’ Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by TECH SASSY GIRLZ are as specified in Exhibit “B”.

(D) If TECH SASSY GIRLZ asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers’ Compensation (2023), as this statute may be amended from time

to time, TECH SASSY GIRLZ shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including TECH SASSY GIRLZ, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) TECH SASSY GIRLZ's insurance must cover TECH SASSY GIRLZ for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If TECH SASSY GIRLZ's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by TECH SASSY GIRLZ are as specified in Exhibit "B".

(3) Business Auto Liability.

(A) TECH SASSY GIRLZ's insurance must cover TECH SASSY GIRLZ for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event TECH SASSY GIRLZ does not own automobiles, TECH SASSY GIRLZ shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by TECH SASSY GIRLZ are as specified in Exhibit "B".

(4) Professional Liability.



(A) TECH SASSY GIRLZ shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, TECH SASSY GIRLZ warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If TECH SASSY GIRLZ contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks

described in this section), then TECH SASSY GIRLZ shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by TECH SASSY GIRLZ are as specified in Exhibit “B”.

(5) Crime and Employee Dishonesty Liability.

(A) TECH SASSY GIRLZ shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of TECH SASSY GIRLZ’s employees and others. Coverage must include ISO Form CR 04 01, Client’s Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in eExhibit “B”. The policy must include as loss payee Seminole County, Florida on applicable coverage.



(B) The minimum limits to be maintained by TECH SASSY GIRLZ are as specified in Exhibit “B”.

(6) Sexual Abuse and Molestation (SAM)

(A) CONTRACTOR’s Insurance must cover damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible, including, but not limited to, Contractor and Contractor's employees and volunteers. Policy definition of an insured shall include the Contractor, and the Contractor's employees and volunteers.

(B) Coverage can be provided by a separate policy, or as an inclusion to or

endorsement to, the commercial general liability or professional liability policies. If provided by a commercial general liability policy, it must be occurrence-based coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(C) In the event that the sexual abuse and molestation liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.



(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit B.

Section 16. Conflict of Interest.

(a) TECH SASSY GIRLZ agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) TECH SASSY GIRLZ hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in

the business of TECH SASSY GIRLZ to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, TECH SASSY GIRLZ hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 17. Equal Opportunity Employment.

(a) TECH SASSY GIRLZ shall not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. TECH SASSY GIRLZ shall take steps to ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) TECH SASSY GIRLZ agrees that it shall comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 18. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach

of this Agreement, and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 19. Employee Status.

(a) Persons employed or retained by TECH SASSY GIRLZ in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.


(b) TECH SASSY GIRLZ assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to TECH SASSY GIRLZ personnel or contractors working on behalf of TECH SASSY GIRLZ obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by TECH SASSY GIRLZ, TECH SASSY GIRLZ will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 20. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to TECH SASSY GIRLZ's interest in this project, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 21. Contingent Fees/Conflicting Employment. TECH SASSY GIRLZ covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of TECH SASSY GIRLZ to solicit or secure this Agreement. TECH SASSY GIRLZ warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for TECH SASSY GIRLZ any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Construction of Agreement.  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 counsel for one of the parties, it being recognized that both parties, COUNTY and TECH SASSY GIRLZ, have contributed substantially and materially to the preparation hereof.

Section 24. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

Section 25. Event of Default/Remedies.

- (a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) TECH SASSY GIRLZ shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.

(2) Any representation or warranty made by TECH SASSY GIRLZ herein or in any report, statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to TECH SASSY GIRLZ by COUNTY.

(3) TECH SASSY GIRLZ shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to TECH SASSY GIRLZ by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) TECH SASSY GIRLZ fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) TECH SASSY GIRLZ fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to TECH SASSY GIRLZ and upon TECH SASSY GIRLZ's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement in accordance with Section 13, Notice;

(2) Begin an appropriate legal or equitable action to enforce performance of this

Agreement;

(3) Withhold or suspend allocation of all or any part of the payment under Section 4, Billing and Payment.

(4) Require that TECH SASSY GIRLZ refund to COUNTY any payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these payments, including this Agreement;

(5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by TECH SASSY GIRLZ, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by TECH SASSY GIRLZ.



Section 26. Termination. COUNTY may, by written notice to TECH SASSY GIRLZ, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of TECH SASSY GIRLZ to fulfill the Agreement obligations. Upon receipt of such notice, TECH SASSY GIRLZ shall:

- (a) Immediately discontinue all services affected unless the notice directs otherwise.
- (b) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by TECH SASSY GIRLZ in performing this Agreement, whether completed or in process. In no event shall such delivery include

TECH SASSY GIRLZ's background intellectual property or any intellectual property developed solely by TECH SASSY GIRLZ during the performance of this project.

(c) If the termination is for the convenience of COUNTY, TECH SASSY GIRLZ shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default", TECH SASSY GIRLZ shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of TECH SASSY GIRLZ to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. TECH SASSY GIRLZ shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of TECH SASSY GIRLZ. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of TECH SASSY GIRLZ.

(e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that TECH SASSY GIRLZ had not so failed, the termination shall be deemed to have been for the convenience of COUNTY. In such event, adjustment in the payments, as per Section 4, shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 29. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

Section 30. Foreign Countries of Concern. Pursuant to Section 288.0071, F.S., COUNTY may not knowingly enter into an agreement for economic incentive with a “foreign country of concern”. COUNTY is required to obtain an affidavit from TECH SASSY GIRLZ attesting that it is not a “foreign country of concern” as defined by statute. TECH SASSY GIRLZ has completed the required affidavit and it is attached hereto as Exhibit “B”.

Section 31. Youth Protection Program. If PARTNER works with minors, PARTNER shall have in place a child/youth protection program consisting of, at a minimum, appropriate policies guiding staff, volunteers, and others who work with or around minors, and appropriate background checks complying with applicable federal or state law for staff, volunteers, and others working with or around minors.

[The Balance of this page is left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated

below.

ATTEST:

COLLEGIATE PATHWAYS, INC. d/b/a TECH SASSY
GIRLZ

By:

DR. FRITZLAINE POWELL, Executive Director

Date:



*[The Balance of this page is left intentionally blank.
Attestations continued on the following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE
COUNTY, FLORIDA

GRANT MALOY

Clerk to the Board of County Commissioners of
Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

By: _____

JAY ZEMBOWER, Chairman

Date: _____

County Attorney

NFB

2/8/24 2/13/24 2/23/24 3/1/24

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**EXHIBIT “A”
FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
_____, and having first made due oath or affirmation, states:
(Write Name)

1. My name is _____.
(Write Name)
2. I am the _____ of _____.
(Write Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of Affiant)

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by
_____.
(Insert Name of Affiant)

Print, Type or Stamp Name of Notary

Personally known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT “B” INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers’ Compensation & Employers’ Liability Insurance:

| | | |
|------------------------|------------|-----------------------|
| Workers’ Compensation: | Statutory | |
| Employers’ Liability: | \$ 500,000 | Each Accident |
| | \$ 500,000 | Disease Aggregate |
| | \$ 500,000 | Disease Each Employee |

B. Commercial General Liability Insurance:

| | |
|--------------|-----------------------------------|
| \$ 1,000,000 | Per Occurrence |
| \$ 2,000,000 | General Aggregate |
| \$ 2,000,000 | Products and Completed Operations |
| \$ 1,000,000 | Personal and Advertising Injury |

C. Business Automobile Liability Insurance:



| | |
|--------------|---|
| \$ 1,000,000 | Combined Single Limit (<u>Hired and Non-Owned</u> <u>Autos</u>) |
|--------------|---|

D. Professional Liability: \$ 1,000,000 Per Claim

E. Employee Dishonesty \$ 30,000 Per Claim

F. Sexual Abuse and Molestation (SAM)

\$1,000,00.00 Limit

~~ End Exhibit B ~~



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0105

Title:

Approve and authorize the Chairman to execute a Resolution amending Subsection 501.0 (Paid Time Off Leave) and Subsection 503.0 (Holidays) within Section 24.15 (Personnel Policies and Procedures) of the Seminole County Administrative Code. Countywide (**Christina Brandolini, Director of Human Resources on behalf of Andrea Wesser- Brawner, Chief Innovation and Strategic Initiatives Officer**)

Division:

Human Resources - Employee Benefits

Authorized By:

Christina Brandolini, Director of Human Resources

Contact/Phone Number:

Christina Brandolini/407-665-7940

Background:

The update of Subsection 501.0 (Paid Time Off Leave) includes reducing the time for requesting PTO "buyback" from October 1 - December 2 to November 1 - November 30. Additionally, employees may only submit one (1) request during the buyback period. These changes are being made to ensure efficiency in the payroll process and reduce the administrative time the Clerk's payroll team spends managing these requests. The recommended language also provides further benefit to county employees by allowing the "buyback" hours to be paid out on a separate, individual check.

The update of Subsection 503.0 (Holidays) includes outlining the day on which Veteran's Day and Martin Luther King's Birthday are observed, as well as adding Christmas Eve to the observed holiday list. The recommended language aims to provide clarity for the days these holidays are observed by County closure.

The updates will take effect immediately following adoption by the Board.

Requested Action:

Staff requests that the Board of County Commissioners approve and authorize the Chairman to execute a Resolution amending Subsections 501.0 and 503.0 within Section 24.15 (Personnel Policies and Procedures) of the Seminole County Administrative Code.



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Christina Brandolini, Director, Human Resources

From: Desmond W. Morrell, Senior Assistant County Attorney *Desmond W. Morrell*
Ext. 7243

Date: January 10, 2024

Subject: Administrative Code Changes – Personnel Policies and Procedures

Attached are the proposed Subsections 501.0 and 503.0 of Section 24.15 of the Seminole County Administrative Code, along with the amending Resolution and Resolution Adoption Guidelines. Please note that the proposed Subsections of Section 24.15 being revised must be attached to the Resolution when placing on the BCC Agenda.

Please follow the procedures outlined on the updated Resolution Adoption Guidelines, and feel free to contact me if you have additional changes or questions. Thanks.

Attachments:
Resolution
Proposed Subsections 501.0 and 503.0 of Section 24.15
Resolution Adoption Guidelines

Cc: Darren Gray, County Manager
Katherine Latorre, County Attorney

RESOLUTION NO. 2024 R-_____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY AMENDING SUBSECTIONS 501.0 (PAID TIME OFF LEAVE) AND 503.0 (HOLIDAYS) IN SECTION 24.15 (PERSONNEL POLICIES AND PROCEDURES); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, Seminole County aims to streamline the PTO Buyback Program and alleviate the burden on payroll staff by shortening the period for processing the buyback requests; and

WHEREAS, Seminole County seeks to provide clarity regarding the observance of various holidays by County staff.

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

Section 1. Subsection 501.0 (Paid Time Off Leave) of Section 24.15 (Personnel Policies and Procedures) of the Seminole County Administrative Code is hereby amended by replacing it in its entirety with the amendment attached to and made a part of this Resolution as Exhibit A.

Section 2. Subsection 503.0 (Holidays) of Section 24.15 (Personnel Policies and Procedures) of the Seminole County Administrative Code is hereby amended by replacing it in its entirety with the amendment attached to and made a part of this Resolution as Exhibit B.

Section 3. This Resolution and the attached Exhibits will take effect immediately following their adoption of and will remain in effect until terminated or superseded by further action of the Board.

ADOPTED this _____ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

Attachment:

Exhibit A: Subsection 501.0 of Section 24.15

Exhibit B: Subsection 503.0 of Section 24.15

DWM/sjs
2/9/24

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501.0 PAID TIME OFF LEAVE

POLICY:

It is the policy to grant paid time off leave to permanent members in accordance with established guidelines.

COMMENTS/PROCEDURES:

- (1) Paid time off hours are accrued based on the member's length of service.
- (2) Permanent members will accrue paid time off leave hours according to the following schedule:

| <u>Full Time</u> | <u>40-Hour Members Hours Per Weekly Accrual</u> | <u>56-Hour Non-bargaining Members Hours Per Weekly Accrual</u> |
|-------------------------|--|---|
| 0 - 5 years | 3.1 | 7.4 |
| 5+ - 10 years | 3.6 | 8.8 |
| 10+ - 15 years | 4.1 | 10.2 |
| 15+ - 20 years | 4.6 | 11.6 |
| 20+ years | 5.1 | 13.0 |

| <u>Part Time</u> | <u>Hours Per Weekly Accrual</u> |
|-------------------------|--|
| 0 – 5 years | 1.6 |
| 5+ -10 years | 1.8 |
| 10+ -15 years | 2.0 |
| 15+ -20 years | 2.2 |
| 20+ years | 2.4 |

- (3) Permanent members may use paid time off leave for any reason including vacation, illness, medical appointments, personal business, etc. Members are required to arrange and obtain prior/advance approval of paid time off leave. Supervisors can consider same day request for illnesses.
- (4) Paid time off leave shall not be accrued by or granted to temporary members.
- (5) No member shall be granted paid time off leave unless the time granted shall have already accrued prior to the leave period. Paid time off leave shall not be used in increments of less than one quarter hour (fifteen minutes).



- (6) Full-time members, upon separation with six month's service, will receive payment of all unused accrued paid time off leave up to a maximum of 960 hours. Part-time members, upon separation with six month's service, will receive payment of all unused accrued paid time off leave up to a maximum of 480 hours.
- (7) Members participating in the Florida Retirement System Deferred Retirement Option Program (DROP) may receive payments of all unused accrued paid time off up to a maximum of 500 hours upon entering the DROP. The hours paid out at that time shall be deducted from the maximum number of hours which may be paid out at the time the members separates.
- (8) Upon implementation of the Paid Time Off Benefit Program, sick leave hours in excess of hours converted to paid time off may be retained by the member. Such hours may be used for absences of 40 or more consecutive hours which are due to the illness of the member or the member's immediate family. Immediate family shall mean Father, Mother, Brother, Sister, Wife, Husband, Son, Daughter, Daughter-in-Law, Son-in-Law, Father-in-Law, Mother-in-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Grandfather, Grandmother, Grandchild, Foster Child or Legal Guardian, Brother-in-Law, Sister-in-Law. (Note: Such sick leave hours are NOT eligible for payment upon separation and shall be forfeited.)
- (9) Eligible members may participate in the Paid Time Off Buyback Program each fiscal year. Full-time members must maintain a minimum balance of 240 hours of accrued leave after payout; part-time members must maintain a minimum balance of 120 hours of accrued leave after payout. Fifty-six (56) hour non-bargaining members must maintain a minimum balance of 336 hours of accrued leave after payout. ~~Payment will be processed, if requested by the member, during the first quarter of the fiscal year (October 1 – December 1).~~ Members may request "buyback" hours from November 1 – November 30. Payment of hours will be processed as an off-cycle payroll in December. Individuals may only submit one (1) request during the request enrollment period.
- (10) The County Manager will authorize the maximum amount of Paid Time Off Hours members may sell back as part of the annual budget process. For Program details, refer to the County Manager Policies.

**503.0 HOLIDAYS****POLICY:**

It is the policy to designate and observe certain days each year as holidays.

COMMENTS/PROCEDURES:

(1) All permanent members are entitled to the following paid holidays on an annual basis:

| | |
|-------------------------------|--|
| New Year's Day | January 1 |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | As designated <u>November 11</u> |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday |
| <u>Christmas Eve</u> | <u>December 24</u> |
| Christmas Day | December 25 |
| Martin Luther King's Birthday | As designated <u>Third Monday in January</u> |
| Personal Day (Birthday) | Designated as the member's birthday, to be observed on the birthday, or within 12 months thereafter with sufficient prior notification to the supervisor. |
| Work/Life Day | One (1) calendar day to be taken in a full-day increment, with prior supervisory approval, to encourage a healthy balance between personal and professional needs. |

~~According to the day of the week on which Christmas Day falls, the holiday schedule is as follows:~~

| <u>Day Christmas Falls</u> | <u>Day(s) Off</u> |
|---------------------------------------|-------------------------------------|
| Monday | Monday |
| Tuesday | Monday & Tuesday |
| Wednesday | Tuesday & Wednesday |
| Thursday | Wednesday & Thursday |
| Friday | Thursday & Friday |
| Saturday | Friday |
| Sunday | Monday |

~~If Christmas Eve, December 24th falls on Sunday, the County will observe Monday, December 25th and Tuesday, December 26th.~~

- (2) Temporary and on-call members and members on an unpaid leave of absence are not eligible to receive holiday pay. Permanent members are eligible to receive their regular rate of pay for each observed holiday.
- (3) A holiday that occurs on a Saturday or Sunday will be observed the preceding Friday or following Monday for all members who normally work Monday through Friday.
- (4) To be eligible for holiday pay, the member must be on the active payroll for his/her scheduled workday before and after the designated holiday.
- (5) The County recognizes that some members may wish to observe, as periods of worship or commemoration, certain days which are not included in the County's holiday schedule. Accordingly, members who would like to take a day off for such reasons may be permitted to do so if the member's absence from work will not result in an undue hardship on the conduct of the County's business and if prior approval has been obtained from the member's supervisor. Members may use accumulated days of paid time off on such occasions, or they may take such time off as an unpaid, excused absence.
- (6) The County reserves the right to schedule work on an observed holiday. Non-exempt members who work on an observed holiday will be paid for the hours worked plus holiday pay.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0036

Title:

Approve and authorize the Chairman to execute the Resolution amending Seminole County Administrative Code by creating a new Section 3.53 Public Records Request Policy, deleting Section 20.36 Public Records Fees, and creating Section 3.54 Public Records Maintenance, Storage, and Retention Policy. Countywide (**Meloney Koontz, Assistant County Manager on behalf of Andrea Wesser-Brawner Chief Innovation and Strategic Initiatives Officer**)

Division:

Innovation and Strategic Initiatives - Innovation and Strategic Initiatives

Authorized By:

Darren Gray, County Manager

Contact/Phone Number:

Meloney Koontz/407-665-7225

Background:

Chapter 119, Florida Statutes establishes the general state policy on public records and in the absence of a statutory exemption, provides a right of access to the records of state and local governments as well as to private entities acting on their behalf. Seminole County has followed Chapter 119, Florida Statutes, and with the creation of a new Section 3.53 Public Records Request Policy, Seminole County establishes an administrative process for County employees to properly respond to, coordinate, and fulfill public records requests. An annual mandatory training event will be established, the first occurring within 60 days of approval.

Section 20.36 of the Seminole County Administrative Code contains public record fee information, which has been updated and consolidated to Section 3.53. Section 20.36 will be deleted.

Section 3.54 of the Seminole County Administrative Code is created and will provide administrative direction for County employees to properly maintain, store, retain, and dispose of public records in compliance with Florida Statutes, the Florida

Administrative Code, and the Rules established by the Florida Division of Library and Information Services of the Department of State. The retention schedule for most County Public Records is the GS1-SL - State and Local Government Agencies.

Requested Action:

Staff requests approval and authorization for the Chairman to execute the Resolution amending Seminole County Administrative Code by creating a new Section 3.53 Public Records Request Policy, deleting Section 20.36 Public Records Fees, and creating Section 3.54 Public Records Maintenance, Storage, and Retention Policy.

RESOLUTION NO. 2024 R-_____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY CREATING A NEW SECTION 3.53 (PUBLIC RECORDS REQUEST POLICY) TO PROVIDE AN ADMINISTRATIVE PROCESS FOR COUNTY EMPLOYEES TO RESPOND TO, COORDINATE, AND FULFILL PUBLIC RECORDS REQUESTS; DELETING SECTION 20.36 (PUBLIC RECORDS FEES); CREATING A NEW SECTION 3.54 (PUBLIC RECORDS MAINTENANCE, STORAGE, AND RETENTION POLICY) TO PROVIDE ADMINISTRATIVE DIRECTION FOR COUNTY EMPLOYEES TO PROPERLY MAINTAIN, STORE, RETAIN, AND DISPOSE OF PUBLIC RECORDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, Section 3.53 of the Seminole County Administrative Code will establish an administrative process for County employees to respond to, coordinate, and fulfill public records requests; and

WHEREAS, Section 20.36 of the Seminole County Administrative Code contains public record fee information, which is being updated and consolidated into Section 3.53 of the Seminole County Administrative Code for efficient administration of public record requests; and

WHEREAS, Section 3.54 of the Seminole County Administrative Code will provide administrative direction for County employees to properly maintain, store, retain, and dispose of

public records in compliance with Florida Statutes, the Florida Administrative Code, and the Rules established by the Florida Division of Library and Information Services of the Department of State, and

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

Section 1. A new Section 3.53 of the Seminole County Administrative Code is hereby created and made a part of this Resolution as Exhibit A.

Section 2. Section 20.36 of the Seminole County Administrative Code is hereby deleted in its entirety and made part of this Resolution as Exhibit B.

Section 3. Section 3.54 of the Seminole County Administrative Code is hereby created and made a part of this Resolution as Exhibit C.

Section 4. This Resolution and the attached Exhibits will take effect immediately following their adoption and will remain in effect until terminated or superseded by further action of the Board.

ADOPTED this _____ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

Attachments:

- Exhibit A: Section 3.53
- Exhibit B: Section 20.36
- Exhibit C: Section 3.54

BP/sjs
2/9/24

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SECTION 3. COUNTY ADMINISTRATION

3.53 PUBLIC RECORDS REQUEST POLICY

A. PURPOSE. The purpose of this Public Records Request Policy is to provide an administrative process for County employees to properly respond to, coordinate, and fulfill a Public Records Request ("Request") in compliance with Chapter 119, Florida Statutes, also known as the "Public Records Act".

B. SCOPE. The Public Records Act provides a right of access to the records of state and local governments as well as private entities acting on their behalf. Unless an Exemption exists, this right of access applies to all materials made or received by the County in connection with the transaction of official business which are used to perpetuate, communicate, or formalize knowledge. Therefore, every person who has custody of a Public Record must permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under Reasonable Conditions, and under supervision by the Custodian of the Public Records.

C. DEFINITIONS.

(1) *Actual Cost of Duplication* means the cost of the materials and supplies used to duplicate the Public Record but does not include the labor and overhead costs associated with such duplication.

(2) *Confidential* means information is not subject to inspection or copying by the public and may be released only to those persons and entities designated in the Public Records Act.

(3) *County* means Seminole County.

(4) *Custodian* means the designated County employee(s) within a department, division, or office, including Commissioner offices, of the County whose responsibilities include communicating with the Public Records Coordinator and gathering Public Records in response to Requests.

(5) *Extensive* means in excess of fifteen (15) minutes.

(6) *Exempt or Exemption* means a provision of general law which provides that a specified record or meeting, or portion thereof, is not subject to the access requirements of Section 119.07(1), Florida Statutes, Section 286.011, Florida Statutes, or Article I, Section 24 of the State Constitution, as any one of these may be amended.

(7) *Information Technology Resources* means data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training.

(8) *Public Records* mean 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 County.

(9) *Public Records Coordinator* means the County employee(s) designated by the County Manager whose responsibilities include communicating with the requester and coordinating with the Custodian in the fulfillment of Requests.

(10) *Reasonable Conditions* mean reasonable regulations that would permit the Custodian to protect Public Records from alteration, damage, or destruction, and to ensure that the person reviewing the Public Records is not subjected to physical constraints designed to preclude review.

(11) *Redact* means to conceal from a copy of an original Public Record, or to conceal from an electronic image that is available for public viewing, that portion of the Public Record containing Exempt or Confidential information.

D. GENERAL INFORMATION.

(1) Requests are *not* required to be made in writing. As such, Requests may be made in person, over the phone, through email, on a sticky note, or in any other manner which is sufficient for the Custodian to identify the Public Records desired.

(2) A person who requests Public Records is not required to provide his or her name or contact information to receive the Public Records requested.

(3) A person is not required to explain the purpose or reason for the Request.

(4) The County must provide a copy or allow inspection of the Public Record in the medium requested if the County maintains the Public Record in that medium, and the County may charge a fee in accordance with Chapter 119, Florida Statutes. The County is not required to create new or reformat existing Public Records in response to a Request.

(5) The Public Records Act requires the County to provide access to or copies of Public Records but does not require that the County provide *information* from or about the Public Records.

E. COPYING OR INSPECTION OF PUBLIC RECORDS.

(1) **Public Record Request Received.** Upon receipt of a Request, the Request must be promptly reviewed and forwarded to the applicable Custodian and the Public Records Coordinator.

(2) **Acknowledge.**

(a) The Public Records Coordinator must promptly respond to the requester in writing acknowledging the Request. If the Request was made verbally or the requester did not provide contact information, the Request must be acknowledged upon receipt of the Request verbally to the extent feasible, and notes must be kept as to the date and time the Request is received and acknowledged. See Attachment A for sample language.



(b) If the Request is ambiguous or if it is determined that the Request is insufficient to identify the Public Records sought, the Public Records Coordinator must promptly contact the requester stating that more information is needed to produce the Public Records. See Attachment A for sample language.

(3) Notification and Initial Evaluation.

(a) The Public Records Coordinator must promptly provide notification of the Request to the applicable Custodian. Prior to any work being performed by the County in response to the Request, the Public Records Coordinator, in coordination with the Custodian, must evaluate the Request to determine whether there will be Extensive use of Information Technology Resources, or Extensive clerical or supervisory assistance, or both. If no Extensive use of Information Technology Resources, or Extensive clerical or supervisory assistance, or both are needed, the Custodian must promptly begin gathering Public Records that are responsive to the Request. Thereafter, the Public Records must be provided by the Custodian to the Public Records Coordinator to fulfill and close out the Request.

(4) Extensive Use of Information Technology Resources or Extensive Clerical or Supervisory Assistance, or Both.

(a) If Extensive use of Information Technology Resources, or Extensive clerical or supervisory assistance, or both, are needed to produce the requested Public Records, the County may impose a reasonable special service charge that reflects the actual costs incurred for the Extensive use of such resources or personnel.

(b) The Custodian must provide the Public Records Coordinator the estimated amount of time it will take for any Extensive clerical or supervisory assistance in gathering and reviewing the Public Records for Exempt or Confidential information.

(c) If the Request involves e-mails, the Public Records Coordinator must contact Information Technology ("I.T.") for I.T. to provide the estimated amount of time it will take for any Extensive use of Information Technology Resources needed to perform a search of the County servers. Generally, I.T. will only perform a search of e-mails. The Public Records Coordinator must coordinate with I.T. to determine if there are any other software platforms that may contain Public Records responsive to the Request. At minimum, I.T. will need the following information:

(i) the date range for the search if a date range is provided by the requester; and

(ii) the specific search terms.

NOTE: I.T. will only search the exact terms provided. Do not add search terms or parameters outside of what has been expressly requested. In addition, if there are Public Records known to exist that are not produced by the search terms, the Public Records Coordinator must review the search terms and parameters to determine the deficiency and provide I.T. with additional search terms or parameters.



(5) Deposit and Gathering Public Records.

(a) If Extensive use of Information Technology Resources, or Extensive clerical or supervisory assistance, or both are required, the Public Records Coordinator must complete and provide the requester a Special Service Charge Form ("Form"), which will inform the requester that a deposit of fifty percent (50%) of the estimate will be required before beginning any work on the Request, with the remaining fifty percent (50%) of the estimate to be collected prior to producing the Public Records to the requester. If the Request was made verbally, the information from the Form should be communicated to the requester and notes must be kept as to the date and time the communication takes place. See Attachment B for an example as to how the Public Records Coordinator will calculate costs and charges.

(b) Once the County receives the initial fifty percent (50%) deposit, the Public Records Coordinator must notify the Custodian(s) and I.T., as applicable, who must promptly begin gathering Public Records that are responsive to the Request.

(c) If at any time during the gathering of the Public Records, the estimated amount of time is anticipated to increase, the Custodian(s) and I.T., as applicable, must stop work, and notify the Public Records Coordinator. The Public Records Coordinator must request approval of the cost estimate increase from the requester, in writing, prior to the Custodian(s) and I.T. staff, as applicable, continuing to gather the Public Records.

(d) If at any time during the gathering of the Public Records, a Custodian discovers that information may be in the custody of another County department, division, or office, the Custodian must promptly notify the Public Records Coordinator.

(6) Redact.

(a) The Custodian(s) must review and Redact statutorily authorized Exempt or Confidential information within Public Records gathered from the Custodian's department, division, or office, including Commissioner offices, and Public Records searched for by I.T., as applicable. A resource document consisting of a common list of Exempt and Confidential Information can be requested from the Public Records Coordinator.

(i) A Custodian who asserts that an Exemption applies to a part of such Public Record must redact that portion of the Public Record to which an Exemption has been asserted and validly applies, and such Custodian must produce the remainder of the Public Record to the Public Records Coordinators for inspection and copying.

(ii) If a Custodian contends that all or part of the Public Record is Exempt from inspection and copying, he or she must state the basis of the Exemption that he or she contends is applicable to the Public Record, including the statutory citation to an Exemption created or afforded by statute.



(iii) If requested by the Requester seeking to inspect or copy the Public Record, the Custodian of Public Records must state in writing and with particularity the reasons for the conclusion that the record is Exempt or Confidential.

(b) The Custodian must provide a cover memo in a form approved by the County Manager's Office, to the Public Records Coordinator with the basis and the statutory citation for any Redacted Exempt or Confidential information.

(c) Upon reviewing, if there are any responsive Public Records to or from the County Attorney's Office, including Public Records pertaining to actual or potential litigation involving the County, the Custodian reviewing the Public Records must notify the Public Records Coordinator who must contact the County Attorney's Office to review the Public Records for Exempt or Confidential information prior to releasing the Public Records.

(7) **Fulfill.** Once review and Redaction is completed, if any, the Custodian must copy any responsive electronic Public Records on a thumb drive along with any other gathered responsive Public Records and communicate to the Public Records Coordinator that the Public Records are ready. The Public Records Coordinator must collect the remaining fifty percent (50%) of the balance due, if any, prior to producing the Public Records. Once the remaining fifty percent (50%) of the balance due is provided to the County by the requester, the Public Records Coordinator must provide the Form and cover memo, as applicable, and provide the Public Records responsive to the Request.

(8) **Closeout.**

(a) **Completed Requests.** Once the Public Records have been provided to the requester, the Request may be closed as having been completed.

(b) **Lack of Response from Requester.** If, after notifying the requester of all estimated applicable costs and charges, the requester does not respond, then the Public Records Coordinator must follow up with the requester after seven (7) calendar days from the date of the initial notification of the estimated applicable costs and charges. If, after seven (7) calendar days from the date of the initial follow up, the requester has not responded to the estimated applicable costs and charges, the Public Records Coordinator must follow up again with the requester. If the requester does not respond after seven (7) calendar days from the last follow up, the Public Records Coordinator may close the Request.

(c) **Refusal of Requester to Pay Estimated Costs and Charges.** If the requester refuses to provide the estimated applicable costs and charges, the Public Records Coordinator may close the Request.

**F. FEES FOR INSPECTING AND COPYING.**

(1) Pursuant to Section 119.07, Florida Statutes, as may be amended, the following fees will be imposed for all Requests:

| | |
|---|---|
| <u>For each one-sided copy of not more than 8 ½ by 14 inches</u> | <u>\$0.15</u> |
| <u>For each two-sided copy of not more than 8 ½ by 14 inches</u> | <u>\$0.20</u> |
| <u>For each certified copy of a Public Record</u> | <u>\$1.00</u> |
| <u>All other copies and materials</u> <u>Examples include but are not limited to, envelopes, postage, and thumb drives</u> | <u>Actual Cost of Duplication</u> |
| <u>Extensive use of Information Technology Resources or Extensive clerical or supervisory assistance, or both</u> | <u>Actual Cost of Duplication + special service charge</u> <u>The special service charge must be reasonable and based on the actual labor costs involved</u> |

(2) The fees authorized in this Public Records Request Policy are in addition to any other fees authorized by Florida Statutes.

G. PUBLIC RECORDS TRAINING. All County department, division, office directors and managers, Commission aides, Custodian(s), and all other County Employees required by the County Manager's Office must attend an initial training on this Public Records Request Policy and thereafter on an annual calendar basis.

H. DESIGNATION OF CUSTODIAN(S). All County department, division, and offices, including Commission offices, must provide the County Manager's Office the name of the Custodian(s) annually each calendar year or if there is a change, whichever occurs first.

I. AUTHORITY. Resolution 2024-R-_____ adopted _____



Attachment A

Sample Responses

Acknowledgment of a Public Records Request:

This correspondence will acknowledge receipt of your public records request made on _____, 20____, for [briefly summarize the request, or, if lengthy, "the records enumerated in your attached letter"]. We are reviewing our records to determine if there are any records responsive to your request. Once this has been determined, I will provide you an estimate of the cost, if any, to provide these records, as authorized by Florida Statutes.

Ambiguous Public Records Request:

This will acknowledge receipt of your public records request made _____, 20____. I understand your public records request to be as follows: [restate what you think they are asking for]. If this is not your request, please let me know immediately to assist you in fulfilling your request.



Attachment B

Example on Calculating Costs and Charges

Example:

John Doe requests all records pertaining to the property located at 1234 ABC Street, Sanford, Florida. It is determined by I.T. that 4,321 records exist pertaining to the Request, excluding the removal of any duplicates.

Public Records Coordinator determines that a special service charge must be imposed for review/Redaction of records since the volume of the records and the number of potential Exemptions will make review and Redaction of the records an Extensive task.

| | |
|--|--|
| <u>Extensive use of Information Technology Resources</u> | <u>2 hours (estimated time provided by I.T.)</u> <u>2 hours x \$45.00 (hourly rate of I.T. staff person) = \$90.00</u> |
| <u>Thumb Drive</u> | <u>\$5.00</u> |
| <u>Extensive use of Clerical Labor</u> | <u>7 hours (estimated time provided by Custodian)</u> <u>\$15.00 (hourly rate of Custodian)</u> <u>7 x \$15.00 = \$105.00 (cost of review/Redaction)</u> |
| <u>Total:</u> | <u>\$200.00</u> |
| <u>Initial 50% Deposit</u> | <u>\$100.00</u> |
| <u>Remaining 50% Balance Due</u> | <u>\$100.00</u> |



SECTION 20. FEE RESOLUTIONS

20.36 PUBLIC RECORDS FEES

A. PURPOSE. ~~To establish a uniform procedure for the photocopying of public records by the various departments and divisions of the Board of County Commissioner for the general public at a reasonable cost, and to establish accountability of monies received for making photocopies of public records and the mailing of same by the various departments and divisions. Section 119.07, Florida Statutes, authorizes the establishment of fees for the cost of providing copies of public records.~~

B. DEFINITIONS.

(1) ~~"Board" means Board of County Commissioners of Seminole County, Florida.~~

(2) ~~"Department" means departments or offices under the Board of County Commissioners and shall include Boards, Commissions and similar bodies appointed by the Board of County Commissioners.~~

(3) ~~"Division" means an office under a department.~~

(4) ~~"Public record" shall have the meaning set forth in Section 119.011(1), Florida Statutes.~~

(5) ~~"Information technology resources" shall have the meaning set forth in Section 282.303 (10), Florida Statutes.~~

(6) ~~"Extensive" shall mean use of staff resources in excess of 15 minutes.~~

C. SERVICE CHARGES.

(1) ~~The Department or Division shall make the following charges for services rendered by their respective offices in responding to public records requests. Copies of public records shall be available on a cash and carry basis. Cash, money orders and personal checks will be accepted. Checks and money orders shall be made payable to the Seminole County Board of County Commissioners.~~

(a) ~~Fifteen cents (\$.15) for each copy of each page made by copy machine; provided that the copy paper size does not exceed 8 1/2 " by 14" (legal size) and; provided, further that the copy is imprinted on one (1) side only.~~

(b) ~~Twenty five cents (\$.25) for each copy of each page made by copy machine for 11" by 17" (ledger) and; provided, further that the copy is imprinted on (1) side only.~~



~~(c) An additional five cents (\$.05) for each copy as set forth in C. (1)(a) and (b), above, which is imprinted on two (2) sides.~~

~~(d) As to all other copies, the actual cost of duplication of the record or document.~~

~~(e) Electronic file copies shall be charged staff time, if extensive, as defined above.~~

~~(f) Video copies — Duplicate copies of televised meetings or productions shall be charged fees as set forth in the established SGTV policies.~~

~~(g) For Blueline Prints of Contour Aerials, FIVE AND NO/100 DOLLARS (\$5.00) per copy.~~

~~(h) For Mylar Prints of Contour Aerials, TEN AND NO/100 DOLLARS (\$10.00) per copy.~~

~~(i) For Blueline Prints of Historical Aerials, FIVE AND NO/100 DOLLARS (\$5.00) per copy.~~

~~(j) For Blueline Prints of Engineering Drawings, FIVE AND NO/100 DOLLARS (\$5.00) per copy.~~

~~(k) For Mylar Prints of Historical Aerials, TEN AND NO/100 DOLLARS (\$10.00) per copy.~~

~~(l) Mylar Prints of Engineering Drawings, TEN AND NO/100 DOLLARS (\$10.00) per copy.~~

~~(m) For Survey Corner Books, TWENTY AND NO/100 DOLLARS (\$20.00) per copy.~~

~~(n) If the copies are to be mailed at the request of the requestor, a charge of \$3.50 for handling plus all applicable postage expenses shall be made. Requests for public records to be mailed by a Department or Division shall be paid in advance.~~

~~(2) If the nature or volume of public records requested to be inspected, examined or copies is such to require extensive use of County technology resources or extensive clerical or supervisory assistance or both, the Department or division may charge an additional special service charge which shall be based on the cost incurred for the use of the technology resources as listed in the County Manager's policies setting forth such costs and hourly rate of personnel providing the services. This charge shall be based on the costs actually incurred.~~



~~(3) — In the event that due to the size or configuration of a public record, it cannot be reproduced on equipment owned or operated by the County, the requestor shall pay in advance the estimated cost that will be charged to the County for outside reproduction services as the base copy charge. Full payment must be made prior to the release of the document to the requestor.~~

~~**D. — INSPECTION OF PUBLIC RECORDS.** Public records are open to the general public to be inspected and examined by any person desiring to do so, at reasonable times, under reasonable conditions, and under the supervision by the custodian of the records or his designee. The Department or Division shall furnish photocopies of public records upon payment of charges within a reasonable time on a first-come-first-serve basis.~~

~~**E. — PREPRINTED AND PRE-PRICED DOCUMENTS.** The charges established herein do not apply to preprinted or pre-priced documents which have established fee schedules approved by the Board, including, but not limited to, the Seminole County Code, the Land Development Code, County maps, aerial photographs.~~

~~**F. — RECEIPTS FOR SERVICE CHARGES.** Departments and Divisions shall prepare a receipt for monies received for photocopying and mailing charges. One (1) copy will be given to the requestor, one (1) copy will be retained in the Department or Division and one (1) copy will be given to the Clerk's Office upon deposit of monies.~~

~~**G. — DEPOSIT OF MONIES.** Any money received shall be deposited with the Clerk of the Circuit Court and credit that amount to a separate account in the general revenue ledger.~~

~~**H. — AUTHORITY.** Resolution 98-R-104 adopted May 12, 1998
Resolution 2005-R-99 adopted June 14, 2005
Resolution 2007-R-42 adopted March 13, 2007~~



SECTION 3. COUNTY ADMINISTRATION

3.54 PUBLIC RECORDS MAINTENANCE, STORAGE, AND RETENTION POLICY

A. PURPOSE. The purpose of this Public Records Maintenance, Storage, and Retention Policy ("MSR Policy") is to provide administrative direction for County employees to properly maintain, store, retain, and dispose of Public Records in compliance with Florida Statutes, the Florida Administrative Code, and the Rules established by the Florida Division of Library and Information Services of the Department of State ("Rules").

B. DEFINITIONS.

(1) *County* means Seminole County.

(2) *Custodian* means the designated County employee(s) within a department, division, or office, including Commission offices, of the County whose responsibilities, at minimum, include communicating with the Public Records Coordinator, gathering Public Records in response to Requests, and maintaining, storing, and disposing of Public Records as authorized in this MSR Policy.

(3) *Division* means the Florida Division of Library and Information Services.

(4) *Public Records* mean 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 County.

(5) *Public Records Coordinator* means the County employee(s) designated by the County Manager whose responsibilities include communicating with the requester and coordinating with the Custodian in the fulfillment of Public Record requests.

C. RECORDS MANAGEMENT LIAISON OFFICER.

(1) **Designation.** The County Manager is responsible for designating a Seminole County Records Management Liaison Officer ("RMLO"), as required by Section 257.36(5)(a), Florida Statutes, as may be amended.

(2) **RMLO Responsibilities.** The RMLO is responsible for:

(a) *serving as a point of contact between County and the Division;*

(b) *working with the Division to establish new Public Record retention schedules and ensuring the appropriate disposition of Public Records eligible for destruction;*

(c) *training and advising County staff in Public Record management practices;*



(d) participating in County decision-making for issues such as preservation, access, digital imaging, storage, and disposal;

(e) working with County Information Technology staff to ensure information systems comply with Public Record management requirements; and

(f) reporting annually to the Division regarding County's compliance with records management statutes and rules.

D. SEMINOLE COUNTY DEPARTMENT, DIVISION, AND OFFICE RESPONSIBILITIES.

(1) All County department, division, and office directors, managers, Commission aides, and Custodians are responsible for Public Records management oversight within their respective department, division, and offices. Custodians are responsible for keeping a current inventory of all Public Records within their respective department, division, and offices and of all Public Records stored with a County-authorized off-site storage vendor.

(2) Annually, all Custodians must coordinate with the highest-level County employee within the respective County department, division or office to complete a Records Management Compliance Statement in a form prescribed by County Information Technology and provide the same to the RMLLO. Thereafter, the RMLLO must complete a Records Management Compliance Statement for signature by the Commission Chair and submit the same to the Division in accordance with the Division's requirements.

E. MAINTENANCE AND STORAGE OF PUBLIC RECORDS. All Public Records should be secured in, and may not be removed from, the building or office in which they are ordinarily used for official purposes. Public Records in an electronic format must be stored on County systems and may not be stored on personal devices. In general, Public Records may be scanned in a PDF or PDF/A format and designated as the record copies, and the original physical copy can be designated as a duplicate and disposed of in accordance with the "Retention Schedules and Disposal of Public Records" Section of this MSR Policy, provided that the electronic records are in compliance with Rule 1B-26.003, Florida Administrative Code, as may be amended, and the completeness and accuracy of the scanned copies have been verified. Other formats in which Public Records may be scanned are provided for on the International Organization for Standardization's ("ISO") website: www.iso.org.

F. RETENTION SCHEDULES AND DISPOSAL OF PUBLIC RECORDS.

(1) County must comply with the Rules adopted by the Division establishing retention schedules and the disposal process for Public Records regardless of the format of the Public Records. The retention schedules for most of the County's Public Records are in GS1-SL – State and Local Government Agencies, as may be amended. Additional retention schedules can be found through the Division's website. County is not permitted to reduce the retention periods adopted by the Division; however, retention periods may be extended, for reasons such as audits, litigation, Public Record requests, accreditation standards, or the need to comply with Federal, state, and local laws and regulations.



Retention periods are determined by the content, nature, and purpose of the Public Records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted. If a County department, division, or office director or manager, in coordination with the applicable Custodian, determines the Public Record should be stored with a County-authorized off-site storage vendor because the Public Record is not used or referenced more than once a year, the applicable County director or manager and Custodian may box and send the Public Records to a County-authorized off-site storage vendor until the retention period has been met for disposal of the Public Record.

(2) Prior to the disposal of Public Records, Custodians must review GS1-SL – State and Local Government Agencies and consider specific retention schedules, audits, litigation, Public Record requests, whether the Public Records are confidential or exempt, accreditation standards, and Federal, state, and local laws and regulations. Once this information has been reviewed, the Custodian must provide a Records Destruction Form to the highest-level County employee within the respective County department, division or office to complete and submit to the RMLO for written approval, irrespective of whether such written approval is electronically provided or in hard copy form. Once written approval is provided by the RMLO, the Custodian(s) must make every effort to locate copies of Public Records in other departments, divisions, and offices in the County and provide the applicable Custodian(s) a copy of the written approval. The Public Records may then be disposed.

G. VIOLATION. Violation of this MSR Policy may result in disciplinary action up to and including termination of employment.

H. AUTHORITY. Resolution 2024-R-_____ adopted _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0086

Title:

Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code for Seminole County Arts and Cultural Grant Program. Countywide (**Rick Durr, Parks and Recreation Director on behalf of Andrea Wesser-Brawner, Chief Innovation and Strategic Initiatives Officer**)

Division:

Parks and Recreation - Business Office

Authorized By:

Richard Durr, Parks and Recreation Director

Contact/Phone Number:

Jaquelin Massaline/407-665-2172

Background:

Section 28.40 of the Seminole County Administrative Code pertains to the Seminole County Arts and Cultural Grant. The County established its own arts and cultural grant program in 2020 to distribute arts funds, formalizing these procedures in Section 28.40 of the Seminole County Administrative Code. Following an evaluation of the program's internal procedures, the Board of County Commissioners determined it could enhance the efficiency of appropriating these funds to support the arts and cultural activities of the County. On October 10, 2023, the Board expressed its wishes to discontinue the arts and cultural grant program and implemented a streamlined process for disbursing these funds. To effectuate the Board's wishes, it is necessary to remove Section 28.40 of the Seminole County Administrative Code.

Please note the FY 2023/2024 arts allocation was distributed evenly between the Seminole Cultural Arts Council and Wayne Densch Performing Arts.

Requested Action:

Staff requests the board approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code for Seminole County Arts and Cultural Grant Program.

RESOLUTION NO. 2024 R-_____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY DELETING SECTION 28.40 (SEMINOLE COUNTY ARTS AND CULTURAL GRANT) IN ITS ENTIRETY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the County has historically used its funding to support different arts organizations, programs, and cultural activities within the County; and

WHEREAS, the County established its own arts and cultural grant program in 2020 to distribute these funds, formalizing these procedures in Section 28.40 of the Seminole County Administrative Code;

WHEREAS, following an evaluation of the program’s internal procedures, the Board of County Commissioners (“Board”) determined it can enhance the efficiency of appropriating these funds to support the arts and cultural activities of the County; and

WHEREAS, on October 10, 2023, the Board expressed its wishes to discontinue the arts and cultural grant program and implemented a streamlined process for disbursing these funds; and

WHEREAS, to effectuate the Board’s wishes, it is necessary to remove Section 28.40 of the Seminole County Administrative Code, pertaining to the County’s arts and cultural grant program.

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

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings of the Seminole County Board of Commissioners supporting the need for this Resolution.

Section 2. Section 28.40 of the Seminole County Administrative Code is hereby deleted in its entirety as shown on Exhibit A attached to this Resolution.

Section 3. This Resolution becomes effective upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

Attachment:
Exhibit A: Section 28.40

GLK/sjs
1/31/24
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SECTION 28. LEISURE SERVICES DEPARTMENT

28.40 SEMINOLE COUNTY ARTS AND CULTURAL GRANT.

A. PURPOSE. ~~Seminole County Arts and Cultural Grant (SCACG) is a program funded by Seminole County government to assist nonprofit arts and cultural organizations with general operating support funding. The program is available to 501(c)(3) organizations having been in operation at least two (2) years and having as their primary mission to promote the development and awareness of arts and cultural activities for the residents of Seminole County. The program is administered by the Seminole County Grants Financial Administrator with support from the Seminole County Arts and Cultural Grant Committee. The number of agencies funded each year will be determined by the amount of funding available and allocated during budget development.~~

B. ELIGIBILITY REQUIREMENTS.

(1) ~~Organizational Eligibility. To be eligible for a grant, the organization must meet the following criteria:~~

(a) ~~Have nonprofit 501(c)(3) corporate status for a minimum of two (2) years as of the grant deadline, in good standing with State of Florida Division of Corporations and the IRS. Seminole County will verify current 501(c)(3) status at www.irs.gov and current good standing with the State of Florida Division of Corporations at www.sunbiz.org; and~~

(b) ~~Have completed two (2) years of operations, providing cultural programming defined as production, presentation or instruction of performing, visual, literary or media arts, the sciences, or history and heritage; and~~

(c) ~~Maintain a principal office located in, and provide programming for at least two (2) years within Seminole County; and~~

(d) ~~Have an arts/cultural primary mission; and~~

(e) ~~Have a local governing board, which must include members from Seminole County that meet at least quarterly and operates under a set of bylaws; and~~

(f) ~~Provide equal access and opportunity in employment and services and may not discriminate on the basis of race, color, ethnicity, religion, gender, ancestry, national origin, geography, age, varying abilities, pregnancy, sexual orientation, gender identity, marital status, familial status, citizenship status, or socioeconomic status.~~

(2) ~~Project Eligibility. The proposed project must facilitate the development and awareness of arts and cultural activities within Seminole County, and must be open to the public. Examples include performances, exhibitions, festivals, arts education, and commissioning of new works. In support of this programming, this grant funds both operating expenses and programmatic expenses.~~



~~(a) — Cultural projects must be within the disciplines of dance, folk arts, literature/creative writing, media arts, music, theatre, visual arts, or multi-disciplinary arts forms.~~

~~(b) — All activities funded through this program must be for the use and benefit of the public in Seminole County.~~

~~(c) — Projects must take place between October 1 and September 30.~~

~~(d) — Projects must be designed to elevate and advance arts and culture in the community.~~

C. — FUNDING AVAILABLE. ~~Applicants may request between ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) and FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) and may make only one (1) application per grant period per organization. The match portion is a reimbursement-based grant.~~

D. — GRANT FUNDING/MATCH CATEGORIES. ~~This funding is designed to build capacity and long-term sustainability for the applicant organization therefore the following cash match requirements are in place:~~

~~(1) — Level 1 grant award may be ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) up to TWO THOUSAND NINE HUNDRED NINETY NINE AND 99/100 DOLLARS (\$2,999.99) grant request. No cash match is required for the project.~~

~~(2) — Level 2 grant award may be THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) up to SEVEN THOUSAND FOUR HUNDRED NINETY NINE AND 99/100 DOLLARS (\$7,499.99). A fifty percent (50%) cash match is required.~~

~~(3) — Level 3 grant award may be SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) up to FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00). A one hundred percent (100%) cash match is required.~~

~~Percentages of cash match are based on the final funding amount awarded. For example, if an award of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) is made, the cash match would not be required. An award of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) would require a cash match of FIFTEEN HUNDRED AND NO/100 DOLLARS (\$1,500.00).~~

~~Applicants are encouraged to list any additional funding or any in-kind donated goods or services in the project budget.~~

~~Additional cash or in-kind support will demonstrate commitment to the project for the application review panelists.~~

E. — SEMINOLE COUNTY COMMUNITY CULTURAL GRANT COMMITTEE. ~~The Seminole County Community Cultural Grant Committee consists of the following staff members:~~

~~(1) Grants Financial Administrator,~~



- (2) ~~Leisure Services Director,~~
- (3) ~~Leisure Services Financial Business Administrator, and~~
- (4) ~~Library Services Public Services Manager.~~

F. GRANT PROCESS. ~~The program is overseen by the Seminole County Grants Financial Administrator. Applications received by staff are reviewed for completeness and accuracy before they are submitted to the SCACG Committee. The Committee will review and score each application on the merits of the following criteria within key areas of evaluation. Organizations must receive a minimum score of seventy (70) out of a total of one hundred (100) points in order to be recommended for funding. After selection has been made by the Committee, final approval and execution of Agreements would be required by the Board or designee. The match level grants are reimbursement-based grants. Grant funds may be used for allowable expenses as detailed in the proposal budget and incurred and paid within the grant period. Reimbursements may be requested throughout the grant cycle year.~~

G. REGULATIONS. ~~Grant funds **may not** be used for the following:~~

- (1) ~~Endowments or escrow accounts.~~
- (2) ~~Contributions or donations to other organizations.~~
- (3) ~~Social activities or other related entertainment expenses.~~
- (4) ~~Penalty fees for violations of federal, state, or local laws.~~
- (5) ~~Debt payments for program expenses incurred in a previous fiscal year.~~
- (6) ~~Interest payments or professional fees related to loans or refinancing.~~
- (7) ~~Salaries and wages.~~

H. APPLICATION MATERIALS. ~~All applications and support materials must be submitted electronically before the application deadline. Paper applications will not be accepted. Deadlines will not be extended and partial or incomplete applications will be deemed ineligible.~~

~~Applicants must complete the Eligibility and Application Requirements Checklist, Application document, the Grant Proposal Budget spreadsheet, and Certification and Compliance document. Up to three optional support material documents may be included in the packet in addition to the required documents. Optional support material may include brochures, letters of recommendation, or letters of commitment from collaborators or participating artists. If providing links to video, audio, or other support material, the URLs must be clickable, not set to "private" and not password protected.~~

I. APPLICATION SCORING. ~~The maximum number of points an application can earn is one hundred (100) points. SCACG Committee members will individually score each application. The average of the individual panelist scores will determine the final score.~~



~~The minimum final score of seventy (70) is required to be considered for funding; however, a score of seventy (70) or higher does not guarantee funding. Grant awards are for full funding of the amount requested beginning with the top scoring grant until available program funds are depleted.~~

~~Applications are reviewed and judged by criteria divided into three (3) categories: (1) Community Engagement and Impact; (2) Cultural or Artistic Merit of Project; and (3) Financial and Administrative Oversight. Evidence for meeting the criteria may be found in any portion of an application or associated support materials.~~

~~The following criteria will be used to gauge the merit of the project proposal:~~

- ~~(1) Community Engagement and Impact (40 points):~~
 - ~~• Project will create cultural equity and access by engaging a diverse range of voices and participants, including people with disabilities.~~
 - ~~• Project has been thoughtfully planned and included a wide range of voices during planning.~~
 - ~~• Specific outcomes for the project are clearly stated and attainable.~~
 - ~~• A range of electronic and print communication tools are in place to reach the targeted participants and the general public.~~
- ~~(2) Cultural or Artistic Merit of Project (30 points):~~
 - ~~• Project will create pathways for supporting rural and/or underserved communities and diverse citizens of Seminole County by leveraging existing or new cultural assets.~~
 - ~~• Project will provide quality arts and cultural experiences that are relevant for the targeted participants.~~
 - ~~• Planning process demonstrates a reasonable timetable to implement the project.~~
- ~~(3) Financial and Administrative Oversight (30 points):~~
 - ~~• Administrative and artistic staff are qualified to implement the project and ensure its success.~~
 - ~~• The budget is reasonable and will support full implementation of the project.~~
 - ~~• Appropriate financial and other resources have been or will be secured to support the project.~~

J. SUBMITTING APPLICATION. ~~All applications and supporting documents must be submitted online. Paper applications will not be accepted. Once submitted, the application is final. No changes may be made to submitted documents.~~

K. REPORTING REQUIREMENTS. ~~Grant recipients are **required** to submit a Final Report within thirty (30) days of the close of the granting period (September 30).~~



~~Recipients are also required to notify staff in writing of any changes that occur during the execution of the granted project.~~ Compliance with final reporting requirements is considered when the applicant's future grant applications are reviewed. Failure to complete the funded project within the granting period could also affect an applicant's future grant applications.

L. AUTHORITY. Resolution 2020-R-14 adopted January 28, 2020



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0194

Title:

Approve and authorize the Chairman to execute a Resolution implementing BAR #24-039 in the General Fund to transfer \$6,000 from operating supplies for the purchase of a replacement tennis ball machine. District3 - Constantine (**Timothy Jecks, Management & Budget Director**) Requesting Department - Parks & Recreation

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management and Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

Sanlando Park is Seminole County's primary location for tennis activities, large tournaments, and tennis camps. The tennis ball machine is over 12 years old and currently needs to have one of the machine's five motors replaced. The cost for the part is estimated at \$1,000. The total cost to repair is expected to be higher due to the failure of additional components associated with the motor, and the cost of labor. Over the last 3 years, \$1,500 has been spent on repairs to this machine. Due to the age and recent maintenance costs, we are requesting to transfer budget from Sanlando Park Operating Supplies for the purchase of a new machine. This budget amendment will impact Sanlando Park facility maintenance and tennis program supplies for FY24.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing BAR #24-039 in the General Fund to transfer \$6,000 from operating supplies for the purchase of a replacement tennis ball machine.

2024-R-

BUDGET AMENDMENT REQUEST**BAR#****24-039**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Parks and Recreation / Parks

Fund(s): 00100 - General Fund

| RM Recommendation | |
|-------------------|------------------|
| Dheriot | 2/22/2024 |
| Budget Analyst | Date |
| Budget Director | Date |
| RM Director | Date |

PURPOSE:

This budget ammendment establishes budget for the replacement of a tennis ball machine at Sanlando Park.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

| Type | Fund | Business Unit | Object Account | Sub-sidiary | Account Type | Subledger | Long Item No | Amount |
|---------|------|---------------|----------------|-------------|--------------|-----------|--------------|--------|
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |

Total Sources -Expenditure

| | | | | | | | | |
|-------------|-------|----------|--------|--|--------------------|--|------------|------------|
| Expenditure | 00100 | 02404065 | 560642 | | EQUIPMENT >\$4999 | | 6429999901 | 6,000.00 |
| Expenditure | 00100 | 043816 | 530520 | | Operating Supplies | | 5200438427 | (6,000.00) |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |

Expenditure Sub-Total -Reserve

| | | | | | | | | |
|---------|--|--|--|--|--|--|--|--|
| Reserve | | | | | | | | |
|---------|--|--|--|--|--|--|--|--|

Reserve Sub-Total -**Total Uses** -**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest:

Grant Maloy, Clerk to the Board of County Commissioners

By:

Jay Zembower, Chairman

Date:_____

Date:_____

Entered by the Management and Budget Office

Date:_____

Posted by the County Comptroller's Office

Date:_____



Invoice No. QUOTE

INVOICE

Customer

Name **Sanlando Park Tennis**
 Address **401 West Highland Street**
 City **Altamonte Springs** FL **32714**
 C/O _____

Date **2/15/2024**
 Order No. _____
 Rep **Stan**
 FOB _____

| Qty | Description | Unit Price | TOTAL |
|---|--|------------|------------|
| 1 | Playmate iSMASH Ball Machine | \$5,995.00 | \$5,995.00 |
| 1 | Shipping (\$285.00 VALUE) | \$0.00 | \$0.00 |
| 1 | One-Year On-Site Labor Agreement* (\$350.00 VALUE) | \$0.00 | \$0.00 |
| 1 | Delivery, Set-Up, and One-Hour Training (\$350.00 VALUE) | \$0.00 | \$0.00 |
| <p>*One-Year On-Site Labor Agreement is for those parts replaced under Metaltek's limited three-year parts warranty only. False calls or abuse related repairs will be subject to normal service call fees. Normal phone trouble-shooting required before any service call is performed. Agreement is for machines located in Florida and Southern Georgia only.</p> | | | |

Payment Details

☒ NET 30 DAYS
☐ ON RECEIPT
☐ **QUOTE GOOD FOR 60 DAYS**

| | |
|---------------------|-------------------|
| SubTotal | \$5,995.00 |
| Shipping & Handling | \$0.00 |
| Taxes State | \$0.00 |
| TOTAL | \$5,995.00 |

Office Use Only R

4711 Chardonnay Drive
Viera, FL 32955

800-352-6878



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0187

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-038 in the Fire Protection Fund to appropriate funding in the amount of \$749,468 for the Public Emergency Medical Transportation (PEMT)/Managed Care Organization (MCO) program. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Fire Department

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management and Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

In 2019, State Bill 2500 signed by the Governor provided additional funding for the Medicaid Managed Care Organization program (MCO). This program established a statewide weighted average cost per transport. For the providers to receive MCO payments, they must transfer via Intergovernmental Transfer (IGT), their state share to the Agency for Health Care Administration (AHCA). The State will use these funds to draw down federal matching funds. The funds will then be sent back through the Managed Care Organizations (MCOs) which will disburse the funds to the providers.

Currently, Seminole County transports approximately 3,000 Medicaid patients annually to hospitals. Overall, Medicaid patients make up roughly 12% of total patient transports with an average reimbursement of \$190, which is significantly lower when compared to patients who have Medicare (\$431) and private insurance (\$575).

By participating in the MCO program, Seminole County can substantially increase its Medicaid patient transport revenue and provide better services to the community. Seminole County's required IGT for FY24 is \$1,029,755.97 which will result in an additional \$2,449,467.11 in Managed Care Organization (MCO) revenue, a net

increase of \$1,419,711.14 for FY24.

The revenue for the PEMT MCO program is currently in the FY24 budget at \$1,700,000 and this budget amendment will recognize an additional \$749,468 in revenue to get to the total anticipated program revenue of \$2,449,467. Additionally, the FY24 budget currently includes an appropriation in the amount of \$670K for Seminole County's required IGT; this budget amendment will increase the IGT budget to the required amount of \$1,029,755.97 and increase the appropriated funding for the cost of transport billing by \$11,692. This budget amendment will increase Fire Fund reserves in the amount of \$378,020, which are currently budgeted at \$37,366,491.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #24-038 in the Fire Protection Fund to appropriate funding in the amount of \$749,468 for the Public Emergency Medical Transportation (PEMT)/Managed Care Organization (MCO) program.

2024-R-

BUDGET AMENDMENT REQUEST**BAR# 24-038**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Fire Department / Fire EMS Administration

Fund(s): 11200 Fire Protection Fund

| RM Recommendation | |
|-------------------|------------------|
| Dheriot | 2/22/2024 |
| Budget Analyst | Date |
| Budget Director | Date |
| RM Director | Date |

PURPOSE:

This budget amendment will allocate additional PEMT revenues, increase the current expenditure budget, and increase budgeted Fire Fund reserves.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

| Type | Fund | Business Unit | Object Account | Sub-sidiary | Account Type | Subledger | Long Item No | Amount |
|------------------------------|-------|---------------|----------------|-------------|---------------------------|-----------|--------------|-------------------|
| Revenue | 11200 | 11200 | 342620 | | MEDICAID MANAGED CARE | | | 749,468.00 |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Total Sources | | | | | | | | 749,468.00 |
| Expenditure | 11200 | 056101 | 580811 | | AID TO GOVT AGENCIES | | 8110561003 | 359,756.00 |
| Expenditure | 11200 | 056101 | 530340 | | OTHER SERVICES | | 3400561004 | 11,692.00 |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure Sub-Total | | | | | | | | 371,448.00 |
| Reserve | 11200 | 9999912 | 599998 | | RESERVE FOR CONTINGENCIES | | 9989999901 | 378,020.00 |
| Reserve | | | | | | | | |
| Reserve Sub-Total | | | | | | | | 378,020.00 |
| Total Uses | | | | | | | | 749,468.00 |

BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of this meeting.

Attest:

Grant Maloy, Clerk to the Board of County Commissioners

Date: _____

By:

Jay Zembower, Chairman

Date: _____

Entered by the Management and Budget Office

Date: _____

Posted by the County Comptroller's Office

Date: _____

Year 5 SFY 2023-24 PEMT MCO Allotments

| | Medicaid Number | Provider | Region | Total Allotment | Total IGTs Needed | Estimated Net New Federal Revenue |
|----|-----------------|---|--------|------------------|-------------------|-----------------------------------|
| 1 | 88173200 | Alachua County Fire Rescue | 3 | \$ 4,080,607.62 | \$ 1,715,487.44 | \$ 2,365,120.18 |
| 2 | 88018300 | Baker County Fire Rescue | 4 | \$ 281,146.64 | \$ 118,194.05 | \$ 162,952.59 |
| 3 | 10186800 | Bay County EMS | 2 | \$ 1,657,478.87 | \$ 696,804.12 | \$ 960,674.75 |
| 4 | 400001300 | Boynton Beach Fire Rescue | 9 | \$ 852,627.71 | \$ 358,444.69 | \$ 494,183.02 |
| 5 | 99404900 | Bradford County EMS | 3 | \$ 715,423.25 | \$ 300,763.93 | \$ 414,659.32 |
| 6 | 88137600 | Brevard County Fire Rescue | 7 | \$ 4,791,743.23 | \$ 2,014,448.85 | \$ 2,777,294.38 |
| 7 | 400042100 | Broward Sheriffs Fire Rescue | 10 | \$ 2,417,616.07 | \$ 1,016,365.80 | \$ 1,401,250.27 |
| 8 | 89925900 | Charlotte County Fire & EMS | 8 | \$ 2,043,366.41 | \$ 859,031.24 | \$ 1,184,335.17 |
| 9 | 113842700 | Citrus County | 3 | \$ 814,038.96 | \$ 342,221.98 | \$ 471,816.98 |
| 10 | 112679700 | City of Coconut Creek Fire Rescue | 10 | \$ 124,341.54 | \$ 52,273.18 | \$ 72,068.36 |
| 11 | 1305000 | City of Fernandina Beach Fire Department | 4 | \$ 79,627.59 | \$ 33,475.44 | \$ 46,152.15 |
| 12 | 400009900 | City of Greenacres | 9 | \$ 336,885.95 | \$ 141,626.85 | \$ 195,259.10 |
| 13 | 400007200 | City of Hialeah Fire Department | 11 | \$ 1,541,100.09 | \$ 647,878.48 | \$ 893,221.61 |
| 14 | 88104000 | City of Jacksonville - Fire Division Rescue Services | 4 | \$ 11,963,126.30 | \$ 5,029,298.30 | \$ 6,933,828.00 |
| 15 | 14564900 | City of Key West Fire Department | 11 | \$ 289,109.40 | \$ 121,541.59 | \$ 167,567.81 |
| 16 | 400037400 | City of Lauderdale Fire Rescue Department | 10 | \$ 1,010,657.85 | \$ 424,880.56 | \$ 585,777.29 |
| 17 | 117949700 | City of Lighthouse Point | 10 | \$ 22,663.24 | \$ 9,527.62 | \$ 13,135.62 |
| 18 | 400035800 | City of Longwood | 7 | \$ 131,691.78 | \$ 55,363.22 | \$ 76,328.56 |
| 19 | 89282300 | City of Margate | 10 | \$ 438,564.25 | \$ 184,372.41 | \$ 254,191.84 |
| 20 | 87475200 | City of Miami Fire-Rescue Department | 11 | \$ 5,798,113.44 | \$ 2,437,526.89 | \$ 3,360,586.55 |
| 21 | 88070100 | City of Miramar Fire Rescue | 10 | \$ 577,606.27 | \$ 242,825.68 | \$ 334,780.59 |
| 22 | 8855600 | City of Ocoee Fire Department | 7 | \$ 431,826.53 | \$ 181,539.88 | \$ 250,286.65 |
| 23 | 85063200 | City of Pembroke Pines Fire Rescue Department | 10 | \$ 954,306.01 | \$ 401,190.25 | \$ 553,115.76 |
| 24 | 400040400 | City of Plantation | 11 | \$ 648,046.06 | \$ 272,438.56 | \$ 375,607.50 |
| 25 | 400047100 | City of Sanford | 7 | \$ 704,397.89 | \$ 296,128.87 | \$ 408,269.02 |
| 26 | 88499500 | City of St. Cloud Fire Rescue | 7 | \$ 586,794.07 | \$ 246,688.23 | \$ 340,105.84 |
| 27 | 400057900 | City of Stuart Fire Rescue | 9 | \$ 271,346.32 | \$ 114,073.99 | \$ 157,272.33 |
| 28 | 88094900 | City of Sunrise Fire Rescue | 10 | \$ 257,258.36 | \$ 108,151.41 | \$ 149,106.95 |
| 29 | 400041200 | City of Tamarac Fire Department | 10 | \$ 474,090.41 | \$ 199,307.61 | \$ 274,782.80 |
| 30 | 88103100 | Clay County Fire Rescue | 4 | \$ 1,274,653.93 | \$ 535,864.51 | \$ 738,789.42 |
| 32 | 89707800 | Collier County EMS | 8 | \$ 1,894,524.07 | \$ 796,457.92 | \$ 1,098,066.15 |
| 31 | 400039100 | Coral Springs Fire Department | 10 | \$ 749,111.85 | \$ 314,926.62 | \$ 434,185.23 |
| 33 | 3997800 | County of Volusia | 4 | \$ 5,681,122.14 | \$ 2,388,343.75 | \$ 3,292,778.39 |
| 34 | 20395700 | Delray Beach Fire Rescue | 9 | \$ 588,019.11 | \$ 247,203.23 | \$ 340,815.88 |
| 35 | 88100700 | Desoto County Fire Rescue | 8 | \$ 474,090.41 | \$ 199,307.61 | \$ 274,782.80 |
| 36 | 88175900 | Dixie County Emergency Services | 3 | \$ 111,478.62 | \$ 46,865.61 | \$ 64,613.01 |
| 37 | 88087600 | Flagler County Fire Rescue Department | 4 | \$ 603,944.63 | \$ 253,898.32 | \$ 350,046.31 |
| 38 | 400063300 | Fort Lauderdale Fire Rescue | 11 | \$ 2,753,276.98 | \$ 1,157,477.64 | \$ 1,595,799.34 |
| 39 | 400045500 | Fort Myers Beach Fire Department | 8 | \$ 53,901.75 | \$ 22,660.30 | \$ 31,241.45 |
| 40 | 89871600 | Gilchrist County | 3 | \$ 292,784.52 | \$ 123,086.61 | \$ 169,697.91 |
| 41 | 88053100 | Hamilton County EMS | 3 | \$ 286,046.80 | \$ 120,254.07 | \$ 165,792.73 |
| 42 | 400115000 | Hardee County | 6 | \$ 250,520.64 | \$ 105,318.88 | \$ 145,201.76 |
| 43 | 163910300 | Hendry County | 8 | \$ 212,544.41 | \$ 89,353.67 | \$ 123,190.74 |
| 44 | 400076500 | Hernando County Fire Rescue | 3 | \$ 1,161,337.74 | \$ 488,226.39 | \$ 673,111.35 |
| 45 | 111363700 | Highlands County EMS | 6 | \$ 833,027.07 | \$ 350,204.58 | \$ 482,822.49 |
| 46 | 88084100 | Hillsborough County Fire Rescue | 6 | \$ 9,499,571.24 | \$ 3,993,619.75 | \$ 5,505,951.49 |
| 47 | 88031100 | Hollywood Fire Rescue & Beach Safety Department | 10 | \$ 1,354,281.51 | \$ 569,339.95 | \$ 784,941.56 |
| 48 | 88224100 | Indian River County ALS | 9 | \$ 864,265.59 | \$ 363,337.25 | \$ 500,928.34 |
| 49 | 88061200 | Jefferson County Ambulance Service - Jefferson County Fire Rescue | 2 | \$ 324,635.55 | \$ 136,476.79 | \$ 188,158.76 |
| 50 | 84438100 | Kissimmee Fire Department | 7 | \$ 1,631,140.51 | \$ 685,731.47 | \$ 945,409.04 |
| 51 | 103181100 | Lake Emergency Medical Services | 3 | \$ 4,032,831.07 | \$ 1,695,402.18 | \$ 2,337,428.89 |
| 52 | 400105200 | Lake Mary Fire Department | 7 | \$ 180,080.85 | \$ 75,705.99 | \$ 104,374.86 |
| 53 | 88022100 | Lee County EMS | 8 | \$ 5,088,202.87 | \$ 2,139,080.49 | \$ 2,949,122.38 |
| 55 | 400024200 | Lehigh Acres Fire Control and Rescue District | 8 | \$ 927,967.66 | \$ 390,117.60 | \$ 537,850.06 |
| 56 | 400101000 | Leon County EMS | 2 | \$ 4,367,266.94 | \$ 1,835,999.02 | \$ 2,531,267.92 |
| 57 | 88051500 | Levy County Department of Public Safety | 3 | \$ 826,901.87 | \$ 347,629.55 | \$ 479,272.32 |
| 58 | 88042600 | Madison County Fire Rescue | 2 | \$ 453,877.25 | \$ 190,810.00 | \$ 263,067.25 |
| 59 | 400064100 | Maitland Fire Rescue Department | 7 | \$ 118,216.34 | \$ 49,698.15 | \$ 68,518.19 |
| 60 | 88030200 | Manatee County EMS | 6 | \$ 3,214,504.47 | \$ 1,351,377.68 | \$ 1,863,126.79 |
| 61 | 683100 | Marion County Fire Rescue | 3 | \$ 5,673,159.38 | \$ 2,384,996.20 | \$ 3,288,163.18 |
| 62 | 83903500 | Martin County Fire Rescue | 9 | \$ 1,140,512.07 | \$ 479,471.27 | \$ 661,040.80 |
| 63 | 87883900 | Miami Beach Fire Department | 11 | \$ 316,672.79 | \$ 133,129.24 | \$ 183,543.55 |
| 64 | 83899301 | Miami -Dade Fire Rescue | 11 | \$ 9,860,957.98 | \$ 4,145,546.74 | \$ 5,715,411.24 |
| 65 | 87736100 | Monroe County | 11 | \$ 162,317.78 | \$ 68,238.39 | \$ 94,079.39 |

| | | | | | | | | | |
|---------------|-----------|--|----|----|-----------------------|----|----------------------|----|-----------------------|
| 66 | 88086800 | Nassau County | 4 | \$ | 409,163.30 | \$ | 172,012.25 | \$ | 237,151.05 |
| 67 | 400050100 | North Lauderdale Fire Rescue | 10 | \$ | 384,049.98 | \$ | 161,454.61 | \$ | 222,595.37 |
| 68 | 88048500 | North Port Fire Rescue | 8 | \$ | 494,916.08 | \$ | 208,062.72 | \$ | 286,853.36 |
| 69 | 400006400 | Oakland Park Fire Rescue | 10 | \$ | 441,626.85 | \$ | 185,659.93 | \$ | 255,966.92 |
| 70 | 17422000 | Okaloosa County EMS | 1 | \$ | 2,498,468.70 | \$ | 1,050,356.24 | \$ | 1,448,112.46 |
| 71 | 88046900 | Okeechobee County Fire Rescue | 9 | \$ | 533,504.84 | \$ | 224,285.43 | \$ | 309,219.41 |
| 72 | 400038200 | Orange County Fire Rescue | 7 | \$ | 10,199,681.49 | \$ | 4,287,946.10 | \$ | 5,911,735.39 |
| 73 | 3655700 | Orlando Fire Department | 7 | \$ | 3,595,491.85 | \$ | 1,511,544.78 | \$ | 2,083,947.07 |
| 74 | 89085500 | Osceola County Fire Department | 7 | \$ | 1,975,376.70 | \$ | 830,448.36 | \$ | 1,144,928.34 |
| 75 | 400028500 | Palm Beach County Fire Rescue | 9 | \$ | 6,300,379.76 | \$ | 2,648,679.65 | \$ | 3,651,700.11 |
| 76 | 18248400 | Palm Beach Gardens Fire Rescue | 9 | \$ | 408,550.78 | \$ | 171,754.75 | \$ | 236,796.03 |
| 77 | 88120100 | Pasco County Board of County Commissioners - Fire Rescue | 5 | \$ | 6,205,439.18 | \$ | 2,608,766.63 | \$ | 3,596,672.55 |
| 78 | 87678000 | Pinellas County EMS Authority DBA Sunstar | 5 | \$ | 24,027,318.39 | \$ | 10,101,084.65 | \$ | 13,926,233.74 |
| 79 | 400087100 | Plant City Fire Rescue | 6 | \$ | 276,859.00 | \$ | 116,391.52 | \$ | 160,467.48 |
| 80 | 88015900 | Polk County Fire Rescue | 6 | \$ | 9,463,432.56 | \$ | 3,978,427.05 | \$ | 5,485,005.51 |
| 81 | 400002100 | Pompano Beach Fire Rescue | 10 | \$ | 1,849,810.12 | \$ | 777,660.17 | \$ | 1,072,149.95 |
| 82 | 400021800 | Riviera Beach Fire Department | 9 | \$ | 745,436.73 | \$ | 313,381.60 | \$ | 432,055.13 |
| 83 | 84662700 | Sarasota County Fire Department | 8 | \$ | 2,960,308.71 | \$ | 1,244,513.78 | \$ | 1,715,794.93 |
| 84 | 400046300 | Seminole County Fire Department | 7 | \$ | 2,449,467.11 | \$ | 1,029,755.97 | \$ | 1,419,711.14 |
| 85 | 400090100 | South Walton Fire District | 1 | \$ | 88,815.39 | \$ | 37,337.99 | \$ | 51,477.40 |
| 86 | 88085000 | Suwannee County | 3 | \$ | 467,965.21 | \$ | 196,732.57 | \$ | 271,232.64 |
| 87 | 88065500 | St. Lucie County Fire District | 9 | \$ | 4,209,236.80 | \$ | 1,769,563.15 | \$ | 2,439,673.65 |
| 88 | 22548000 | Tampa Fire Department | 6 | \$ | 4,988,974.64 | \$ | 2,097,364.94 | \$ | 2,891,609.70 |
| 89 | 89269600 | Temple Terrace Fire Department | 6 | \$ | 264,608.60 | \$ | 111,241.46 | \$ | 153,367.14 |
| 90 | 400051000 | Town of Davie Fire Rescue | 10 | \$ | 656,621.34 | \$ | 276,043.61 | \$ | 380,577.73 |
| 91 | 88105800 | Wakulla County Fire Rescue | 2 | \$ | 250,520.64 | \$ | 105,318.88 | \$ | 145,201.76 |
| 92 | 23813300 | Walton County Fire Rescue | 1 | \$ | 705,010.41 | \$ | 296,386.38 | \$ | 408,624.03 |
| 93 | 87867700 | West Palm Beach Fire Department | 9 | \$ | 1,214,014.46 | \$ | 510,371.68 | \$ | 703,642.78 |
| 94 | 3458200 | Winter Park Fire-Rescue | 7 | \$ | 381,599.90 | \$ | 160,424.61 | \$ | 221,175.29 |
| Totals | | | | \$ | 200,000,000.00 | \$ | 84,080,000.00 | \$ | 115,920,000.00 |



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0192

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-037 in the 2014 Infrastructure Sales Tax Fund to transfer \$245,510 from reserves for the SR46 at Airport Blvd Right Turn Lane Project. District5; Herr (**Timothy Jecks, Budget & Management Director**) - Requesting Dept: Public Works

Division:

Management and Budget

Authorized By:

Timothy Jecks, Director of Management & Budget

Contact/Phone Number:

Sara Carrick, Financial Administrator - 407-665-7180

Background:

At the February 27, 2024 BCC meeting, a Locally Funded Agreement, Off System Construction & Maintenance Agreement, and an Escrow Agreement between the Florida Department of Transportation (FDOT) and Seminole County was presented to the Board for approval. The agreement states that Seminole County will contribute \$245,510 in funding for the State Road 46 and Airport Blvd Project. This funding will be used to construct a northbound right turn lane along Airport Blvd. The turn lane will be constructed in conjunction with the State Road 46 milling and resurfacing project being handled by FDOT.

The attached budget amendment will include a transfer of funds from 2014 Infrastructure Sales Tax Fund reserves to provide payment to FDOT. Current reserves are budgeted at \$9.3M.

Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-037 in the 2014

Infrastructure Sales Tax Fund to transfer \$245,510 from reserves for the SR46 at Airport Blvd Right Turn Lane Project.

2024-R-

BUDGET AMENDMENT REQUEST**BAR# 24-037**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/ CIP DELIVERY
Fund(s): 2014 INFRASTRUCTURE SALES TAX

| RM Recommendation | |
|-------------------|------------------|
| S.CARRICK | 2/22/2024 |
| Budget Analyst | Date |
| Budget Director | Date |
| RM Director | Date |

PURPOSE:

To fund Locally Funded Agreement, Off System Contruction and Maintenance Agreement between State of Florida Department of Transportation (FDOT) and Seminole County.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

| Type | Fund | Unit | Business Object Account | Sub-sidiary | Account Type | Subledger | Long Item No | Amount |
|----------------------|------|------|-------------------------|-------------|--------------|-----------|--------------|----------|
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Total Sources | | | | | | | | - |

| | | | | | | | | |
|------------------------------|-------|----------|--------|--|----------------------------|--|------------|-------------------|
| Expenditure | 11560 | 02407105 | 580814 | | AID TO GOVT AGENCIES - CIP | | 8149999901 | 245,510.00 |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure Sub-Total | | | | | | | | 245,510.00 |

| | | | | | | | | |
|--------------------------|-------|--------|--------|--|----------------------------------|--|------------|---------------------|
| Reserve | 11560 | 999964 | 599994 | | RESERVE FOR CAPITAL IMPROVEMENTS | | 9949999901 | (245,510.00) |
| Reserve | | | | | | | | |
| Reserve Sub-Total | | | | | | | | (245,510.00) |

Total Uses -**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest:

By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date:_____

Date:_____

Entered by the Management and Budget Office

Date:_____

Posted by the County Comptroller's Office

Date:_____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0221

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-041 in the 2014 Infrastructure Sales Tax Fund to transfer \$820,650 from reserves for right-of-way acquisition costs for the Hillview Drive Drainage Project. District3 - Constantine (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Sara Carrick, Financial Administrator/407-665-7180

Background:

The Hillview Drive Drainage Project (CIP#01785258) includes safety improvements along Hillview Drive with a new curb & gutter, storm sewer system, and off-site retention pond. Construction for this project began in March 2023 and is awaiting further right-of-way acquisition. The attached BAR will add funds in the amount of \$820K from reserves to be used on right-of-way acquisition services and to purchase additional parcels. Current reserves in this fund are budgeted at \$9.3M. Once these services are complete, construction will resume with an anticipated completion date of December 2024.

Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-041 in the 2014 Infrastructure Sales Tax Fund to transfer \$820,650 from reserves for right-of-way acquisition costs for the Hillview Drive Drainage Project.

2024-R-

BUDGET AMENDMENT REQUEST**BAR# 24-041**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY

Fund(s): 2014 INFRASTRUCTURE SALES TAX

| RM Recommendation | |
|-------------------|------------------|
| S.CARRICK | 2/26/2024 |
| Budget Analyst | Date |
| Budget Director | Date |
| RM Director | Date |

PURPOSE:

TO FUND RIGHT-OF-WAY ACQUISITION FOR HILLVIEW DR PROJECT.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

| Type | Fund | Business Unit | Object Account | Sub-sidiary | Account Type | Subledger | Long Item No | Amount |
|------------------------------|-------|---------------|----------------|-------------|----------------------------------|-----------|--------------|---------------------|
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Total Sources | | | | | | | | - |
| Expenditure | 11560 | 01785258 | 560610 | 00001 | CONSTRUCTION IN PROGRESS | | 6509999901 | 820,650.00 |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure Sub-Total | | | | | | | | 820,650.00 |
| Reserve | 11560 | 999964 | 599994 | | RESERVE FOR CAPITAL IMPROVEMENTS | | 9949999901 | (820,650.00) |
| Reserve | | | | | | | | |
| Reserve Sub-Total | | | | | | | | (820,650.00) |
| Total Uses | | | | | | | | - |

BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest:

By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date:_____

Date:_____

Entered by the Management and Budget Office

Date:_____

Posted by the County Comptroller's Office

Date:_____

COST TABLE - BAR 24-041 HILLVIEW DR PROJECT (#01785258)

| BUDGET DETAILS | HILLVIEW DR PROJECT (CIP# 01785258) |
|------------------------------------|--|
| PRIOR YEAR EXPENDITURES | 588,441 |
| FY24 CURRENT EXPENSES/ENCUMB | 202,674 |
| FY24 CURRENT BUDGET | 260,825 |
| AVAILABLE FUNDING | 58,151 |
| PROPOSED BAR 24-041 | 820,650 |
| AMENDED FY24 AVAILABLE | 878,801 |
| TOTAL LIFETIME PROJECT COST | 1,669,916 |

| | |
|--|----------------|
| <u>PUBLIC WORKS ADDITIONAL ROW SERVICES</u> | |
| BARFIELD GROUP AQUISTION SVCS | 383,800 |
| PURCHASE PROPERTY | 495,000 |
| TOTAL | 878,800 |



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0220

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 24-040 in the Solid Waste Fund to transfer \$180,000 from reserves to replace a Zero Turn Mower (\$15,000); to refurbish a Walking Floor Trailer (\$65,000), and to cover increased Leachate Disposal costs (\$100,000). Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Environmental Services

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management and Budget Director

Contact/Phone Number:

Wendy Aviles/407-665-7182

Background:

**ZERO TURN MOWER REPLACEMENT OF BCC# 51537 (\$15,000)
BU# 02409020**

Previously, staff chose to forgo the replacement of the zero turn mower for the Central Transfer Station and instead purchased a trailer to transport a mower back and forth between locations. This method has proven to be ineffective due to excessive staff time and recent mechanical repair issues with the other mowers. This BAR will allow for the replacement of the old mower.

**REFURBISH WALKING FLOOR TRAILER - BCC# 51439 (\$65,000)
BU# 02409021**

The option of refurbishment of trailers became available after the previous budget was set. A comprehensive overhaul of the trailer will bring it to like-new condition at approximately 45% of the cost of a new trailer. This would be a trial to see if the refurbished trailer will hold up over time and be a responsible use of funds. If successful, staff will look at integrating a refurbishment process into all trailer life

cycles.

INCREASED LEACHATE DISPOSAL COSTS OPERATING BU# 087907

Recent efforts to improve leachate removal and address compliance issues related to excessive water in the landfill have resulted in a doubling of leachate removal services. This has helped to address compliance issues but has led to increased leachate disposal costs. This BAR will address these increased costs and ensure funds are available for the remainder of the fiscal year.

During the FY24 budget period, multiple equipment purchases were less than budgeted. These savings were returned to the Solid Waste reserves and totaled more than the requested costs associated with the refurbishment of the walking floor trailer and the zero turn mower. The investment in the refurbishment of the walking floor trailer could result in additional year-over-year savings if the refurbishment is satisfactory. The zero-turn mower will save staff time and improve facility function and appearance.

Solid Waste Fund Reserves are currently budgeted at \$9.98 million.

The Fleet items have been reviewed and approved by the Fleet Program Coordinator.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 24-040 in the Solid Waste Fund to transfer \$180,000 from reserves to replace a Zero Turn Mower (\$15,000); to refurbish a Walking Floor Trailer (\$65,000), and to cover increased Leachate Disposal costs (\$100,000).

2024-R-

BUDGET AMENDMENT REQUEST**BAR# 24-040**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: ENVIRONMENTAL SVCS - SOLID WASTE
 Fund(s): 40201 SOLID WASTE FUND

| RM Recommendation | |
|-------------------|------------------|
| W. AVILES | 2/26/2024 |
| Budget Analyst | Date |
| Budget Director | Date |
| RM Director | Date |

PURPOSE:

To transfer \$180,000 from reserves to replace BCC# 51537 - Zero Turn Mower for the Central Transfer Station (\$15,000), to refurbish BCC# 51439 - Walking Floor Trailer (\$65,000), and to fund increased Leachate Disposal costs (\$100,000).

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

| Type | Fund | Business Unit | Object Account | Sub-sidiary | Account Type | Subledger | Long Item No | Amount |
|------------------------------|-------|---------------|----------------|-------------|---------------------------|-----------|--------------|---------------------|
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Total Sources | | | | | | | | - |
| Expenditure | 40201 | 02409020 | 560642 | 00001 | EQUIPMENT >\$4999 | | 6429999901 | 15,000.00 |
| Expenditure | 40201 | 02409021 | 560642 | 00001 | EQUIPMENT >\$4999 | | 6429999901 | 65,000.00 |
| Expenditure | 40201 | 087907 | 530439 | | UTILITIES-OTHER | | 4390879002 | 100,000.00 |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure Sub-Total | | | | | | | | 180,000.00 |
| Reserve | 40201 | 999942 | 599998 | | RESERVE FOR CONTINGENCIES | | 9989999901 | (180,000.00) |
| Reserve | | | | | | | | |
| Reserve Sub-Total | | | | | | | | (180,000.00) |
| Total Uses | | | | | | | | - |

BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of this meeting.

Attest:

By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date: _____

Date: _____

Entered by the Management and Budget Office

Date: _____

Posted by the County Comptroller's Office

Date: _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0115

Title:

Request Board approve submission of an application and Resolution to the State of Florida Department of Environmental Protection State Revolving Loan Program for Drinking Water Facilities for the State authorized loan amount of \$533,000 with 100% Principle Forgiveness for the testing and removal of Polyfluoroalkyl substance (PFAS) in drinking water; and authorize the Chairman to execute a Budget Amendment Request (BAR) #24-030 through the Environmental Services Grant Fund in the amount of \$533,000; and authorize the County Manager, or his designee, to sign the Loan application and all future documents associated with this loan program. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Utilities Department

Division:

Resource Management - Grants Administration

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The State of Florida Department of Environmental Protection (FDEP) Drinking Water Revolving Fund Priority list for Fiscal Year 2023/2024 has allocated \$533,000 in 100% Principle Forgiveness to Seminole County to evaluate alternative treatments for PFAS removal. Due to upcoming EPA regulatory requirements for per- and polyfluoroalkyl substances (PFAS) in drinking water, all utilities that detect PFAS concentration above EPA's proposed limits in the drinking water system will be required to address the removal. EPA through Bipartisan Infrastructure Law (BIL) provides funding for utilities to meet the upcoming PFAS regulation. The County will engage AECOM to assist County with bench and pilot testing to determine alternative treatment process(es) for PFAS removal; and all other tasks necessary to meet the upcoming EPA's PFAS requirements.

The loan application requires a signed Resolution from the Board appointing the County Manager or his designee as the authorized representative for the application under Section 166.111, Florida Statutes. BAR #24-030 in the amount of \$533,000 will appropriate budget for this project and the loan is 100% principle forgiveness with no required matching funds.

Requested Action:

Staff requests the Board approve submission of an application and Resolution to the State of Florida Department of Environmental Protection State Revolving Loan Program for Drinking Water Facilities for the State authorized loan amount of \$533,000 with 100% Principle Forgiveness for the testing and removal of Polyfluoroalkyl substance (PFAS) in drinking water; and authorize the Chairman to execute a Budget Amendment Request (BAR) #24-030 through the Environmental Services Grant Fund in the amount of \$533,000; and authorize the County Manager, or his designee, to sign the Loan application and all future documents associated with this loan program.

2024-R-

BUDGET AMENDMENT REQUEST**BAR#****24-030**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Utilities

Fund(s): 11940

RM Recommendation**G Woodring 2/6/2024**

Budget Analyst Date

Budget Director Date

RM Director Date

PURPOSE:

To appropriate budget for the Drinking Water State Revolving Funds (SRF) PFAS Emerging Contaminants for Fiscal Year 2023-2024 allocation to Seminole County.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

| Type | Fund | Business Unit | Object Account | Sub-sidiary | Account Type | Subledger | Long Item No | Amount |
|----------------------|-------|---------------|----------------|-------------|----------------------------|-----------|--------------|-------------------|
| Revenue | 11940 | 02408039 | 334392 | | Other Physical Environment | | 3921130101 | 533,000.00 |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Total Sources | | | | | | | | 533,000.00 |

Expenditure

| | | | | | | | | |
|------------------------------|-------|----------|--------|--|-----------------------|--|------------|-------------------|
| Expenditure | 11940 | 02408039 | 530310 | | Professional Services | | 3109999902 | 533,000.00 |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure | | | | | | | | |
| Expenditure Sub-Total | | | | | | | | 533,000.00 |

Reserve

| | | | | | | | | |
|--------------------------|--|--|--|--|--|--|--|----------|
| Reserve | | | | | | | | |
| Reserve Sub-Total | | | | | | | | - |

Total Uses 533,000.00**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of this meeting.

Attest:

Grant Maloy, Clerk to the Board of County Commissioners

By:

Jay Zembower, Chairman

Date: _____

Date: _____

Entered by the Management and Budget Office

Date: _____

Posted by the County Comptroller's Office

Date: _____

Grant Request Form

A minimum of 45-days' notice is required to prepare an agenda item for the board

Grant Name: STATE REVIVING FUND - PFAS Emerging Contaminant

Grantor Agency: Florida Department of Environmental Protection

Grantor Contact Name/Email: Chelsea Chitty/email: Chelsea.Chitty@FloridaDEP.gov

Grant Due Date: March 28, 2024

Grant Eligible Amount: \$ 533,000 **County Requesting Amount:** \$ 533,000

Grant Award/Term: TBD

Match Requirement (Yes/No): NO **Match Amount %:** 0%

Is Match Budgeted or In-kind: NA

Estimated Match Amount: \$0

County Department: Utilities Dept

County Project Manager: Eka Febrina

Project Manager Phone: 407-665-2022 **Project Manager Email:** efebrina@seminolecountyfl.gov

Brief Scope of Grant: Part of EPA Bipartisan Infrastructure Law for addressing emerging contaminants in drinking water

Please check one: New Grant: **Prior Grant:** **How Long (Multiple):**

Does grant tie to existing project: yes

Does Department need Assistant with a Grant Consultant: no

Background for Agenda Item (Scope of Project):

Due to upcoming EPA regulatory requirements for per- and polyfluoroalkyl substances (PFAS) in drinking water, all utilities that detect PFAS concentration above EPA's proposed limits in the drinking water system will be required to address the removal.

EPA through Bipartisan Infrastructure Law (BIL) provides funding for utilities to meet the upcoming PFAS regulation. The County will engage AECOM to assist County with bench and pilot testings to determine alternative treatment process(es) for PFAS removal; and all other tasks necessary to meet the upcoming EPA's PFAS requirements.

Grant Request Form

OTHER GRANT RELATED QUESTIONS:

Project Partner Required, If Yes, has a Partner(s) Been Identified?

no

Is hiring of new staff required (temporary and/or permanent and how many FTE's)?

no

Does the project implementation require a contractor, or can it be completed by county staff (is staff licensed and qualified to implement the project)?

yes

Does staff have the time/resources to manage the grant, if awarded?

AECOM will assist the County managing the grant.

Would the program continue after the grant is closed?

yes

Is there sufficient time to complete the project within the grant period?

yes

Is retroactive activity allowable? yes

ATTACH NOTICE OF FUNDING OPPORTUNITY (NOFO) FOR GRANT

APPROVAL SIGNATURES

Preparer Approval: _____

Department Director Approval: _____

Grants Office Approval: George Woodring Digitally signed by George Woodring
Date: 2024.02.07
09:24:04 -05'00'

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER STATE REVOLVING FUND PRIORITY LIST FOR STATE FISCAL YEARS 2023-2024
FUNDABLE PORTION TIERS 1, 2, & 3 (RESULTS/DELIVERABLES)

| ATTACHMENT 2: EMERGING CONTAMINANTS PROJECT PRIORITY LIST AND COMPREHENSIVE LIST | | | | | | | | | | | | |
|--|----------------|--|--|--------------------------------------|--|------------------|--------------------------|-----------------------------|---------------------------|------------------------------------|------------------------|--------------|
| TIER | PRIORITY SCORE | APPLICANT/ PROJECT NUMBER | PUBLIC WATER SYSTEM IDENTIFICATION NUMBER | PROJECT TYPE | PROJECT DESCRIPTION | ADOPTION DATE | FEDERAL APPROPRIATION | REQUESTED LOAN AMOUNT | AUTHORIZED LOAN AMOUNT | PRINCIPAL FORGIVENESS AMOUNT | AMOUNT TO BE REPAID | WAITING LIST |
| 1 | 500 | Palm Beach County/ DW-5020C | 4504393 | DW/Planning /Design (Increase) | Planning and Design for the upgrades to WTP 2, 3, 8, and 9 to remove PFAS. | 8/9/2023 | FFY23-24 BIL EC | \$ 3,634,321 | \$ 3,634,321 | \$ 3,634,321 | \$ - | \$ - |
| 2 | 512 | City of North Lauderdale/ DW-06150 | 4060976 | DW/Planning /Design | Evaluation ion-exchange, nanofiltration, reverse osmosis, and granular activated carbon for treatment of PFAS and design for upgrades for the Water Treatment Plant. | 11/8/2023 | FFY23-24 BIL EC | \$ 7,737,500 | \$ 7,737,500 | \$ 7,737,500 | \$ - | \$ - |
| 2 | 500 | Seminole County/ DW-59023 | 3590473 | DW/Planning /Design | Evaluate treatments through pilot studies with media specifically designed to target PFAS removal and foam fractionation. | 11/8/2023 | FFY23-24 BIL EC | \$ 533,000 | \$ 533,000 | \$ 533,000 | \$ - | \$ - |
| 2 | 500 | City of Boca Raton/ DW-5020F | 4500130 | DW/Planning /Design | Evaluation of the current water treatment process and design for Water Treatment Plant upgrades to treat PFAS in the raw water. | 11/8/2023 | FFY23-24 BIL EC | \$ 10,500,000 | \$ 10,500,000 | \$ 10,500,000 | \$ - | \$ - |
| 2 | 500 | City of Boynton Beach/ DW-50130 | 4500145 | DW/Planning /Design | Evaluation for upgrading the existing treatment process with granular activated carbon (GAC), upgrading the existing process with anion exchange, decommissioning the existing treatment process and replace with a membrane process, and an alternative where the capacity at the West Water Treatment Plant (treatment is nanofiltration) is increased to replace the capacity at the East Water Treatment Plant. | 11/8/2023 | FFY23-24 BIL EC | \$ 5,400,000 | \$ 5,167,179 | \$ 5,167,179 | \$ - | \$ 232,821 |
| TOTAL AWARDED SEGMENTS: | | | | | | | | \$ 27,572,000 | \$ 27,572,000 | \$ 27,572,000 | \$ - | \$ - |
| TOTAL UNAWARDED SEGMENTS: | | | | | | | | | | | \$ - | \$ 232,821 |
| TOTALS: | | | | | | | | \$ 27,572,000 | \$ 27,572,000 | \$ 27,572,000 | \$ - | \$ 232,821 |

1. Qualifies as a financially disadvantaged small community.
2. Qualifies as a financially disadvantaged community.

Required Minimum Subsidization (25%) to Disadvantaged Communities: \$ 6,893,000
Subsidization Listed: \$ 7,737,500
% of Subsidization to Disadvantaged Communities: 28%

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE PROPER COUNTY OFFICIALS TO APPLY FOR THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REVOLVING LOAN PROGRAM FOR DRINKING WATER FACILITIES; UPON APPROVAL, EXECUTE THE CORRESPONDING LOAN AGREEMENT, CARRYING OUT ALL LOAN RESPONSIBILITIES UNDER THE AGREEMENT; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for state revolving fund loan program loans to local government agencies to finance eligible drinking water infrastructures projects; and

WHEREAS, the State of Florida Revolving Fund Loan Program for (the “SRF Program”) requires evidence of local government authorization to apply for funds and to enter into a loan agreement, designate an authorized representative and provide assurances of compliance with loan program requirements; and

WHEREAS, the County wishes to obtain state revolving fund loan program funds to upgrade its water treatment facilities and the ability to upgrade its processes to eliminate emerging contaminants to meet all Federal and state regulations and for the safety of its residents and other persons consuming its water (“the Project”); and

WHEREAS, the State Revolving Fund loan priority list designates Project No.: DW59023 as eligible for available funding; and

WHEREAS, the Board of Commissioners of Seminole County, Florida, during a regular Board meeting, intends to enter into a binding loan agreement with the State of Florida Department of Environmental Protection for financing the Project as required by the SRF Program; and

WHEREAS, Seminole County has determined that participation in the SRF Program will serve the interest of Seminole County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, as follows:

SECTION I. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.

SECTION II. Application for a loan under the SRF Program in the principal amount not to exceed \$533,000 and submittal of the related loan application to finance the Project is hereby authorized.

SECTION III. The loan will have one hundred percent (100%) forgiveness of the loan principal amount upon the County's compliance with all provisions of the loan agreement.

SECTION IV. The Chair of the Board of County Commissioners of Seminole County, Florida, is hereby designated as Seminole County's authorized representative and authorized to execute the application, execute the loan agreement upon approval of the loan agreement by the Board of County Commissioners of Seminole County during a regularly scheduled meeting, provide assurances required by the application and the loan agreement, represent Seminole County in carrying out Seminole County's responsibilities under the loan agreement and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the application and the loan agreement.

SECTION V. The County Manager of Seminole County or their designee is hereby authorized to submit the application, provide assurances required by the application and the loan agreement, represent Seminole County in carrying out Seminole County's responsibilities under the loan agreement, execute disbursement requests and delegate responsibility to appropriate Seminole County staff to carry out technical, financial, and administrative activities associated with the application and the loan agreement.

SECTION VI. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners of Seminole County.

SECTION VII. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED this ____ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0118

Title:

Approve and authorize the Chairman to execute a Resolution to submit an application to the State of Florida Department of Environmental Protection State Revolving Loan Program for Infrastructure Law Lead Service Line Priority List in the amount of \$2,485,500 with 49% Principle Forgiveness for planning and design for lead service line inventory and replacement of lead service line; and authorized the Chairman to execute a Budget Amendment Request (BAR) #24-031 through the Environmental Services Grant Fund to recognize revenue in the amount of \$1,217,895; and authorize the County Manager, or his designee, to sign the Loan application and all future documents associated with this loan program. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Utilities Department

Division:

Resource Management - Grants Administration

Authorized By:

Lorie Bailey Brown, Resource Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The County is requesting \$2,485,500 from the State of Florida Department of Environmental Protection (FDEP) Drinking Water Revolving Fund Priority list for Fiscal Year 2023/2024. The FDEP has authorized the loan amount to Seminole County for the Bipartisan Infrastructure Law Lead Service Line Priority List. The attached BAR 24-031 will recognize \$1,217,895 (49%) in grant revenue; it will transfer \$1,167,605 from Water Utility Fund Reserves; and will transfer \$100,000 from an existing Regulatory Compliance Support budget for a total project cost of \$2,485,500.

Due to EPA's Lead and Copper Rule Revision (LCRR), all public water systems are required to submit an initial service line material inventory as part of their system by Oct 16, 2024. The project will involve CDM Smith assisting Seminole County with identifying unknown water service lines and compiling initial material service line

inventory. The engineering services to be provided include assistance with preparation of service line inventory, verification of unknown service lines, replacement planning and SOP, and other relevant LCRR requirements.

Requested Action:

Staff requests Board approval to submit an application and Resolution to the State of Florida Department of Environmental Protection State Revolving Loan Program for Infrastructure Law Lead Service Line Priority List in the amount of \$2,485,500 with 49% Principle Forgiveness for planning and design for lead service line inventory and replacement of lead service line; and authorized the Chairman to execute a Budget Amendment Request (BAR) #24-031 through the Environmental Services Grant Fund to recognize revenue in the amount of \$1,217,895; and authorize the County Manager, or his designee, to sign the Loan application and all future documents associated with this loan program.

2024-R-

BUDGET AMENDMENT REQUEST**BAR# 24-031**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Utilities

Fund(s): 11940 & 40108

| RM Recommendation | |
|-------------------|-----------------|
| G Woodring | 2/6/2024 |
| Budget Analyst | Date |
| Budget Director | Date |
| RM Director | Date |

PURPOSE:

To appropriate budget for the State Revolving Funds (SRF) for Lead Service lines from FDEP.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

| Type | Fund | Business Unit | Object Account | Sub-sidiary | Account Type | Subledger | Long Item No | Amount |
|---------|-------|---------------|----------------|-------------|----------------------------|-----------|--------------|--------------|
| Revenue | 11940 | 02408037 | 334392 | | Other Physical Environment | | 3921130101 | 1,217,895.00 |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |
| Revenue | | | | | | | | |

Total Sources 1,217,895.00

| | | | | | | | | |
|-------------|-------|----------|--------|-------|--------------------------|--|------------|--------------|
| Expenditure | 11940 | 02408037 | 530310 | | Professional Services | | 3109999902 | 950,000.00 |
| Expenditure | 11940 | 02408037 | 560680 | 00001 | Construction & Design | | 6809999901 | 190,000.00 |
| Expenditure | 11940 | 02408037 | 560680 | 00001 | Construction in Progress | | 6509999901 | 77,895.00 |
| Expenditure | 40108 | 02408038 | 560680 | 00001 | Construction & Design | | 6509999901 | 957,105.00 |
| Expenditure | 40108 | 02408038 | 560680 | 00001 | Construction & Design | | 6509999901 | 103,500.00 |
| Expenditure | 40108 | 02408038 | 530310 | | Professional Services | | 3101405104 | 207,000.00 |
| Expenditure | 40108 | 02208038 | 560650 | 00001 | Construction in Progress | | | (100,000.00) |
| Expenditure | | | | | | | | |

Expenditure Sub-Total 2,385,500.00

| | | | | | | | | |
|---------|-------|--------|--------|--|----------|--|------------|----------------|
| Reserve | 40108 | 999928 | 599994 | | Reserves | | 9949999901 | (1,167,605.00) |
| Reserve | | | | | | | | |

Reserve Sub-Total (1,167,605.00)**Total Uses 1,217,895.00****BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of this meeting.

Attest:

By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date: _____

Date: _____

Entered by the Management and Budget Office

Date: _____

Posted by the County Comptroller's Office

Date: _____

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, RELATING TO THE STATE OF FLORIDA REVOLVING FUND LOAN PROGRAM; AUTHORIZING THE COUNTY MANAGER OR THEIR DESIGNEE TO SUBMIT THE LOAN APPLICATION AND APPLY FOR THE LOAN; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for state revolving fund loan program loans to local government agencies to finance eligible drinking water infrastructures projects; and

WHEREAS, the State of Florida Revolving Fund Loan Program for (the “SRF Program”) requires evidence of local government authorization to apply for funds and to enter into a loan agreement, designate an authorized representative and provide assurances of compliance with loan program requirements; and

WHEREAS, the eligible drinking water infrastructure project is mandated by the Environmental Protection Agency (EPA) per rule 40 CFR Part 141 Subpart I. The infrastructure project entails various tasks, including the identification of approximately 14,500 unknown water service line materials, compiling an initial water service line materials inventory, preparing water service line replacement plan, and addressing other relevant rule requirements (the “Project”). The Project is eligible for available financing under the State of Florida Revolving Fund Loan Program and has been assigned a project number which has been included on the Department’s priority list (LS-59022). The SRF Program has authorized the Project to receive a maximum of \$2,576,000

loan with zero interest; forty nine percent (49%) of the loan (up to \$1, 262,240) would be forgiven.
The County would only apply for \$2,485,500 to meet the financial requirements of the Project.

WHEREAS, the Board of Commissioners of Seminole County, Florida, during a regular Board meeting, intends to enter into a binding loan agreement with the State of Florida Department of Environmental Protection for financing the Project as required by the SRF Program; and

WHEREAS, Seminole County has determined that participation in the SRF Program will serve the interest of Seminole County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, as follows:

SECTION I. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.

SECTION II. Application for a loan under the SRF Program in the principal amount not to exceed \$2,576,000, and submittal of the related loan application to finance the Project is hereby authorized.

SECTION III. The Chair of the Board of County Commissioners of Seminole County, Florida, is hereby designated as Seminole County's authorized representative and authorized to execute the application, execute the loan agreement upon approval of the loan agreement by the Board of County Commissioners of Seminole County during a regularly scheduled meeting, provide assurances required by the application and the loan agreement, represent Seminole County in carrying out Seminole County's responsibilities under the loan agreement and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the application and the loan agreement.

SECTION IV. The County Manager of Seminole County or their designee is hereby authorized to submit the application, provide assurances required by the application and the loan agreement, represent Seminole County in carrying out Seminole County's responsibilities under the loan agreement, execute disbursement requests and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the application and the loan agreement.

SECTION V. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners of Seminole County.

SECTION VI. This Resolution shall become effective immediately upon its passage and adoption.



ADOPTED this ____ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

AFL\sfa
02/20/2024
T:\Users\alanus\Resolution Approving State Revolving Fund Loan Program.docx

Grant Request Form

A minimum of 45-days' notice is required to prepare an agenda item for the board

Grant Name: Drinking Water State Revolving Fund - Lead Service Line Replacement

Grantor Agency: Florida Department of Environmental Protection

Grantor Contact Name/Email: Paul Brandl/ email: Paul.Brandl@FloridaDEP.gov

Grant Due Date: March 28, 2024

Grant Eligible Amount: \$2,576,000 **County Requesting Amount:** \$2,485,500

Grant Award/Term: TBD

Match Requirement (Yes/No): YES **Match Amount %:** 51%

Is Match Budgeted or In-kind: Budgeted 49% is Principle Forgiveness

Estimated Match Amount: \$1,267,605

County Department: Utilities Dept

County Project Manager: Eka Febrina

Project Manager Phone: 407-665-2022 **Project Manager Email:** efebrina@seminolecountyfl.gov

Brief Scope of Grant: Part of EPA Bipartisan Infrastructure Law for water service line inventory and lead service line replacement

Please check one: New Grant: ☒ **Prior Grant:** ☐ **How Long (Multiple):** _____

Does grant tie to existing project: yes

Does Department need Assistant with a Grant Consultant: no

Background for Agenda Item (Scope of Project):

Due to EPA's Lead and Copper Rule Revision (LCRR), all public water systems are required to submit an initial service line material inventory of as part of their system by Oct 16, 2024. Project will involve CDM Smith (CONSULTANT) assisting Seminole County (County) with identifying unknowns water service lines) and compiling initial material service line inventory. The engineering services to be provided includes assistance with preparation of service line inventory, verification of unknown service lines, replacement planning and SOP, and other relevant LCRR requirements.

Grant Request Form

OTHER GRANT RELATED QUESTIONS:

Project Partner Required, If Yes, has a Partner(s) Been Identified?

no

Is hiring of new staff required (temporary and/or permanent and how many FTE's)?

no

Does the project implementation require a contractor, or can it be completed by county staff (is staff licensed and qualified to implement the project)?

yes

Does staff have the time/resources to manage the grant, if awarded?

CDM Smith, the consultant for this project will assist County managing the grant

Would the program continue after the grant is closed?

yes

Is there sufficient time to complete the project within the grant period?

yes

Is retroactive activity allowable? yes

ATTACH NOTICE OF FUNDING OPPORTUNITY (NOFO) FOR GRANT

APPROVAL SIGNATURES

Preparer Approval: _____

Department Director Approval: _____

Grants Office Approval: George Woodring

Digitally signed by George Woodring
Date: 2024.02.07 09:24:04 -05'00'

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER STATE REVOLVING FUND BIPARTISAN INFRASTRUCTURE LAW LEAD SERVICE LINE PRIORITY LIST FOR STATE FISCAL YEAR 2023-2024
FUNDABLE PORTION TIER 2 & 3**

**DRAFT
FOR: 8/9/2023**

| ATTACHMENT 2: LEAD SERVICE LINE REPLACEMENT PROJECT PRIORITY LIST AND COMPREHENSIVE LIST | | | | | | | | | | | |
|--|----------------|-------------------------------------|------------|---|------------------------|---|---------------|-----------------------|------------------------|------------------------------|---------------------|
| TIER | PRIORITY SCORE | APPLICANT/PROJECT NUMBER | POPULATION | PUBLIC WATER SYSTEM IDENTIFICATION NUMBER | PROJECT TYPE | PROJECT DESCRIPTION | ADOPTION DATE | FEDERAL APPROPRIATION | AUTHORIZED LOAN AMOUNT | PRINCIPAL FORGIVENESS AMOUNT | AMOUNT TO BE REPAID |
| 3 | 173 | Town of Lake Hamilton/ LS-53167 | 1,370 | 6530977 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 200,000 | \$ 98,000 | \$ 102,000 |
| 3 | 173 | City of Bowling Green/ LS-25029 | 2,516 | 6252002 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 225,000 | \$ 110,250 | \$ 114,750 |
| 3 | 158 | City of Mulberry/ LS-53123 | 39,620 | 6531237 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 365,000 | \$ 178,850 | \$ 186,150 |
| 3 | 151 | City of Perry/ LS-62028 | 5,688 | 2620208 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 950,000 | \$ 465,500 | \$ 484,500 |
| 3 | 116 | City of Neptune Beach/ LS-16012 | 6,880 | 2160206 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 320,600 | \$ 157,094 | \$ 163,506 |
| 3 | 104 | City of Miami Beach/ LS-13134 | 80,017 | 4130901 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 2,941,000 | \$ 1,441,090 | \$ 1,499,910 |
| 3 | 103 | City of Deland/ LS-64113 | 51,250 | 3640286 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 600,000 | \$ 294,000 | \$ 306,000 |
| 3 | 102 | Pinellas County/ LS-5202E | 961,739 | 6521405 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 11,842,000 | \$ 5,802,580 | \$ 6,039,420 |
| 3 | 100 | City of Atlantic Beach/ LS-16072 | 13,304 | 2160200 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 290,200 | \$ 142,198 | \$ 148,002 |
| 3 | 100 | City of Freeport/ LS-66035 | 15,208 | 1660290 1664019 | DW/Planning | Planning for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 68,628 | \$ 33,628 | \$ 35,000 |
| 3 | 100 | City of Gulf Breeze/ LS-57084 | 17,477 | 1570316 | DW/Planning | Planning for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 88,944 | \$ 43,583 | \$ 45,361 |
| 3 | 100 | City of Groveland/ LS-35064 | 17,896 | 3350476 | DW/Planning/ Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 520,000 | \$ 254,800 | \$ 265,200 |

| ATTACHMENT 2: LEAD SERVICE LINE REPLACEMENT PROJECT PRIORITY LIST AND COMPREHENSIVE LIST | | | | | | | | | | | |
|--|----------------|--|------------|---|--------------------|---|---------------|-----------------------|------------------------|------------------------------|---------------------|
| TIER | PRIORITY SCORE | APPLICANT/PROJECT NUMBER | POPULATION | PUBLIC WATER SYSTEM IDENTIFICATION NUMBER | PROJECT TYPE | PROJECT DESCRIPTION | ADOPTION DATE | FEDERAL APPROPRIATION | AUTHORIZED LOAN AMOUNT | PRINCIPAL FORGIVENESS AMOUNT | AMOUNT TO BE REPAID |
| 3 | 100 | City of Ocoee/LS-48050 | 46,562 | 3480204 | DW/Planning | Planning for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 150,000 | \$ 73,500 | \$ 76,500 |
| 3 | 100 | City of Winter Garden/LS-48014 | 47,049 | 3481481 | DW/Planning | Planning for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 247,560 | \$ 121,304 | \$ 126,256 |
| 3 | 100 | City of Coconut Creek/LS-06200 | 57,553 | 4061584 | DW/Planning/Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 400,000 | \$ 196,000 | \$ 204,000 |
| 3 | 100 | Seminole County/LS-59022 | 100,220 | 3590039, | DW/Planning/Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 2,576,000 | \$ 1,262,240 | \$ 1,313,760 |
| | | | | 3594186, | | | | | | | |
| | | | | 3594214, | | | | | | | |
| | | | | 3590111, | | | | | | | |
| | | | | 3590685, | | | | | | | |
| | | | | 3590823, | | | | | | | |
| | | | | 3590473, | | | | | | | |
| | | | | 3594107, | | | | | | | |
| | | | | 3590571, | | | | | | | |
| | | | | 3590785, 3594216 | | | | | | | |
| 3 | 100 | Clay County Utility Authority/LS-10021 | 138,235 | 2104391, | DW/Planning/Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 3,922,000 | \$ 1,921,780 | \$ 2,000,220 |
| | | | | 2100610, | | | | | | | |
| | | | | 2100801, | | | | | | | |
| | | | | 2100626, | | | | | | | |
| | | | | 2041320, | | | | | | | |
| | | | | 2100741, | | | | | | | |
| | | | | 2104351, 2104332 | | | | | | | |
| 3 | 100 | City of St. Petersburg/LS-52064 | 237,500 | 6521715 | DW/Planning/Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 1,065,000 | \$ 521,850 | \$ 543,150 |
| 3 | 100 | Manatee County/LS-41010 | 363,425 | 6411132 | DW/Planning/Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 400,000 | \$ 196,000 | \$ 204,000 |
| 3 | 100 | Sarasota County/LS-58033 | 447,057 | 6581591 | DW/Planning/Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 700,000 | \$ 343,000 | \$ 357,000 |
| 3 | 100 | Palm Beach County/LS-50208 | 1,518,477 | 4504393 | DW/Planning/Design | Planning & Design for lead service line inventory and replacement of lead service lines | 8/9/2023 | FFY23-24 BIL LSLR | \$ 1,600,000 | \$ 784,000 | \$ 816,000 |
| TOTAL AWARDED SEGMENTS: | | | | | | | | | \$ 29,471,932 | \$ 14,441,247 | \$ 15,030,685 |
| TOTAL UNAWARDED SEGMENTS: | | | | | | | | | \$ - | \$ - | \$ - |
| TOTALS: | | | | | | | | | \$ 29,471,932 | \$ 14,441,247 | \$ 15,030,685 |



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0183

Title:

Approve and authorize the Chairman to execute the Agreement of Purchase and Sale of Mitigation Credits for the Midway Drainage Improvement Project (CIP 01907077) for the purchase of four and eighty-seven hundredths (4.87) acres of State and one and seventy-six hundredths acres (1.76) of Federal Wetland Mitigation Credits (Forested and Herbaceous) from the Colbert-Cameron Wetland Mitigation Bank for the purchase price of Three Hundred Eighteen Thousand Six Hundred Dollars US (\$318,600.00). District5 - Herr (**Jean Jreij, P.E., Public Works Director**)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director

Contact/Phone Number:

Jeff Sloman/407-665-5572

Background:

Seminole County has designed drainage improvements and stormwater management facilities in multiple areas throughout the Midway community. The goal of the project is to reduce the depth and duration of flooding within the community. The project has received grant funding from both Federal ("American Rescue Plan Act - "ARPA") and State (Florida Department of Environmental Protection - "Resilient Florida") sources.

The County's consultant has submitted for permits from both the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP). Prior to issuance of permits, these state agencies require the County to offset the disturbance of existing wetlands from the project with the creation of new wetlands or through the purchase of mitigation credits from an approved mitigation bank. The Colbert-Cameron wetland mitigation bank is approved by the SJRWMD, FDEP, and the U.S. Army Corps of Engineers (USACE). The Purchase and

Sale of Mitigation Agreement needs to be executed for the County to purchase the credits from Colbert-Cameron.

The impacts of the project on existing wetlands (which occur in the areas of the proposed stormwater management facilities) require the purchase of 4.87 acres of state and 1.76 acres of federal wetland mitigation from the Colbert-Cameron Mitigation Bank for \$318,600.00.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Agreement of Purchase and Sale of Mitigation Credits for the Midway Drainage Improvements Project (CIP 01907077) for the purchase of 4.87 acres of state and 1.76 acres of federal forested and herbaceous wetland mitigation credits for Three Hundred Eighteen Thousand Six Hundred Dollars US (\$318,600.00).

CCMB AGREEMENT OF PURCHASE AND SALE OF MITIGATION CREDITS

This Agreement of Purchase and Sale of Mitigation Credits ("**Agreement**") is entered into as of _____, 2024 ("**Effective Date**") by and between SEMINOLE COUNTY PUBLIC WORKS ("**Buyer**"), and COLBERT-CAMERON MITIGATION BANK ("**Owner**").

RECITALS

A. Owner owns certain property located in Volusia County, Florida, which Owner has developed into the Colbert-Cameron Mitigation Bank (the "**Bank**").

B. The Owner was approved by the United States Army Corps of Engineers ("**USACE**") and the St Johns River Water Management District (SJRWMD) to offer for sale Forested Mitigation Credits and Herbaceous Mitigation Credits (collectively "**Mitigation Credits**") from the Bank.

C. Buyer is seeking to implement the project, **MIDWAY DRAINAGE IMPROVEMENT; SJRWMD ERP Application Number: 22050-2; and FDEP 404 Application Number: ST404_437068-001-SFI-29; ST404_437068-002-SFI-29** which would unavoidably and adversely impact wetlands, and seeks to compensate for the loss of wetlands by purchasing Mitigation Credits from Owner.

D. Buyer desires to purchase from Owner and Owner desires to sell to Buyer Mitigation Credits in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Owner hereby agree as follows:

ARTICLE 1. PURCHASE AND SALE OF MITIGATION CREDITS

1.01. **Purchase and Sale.** Owner shall sell to Buyer and Buyer shall purchase from Owner the Mitigation Credits on terms and conditions specified in this Agreement.

1.02. **Purchase Price.** Owner hereby sells to Buyer and Buyer hereby purchases from Owner a total of **4.87 State and 1.76 Federal Mitigation credits from Bank for a total purchase price ("**Purchase Price**") of Three Hundred Eighteen Thousand Six Hundred Dollars US (\$318,600.00)**. The sale and transfer herein is not intended as a sale or transfer to Buyer of a security, license, lease, easement, or possessory or nonpossessory interest in the Property or Bank, nor the granting of any interest of the foregoing.

1.03. **Payment.** The Reservation Deposit in the amount of Thirty-One Thousand Eight Hundred Sixty (\$31,860.00) shall accompany this Agreement. Checks should be payable to Colbert-Cameron Mitigation Bank. The Reservation Deposit is nonrefundable and is applied to the Purchase Price. The balance of the Purchase Price shall be due within 90 days of the date of this Agreement. Upon verification that Buyer has paid the Purchase Price to Seller, Seller shall notify all appropriate parties of the completed transaction. Further, each party shall pay its own legal and professional fees and fees of other consultants incurred with regard to this transaction. **Checks should be payable to Colbert-Cameron Mitigation Bank and sent to: 5566 JESSAMINE LANE ORLANDO, FLORIDA 32801.**

transaction. Further, each party shall pay its own legal and professional fees and fees of other consultants incurred with regard to this transaction.

1.04. Reservation Extension. A one-time, Ninety (90) day reservation extension is available if neither the Buyer's State or Federal permit has not been issued for the project and a second non-refundable deposit of in the amount of Thirty-One Thousand Eight Hundred Sixty U.S. Dollars (\$31,860.00) is received prior to the expiration of the initial reservation period. No further extension are available without a new contract executed by the Buyer and the Owner.

ARTICLE 2. MISCELLANEOUS

2.01. Limitation on Liability. Notwithstanding any other provision of this Agreement, in no event will Owner or Buyer be liable to the other party for any indirect, special, consequential or incidental damages, or loss of profits or loss of goodwill, regardless of whether the Owner or Buyer has been informed of the possibility of such damages or is negligent, and whether or not such damages were reasonably foreseeable.

2.02. Captions. All section captions used in this Agreement are for reference only and shall not be considered in interpreting the provisions of this Agreement.

2.03. Integration. This Agreement contains the entire agreement of Buyer and Owner, superseding any and all prior written or oral agreements between them concerning the subject matter contained herein, and Buyer and Owner hereby release each other from any and all rights, obligations and claims under such prior agreements.

2.04. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Buyer and Owner.

2.05. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

2.06. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A facsimile of a duly executed copy of this Agreement shall be deemed for all purposes as receipt of an originally signed document, and any such copy bearing a facsimile signature shall be binding upon, and enforceable against, the party to be charged thereby.

2.07. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future right to enforce such provision or any other provision hereof.

2.08. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida and venue shall be in Seminole County, Florida.

2.09. Court Costs and Fees. In the event of litigation between the parties, the prevailing party shall recover from the non-prevailing party, all costs of litigation and any appeals including but not limited to attorney's fees, expert witnesses fees and costs of suit.

2.10. Construction. Buyer and Owner hereby acknowledge and agree that (a) each party to this Agreement is of equal bargaining strength, (b) each such party has actively participated in the drafting, preparation and negotiation of this Agreement, (c) each such party has consulted or has had the opportunity to consult with such party's own independent counsel, and such other professionals as such party deems appropriate relative to any and all matters contemplated under this Agreement, (d) each such party and such party's counsel and advisors have reviewed the Agreement and following such review each party agrees to enter into this Agreement, and (e) any rule of construction to the effect that ambiguities are to be resolved against the drafting party(ies) shall not apply in the interpretation of this Agreement, or any portions hereof or any amendments hereto.

2.11. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by Buyer or Owner to create a relationship of principal and agent, partnership, joint venture or any other association between Buyer and Owner.

2.12. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

[Balance of this page intentionally blank; signatory page continues on Page 4]

IN WITNESS WHEREOF, Buyer and Owner have executed this Agreement as of the date first set forth above.

WITNESSES:

Tricia Christian
Tricia Christian (Feb 5, 2024 15:51 EST)

Witness

Tricia Christian

Print Name

R. Riley Ferguson

Witness

Riley Ferguson

Print Name

COLBERT-CAMERON MITIGATION BANK

BY: J. Baker

Name: Jeff Baker

Title: Managing Trustee

Date: 02/05/2024

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2024, regular meeting.

Approved as to form and
Legal sufficiency.

County Attorney






Microsoft Word - Gary Davis - 4721 Bayside - Sales Agreement 8-28-09

Final Audit Report

2024-02-05

| | |
|-----------------|--|
| Created: | 2024-02-05 |
| By: | Springboard Admin (admin@anglerenvy.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAApAbm5SVNLU8EAKxl-FeNpJsoAmn19bfx |

"Microsoft Word - Gary Davis - 4721 Bayside - Sales Agreement 8-28-09" History

-  Document created by Springboard Admin (admin@anglerenvy.com)
2024-02-05 - 7:47:04 PM GMT- IP address: 47.204.110.217
-  Document emailed to Jeff Baker (jeff@anglerenvy.com) for signature
2024-02-05 - 7:47:08 PM GMT
-  Email viewed by Jeff Baker (jeff@anglerenvy.com)
2024-02-05 - 8:17:56 PM GMT- IP address: 172.226.170.27
-  Document e-signed by Jeff Baker (jeff@anglerenvy.com)
Signature Date: 2024-02-05 - 8:18:57 PM GMT - Time Source: server- IP address: 129.222.84.54
-  Agreement completed.
2024-02-05 - 8:18:57 PM GMT







Sales Agreement Midway CCMB- signed (3)

Final Audit Report

2024-02-05

| | |
|-----------------|--|
| Created: | 2024-02-05 |
| By: | Springboard Admin (admin@anglervy.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA5pxbYLe-fUNGcQotg_z8DxidORXp8q_P |

"Sales Agreement Midway CCMB- signed (3)" History

-  Document created by Springboard Admin (admin@anglervy.com)
2024-02-05 - 8:49:03 PM GMT
-  Document emailed to tchristian@gocloudaccess.com for signature
2024-02-05 - 8:50:22 PM GMT
-  Email viewed by tchristian@gocloudaccess.com
2024-02-05 - 8:51:00 PM GMT- IP address: 47.204.110.217
-  Signer tchristian@gocloudaccess.com entered name at signing as Tricia Christian
2024-02-05 - 8:51:28 PM GMT- IP address: 47.204.110.217
-  Document e-signed by Tricia Christian (tchristian@gocloudaccess.com)
Signature Date: 2024-02-05 - 8:51:30 PM GMT - Time Source: server- IP address: 47.204.110.217
-  Agreement completed.
2024-02-05 - 8:51:30 PM GMT








Sales Agreement Midway CCMB- signed (3) - signed

Final Audit Report

2024-02-05

| | |
|-----------------|--|
| Created: | 2024-02-05 |
| By: | Springboard Admin (admin@anglerenvy.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAxC5MAS0gHPLbL0helldAmhqkwKEOzksz |

"Sales Agreement Midway CCMB- signed (3) - signed" History

-  Document created by Springboard Admin (admin@anglerenvy.com)
2024-02-05 - 9:00:58 PM GMT
-  Document emailed to Riley Ferguson (riley@huntersenvy.com) for signature
2024-02-05 - 9:01:42 PM GMT
-  Email viewed by Riley Ferguson (riley@huntersenvy.com)
2024-02-05 - 9:02:27 PM GMT- IP address: 135.129.205.189
-  Document e-signed by Riley Ferguson (riley@huntersenvy.com)
Signature Date: 2024-02-05 - 9:04:56 PM GMT - Time Source: server- IP address: 135.129.205.189
-  Agreement completed.
2024-02-05 - 9:04:56 PM GMT



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0227

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-819 for a drainage easement necessary for the Midway Drainage Improvement Project (1,371± SF) between William Cintron and Seminole County for \$29,120.00, as full settlement and for any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (**Jean Jreij, P.E., Public Works Director**).

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E.

Contact/Phone Number:

Neil Newton/407-665-5711

Background:



This parcel (No. 1-819) has been identified as being needed for a drainage easement necessary for our Midway Drainage Improvement Project. The owner (William Cintron / Tax ID No. 32-19-31-513-0000-0010) of the property located at 2221 Granby Street on the easterly side of Granby Street, approximately 130± feet (0.02 miles) north of Crawford Drive, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$29,120.00, inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary improvements and consists of 0.19± acres of land. The County's valuation of this acquisition is \$19,100.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$29,120.00, which was accepted by the owner, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-819 for a drainage easement necessary for the Midway Drainage Improvement Project (1,371± SF) between William Cintron and Seminole County for \$29,120.00, as full settlement and for any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

Legend

-  Parent Parcel
-  Drainage Easement

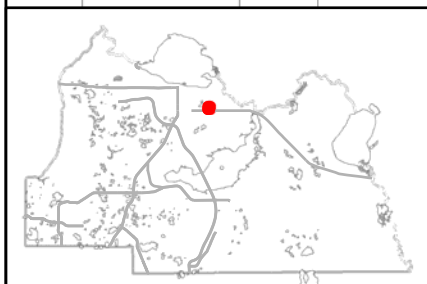
LOCATION MAP



Midway Drainage Improvement Project
Parcel 1-819 - William Cintron
32-19-31-513-0000-0010

0 62.5 125 250

1 inch = 122 feet



**PURCHASE AGREEMENT
DRAINAGE EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between WILLIAM CINTRON, whose address is 2221 Granby Street, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a drainage easement in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit A for legal description and sketch (the "Property").

Parcel I. D. Number: 32-19-31-513-0000-0010

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of TWENTY-NINE THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$29,120.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Drainage Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2023).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.



(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a drainage easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.



(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

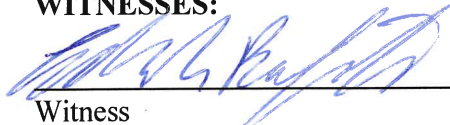
(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.


(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:


Witness

Edwin R. Barfield
Print Name


Witness

Jamee Barfield
Print Name


WILLIAM CINTRON

2-21-27
Date



[Balance of this page intentionally blank; signatory page continues on Page 5]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

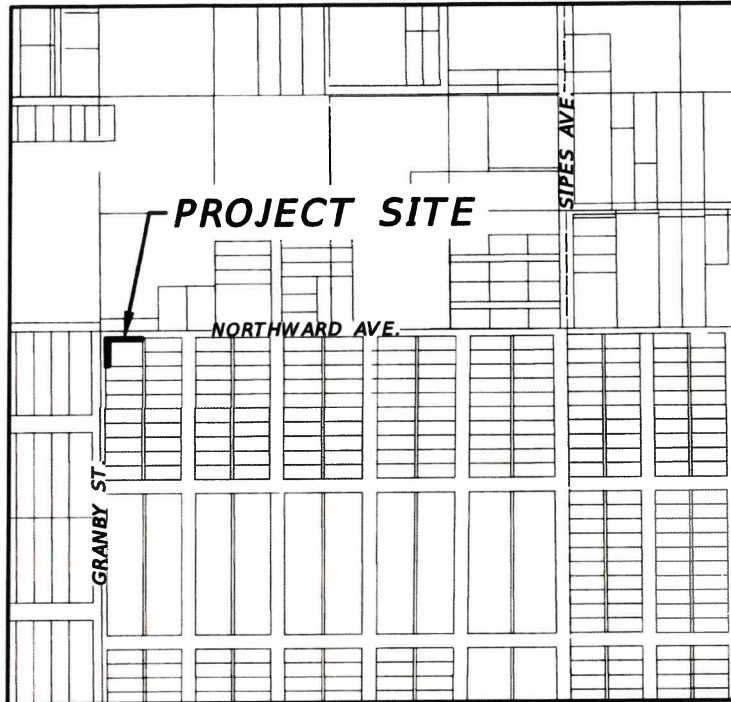
Attachment:
Exhibit A – Legal Description and Sketch



SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 32-19-31-513-0000-0010
EASEMENT NO./SEARCH NO. - 819/04202

Exhibit "A"



LOCATION MAP

LEGEND:

AE = ACCESS EASEMENT
AVE. = AVENUE
CB = CHORD BEARING
CD = CHORD DISTANCE
DE = DRAINAGE EASEMENT
F = FIELD
INT. = INTERSECTION
L = LENGTH
LI = LINE #1
M = MEASURED
M.O. = MONUMENTED & OCCUPIED
NR = NON-RADIAL
NT = NON-TANGENT CURVE
ORB = OFFICIAL RECORDS BOOK
O.R. = OFFICIAL RECORDS BOOK
PG = PAGE
PB = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PCC = POINT OF COMPOUND CURVATURE
PC = POINT OF CURVATURE
POC = POINT ON CURVE
PI = POINT OF INTERSECTION
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
(R) = RADIAL LOT LINE
R = RADIUS
RP = RADIUS POINT
RW = RIGHT OF WAY
R/W = RIGHT OF WAY
COR. = CORNER
SEC. = SECTION
DR. = DRIVE
ST. = STREET
N = NORTH
S = SOUTH
E = EAST
W = WEST
~ = DELTA (CENTRAL ANGLE)

NOTES:

1. This is not a survey.
2. Underground utilities, and/or improvements have not been located.
3. Surveyor has not abstracted the lands shown hereon and they may be subject to easements or restrictions of record, if any.
4. The scale of these maps may have been altered by reproduction and/or electronic file conversion.
5. This Sketch and Description is not complete without all sheets listed in the SHEET INDEX below.

SHEET INDEX

Sheet 1: Location Map, Legend, Notes, and Certification
Sheet 2: Legal Description
Sheet 3: Sketch

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Jack V
Carper

Digitally signed by Jack V Carper
DN: C=US, O=Florida,
dnQualifier=
A01410D0000018709DAC36900
04A09F, CN=Jack V Carper
Reason: I am the author of this
document
Location:
Date: 2023.09.25
13:19:24
-04'00"
Foxit PDF Editor Version: 12.1.3

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

Date: 4/11/23
Scale: 1:500
Job No.: 100080164
F.B.: N/A
Drawn By: VS & DB
Ckd. By: JVC
Sheet: 1 of 3

SKETCH OF DESCRIPTION

SEMINOLE COUNTY

MIDWAY DRAINAGE IMPROVEMENT PROJECT

PARENT PARCEL NO. - 32-19-31-513-0000-0010

EASEMENT NO./SEARCH NO. - 819/04202

LEGAL DESCRIPTION

THAT PART OF:

LOTS 1 AND 2 OF MAP OF MIDWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Being those certain Lands as described in Official Records Book 9194, Page 1684 of the Public Records of Seminole County, Florida.

TOGETHER WITH

THAT PART OF THE RIGHT-OF-WAY FOR GRANBY STREET AS PLATTED ON THE AFORESAID MAP OF MIDWAY

All together, lying within the following metes and bounds description:

Commence at the Northeast Corner of aforesaid Lot 1, said corner being along the South line of the right-of-way for Northward Avenue; thence S 89°58'06" W along said South line, for 24.30 feet to a point along the occupied and monumented East line of said Lot 1, said point being the Point Of Beginning; thence S 0°36'11" E, along said East line for 6.00 feet; thence departing said East line, run S 89°58'06" W for 95.13 feet; thence S 0°34'40" E for 74.00 feet to the South line of aforesaid Lot 2; thence S 89°58'06" W along said South line, for 10.00 feet to a point along the occupied and monumented West line of of said Lot 2; thence N 0°34'40" W along said West line, for 80.00 feet to a point along the aforesaid South line of the right-of-way for Northward Avenue; thence N 89°58'06" E along said South line for 105.13 feet to the Point Of Beginning.

Containing 1,371 Square feet more or less

Date: 4/11/23

Scale: _____

Job No.: 100080164

F.B.: N/A

Drawn By: VS & DB

Ckd. By: JVC

Sheet: 2 of 3

ATKINS

482 South Keller Road

Orlando, Florida 32810-6101

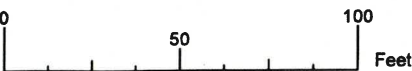
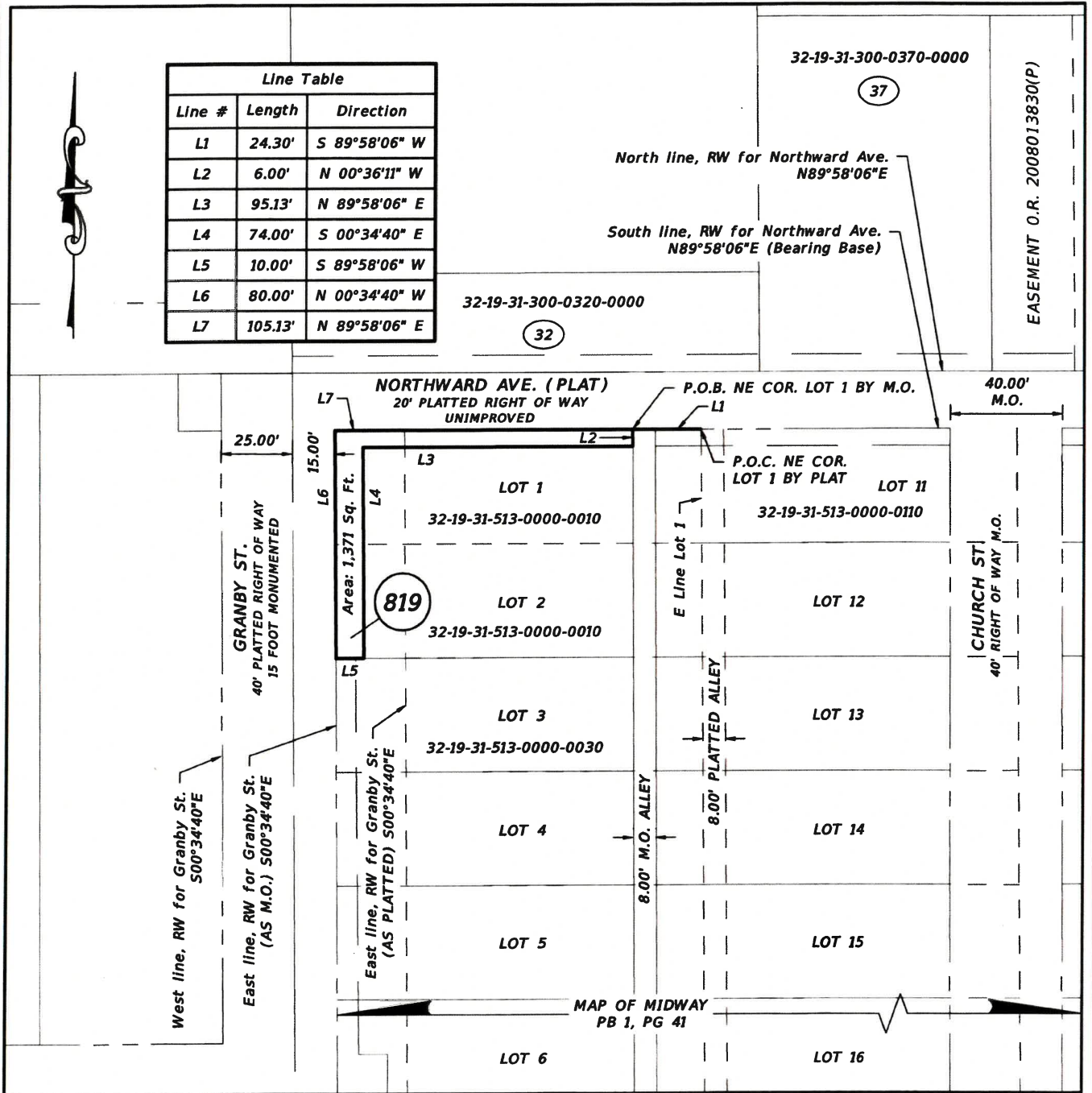
Tel : 407/647-7275 Certificate No. LB 24

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Design\ProjectFiles\BPI\Survey\Easements\Easemt_800_32-19-31-300-051C-0000_04122\SOD DRN Esmt 800.dwg, 3/7/2023 5:07 PM, BLAI3094

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 32-19-31-513-0000-0010
EASEMENT NO./SEARCH NO. - 819/04202

| Line Table | | |
|------------|---------|---------------|
| Line # | Length | Direction |
| L1 | 24.30' | S 89°58'06" W |
| L2 | 6.00' | N 00°36'11" W |
| L3 | 95.13' | N 89°58'06" E |
| L4 | 74.00' | S 00°34'40" E |
| L5 | 10.00' | S 89°58'06" W |
| L6 | 80.00' | N 00°34'40" W |
| L7 | 105.13' | N 89°58'06" E |



ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Notes:
This is not a survey.
Bearings are assumed and base upon
the South Line of the Right-of-way
for Northward Ave. N89°58'06"E.

Date: 4/11/23
Scale: 1:50
Job No.: 100080164
F.B.: N/A
Drawn By: VS & DB
Ckd. By: JVC
Sheet: 3 of 3



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2023-1496

Title:

Request Board approval to submit a grant application to the Florida Department of Children and Families Reinvestment Grant FY 2024 requesting up to \$1,200,000 to support Re-Entry Services for frequently arrested citizens that have an underlying mental health and/or substance abuse issue; as well as the Sherriff's Juvenile SNAP Program; and authorize the County Manager to execute the grant application and supporting documents as required, including contract and BAR, if awarded.
Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**)

Division:

Resource Management - Grants Administration

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The Department of Children and Families announced a Request for Applications under the Criminal Justice Mental Health and Substance Abuse (CJMHS) Reinvestment Grant Program (F.S. 394.656). The award would be for 3 years for up to \$1,200,000.00. If awarded, Seminole County will use the funding to support a new project to assist the re-entry and continuation of care for frequently arrested persons (frequent faces) with mental health and/or substance misuse diagnoses. The grant will also continue support for the Sherriff's Juvenile Stop Now and Plan (SNAP) program.

This solicitation requires a 100 percent cash or in-kind match based on the total project's cost. The match requirement would be provided by personnel support from the Sherriff Jail Staff Time and Fringe Benefits; CIT Training Cost and Supporting Community Health Staff Time and Fringe Benefits.

Requested Action:

Staff requests the Board's approval to submit a grant application to the Florida

Department of Children and Families Reinvestment Grant FY 2024 requesting up to \$1,200,000 to support Re-Entry Services for frequently arrested citizens that have underlying mental health and/or substance abuse issues; as well as the Sherriff's Juvenile SNAP Program; and authorize the County Manager to execute the grant application and supporting documents as required, including contract and BAR if awarded.

Grant Request Form



Resource Management - Grants

A minimum of 45-days' notice is required to prepare an agenda item for the board

Grant Name CJMHSA Reinvestment Grant

Funding Agency/ Grantor Agency: Department of Children and Families

Grantor Contact Name/Email: Amanda Hamer/ Ahamer@seminolecountyfl.gov

Grant Due Date: 2/26/2024 at 2pm

Award Eligible Amount: \$1,200,000

Award Length: 3 years

Match: Yes

Match Amount: \$1,200,000

County Department: Sherriff's Office (Jail)

Project Manager: Jennifer Hernandez

Project Manager Phone: 407-665-1279

Project Manager Email: jhernandez@seminolesheriff.org

What need in the County is the grant meeting? Will assist in deferring chronically mentally ill people from the Judicial system

Existing Project: Expanding on current services held in Jail and community outreach

Background for Agenda Item (Scope of Project)

The Florida Department of Children and Families released DCF RFA 2324001 for a 3-year implementation and expansion grant under the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant. The purpose of this Request for Applications (RFA) is to provide funding (up to \$1,200,000.00/ \$400,000 annually) under the Reinvestment Grant Program to counties which they may use to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal and juvenile justice systems, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance use disorder, or co-occurring mental health and substance use disorders, and who are in, or at risk of entering, the criminal or juvenile justice systems.

Seminole County in partnership with Seminole County Sherriff's Office would apply for the DCF Reinvestment Grant to expand inmate services through wraparound transition services for the mentally

Grant Request Form



Resource Management - Grants

ill and provide community outreach regarding common charges that have been identified correlating to persons with Mental Health/Substance Use disorders.

The Sherriff's Office- Jail will coordinate the day-to-day operations and assist in reporting and project evaluations of the program. As the grant recipient, the County will administer the contract and provide oversight for this grant, for which it will receive 5% (\$20,000 annually) of the grant total each year. There is a 100% match which the County would meet utilizing Baker/Marchman act transportation and CIT training.

Project Summary:

Seminole County in partnership with Seminole County Sherriff's Office will apply for the DCF Reinvestment Grant to expand inmate services through wraparound transition services for the mentally ill and provide community outreach regarding common charges that have been identified correlating to persons with Mental Health/Substance Use disorders. The project will identify individuals who are classified as frequent faces and/or severely Mentally ill and provide wrap-around service while in jail and post-release for 6 months. This will be done through hiring two new grant-funded FTEs. Funding will also assist those eligible with job skills/placement and housing. The project proposes to cover the cost of job readiness training with an identified community partner and provide move-in cost and first-month rent for those in need. By providing wrap-around services and basic needs the hope is to decrease recidivism. In addition, Law Enforcement in identified areas will provide ancillary services to support those in need by providing community referrals, bus passes, and food gift cards to distribute, diverting citizens from legal engagement. The project will provide community outreach to community businesses on ways to address correlating charges in an alternative fashion.

Anticipated Project Dates Start/Finish: 10/01/2024-9/30/2027

Project Partner Required: Not required but will be working with Sherriff's Department. In specifically the Jail department.

If Yes, has a Partner(s) Been Identified?

Is hiring of new staff required (temporary and/or permanent)? Grant permanent

Grant Request Form



Resource Management - Grants

Are there any additional costs not covered by the grant award, match, in-kind, or supplement? If so, what are they? No

Does the project implementation require a contractor, or can it be completed by county staff (is staff licensed and qualified to implement the project)? Can be implemented by existing and to-be-hired staff

Does staff have the time/resources to manage the grant, if awarded? yes

Would the program continue after the grant is closed? To be determined upon evaluation of the project in the grant lifetime

Is there sufficient time to complete the project within the grant period? yes

Is retroactive activity allowable? no

Signatures that proposal may be initiated:

County Department Signature and date: George Wooding 11/10/2024

Project Partner Signature and date: Captain S. Heath

Digitally signed by Captain S. Heath
Date: 2023.12.07 14:32:34 -05'00'

ATTACH NOTICE OF GRANT FUNDING AVAILABLE FOR GRANT

Line Item Budget Table

FY24 REINVESTMENT GRANT

| Category | Grant Fund Requested | Matching Funds | Source of Funds |
|-----------------------------------|----------------------|---|--|
| Salaries - | \$156,283 | \$97,637 | County General Fund - Budget BU and Sherriff BU |
| Fringe Benefits | \$180,253 | \$57,560 | County General Fund - Budget BU and Sherriff BU |
| Administrative Costs | \$83,424 | \$0 | |
| Staff Travel | \$0 | \$37,627 | Sheriff Reentry Coordinator travel expenss will be in-kind by the Sheriff's office |
| Consultants & Contracted Services | \$137,120 | \$0 | |
| Equipment | \$0 | \$0 | |
| Supplies | \$353,705 | \$0 | |
| Rent/Utilities | \$0 | \$0 | |
| Other Expenses | \$144,000 | \$861,180 | Sheriff Daily Correction Cost and CIT training for staff. |
| Totals | \$1,054,785 | \$1,054,004 | |
| Total Project Cost: | \$2,108,789 | = Grants Funds Requested + Matching Share | |
| Match Percentage | 50% | = Match / Total Project Cost | |



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0166

Title:

Request Board approve submission of a grant application to the Federal Department of Energy in acceptance of the Energy Efficiency and Conservation Block Grant (EECBG) allocation in the amount of \$287,440 to replace outdated light fixtures in the County Services Building to LED fixtures creating a more energy efficient building; and authorize the County Manager to sign any grant documents associated with this grant. Countywide (**Lorie Bailey Brown, Resource Management Director**) Requesting Departments - Fleet & Facilities and Innovation & Strategic Initiatives

Division:

Resource Management - Grants Administration

Authorized By:

Lorie Bailey Brown, Resource Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

In March 2023, the County submitted a Pre-Award Information Sheet to the Federal Department of Energy to provide information regarding the grant allocation for the Energy Efficiency and Conservation Block Grant (EECBG) regarding the County's allocation of \$287,440 indicating that the County would be submitting a grant application for this allocation. EECBG provided time for grantees to prepare an application that would best suit the needs of the applicant.

The goal of the \$287,440 EECBG money is to replace all non-LED fixtures in the County Services building at 1101 E First Street in Sanford with LED fixtures. Over 1350 fixtures have been identified through a building survey conducted by the Facilities Department resulting in an opportunity to upgrade. The upgrade to the lighting system intends to create fewer work orders for bulb replacement with the longer life of LED lighting in addition to creating a more energy efficient building. In addition to the LED upgrades, there are plans to convert the sinks to low flow systems

to reduce water waste in high use, high traffic bathrooms.

The EECBG grant does not have a match requirement. The budget for this grant was approved during the FY24 budget process in anticipation of submitting the grant application.

Requested Action:

Staff requests the Board approve the submission of a grant application to the Federal Department of Energy in acceptance of the Energy Efficiency and Conservation Block Grant (EECBG) allocation in the amount of \$287,440 to replace outdated light fixtures in the County Services Building to LED fixtures creating a more energy efficient building; and authorize the County Manager to sign any grant documents associated with this grant.

Grant Request Form

A minimum of 45-days' notice is required to prepare an agenda item for the board

Grant Name: Energy Efficiency and Conservation Block Grant (EECBG)

Grantor Agency: Department of Energy Allocation Grant (see attached award amount)

Grantor Contact Name/Email: _____

Grant Due Date: 4/30/2024

Grant Eligible Amount: \$287,440 **County Requesting Amount:** \$287,440

Grant Award/Term: _____

Match Requirement (Yes/No): No **Match Amount %:** _____

Is Match Budgeted or In-kind: _____

Estimated Match Amount: _____

County Department: Strategic Initiatives

County Project Manager: Joe Saucer

Project Manager Phone: X7160 **Project Manager Email:** jsaucer@seminolecountyfl.c

Brief Scope of Grant: LED lighting upgrades to the CSB building

Please check one: New Grant: ☒ **Prior Grant:** ☐ **How Long (Multiple):** _____

Does grant tie to existing project: No

Does Department need Assistant with a Grant Consultant: No

Background for Agenda Item (Scope of Project):

The goal of the \$287,400 EECBG money is to replace all non-LED fixtures in the County Services building at 1101 E First Street in Sanford with LED fixtures. Over 1350 fixtures have been identified through a building survey conducted by the Facilities Department what are in need of upgrade. The upgrades to the lighting system intends on creating less work orders for bulb replacement with the longer life of LED lighting in addition to creating a more energy efficient building.

In addition to the LED upgrades, there are plans to convert the sinks to low flow systems to reduce water waste in high use, high traffic bathrooms.

Grant Request Form

OTHER GRANT RELATED QUESTIONS:

Project Partner Required, If Yes, has a Partner(s) Been Identified?

No

Is hiring of new staff required (temporary and/or permanent and how many FTE's)?

No

Does the project implementation require a contractor, or can it be completed by county staff (is staff licensed and qualified to implement the project)?

Contract work

Does staff have the time/resources to manage the grant, if awarded?

Yes

Would the program continue after the grant is closed?

No

Is there sufficient time to complete the project within the grant period?

Yes

Is retroactive activity allowable? _____

ATTACH NOTICE OF FUNDING OPPORTUNITY (NOFO) FOR GRANT

APPROVAL SIGNATURES

Preparer Approval: _____

Department Director Approval: _____

Grants Office Approval: George Woodring

Digitally signed by George Woodring
Date: 2024.02.19 12:54:50 -05'00'



| # | State/Territory | Entity Name | Level of Government | Allocation |
|-----|-----------------|---------------------|---------------------|-------------|
| 406 | DE | New Castle | County | \$403,310 |
| 407 | DE | Sussex | County | \$227,920 |
| 408 | DE | Dover | City | \$76,570 |
| 409 | DE | Elsmere, Town of | City | \$75,200 |
| 410 | DE | Georgetown, Town of | City | \$75,300 |
| 411 | DE | Middletown, Town of | City | \$75,810 |
| 412 | DE | Milford | City | \$75,440 |
| 413 | DE | Millsboro, Town of | City | \$75,250 |
| 414 | DE | Newark | City | \$76,220 |
| 415 | DE | Seaford | City | \$75,320 |
| 416 | DE | Smyrna, Town of | City | \$75,420 |
| 417 | DE | Wilmington | City | \$135,280 |
| 418 | FL | Brevard | County | \$340,910 |
| 419 | FL | Clay | County | \$231,710 |
| 420 | FL | Collier | County | \$365,750 |
| 421 | FL | Escambia | County | \$276,780 |
| 422 | FL | Hillsborough | County | \$831,960 |
| 423 | FL | Lake | County | \$322,790 |
| 424 | FL | Lee | County | \$368,980 |
| 425 | FL | Manatee | County | \$327,640 |
| 426 | FL | Marion | County | \$299,300 |
| 427 | FL | Miami-Dade | County | \$1,134,700 |
| 428 | FL | Okaloosa | County | \$238,090 |
| 429 | FL | Orange | County | \$807,430 |
| 430 | FL | Osceola | County | \$253,060 |
| 431 | FL | Palm Beach | County | \$652,450 |
| 432 | FL | Pasco | County | \$484,970 |
| 433 | FL | Pinellas | County | \$384,470 |
| 434 | FL | Polk | County | \$481,240 |
| 435 | FL | Sarasota | County | \$309,280 |
| 436 | FL | Seminole | County | \$287,440 |
| 437 | FL | St. Johns | County | \$275,490 |
| 438 | FL | Volusia | County | \$255,830 |
| 439 | FL | Altamonte Springs | City | \$76,660 |
| 440 | FL | Apopka | City | \$114,500 |
| 441 | FL | Aventura | City | \$76,470 |
| 442 | FL | Boca Raton | City | \$166,480 |
| 443 | FL | Bonita Springs | City | \$116,540 |



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0167

Title:

Request Board approval to submit a grant application to Environmental Protection Agency Climate Pollution Reduction Grant requesting up to \$199,999,999 for the Waste to Energy program in coordination with the East Central Florida Regional Planning Council Priority Climate Action Plan along with regional partners to reduce Greenhouse Gas (GHG); and authorize the County Manager to submit Letter of Intent for this grant application. Countywide (**Lorie Bailey Brown, Resource Management Director**) Requesting Department - Innovation and Strategic Initiatives

Division:

Resource Management - Grants Administration

Authorized By:

Lorie Bailey Brown, Resource Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The East Central Florida Regional Planning Council (ECFRPC) has submitted to the Federal Environmental Protection Agency (EPA) the Priority Climate Action Plan (PCAP) that allows our region to be able to submit an implementation grant for the Climate Pollution Reduction Program (CPRG). Seminole County will take the lead along with the Kissimmee, Orlando, Sanford Metropolitan Statistical Area (KOS MSA) is leading a pioneering Waste-to-Energy program poised to revolutionize biosolid management, mitigate environmental risks, and foster sustainable energy generation. Currently, biosolids generated by wastewater treatment facilities pose significant environmental challenges, being directed towards landfills or land applications. In response, the KOS MSA is spearheading a strategic public-private partnership (P3) aimed at maximizing resource utilization and minimizing environmental impact.

Through collaboration with a select third-party private entity, the KOS MSA aims to capture methane gas from biosolids and convert it into Renewable Natural Gas (RNG). This RNG will be seamlessly integrated into the natural gas pipeline and utilized as

compressed natural gas (CNG) for government fleet vehicles. The revenue generated from the sale of RNG and associated Renewable Identification Number (RIN) credits will be shared among the participating jurisdictions within the MSA.

By leveraging waste resources for energy production, the KOS MSA not only addresses pressing environmental challenges but also establishes a sustainable model for resource management. This comprehensive approach to Waste-to-Energy not only reduces greenhouse gas emissions and mitigates harmful biosolid contaminants but also creates multiple revenue streams, positioning the region as a trailblazer in sustainable energy innovation. Please see the agenda backup for further details on this application.

The ECFRPC Board has approved Seminole County's Waste to Energy grant proposal and will be providing a letter of support for the application along with other county and municipal members of the region. Staff will provide a letter of intent for the Chairman to sign before the April 1, 2024 grant submittal deadline. The grant does not have a matching requirement.

Requested Action:

Staff recommends the Board approval to submit a grant application to the Environmental Protection Agency Climate Pollution Reduction Grant requesting up to \$199,999,999 for the Waste to Energy program in coordination with the East Central Florida Regional Planning Council Priority Climate Action Plan along with regional partners to reduce Greenhouse Gas (GHG); and authorize the County Manager to submit Letter of Intent for this grant application.

Climate Pollution Reduction Grants (CPRG) Program: Implementation Grants

Proposal Option (Waste to Energy)

I. Grant Proposal - Maximizing Resilient Energy Potential: A Comprehensive Biosolid Management and Containment Mitigation Strategy for Sustainable Development in the KOS MSA

I. Executive Summary

The Kissimmee, Orlando, Sanford Metropolitan Statistical Area (KOS MSA) is leading a pioneering Waste-to-Energy program poised to revolutionize biosolid management, mitigate environmental risks, and foster sustainable energy generation. Currently, biosolids generated by wastewater treatment facilities pose significant environmental challenges, being directed towards landfills or land application. In response, the KOS MSA is spearheading a strategic public-private partnership (P3) aimed at maximizing resource utilization and minimizing environmental impact.

Through collaboration with a select third-party private entity, the KOS MSA aims to capture methane gas from biosolids and convert it into Renewable Natural Gas (RNG). This RNG will be seamlessly integrated into the natural gas pipeline and utilized as compressed natural gas (CNG) for government fleet vehicles. The revenue generated from the sale of RNG and associated Renewable Identification Number (RIN) credits will be shared among the participating jurisdictions within the MSA.

Moreover, the innovative Super Critical Water Oxidation (SCWO) process will be employed to address contaminants such as PFAS in residual solids, concurrently generating clean steam power. Biosolids are rendered an inert solid and less than 30% of their initial volume can be land applied or directed to landfills. The additional energy revenue stream from steam power, along with RNG and RINs credits, creates a multi-faceted approach to energy generation and revenue generation.

By leveraging waste resources for energy production, the KOS MSA not only addresses pressing environmental challenges but also establishes a sustainable model for resource management. This comprehensive approach to Waste-to-Energy not only reduces greenhouse gas emissions and mitigates harmful biosolid contaminants but also creates multiple revenue streams, positioning the region as a trailblazer in sustainable energy innovation.

II. Project Overview

Environmental Impact Mitigation:

- Addressing significant environmental challenges posed by biosolids generated from wastewater treatment facilities.
- Minimizing the environmental impact of biosolid disposal methods such as landfills or land application.

Strategic Public-Private Partnership (P3):

- Spearheading a collaborative effort between public and private sectors to maximize resource utilization and minimize environmental impact.
- Engaging with a select third-party private entity to enhance efficiency and effectiveness of the Waste-to-Energy program.

Renewable Natural Gas (RNG) Integration:

- Capturing methane gas from biosolids and converting it into RNG.
- Seamlessly integrating RNG into the natural gas pipeline.
- Utilizing RNG as compressed natural gas (CNG) for government fleet vehicles.

Revenue Sharing Mechanism:

- Sharing revenue generated from the sale of RNG and associated Renewable Identification Number (RIN) credits among participating jurisdictions within the KOS MSA.

Climate Pollution Reduction Grants (CPRG) Program: Implementation Grants

Proposal Option (Waste to Energy)

Super Critical Water Oxidation (SCWO) Process:

- Employing innovative SCWO technology to address contaminants such as PFAS in residual solids.
- Generating clean steam power as an additional energy revenue stream.

Biosolid Management and Volume Reduction:

- Rendering biosolids into inert solids, reducing their volume by over 70%.
- Enabling less than 30% of the initial volume to be land applied or directed to landfills.

Multi-Faceted Approach to Energy and Revenue Generation:

- Leveraging multiple revenue streams including RNG, RINs credits, and steam power.
- Creating a sustainable model for resource management and energy production.
- Positioning the KOS MSA as a trailblazer in sustainable energy innovation.

III. Budget Allocation

Capital Development:

- Acquire and install anaerobic digestion systems at centralized locations throughout the MSA.
- Implement necessary infrastructure for biosolid capture and transportation.
- Invest in purification technologies for RNG quality assurance.
- Allocate funds for SCWO equipment to remediate PFAS contaminants in biosolid residuals.
- Acquire and install steam power generation systems at a centralized location throughout the MSA.

Monitoring and Maintenance:

- Establish a robust monitoring system for biosolid capture, methane gas extraction, RNG production, and PFAS remediation.
- Allocate funds for ongoing maintenance and operation of infrastructure.

Public Awareness and Education:

- Allocate resources for public awareness campaigns to educate the community about the environmental benefits of the project.
- Develop educational materials to engage local schools and communities in understanding the significance of RNG and biosolid management.

IV. Expected Outcomes

Environmental Impact:

- Significant reduction in greenhouse gas emissions from wastewater treatment facilities.
- Collaborating with local transportation authorities and fleets to promote RNG adoption as a clean energy alternative to reduce transportation sector emissions.
- Mitigation of harmful biosolid contaminants, including PFAS, through the Super Critical Water Oxidation (SCWO) process.
- Decrease in the volume of biosolids disposed in landfills, contributing to overall waste reduction and environmental conservation.

Climate Pollution Reduction Grants (CPRG) Program: Implementation Grants

Proposal Option (Waste to Energy)

Energy Generation and Revenue Streams:

- Generation of Renewable Natural Gas (RNG) from captured methane gas, contributing to sustainable energy production.
- Revenue generation from the sale of RNG and associated Renewable Identification Number (RIN) credits, offsetting biosolids processing costs.
- Additional revenue streams from clean steam power generated through the SCWO process, further enhancing financial sustainability.

Economic Benefits:

- Creation of job opportunities in the renewable energy sector, supporting local economic growth and employment.
- Generation of revenue streams for participating jurisdictions within the Kissimmee, Orlando, Sanford Metropolitan Statistical Area (KOS MSA), fostering economic resilience and stability.
- Creation of an industry sector with job opportunities in the renewable energy, supporting local economic growth and employment.

Community Engagement and Awareness:

- Increased awareness and engagement of local communities in sustainable practices and environmental stewardship.
- Positive perception of the KOS MSA's commitment to environmental responsibility, fostering community pride and support for the Waste-to-Energy program.

Sustainable Model for Resource Management:

- Establishment of a sustainable model for biosolid management and energy production, serving as a blueprint for other regions.
- Demonstration of the feasibility and effectiveness of Waste-to-Energy initiatives in addressing environmental challenges and promoting resource efficiency.

V. Conclusion

The proposed grant seeks to revolutionize biosolid management in wastewater treatment facilities across the KOS MSA, offering environmental benefits, economic opportunities, and a blueprint for sustainable practices. By leveraging innovative technologies and strategic partnerships, the program aims to revolutionize biosolid management, mitigate greenhouse gas emissions, and create multiple revenue streams.

Through the capture of methane gas from biosolids and its conversion into Renewable Natural Gas (RNG), along with the implementation of the Super Critical Water Oxidation (SCWO) process for contaminants remediation and clean steam power generation, the KOS MSA demonstrates a holistic approach to waste management and energy production. The anticipated outcomes, including significant reductions in greenhouse gas emissions, economic benefits through job creation and revenue generation, and heightened community engagement and awareness, underscore the program's potential to drive positive change within the region.

Moreover, by establishing a sustainable model for resource management and energy production, the KOS MSA sets a precedent for other regions to follow in addressing environmental challenges while promoting economic growth and community well-being. As such, the Waste-to-Energy program not only aligns with the KOS MSA's commitment to environmental responsibility but also positions the region as a leader in sustainable development and innovation. Through continued collaboration, investment, and dedication to sustainability, the KOS MSA looks forward to realizing the full potential of this transformative initiative for the benefit of current and future generations.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0230

Title:

Waive the procurement process and authorize Single Source Procurement SS-604754-24/LAS- Purchase and Installation of RevolveAir brand Self Contained Breathing Apparatus (SCBA) Cascade System for Fire Station 39 to Municipal Emergency Services Inc., Sandy Hook, CT and authorize the Purchasing and Contracts Division to issue a Purchase Order in the amount of \$86,256.84. Countywide (**Lorie Bailey Brown, Resource Management Director**) Requesting Department - Fire Department

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Louis Straffi/407-665-7114

Background:

SS-604754-24/LAS will provide for purchase and installation of RevolveAir brand Self-Contained Breathing Apparatus (SCBA) Cascade System for Fire Station 39. Municipal Emergency Services Inc. (MES Inc.) is the sole manufacturer and supplier of the RevolveAir fill station, Smartfill Cascade Technology, and adjacent products in north America. Purchase of a RevolveAir SCBA Cascade system will ensure all services and repairs can be completed by Seminole County Fire Department employees, as these are the only systems that they are trained and certified to maintain independently. Purchase and Installation of the RevolveAir SCBA Cascade System is required to ensure consistency among units within the department, and will eliminate the need for a separate maintenance contract to service the System and its components.

The total cost for the purchase and installation of the RevolveAir SCBA Cascade System is \$86,256.84. Funds are available in the Fire Impact Fee Fund (Acct # 12801.02005021.560650)

Requested Action:

Staff requests the Board to waive the procurement process and authorize Single Source Procurement SS-604754-24/LAS- Purchase and Installation of RevolveAir SCBA Cascade System for Fire Station 39 to Municipal Emergency Services Inc., Sandy Hook, CT, and authorize the Purchasing and Contracts Division to issue a Purchase Order.

DATE: February 13, 2024

**SUBJECT: JUSTIFICATION TO WAIVE THE COMPETITIVE PROCUREMENT
PROCESS**

(IAW Purchasing Admin Code Section 3.5523)

OVERVIEW:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without a formal bid or requesting competitive quotes. PCD will advise when a particular competitive review process may both serve the County better and/or be required by governing law. These requests should not be made unless they are appropriately justified to meet legal requirements and can withstand a possible audit.

To process a Sole/Single Source requisition through purchasing, PCD encourages you to review the criteria necessary for Sole/Single Source determination. If you feel your request meets such criteria, follow the instructions in filling out the form and attach it to your requisition. The request will be reviewed by PCD.

Note: Dealer competition for a Sole Source manufacture does not qualify as competitive procurement specifications.

SOLE SOURCE PURCHASING:

The only existing source that meets the needs of the User Department as determined by a thorough analysis of the marketplace and is supported by compliance with the appropriate information, as stated in Section 60, Title L-8 of the County Manager's Policies.

SINGLE SOURCE PURCHASING

The one source among others that, for justifiable reason, is found to be most advantageous for the purpose of the procurement and is supported by compliance with the appropriate information, as stated in Section 60, Title L-8 of the County Manager's Policies.

Determination Checklist

1. Is the commodity/service necessary to accomplish the task or mission?
Yes ☒ No ☐
2. Is the commodity/service the only item that will produce the desired results or possess a unique performance capability? Yes ☒ No ☐
3. Is the commodity/service available from only one source of supply?
Yes ☒ No ☐
4. If the commodity or service is available from more than one vendor, but due to extreme circumstances, is the vendor the only one suited to provide the goods/services? Yes ☒ No ☐

**Seminole County
Purchasing and Contracts Division**

Note: Sole/Single Source Requests are not maintained as a standing request. Each request is for a single one-time purchase only, unless approved by the Board of County Commissioners.

SS-604754-24/LAS

☐ SINGLE SOURCE

☒ SOLE SOURCE

Requestor: Amy Jinright, Assistant Chief

Phone No.: 321-363-7659 Date: 2/13/24

Department: Fire Division: Fire Support

Description of Item/Services: Revolveair SCBA cascade system for Fire Station 39

1. Please indicate the following:

Procurement: ☒ Goods
☐ Services

SELF-CONTAINED

BREATHING APPARATUS

(SCBA)

2. Vendor Information (Attached Completed W-9):

Vendor Name: Municipal Emergency Services

Address: 3789 62nd AVE N City: Pinellas Park State: FL

Phone Number: (727) 457-7041 Fax: ()

Contact Person: Rickey McLester Title: Sales Representative

E-Mail Address: rmclester@mesfire.com

3. Provide a description of the goods/services to be purchased and why waiving the competitive process is necessary.
- a) Why were product and/or vendor chosen? Municipal Emergency Services is the only vendor that sells the Revolveair brand of SCBA cascade systems. The Fire Department employees are only certified to work on Revolveair systems. If we were to award to a different brand we would be forced to have a service contract agreement in place, which would result in additional funds being needed to maintain and service the asset.
 - b) What are the unique performance features of the product/brand requested that are not available in any other product/brand?
For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a Sole Source/Single Source/request? Utilizing the Revolveair brand SCBA cascade system allows us to forego paying for and utilizing a service contract.
 - c) Conduct and provide a Cost Benefits Analysis that supports paying a non-competitive price: We would save money on not paying for a yearly service contract for the system. All service and repairs would be done by Fire Department employees that are certified to work on the Revolveair SCBA cascade systems.

ITEMS (d - h) REQUIRED FOR SINGLE SOURCE REQUEST

- d) Why are these specific features/qualifications required? Purchasing a Revolveair SCBA cascade system would ensure all service and repairs could be done in house. Purchasing a different system would not only result in a maintenance contract but would also require extensive training among Fire Department personnel.
- e) What other products/services have been examined and/or rejected? Purchasing a different system would not only result in a maintenance contract but would also require extensive training among Fire Department personnel.
- f) Why other sources providing like goods or services are considered unacceptable (please give a full meaningful explanation)? Purchasing a different system would not only result in a maintenance contract but would also require extensive training among Fire Department personnel. Additionally, time delays can be avoided as County staff is trained to operate and maintain Revolveair SCBA Cascade Systems.
- g) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this precise item or service? The

Revolveair SCBA cascade system is required to ensure consistency among units within the Department.

- h) How will your mission/operation be impacted if the County does not purchase the particular item/service? Please explain. Purchasing a different system would not only result in a maintenance contract but would also require extensive training among Fire Department personnel. Additionally, time delays can be avoided as County staff is trained to operate and maintain Revolveair SCBA Cascade Systems.

Posting Requirements: PCD shall conduct a good faith review, posting the requirement publicly for 7-10 business days, followed with the notice of intent to purchase.

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for Sole/Single Source purchasing.
2. I have documented the required technical information and have made a concerted effort to review comparable equipment/service.
3. The information contained herein is complete and accurate.
4. A Sole/Single Source purchase in this case would withstand a possible audit or a vendor's protest.
5. I am aware of F.S. 838.22 as to compliance with Bid Tampering.

Amy Jinright, Assistant Chief
Requestor's Name - print

[Signature]
Signature

2/13/2024
Date

BK DeCuir
Requesting Division Manager - Print
(Required for purchases <\$50K)

BK DeCuir
Signature

2/14/2024
Date

[Signature]
Requesting Department Director - Print
(Required for purchases >\$50K)

[Signature]
Signature

2/16/24
Date

Purchasing and Contracts Division Determination:

Supervisor

☒ Approval

☐ Disapproval

Date: 2/23/24 JAR

Manager

☒ Approval

☐ Disapproval

Date: 2/26/24 SPB

Description Posted (7-10 business days):

From N/A to

BCC Date, if applicable: 3/12/2024 - X

Comments:

SS-604754-24/LAS

Purchase Order No.: _____ Amount of Purchase: \$ 86,256.84

Form Dated 11/2021

November 1, 2020

To whom it may concern,

Municipal Emergency Services, Incorporated (MES) recently acquired 3M/Scott Safety's RevolveAir, Smart Fill and Connect designs, patents and trademarks. MES is now the sole manufacturer and supplier of the Revolveair fill station, Smartfill cascade technology and adjacent products. MES will be marketing and selling these products under the RevolveAir Systems brand. MES is the sole provider of these products in North America.

Regards,

David Vangelov
Vice President and General Manager Product Service

Office: 203-304-4100

Mobile: 716-583-1768

dvangelov@mesfire.com

www.mesfire.com



Quote

Quote # QT1784376
Date 02/01/2024
Expires 02/16/2024
Sales Rep Mclester, Rickey
Shipping Method FedEx Ground
Customer SEMINOLE COUNTY FIRE DEPARTMENT (FL)
Customer # C47299

Bill To

SEMINOLE COUNTY FINANCE
PO BOX 8080
SANFORD FL 32772

Ship To

SEMINOLE COUNTY TRAINING CENTER
201 VALENTINE WAY
LONGWOOD FL 32750

| Item | Alt. Item # | Units | Description | QTY | Unit Price | Amount |
|--------------------|-------------|-------|--|-----|-------------|-------------|
| RSF-2321A001 | | | Revolveair, StationaryWAutoCascade, with Auxillary High Pressure, 4 bank auto cascade with separate storage, CGA Adapter | 1 | \$22,686.91 | \$22,686.91 |
| RSC-03040101 | | | 6000 psi 5 Stage Compressor 30 Horsepower, 460 Volt/ 3 Phase/ 60Hz, Basic, English | 1 | \$48,144.40 | \$48,144.40 |
| 8HP586C 6000 | | | UN 6000 cylinder with CGA 702-25SE Valve installed Color Mapp Yellow Revolve Air Systems Custom Collar Ring with Fittings kit | 4 | \$2,274.62 | \$9,098.46 |
| RSS-02A44100U | | | Wall 4-6, 4 Bank Auto Cascade, 4 Storage Cylinder HP Hoses, 10 Feet | 1 | \$1,779.81 | \$1,779.81 |
| FH-347-N-100 | | | FILL HOSE ASSEMBLY. 100' LONG, 1/4" NPT M INLET, each WITH SHUT-OFF VALVE, BLEEDER VALVE, GAUGE AND HAND TIGHT NUT AND NIPPLE. | 1 | \$947.26 | \$947.26 |
| Compressor Install | | | Site survey, install, operate, leak test, train & perform air sample with written report. | 1 | \$2,750.00 | \$2,750.00 |

Freight will be Determined by local hot shot company.

Subtotal \$85,406.84
Shipping Cost \$850.00
Tax Total \$0.00
Total \$86,256.84

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0214

Title:

Request Board approval to submit a Letter of Intent along with the East Central Florida Regional Planning Council (ECFRPC) as a Coalition member for participating in the Tampa MSA regional application to the Environmental Protection Agency Climate Pollution Reduction Grant that would direct up to \$12,000,000 in solar installation to the County's Landfill to reduce Greenhouse Gas (GHG); and authorize the County Manager to submit Letter of Intent for this grant application. **(Lorie Bailey Brown, Resource Management Director)** Requesting Department - Innovation and Strategic Initiatives

Division:

Resource Management - Grants Administration

Authorized By:

Lorie Bailey Brown, Resource Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The East Central Florida Regional Planning Council (ECFRPC) has submitted for its membership to be part of the Tampa MSA (Metropolitan Statistical Area) grant application to the Environmental Protection Agency Climate Pollution Reduction Grant (CPRG). Tampa's CPRG application will be a regional application including Sarasota MSA, Jacksonville MSA, and Kissimmee, Orlando, Sanford MSA. Tampa MSA application will request for solar panels on public buildings to reduce Greenhouse Gas (GHG) emissions.

Seminole County's request for this application is to provide a Landfill Floating Solar Program. The Landfill Floating Solar Program is a comprehensive initiative aimed at integrating renewable energy solutions into our landfill facility while fostering community engagement and sustainability. This overview outlines the strategic framework of the program, emphasizing its key components, anticipated outcomes, and commitment to environmental stewardship and community empowerment. Please

see agenda backup for more details of the project.

As a Coalition member, Seminole County intends to enter into a Memorandum of Agreement with other Coalition members for participating in the Tampa Solar Panel project and acknowledge the July 1, 2024 deadline for submission of the MOA to the EPA. There is no match requirement for the CPRG grant application. The County Manager will be authorized by the Board to provide the letter of Intent for the Tampa MSA grant application prior to the April 1, 2024 grant deadline.

Requested Action:

Staff recommends the Board approve the submission of a Letter of Intent along with the East Central Florida Regional Planning Council (ECFRPC) as a Coalition member for participating in the Tampa MSA regional application to the Environmental Protection Agency Climate Pollution Reduction Grant that would direct up to \$12,000,000 in solar installation to the County's Landfill to reduce Greenhouse Gas (GHG); and authorize the County Manager to submit Letter of Intent for this grant application.

Landfill Floating Solar Program Overview

Introduction: The Landfill Floating Solar Program is a comprehensive initiative aimed at integrating renewable energy solutions into our landfill facility while fostering community engagement and sustainability. This overview outlines the strategic framework of the program, emphasizing its key components, anticipated outcomes, and commitment to environmental stewardship and community empowerment.

Project Scope: At the heart of the Landfill Floating Solar Program is the implementation of a cutting-edge floating solar array on the landfill's pond. The floating solar array, leveraging innovative technology, will harness solar energy and contribute to our renewable energy goals. With a budget allocation of \$10 million and utilizing a price point of \$1.50/watt, the array is projected to generate approximately 9.75 GWh/year of renewable energy, substantially offsetting the facility's current power consumption of 461 Megawatt Hours annually. The community engagement component of the program is estimated at \$2 million over the course of the grant period, bringing the total estimated program cost to \$12 million.

Solar Array Description: The program features a state-of-the-art floating solar array strategically positioned atop the pond located at the Seminole County Florida Landfill. With the pond covering approximately 24 acres, the 6.5MW floating solar array is estimated to occupy roughly 16 acres of this area, maximizing solar exposure while minimizing impact on the surrounding environment.

The array will be meticulously designed and engineered to optimize energy production, utilizing advanced floating solar technology. Rows of solar panels will be securely mounted on floating platforms, ensuring stability and efficiency in varying water conditions. The array's innovative design allows for easy maintenance and adaptation to the pond's unique characteristics.



Integration with the grid will be seamlessly facilitated, with the solar array tying into the grid to the south of the pond. This strategic positioning ensures efficient energy distribution and minimizes connection costs while maximizing the overall effectiveness of the renewable energy system.

Environmental Impact: Through the utilization of solar energy, the program endeavors to achieve noteworthy reductions in greenhouse gas emissions, fostering cleaner air and a healthier environment for our community. This emphasis on clean,

sustainable energy production underscores our dedication to minimizing environmental impact and promoting a greener future for generations to come. For every MWh produced by solar, the Landfill Floating Solar Program is estimated to avoid the release of 0.3 lbs of Sulfur Dioxide, 0.4 lbs of Nitrogen Oxides, and 829 lbs of Carbon Dioxide, aligning with our commitment to environmental sustainability.

The Landfill Floating Solar Program's production of 9.75 GWh/year of renewable energy yields substantial environmental benefits, significantly reducing greenhouse gas emissions. Consequently, the total avoided emissions amount to approximately 2,925 pounds of Sulfur Dioxide, 3,900 pounds of Nitrogen Oxides, and a remarkable 8,081,250 pounds of Carbon Dioxide annually. This substantial reduction in emissions underscores the program's commitment to clean and sustainable energy production, contributing to cleaner air and a healthier environment for the community. This represents approximately 9M passenger car miles annually.

Community Engagement: The community engagement component of the program aims to extend its benefits to the wider community through a range of initiatives, including a rebate program for LIDAC public buildings, community centers, and homeless shelters. This initiative promotes energy efficiency and affordability, fostering social equity and community resilience.

Conclusion: The Landfill Floating Solar Program represents a visionary approach to sustainable energy generation and community empowerment. Through collaboration, innovation, and a commitment to environmental responsibility, this program sets a precedent for responsible waste management and renewable energy integration, creating a brighter, greener future for all stakeholders involved.

APPENDIX – Emissions Calculation Method:

Emissions calculations methodology assume the following average emission rates:

- Passenger car: 404 grams (0.89 pounds) of CO₂ per mile
- 8,081,250 pounds / 0.89 pounds per mile ≈ 9,085,393 miles



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2024-0100

Title:

Approve ratification from the Board for the submittal of the Saint Johns River Water Management District (SJRWMD) FY25 Cost Share grant requesting up to \$20,000,000 for the Wekiva Septic-to-Sewer Phase 1 project; and authorize the County Manager or designee to execute any documents associated with the grant application. Countywide **(Lorie Bailey Brown, Resource Management Director)** Requesting Departments - Utilities Department and Environmental Services Department

Division:

Resource Management - Grants Administration

Authorized By:

Lorie Bailey Brown, Resource Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The Wekiva Septic-to-Sewer Phase I Project is required for compliance with the FDEP Basin Management Action Plan and Priority Focus Area requirements to reduce nitrogen pollution in the Wekiva Basin/Wekiwa Spring. The main contributor to Nitrogen pollution in the Wekiva Basin has been determined to be Onsite Sewage Treatment and Disposal "Septic" Systems. Phase 1 of this project will convert over 800 septic tank properties in the Wekiva Basin located in southwest Seminole County from septic systems to sanitary sewer collection. The funds requested are for the design, permitting, and construction of new sanitary sewer infrastructure for Phase 1 of this multi-year project.

This SJRWMD grant requires a 100% match for the project. To meet these match requirements, the County will use an existing FDEP grant of \$11.25M and an existing Water & Sewer fund project budget of \$9M. Phase 1 of the Wekiva Septic-to-Sewer project was estimated at \$20+ million and the cost estimates have increased to the current estimate of \$40 million. SJRWMD FY25 Cost Share grants are due on 2/16/2024 and ratification of this agenda item will ensure consideration of Seminole

County grant application.

Requested Action:

Staff requests the Board ratify the submittal of the Saint Johns River Water Management District (SJRWMD) FY25 Cost Share grant requesting up to \$20,000,000 for the Wekiva Septic-to-Sewer Phase 1 project; and authorize the County Manager or designee to execute any documents associated with the grant application.



St. Johns River Water Management District

Menu

Permitting

Newsroom

About Us

Core missions

Careers

District cost-share program

▶ [District cost-share funding](#)

FY 2025 cost-share program

The mission of the St. Johns River Water Management District (District) is “to protect our natural resources and support Florida’s growth by ensuring the sustainable use of Florida’s water for the benefit of the people of the District and the state.” The District works closely with the Florida Department of Environmental Protection (DEP), our local governments, private sector, and agricultural business partners to execute projects that benefit the water resources upon which the residents of the District depend. The cost-share program has allowed the District to forge strong relationships with its partners and harness our collective knowledge, expertise and resources to address shared water resource concerns in our communities. The goal of the program is to assist our partners with funding of projects that provide water supply benefits and those that benefit springs flows and water quality.

FY 2025 cost-share program

The St. Johns River Water Management District will be accepting applications that will be forwarded to the Florida Department of Environmental Protection (DEP) for funding consideration for alternative water supply, water conservation, and projects that benefit springs within the District’s 18-county service area. Applications will be accepted from Jan. 5, 2024, through 5 p.m. on Feb. 16, 2024. The District will provide the list of reviewed, ranked, and Governing Board-approved applicants to DEP for its consideration by May 31, 2024.

Applications for the FY 2025 cost-share program should be submitted via the District’s online application system. Please click the “Online Application System” link to the right to prepare and submit your application.

FY 2025 application schedule

| Action date | Event |
|------------------------|---|
| Jan. 5, 2024 | FY 2025 application period opens. |
| Feb. 16, 2024 | Application portal closed – all applications due by 5 p.m. |
| Feb. 16–March 15, 2024 | Internal application review process. |
| May 14, 2024 | Governing Board consideration for approval of ranked lists for DEP funding consideration under the Springs Restoration and Alternate Water Supply programs. |
| May 17, 2024 | Ranked list submitted to DEP for consideration and evaluation. |

Project types

Alternative water supply

Eligible projects for consideration are construction-ready and provide an alternative water supply (AWS) benefit within the District. The funding priority is for regional projects in the areas of greatest need and those that provide the greatest benefit to the protection of Florida's natural systems. The District and DEP will consider the following factors in the selection of AWS projects:

- Projects that provide regional benefits.
- Projects that benefit water bodies with adopted minimum flows and levels (MFLs), particularly those that are in recovery or prevention.
- Projects that provide dual benefits to water supply and water quality.
- Projects with complementary efforts, such as AWS projects that also provide flood protection, or recreational benefits.
- Cost-effectiveness.
- The return on investment, i.e., the amount of funding the state grant will leverage by local cooperators, while recognizing the funding limitations of REDI or other economically disadvantaged communities.

Water conservation

Water conservation is the prevention and/or the reduction of water use to improve efficiency of use and to avoid using water when not needed for the intended purpose. Examples of eligible projects include:

- Residential water conservation projects, such as the replacement of older, less-efficient plumbing fixtures and devices with newer higher-efficiency models, or improved landscape irrigation system efficiency.
- Recreational / aesthetic water use projects that focus on improving the efficiency of irrigation systems or replacing systems.
- Commercial / Industrial / Institutional projects vary from manufacturing and cooling processes to typical indoor and outdoor conservation (plumbing and irrigation).

Springs enhancement, restoration, and/or protection

Qualifying projects include water quality improvement, water supply, water conservation, and natural systems projects that provide a measurable benefit to springs within the District.

The District and the DEP will consider the following factors in the selection of springs projects:

- Nutrient reductions to improve water quality
- Measurable quantity (flow) improvements
- Applicant's match commitment
- Readiness to proceed in a timely manner
- Proximity to a priority focus area (PFA) or spring(s)
- Cost-effectiveness
- Whether the project is part of a restoration, prevention, or recovery plan (i.e., BMAP, RAP, or MFL Recovery or Prevention Strategy)
- Whether the project is part of a multi-year program or (phased) project implementation plan

Eligible projects can include:

- Water quality projects, including:
 - Those that treat stormwater runoff where no treatment currently exists
 - In-lake or in-stream water quality improvements through implementation of best management practices
 - Improvement of the treatment efficiency of an existing wastewater facility/system
 - Septic-to-sewer
- Natural systems projects
- Projects benefitting MFL water bodies

Funding guidance document

Cost-effectiveness calculator

Application checklist

Contract template

Overview presentation

Contacts

Lou Donnangelo

Phone: 904-448-7930

Email: ldonnangelo@sjrwmd.com

For additional information concerning projects that benefit Outstanding Florida Springs restoration, please contact Mark Brandenburg.

Mark Brandenburg

Phone: 407-659-4806

Email: mbrandenburg@sjrwmd.com

For additional information concerning projects that benefit alternative water supply, please contact Nitesh Tripathi.

Nitesh Tripathi

Phone: 386-312-2359

Email: ntripathi@sjrwmd.com

Contact us

Civil rights
statement

SJRWMD's
regulatory plan

Tell us how
we're doing

Employee
portal

Accessibility
statement



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 □ 1468

File Number: 2024-0238

Title:

Septic to Sewer (Kim Ornberg, Environmental Services Director and Robert Reiss, Vice President CHA Consulting)

Septic to Sewer Update

Board of County Commissioners Meeting

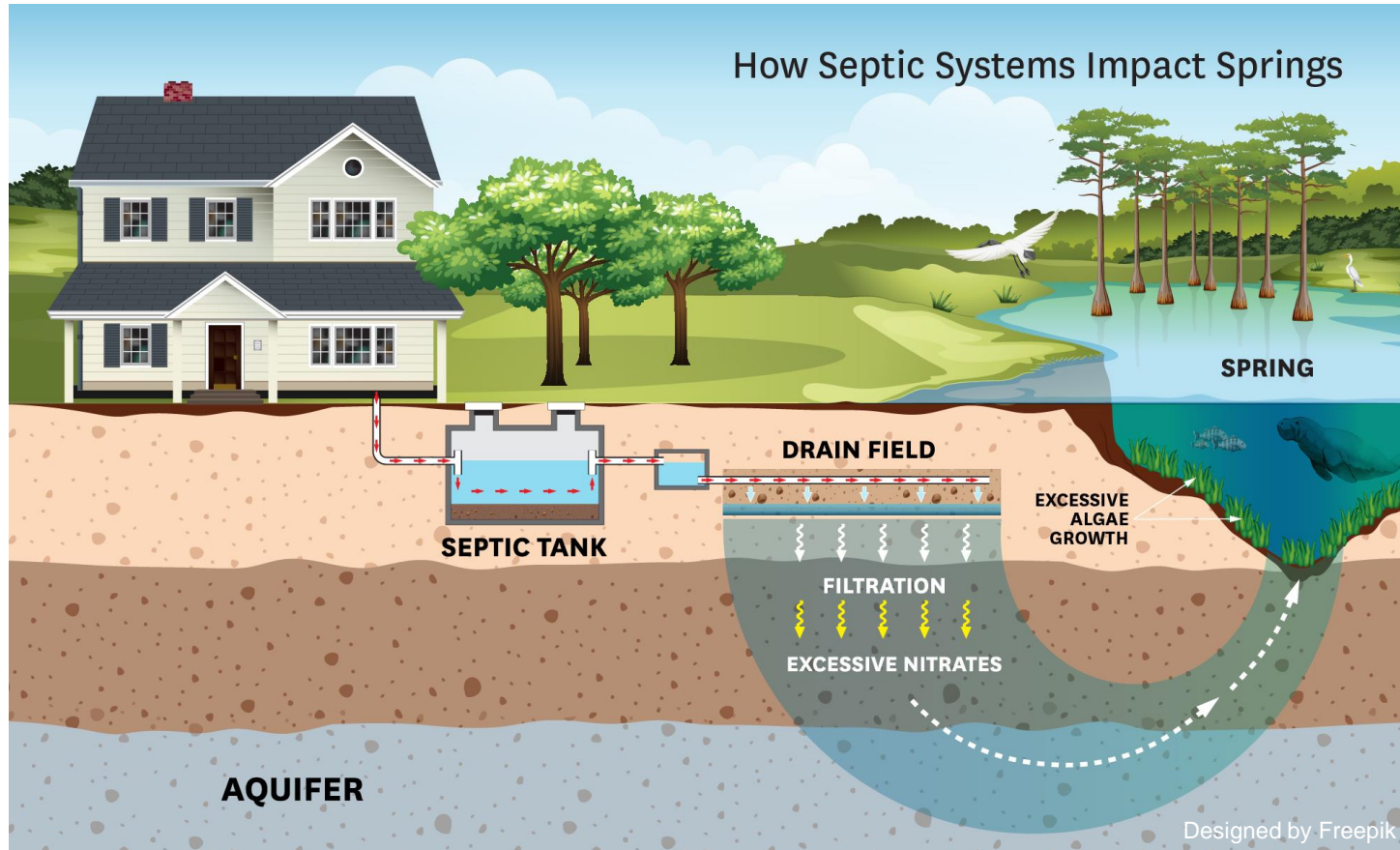
March 12, 2024

SEPTIC TO SEWER PROGRAM

Presentation to the
Board of County
Commissioners



Seminole County Septic to Sewer Program

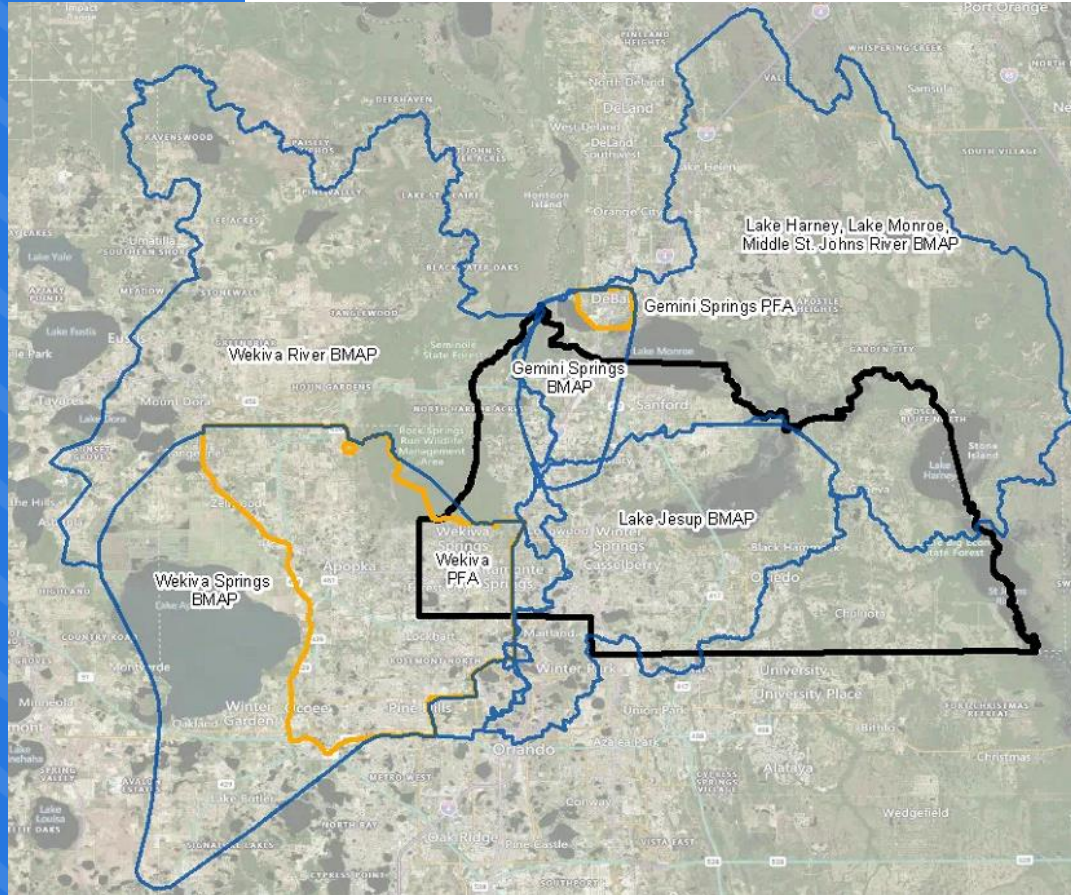


CONVENTIONAL SEPTIC TANKS

A septic tank is a buried container that holds the wastewater long enough to allow solids to settle to the bottom while the liquid is drained into the environment.

Septic tank drainage contains high levels of nitrogen and phosphorus which contribute to eutrophication of water bodies

State Mandated Watershed Protection



BASIN MANAGEMENT ACTION PLANS (BMAP)

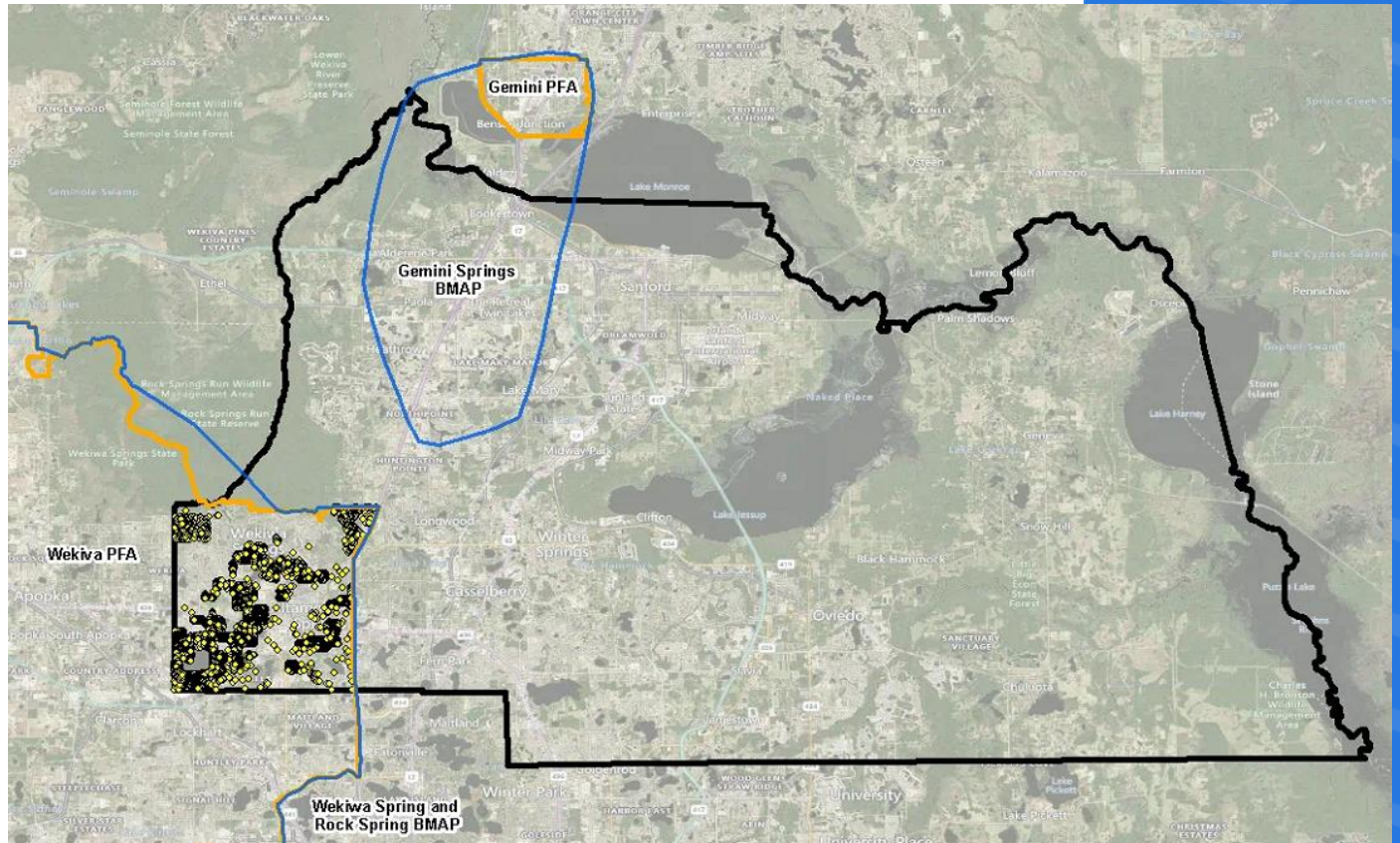
- Goal: To restore an impaired waterbody by reducing pollutants.
- Septic tanks are major contributors to nutrient pollution.

PRIORITY FOCUS AREA (PFA)

- 30 Outstanding Florida Springs (OFS) identified that require additional protection.
- PFA – area within an OFS springshed that has the most direct impact on the spring

2016 Florida Springs and Aquifer Protection Act

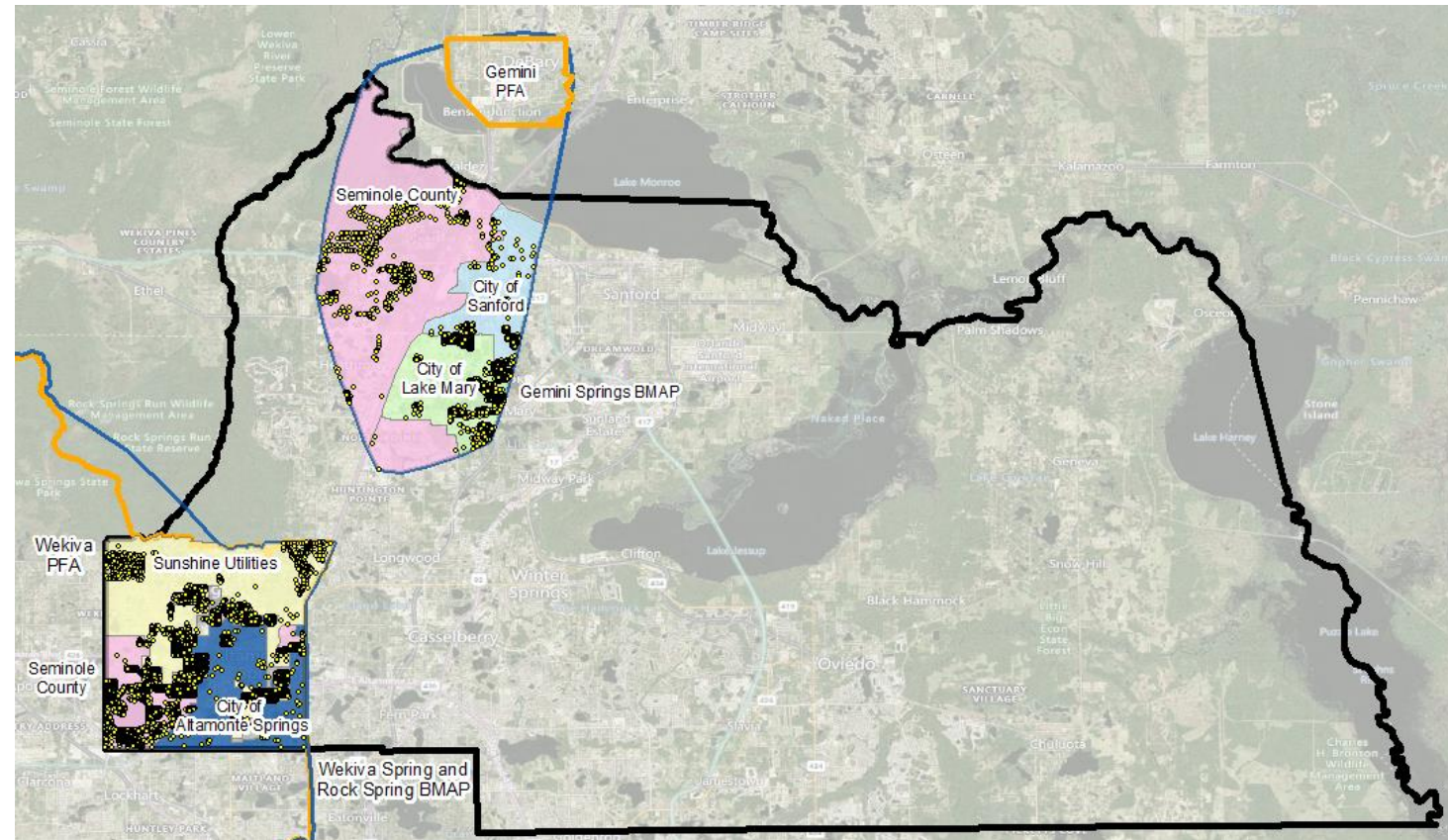
- Required PFA septic tank remediation plan for OFS where septic tanks contribute > 20% of nitrogen to spring
- Wekiwa PFA/BMAP has estimated 29% nitrogen contribution from septic tanks
- 20 years to develop and complete remediation



2023 House Bill 1379

HOUSE BILL 1379 – (JUNE 2023)

- Expands septic tank remediation to entire BMAP for OFS
- Gemini Springs BMAP included parts of Seminole County
 - Remediation plan must be developed
- Recently developed EAR Land Development Code amendments address other new septic tank requirements



Remediation Options

1. SEPTIC TO CENTRAL SEWER

| WHAT | Wastewater piped to a centralized treatment plant for advanced treatment |
|------|--|
| PRO | <ul style="list-style-type: none">• Eliminates direct discharge to groundwater & Wekiwa Springs• No homeowner maintenance• Treated wastewater can be used for irrigation |
| CON | <ul style="list-style-type: none">• Monthly sewer bill• Temporary residential and roadside related construction |

2. ADVANCED ON-SITE SEPTIC TREATMENT UNITS

| WHAT | On-site Advanced Treatment System |
|------|---|
| PRO | <ul style="list-style-type: none">• Temporary residential construction - not roadside• No monthly sewer bill |
| CON | <ul style="list-style-type: none">• Reduced pollution to groundwater (~65% reduction vs 100% reduction)• Homeowner responsible for maintenance• May require electricity |

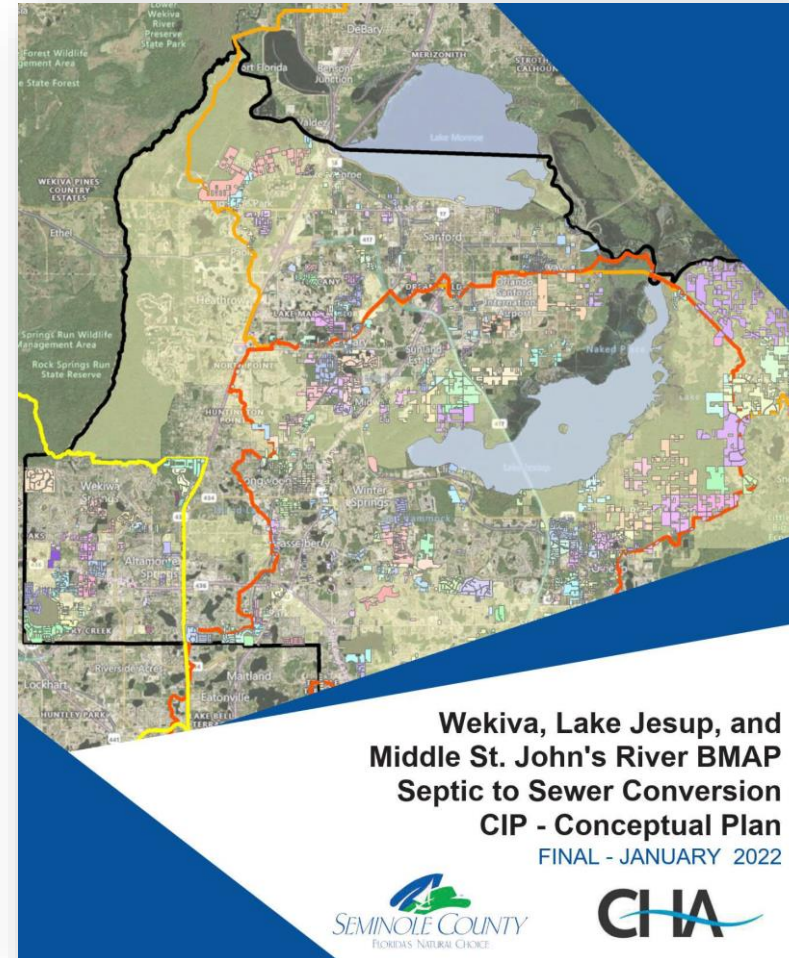
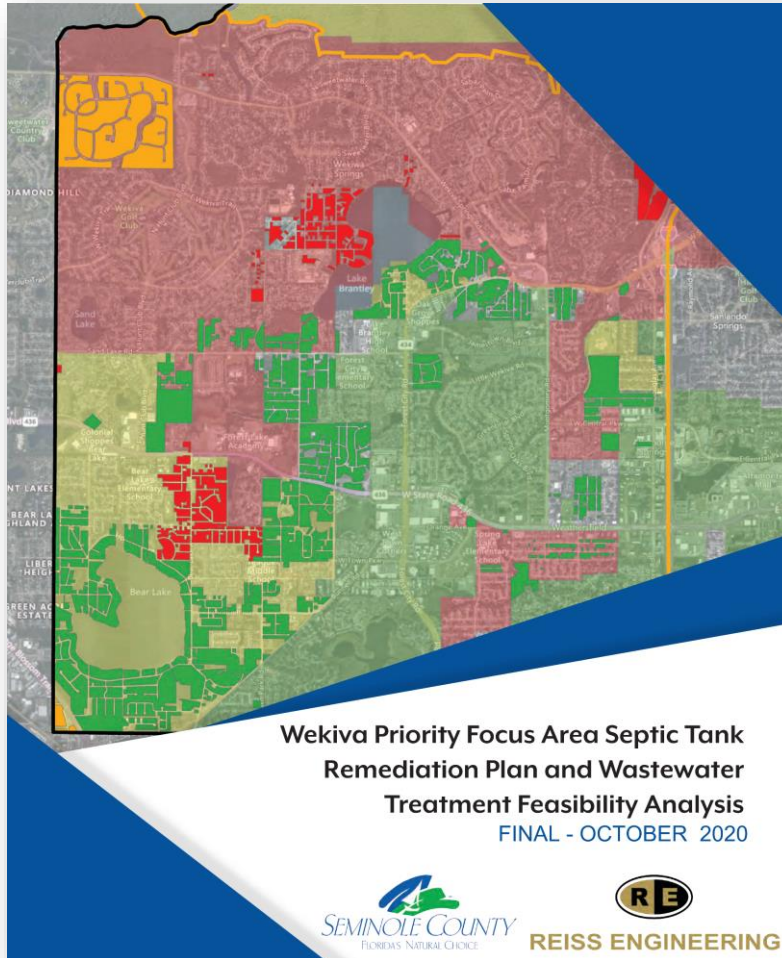
General Recommended Remediation Option

SEPTIC TO CENTRAL SEWER

1. Areas where septic tanks are in close proximity to central sewer and treatment facilities
2. Costs are shared between homeowner, Seminole County and grant agencies (versus fully borne by homeowner for Advanced)
3. Seminole County gains a utility customer
4. Maximizes environmental benefit

Septic to Central Sewer is recommended where economically viable

Completed Studies

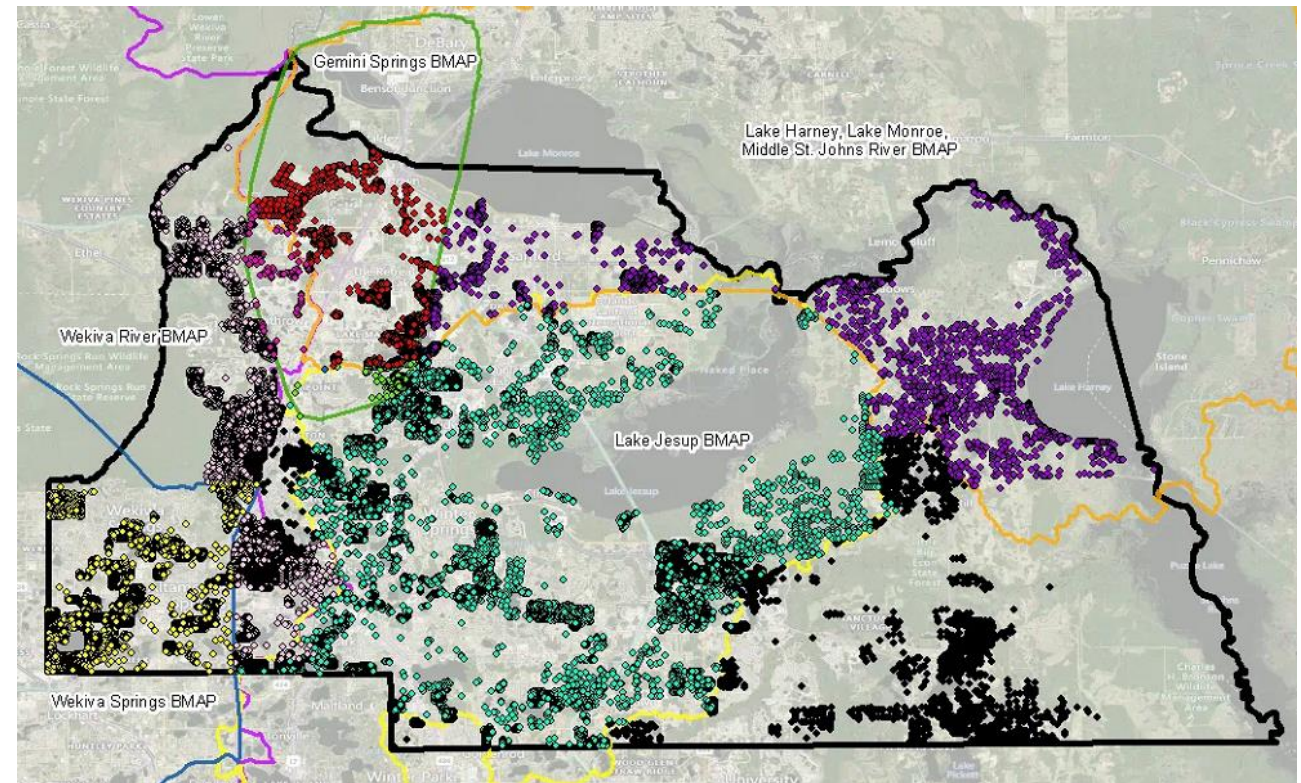


Total Estimated Number of Septic Tanks in Seminole County

| Seminole County – Countywide | Estimated Septic Tank Count ^{1,2} |
|--|--|
| Remediation Required (3,862 Wekiva; 2,440 Gemini) | 6,302 |
| Other BMAPs | 16,762 |
| No BMAP | 2,880 |
| Total | 25,944 |

¹Previous report verification for Wekiva Springs BMAP, Lake Jesup BMAP, and Middle St. Johns River BMAP.

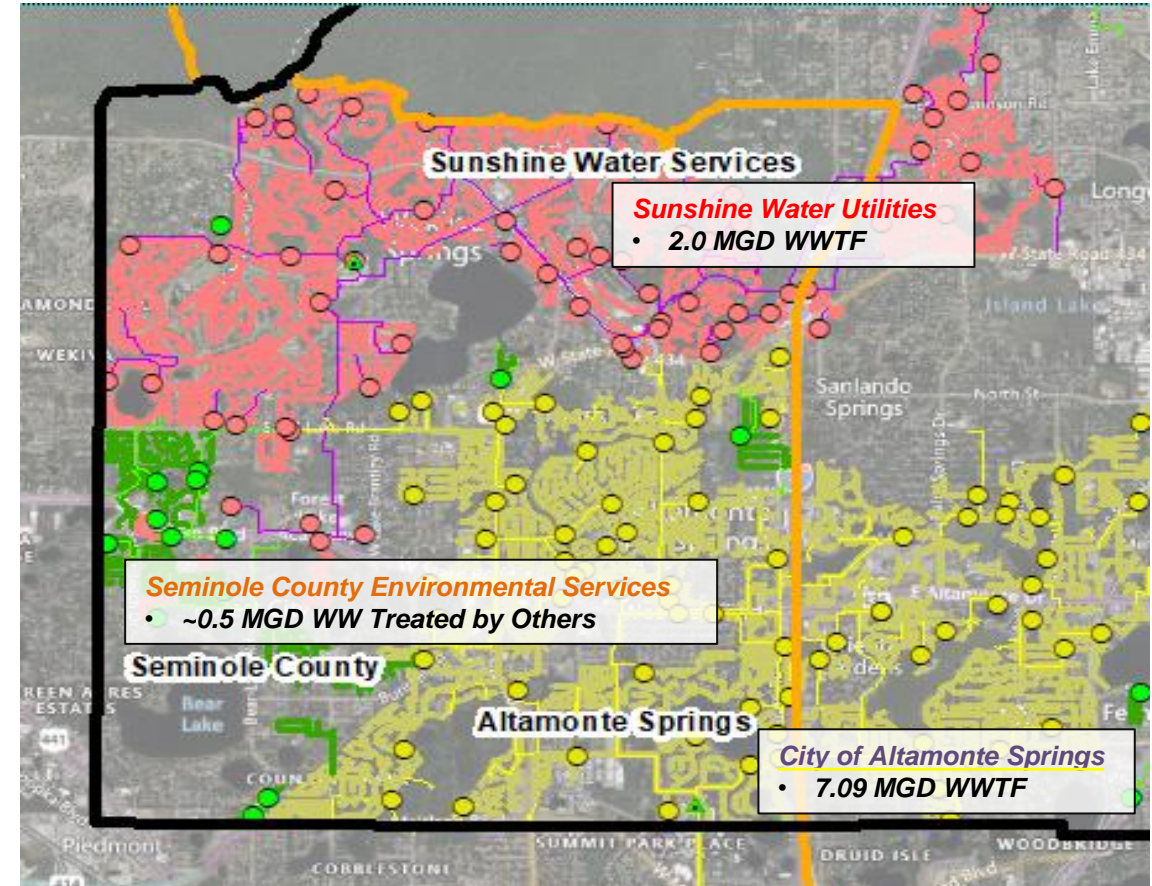
²FDOH 2022 FLWMI data used for Wekiva River BMAP and Gemini Springs BMAP.



Wekiwa BMAP and PFA

- **Florida Springs and Aquifer Protection Act** requires County to remediate septic tanks independent of service area jurisdiction
- Remediations in Wekiwa PFA are required - 14 years remaining

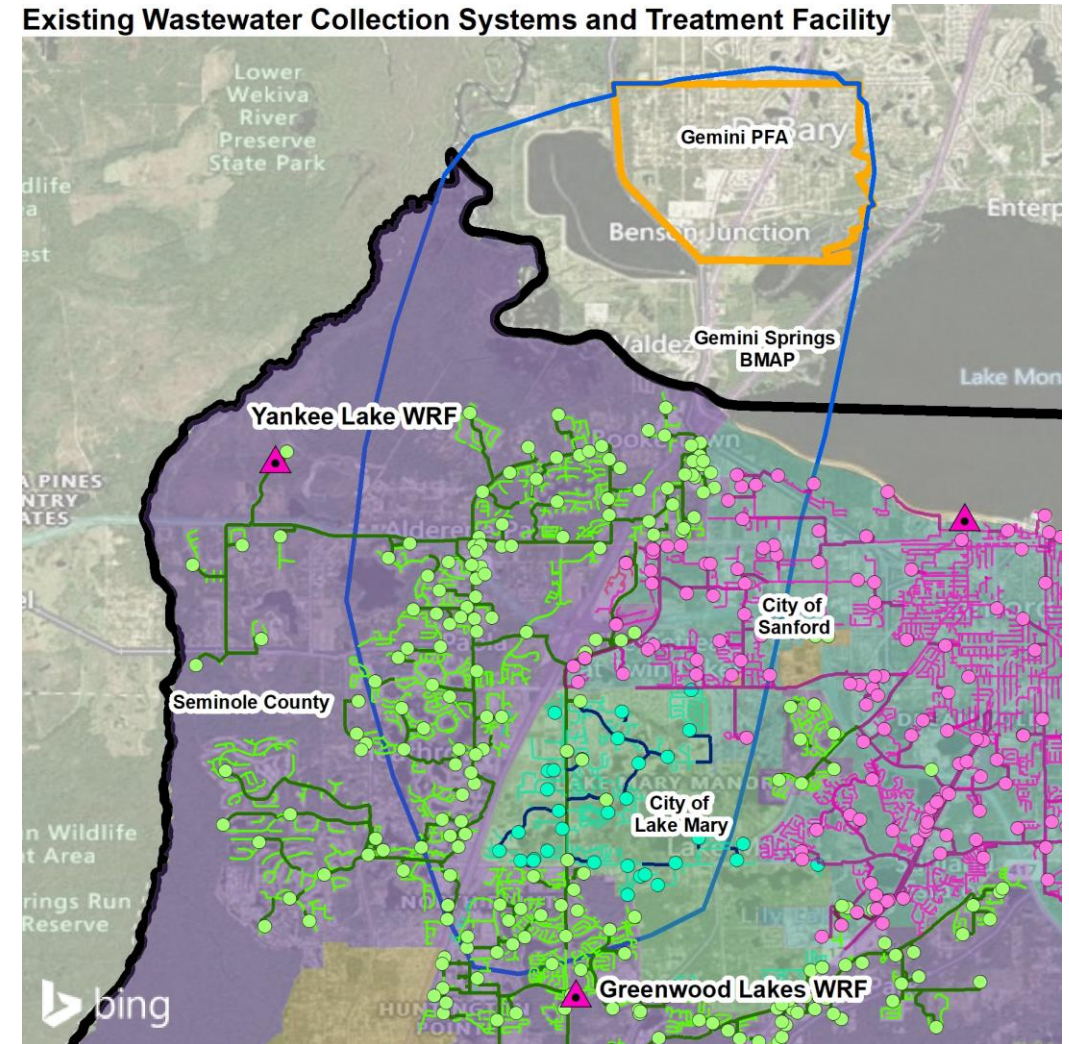
| Wastewater Service Area | Estimated No. Of Septic Tanks |
|---|-------------------------------|
| Seminole County | 2,932 |
| Sunshine Utilities | 768 |
| City of Altamonte Springs Service Area (Outside City Boundary) | 150 |
| Total | 3,850 |



Gemini BMAP and PFA

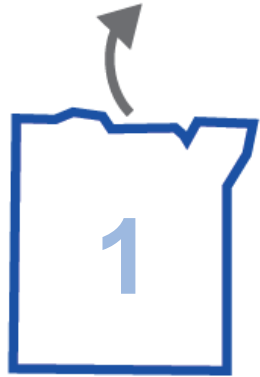
- **Florida Springs and Aquifer Protection Act** requires County to remediate septic tanks independent of service area jurisdiction
- Remediations in Gemini BMAP are required

| Wastewater Service Area | Estimated No. Of Septic Tanks |
|---|-------------------------------|
| Seminole County | 1,109 |
| City of Sanford Service Area (Outside City Boundary) | 118 |
| City of Lake Mary Service Area (Outside City Boundary) | - |
| Florida Government Utility Authority | 32 |
| Total | 1,259 |



Wekiva PFA Sewage Conveyance and Treatment Options

SEPTIC TO SEWER CONVERSION



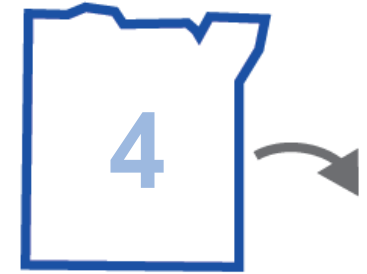
Convey Wastewater to
County facilities to
north



Build new satellite
Wastewater plant in or
nearby Wekiwa Area



Convey Wastewater
to Altamonte Springs
and/or Sunshine
Utilities



Convey Wastewater
to SSNOCWTA



Connection Obligations

Florida Statutes (F.S.)

- **Section 125.01(1)(k)1 F.S.**, provides the authority for counties to “provide and regulate waste and sewage collection and disposal
- **Section 381.00655(1)(a) F.S.**, provides every OSTDS, except approved on-site graywater systems, must connect to an available publicly owned or investor-owned sewer system within 365 days after written notification that the system is available

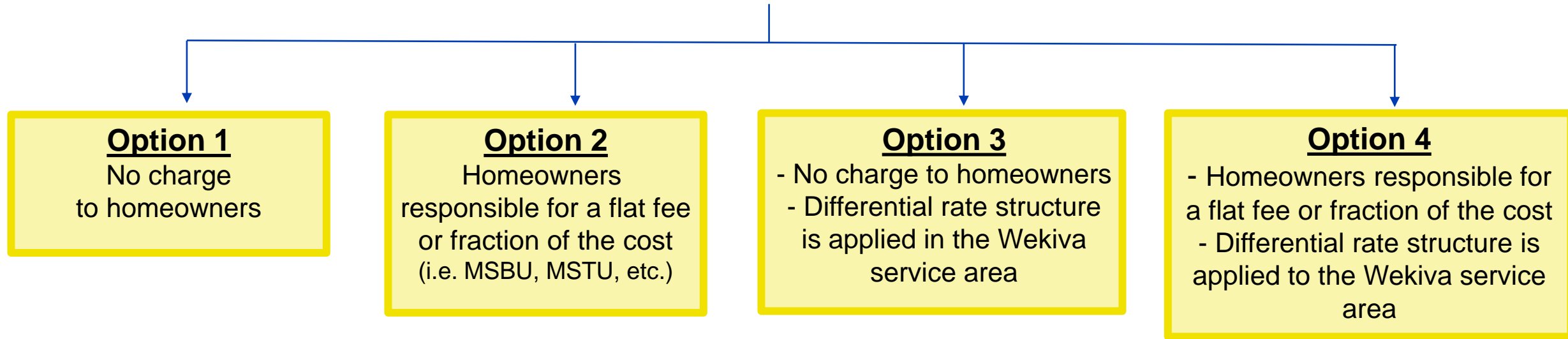
Seminole County Code of Ordinances – Chapter 270. Water and Wastewater

Section 270.1. - Connection of buildings

- Mandatory connection to the wastewater main abutting the parcel within 120 days after main is available
- No other wastewater disposal method is permissible after connection
- A wastewater main shall be deemed to abut a lot or parcel if the lot or parcel is less than 150 feet from the utility line along or across a public right-of-way, a public street, or utility easement
- Minor revisions to code of ordinances is recommended

Options for Homeowner Capital Charges

Seminole County



A recommended option is pending the completion of the financial analysis

SEPTIC TO SEWER PUBLIC ENGAGEMENT

Stakeholder Outreach and Education

General Program Funding Sources

GRANTS

- Florida Department of Environmental Protection
- St. Johns River Water Management District
- Potential Future Federal Opportunities

COUNTY-FUNDED

- Utility Service Fees
- New Customer Connection Fees
- Loans – Government or Private Sector
- General Funds

STATE LEGISLATIVE APPROPRIATIONS

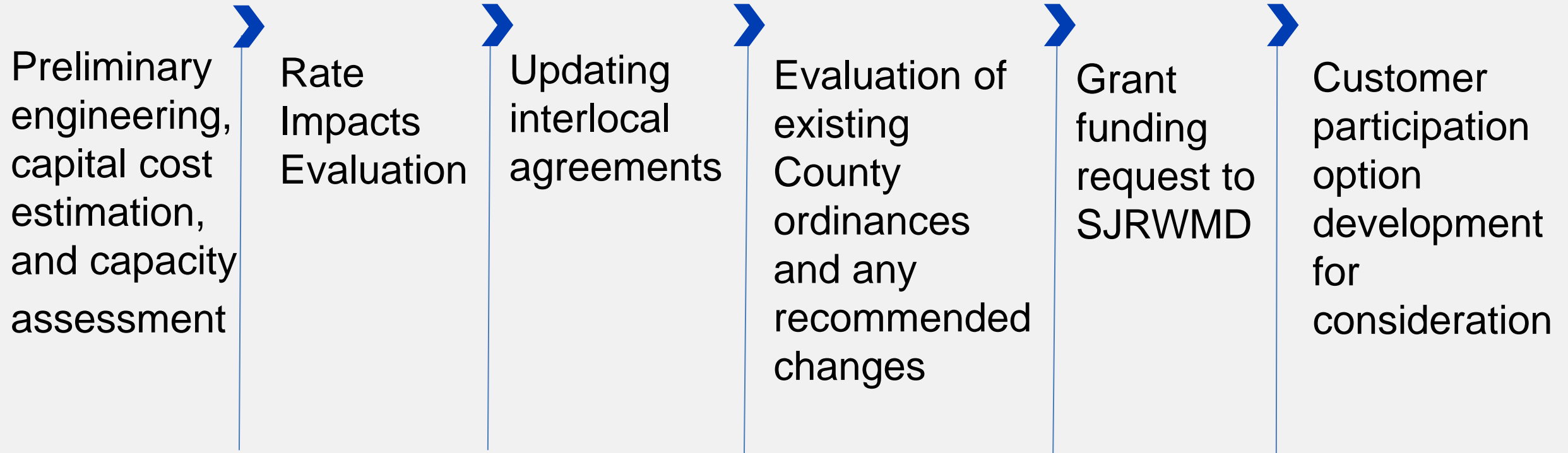
- Seminole County Delegation
- Legislative Committee
- House Speaker/Senate President Appropriation

FEDERAL FUNDING

- 319(h) Grant
- STAG/Appropriations

CUSTOMER PARTICIPATION

On-Going Activities



Next Steps

1. Complete remaining planning-stage activities
2. Assess additional cost share opportunities
3. Finalize funding model recommendation
4. Schedule follow up work session to present findings

**Thank you
and Questions**





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 □ 1468

File Number: 2024-0304

Title:

Board Appointments

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING THE APPOINTMENTS AND REAPPOINTMENTS OF MEMBERS TO
SEMINOLE COUNTY ADVISORY BOARDS AND COMMITTEES**

| Name | Board | Term |
|----------------|---------------------------------------|-------------------|
| Matt Borchelt | Committee on Aging- Homeless Services | 1/1/23 - 12/31/25 |
| Shawnyell Amie | Committee on Aging- Housing Industry | 1/1/23 - 12/31/25 |