SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, January 13, 2026 **9:30 AM** **BCC Chambers**

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Andria Herr

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Ron Williams, Palmetto Ave Baptist Church

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation proclaiming Sergeant Jerry Jordan, United States Marine Corps as Seminole County's January Veteran of the Month. **(Sergeant Jerry Jordan, United States Marine Corps)** **2025-1129**

2. Recognition of Eric Moore for Winning the Florida Association of Counties January Calendar Photo Contest **2026-0032**

3. Resolution honoring the Lake Mary High School football team for winning the 2025 7A Florida State championship **2026-0035**

4. Resolution honoring the Oviedo High School girls volleyball team for winning the 2025 6A Florida State championship **2026-0034**

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.

Public Comment

Constitutional Officers – Consent Agenda (Item No. 5.)

5. Expenditure Approval Lists dated November 26 and December 3, 10, and 17, 2025; Payroll Approval Lists dated December 4 and 18, 2025; and BCC Official Minutes dated November 18, 2025. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** **2026-0029**

County Manager's Consent Agenda (Items No. 6 - 18)

County Manager's Office

6. Approve and authorize the Chairman to execute the negotiated Collective Bargaining Agreement between Seminole County and the Bargaining Unit Local 3254 for Battalion Chiefs/B Unit. Countywide **(Tricia Johnson, Deputy County Manager)** **2026-0004**

7. Approve and authorize the Chairman to execute a Proclamation proclaiming January 18 - January 24, 2026 as National CRNA Week in Seminole County, Florida **(Michael Tran, MSN, CRNA, APRN)** **2026-0033**

8. Approve and authorize the Chairman to execute a Settlement Agreement and Mutual Release between Seminole County, CIC Construction Group USA, LLC, and Schenkel & Shultz, Inc. for the Fire Station #39 project. **(Kristian Swenson - County Manager's Office**) **2026-0040**

County Attorney's Office

9. Approve and authorize the Chairman to execute a Resolution of the Board of County Commissioners of Seminole County, Florida, approving, solely for the limited purposes of Section 147(f) of the Internal Revenue Code, the expenditure of the proceeds of the Osceola County Housing Finance Authority ("OCHFA") not to exceed $27,500,000 of its Revenue Bond Series (San Jose Apartment Project) for the purpose of providing funds to finance a multifamily residential rental project (121 residential units) located in Seminole County at 2353 Winter Woods Blvd., Winter Park, Florida 32792, as further described in the Resolution; and providing an effective date. **(Kate Latorre, County Attorney)** **2026-0013**

Administrative Services

10. Award IFB-5122-25/MSM Fire Department Janitorial Supplies to Cypress Supply, Inc. Longwood, FL at an estimated annual amount of $105,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department - Fire **2026-0001**

11. Approve ranking and authorize staff to negotiate the Management Fee and Pre-Construction Services Fee in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute one (1) Agreement, and Work Order No. 1 for Pre-Construction Services under PS-6780-25/LNF - Construction Manager at Risk (CMAR) for Seminole County Medical Examiner's Office. Countywide (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department/Division - Fleet and Facilities **2026-0016**

12. Approve Amendment #1 to RFP-604939-25/LAS- Term Contract for Boombah Sports Complex Artificial Turf Field Replacement to Astro Turf Corporation, Dalton, GA. and authorize the Purchasing and Contracts Division to execute the amendment and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-015 in the Tourism Parks 1, 2, 3 Cent Fund and the Tourism Sports 4&6 Cent Fund to transfer $7,585,253 from reserves. **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Parks and Recreation **2026-0021**

13. Waive the procurement process and authorize Sole Source Procurement SS-5118-25/GCM - E-Warrants to Cloud Gavel, LLC, Baton Rouge, LA; authorize the Purchasing and Contracts Division to issue Purchase Orders; and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-010 in the amount of $80,000.00 to appropriate an interfund transfer from General Fund Reserves to the Court Support Technology Fee Fund. **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Information Technology **2025-985**

14. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-906 for a drainage easement necessary for the Midway Drainage Improvement Project (75 ± SF) between Ferina Edwards and Seminole County for $1,530.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Public Works **2025-1156**

Management and Budget

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-016 in the 2001 and 2014 Infrastructure Sales Tax Funds to transfer funding in the amount of $2,218,510 of existing budget for the Deleon Street Drainage Improvement Project. District2 - Zembower (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works **2026-0022**

16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-013 in the Major Projects Fund to appropriate funding in the amount of $190,000, from reserves, to replace the Uninterruptible Power Supply (UPS) at the Seminole County Clerk of Court Records Center, and for additional funding required to replace the Distributed Antenna System (DAS) in the Jail and Criminal Justice Center. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Emergency Management **2026-0023**

Office of Economic Development and Tourism

17. Approve and authorize the Chairman to execute a Resolution recognizing the importance of Team Orlando and the PEO STRI for the Modeling, Simulation & Training (MS&T) industry in Seminole County. Countywide **(Gui Cunha, Economic Development & Tourism Director)** **2025-1069**

Parks and Recreation

18. Approve and authorize the Chairman to execute the Second Amendment to the Facilities Use Agreement between Seminole County and Flock Fitness, LLC to provide additional recreational fitness programs to Seminole County residents. Countywide **(Rick Durr, Parks and Recreation Director)** **2026-0030**

V. REGULAR AGENDA

19. SCOUT Update **(Kristian Swenson, Assistant County Manager)** **2026-0051**

20. Website Redesign Project Update **(Chris Patton, Communications Director)** **2026-0052**

VI. WORKSESSION

21. Work Session - Basin Study - Lake Monroe and Big/Little Econlockhatchee **(Joe LoFaso, Chief Design Engineer)** **2025-947**

Public Comment

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

VII. PUBLIC HEARING AGENDA

Accept Proofs of Publication

Ex Parte Disclosure

Public Hearings - Quasi - Judicial

22. **Marsden Building PD Rezone-** Consider a Rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on the southeast corner of Division Street and Wells Avenue; (Z2025-07); (Daniel Marsden, Applicant). District4 - Lockhart **(Kaitlyn Apgar, Senior Planner)** **2025-1141**

Applicant Comment

Public Comment

23. **Vantage Bank Special Exception -** Consider a Special Exception to allow the use of a bank in the OP (Office) zoning district on approximately 1.52 acres, located on the corner of SR 434, and East of Lake Brantley Dr; BS# 2025-12 (Vanessa Johnson - Vantage Properties, LLC, Applicant) District3 - Constantine (**Annie Sillaway, Principal Planner**) **2025-1142**

Applicant Comment

Public Comment

Public Hearings - Legislative

24. **FY 2025/26 Grant and Project Carryforward Budget Amendment Resolution -** Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-008 in the amount of $516,686,432 to carryforward available balances for existing projects, grants, associated revenues, and assigned FY2025/26 Beginning Fund Balances. Countywide **(Timothy Jecks, Management and Budget Director)** **2026-0005**

Public Comment

IIX. COUNTY ATTORNEY'S REPORT

IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

X. BOARD APPOINTMENTS

25. Approval of At-Large Board Appointment **2026-0050**

26. Approval of Regional Board Appointment **2026-0039**

27. Approval of the District 3 Board Appointments **2026-0057**

28. Approval of District 4 Board Appointment **2026-0037**

29. Approval of District 5 Board Appointment **2026-0038**

XI. DISTRICT COMMISSIONER REPORTS

District 2 - Commissioner Zembower

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

District 1 - Commissioner Dallari

District 5 - Chairman Herr

XII. CHAIRMAN'S REPORT

XIII. PUBLIC COMMENT (Items not Related to the Agenda)

XIV. 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'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1129

Title:

Proclamation proclaiming Sergeant Jerry Jordan, United States Marine Corps as Seminole County's January Veteran of the Month. **(Sergeant Jerry Jordan, United States Marine Corps)**

PROCLAMATION
OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING UNITED STATES MARINE CORPS SERGEANT JERRY JORDAN FOR HIS OUTSTANDING SERVICE TO THE UNITED STATES AND SEMINOLE COUNTY

WHEREAS, the brave men and women of our Army, Navy, Marines, Air Force, Coast Guard, and Space Force demonstrate a resolute spirit and unmatched selflessness, reminding us there are few things more American than giving of ourselves to make a difference in the lives of others; and

WHEREAS, throughout our country's history, generations of service members have answered the call to leave their families, their jobs, and put their futures and even their lives on the line to valiantly defend our nation; and

WHEREAS, for many service members, the sacrifice has ended in permanent injury or death, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty; and

WHEREAS, there are more than 30,000 living veterans in Seminole County who served our Nation in times of peace and war. Through their service, they kept America strong; and

WHEREAS, Sergeant Jerry Jordan enlisted in the United States Marine Corps on active-duty March 10, 1969, and was an Honor Graduate in boot camp at the Marine Corps Recruiting Station in San Diego, California. Upon completion of Vietnamese Language School and Recon Training he performed combat missions for one year in Vietnam. Following re-deployment, Sergeant Jerry Jordan was a Provost Sergeant for the Military Police. Throughout his military career, Sergeant Jerry Jordan received numerous medals including the Vietnamese Service Medal, Vietnamese Campaign Medal, and the Combat Action Ribbon; and

WHEREAS, upon release from military service in 1972**,** Sergeant Jerry Jordan utilized his VA Education benefits and entered the work force beginning as a train car builder, then with UPS and lastly, with the United States Postal Service. Sergeant Jerry Jordan moved with his spouse, Chris, to Central Florida in 2018 and presently lives in Geneva, Florida; and

WHEREAS, Sergeant Jerry Jordan is the Assistant Veterans Services Officer for the American Legion Post 243 and a member of the Marine Corps League where he has been active with the Marine Corps League Toys for Tots which assists hundreds of military and Veteran families each holiday season. Sergeant Jerry Jordan also served on the Committee for the Geneva July 4, 2025, celebration; and

WHEREAS, Sergeant Jerry Jordan, has brought great credit and distinction upon himself, the United States of America, the United States Marine Corps, and Seminole County.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida, express our gratitude, admiration, and respect for Sergeant Jerry Jordan, for his outstanding service to the United States Marine Corps and residents of Seminole County.

BE IT FURTHER PROCLAIMED that this Proclamation is presented to Sergeant Jerry Jordan, along with our sincere congratulations and recognition as Seminole County's

"Veteran of the Month"

ADOPTED this 13th day of January 2026.

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Andria Herr, 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: 2026-0032

Title:

Recognition of Eric Moore for Winning the Florida Association of Counties January Calendar Photo Contest

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0035

Title:

Resolution honoring the Lake Mary High School football team for winning the 2025 7A Florida State championship

RESOLUTION
OF THE
SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
RECOGNIZING THE 2025 LAKE MARY HIGH SCHOOL
FOOTBALL TEAM AS STATE CHAMPIONS

WHEREAS, Seminole County proudly recognizes the outstanding achievements of its student-athletes and the positive representation they bring to the community through excellence in competition; and

WHEREAS, the Lake Mary High School Rams Football Team achieved a historic milestone by winning the Florida High School Athletic Association (FHSAA) Class 7A State Championship in 2025, marking the first state football championship in the school's history; and

WHEREAS, the Rams secured their championship in a thrilling contest against previously undefeated Vero Beach High School, winning by a final score of 28–27 in a dramatic game decided by a last-second Hail Mary touchdown; and

WHEREAS, quarterback Noah Grubbs, wide receiver Barrett Schulz, running back Tavarius "T.J." Brundidge Jr., and the entire Rams roster demonstrated exceptional athletic skill, teamwork, leadership, and perseverance throughout the season; and

WHEREAS, the Lake Mary High School Football Team overcame adversity and demonstrated resilience, determination, and composure under pressure, exemplifying the highest ideals of sportsmanship and competitive spirit; and

WHEREAS, the team's success reflects the leadership of Head Coach Scott Perry, a proud Lake Mary High School alumnus, whose commitment to excellence, character development, and community pride has played a pivotal role in the program's historic achievement; and

WHEREAS, this achievement has brought significant recognition to Seminole County and serves as an inspiration to the community both on and off the field.

NOW, THEREFORE, BE IT RESOLVED, that we, the Seminole County Board of County Commissioners, do hereby congratulate the Lake Mary High School Football Team for winning the 2025 FHSAA Class 7A State Championship and extend our sincere congratulations to the players, coaches, families, and supporters for their historic accomplishment.

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Andria Herr, 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: 2026-0034

Title:

Resolution honoring the Oviedo High School girls volleyball team for winning the 2025 6A Florida State championship

RESOLUTION OF
THE
SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
RECOGNIZING THE 2025 OVIEDO HIGH SCHOOL GIRLS
VOLLEYBALL TEAM AS STATE CHAMPIONS

WHEREAS, participation in high school sports promotes leadership, confidence, teamwork, and equal opportunity, while fostering community pride and excellence among student-athletes; and

WHEREAS, the Oviedo High School Lions Girls Volleyball Team captured the Florida High School Athletic Association (FHSAA) Class 6A State Championship in 2025, demonstrating exceptional athletic performance and competitive excellence; and

WHEREAS, the Lions secured their championship through a remarkable comeback victory, rallying from a two-set deficit to defeat St. Thomas Aquinas High School, the two-time defending state champion and top-ranked team in Florida; and

WHEREAS, under the leadership and guidance of Head Coach Jen Darty, the Oviedo High School Girls Volleyball Team earned its third state championship under her tenure, reflecting sustained excellence, preparation, and commitment to the development of student-athletes; and

WHEREAS, the Oviedo High School Girls Volleyball Team's achievement is the result of a shared commitment to excellence, preparation, and unity demonstrated throughout the championship season by the entire program and school community; and

WHEREAS, this state championship has brought great pride to Oviedo High School and Seminole County, serving as an inspiration for young athletes and reinforcing the value of perseverance, discipline, and teamwork.

NOW, THEREFORE, BE IT RESOLVED, that we, the Seminole County Board of County Commissioners, hereby recognize and commend the Oviedo High School Girls Volleyball Team for winning the 2025 FHSAA Class 6A State Championship and extend our sincere congratulations to all who contributed to this outstanding achievement.

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Andria Herr, 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: 2026-0029

Title:

Expenditure Approval Lists dated November 26 and December 3, 10, and 17, 2025; Payroll Approval Lists dated December 4 and 18, 2025; and BCC Official Minutes dated November 18, 2025. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

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

Contact/Phone Number:

Chariti Guevara/407-665-7662

Background:

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

Requested Action:

Approve Expenditure Approval Lists dated November 26 and December 3, 10, and 17, 2025; Payroll Approval Lists dated December 4 and 18, 2025; and BCC Official Minutes dated November 18, 2025.

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 11/20/25 Through 11/26/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 3,171,641.04
00103	NATURAL LAND ENDOWMENT FUND	28.55
00108	FACILITIES MAINTENANCE FUND	63,588.01
00112	MAJOR PROJECTS FUND	66,324.67
00113	COUNTYWIDE UTILITIES	150,221.50
10101	TRANSPORTATION TRUST FUND	22,893.63
10400	BUILDING PROGRAM	30.00
11000	TOURISM PARKS 1,2,3 CENT FUND	17,879.92
11001	TOURISM SPORTS 4 & 6 CENT FUND	349,982.39
11200	FIRE PROTECTION FUND	127,537.32
11400	COURT SUPP TECH FEE (ARTV)	4,927.67
11500	1991 INFRASTRUCTURE SALES TAX	3,667,408.71
11560	2014 INFRASTRUCTURE SALES TAX	985,083.42
11641	PUBLIC WORKS-INTERLOCAL AGREEM	374,276.87
11800	EMS TRUST FUND	6,688.18
11901	COMMUNITY DEVELOPMEN BLK GRANT	7,508.07
11902	HOME PROGRAM GRANT	91,622.98
11904	EMERGENCY SHELTER GRANTS	3,027.73
11905	COMMUNITY SVC BLOCK GRANT	7,752.04
11912	PUBLIC SAFETY GRANTS (STATE)	39,763.43
11916	PUBLIC WORKS GRANTS	554,048.09
11917	LEISURE SERVICES GRANTS	1,557.42
11919	COMMUNITY SVC GRANTS	7,211.53
11930	RESOURCE MANAGEMENT GRANTS	25,806.72
12023	SHIP AFFORDABLE HOUSING 22/23	22,724.50
12024	SHIP AFFORDABLE HOUSING 23/24	47,448.52
12101	LAW ENFORCEMENT TST-LOCAL	284.25
12303	OPIOID SETTLEMENT	111,885.00
12603	WEST COLLECT IMPACT FEE (EXP)	3,744.15
12606	MOBILITY FEE CORE DISTRICT	19,676.96
12609	MOBILITY FEE SUBURBAN WEST	38,728.14
12804	LIBRARY-IMPACT FEE	27.28
13100	ECONOMIC DEVELOPMENT	12,125.00
15000	MSBU STREET LIGHTING	2,151.84
40100	WATER AND SEWER FUND	659,043.81
40108	WATER & SEWER CAPITAL IMPROVEM	713,523.62
40201	SOLID WASTE FUND	1,908,965.65
40301	WEKIVA GOLF COURSE FUND	60,000.00
50200	WORKERS COMPENSATION FUND	49,046.45
50300	HEALTH INSURANCE FUND	157,999.92
60304	ANIMAL SERVICES DONATIONS	700.00
TOTAL REPORT		$ 13,554,884.98

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
NOVEMBER 26, 2025

CHECK SEQUENCE: CK # 985375-985640
ACH SEQUENCE: ACH # 169-175

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 13TH DAY OF JANUARY, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 11/27/25 Through 12/3/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 18,258,328.30
00101	POLICE EDUCATION FUND	361,028.45
00103	NATURAL LAND ENDOWMENT FUND	2,171.20
00113	COUNTYWIDE UTILITIES	23,703.93
10102	MASS TRANSIT FUND	1,168,103.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	37,500.00
11200	FIRE PROTECTION FUND	5,371.57
11400	COURT SUPP TECH FEE (ARTV)	17,844.42
11560	2014 INFRASTRUCTURE SALES TAX	83,187.86
11902	HOME PROGRAM GRANT	15,579.53
11908	DISASTER PREPAREDNESS	667.77
11919	COMMUNITY SVC GRANTS	110.00
11930	RESOURCE MANAGEMENT GRANTS	21,164.00
11940	ENVIRONMENTAL SERVICES GRANTS	44,619.28
12024	SHIP AFFORDABLE HOUSING 23/24	206,010.30
12303	OPIOID SETTLEMENT	16,320.00
12500	EMERGENCY 911 FUND	9,487.78
13100	ECONOMIC DEVELOPMENT	550.00
15000	MSBU STREET LIGHTING	27,324.23
15100	MSBU RESIDENTIAL SOLID WASTE	2,700,329.45
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	61.60
40100	WATER AND SEWER FUND	853,617.15
40108	WATER & SEWER CAPITAL IMPROVEM	530,330.90
40201	SOLID WASTE FUND	6,052.33
50300	HEALTH INSURANCE FUND	35,922.03
TOTAL REPORT		$ 24,425,385.08

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
DECEMBER 3, 2025

CHECK SEQUENCE: CK # 985641-985831
ACH SEQUENCE: ACH # 176-178

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 13TH DAY OF JANUARY, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 12/4/25 Through 12/10/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 4,546,820.17
00103	NATURAL LAND ENDOWMENT FUND	504.20
00108	FACILITIES MAINTENANCE FUND	96,625.50
00112	MAJOR PROJECTS FUND	102,485.01
00113	COUNTYWIDE UTILITIES	78,423.95
10101	TRANSPORTATION TRUST FUND	119,656.76
10102	MASS TRANSIT FUND	337,189.23
10103	SUNRAIL OPERATIONS	10,390.00
10400	BUILDING PROGRAM	112,593.00
11000	TOURISM PARKS 1,2,3 CENT FUND	404,047.33
11001	TOURISM SPORTS 4 & 6 CENT FUND	26,080.01
11200	FIRE PROTECTION FUND	376,382.08
11400	COURT SUPP TECH FEE (ARTV)	71,858.52
11541	2001 INFRASTRUCTURE SALES TAX	396,272.56
11560	2014 INFRASTRUCTURE SALES TAX	227,387.71
11908	DISASTER PREPAREDNESS	423.19
11916	PUBLIC WORKS GRANTS	281,199.18
12023	SHIP AFFORDABLE HOUSING 22/23	120,000.00
12024	SHIP AFFORDABLE HOUSING 23/24	55,298.00
12025	SHIP AFFORDABLE HOUSING 24/25	25.00
12026	SHIP AFFORDABLE HOUSING 25/26	145.00
12500	EMERGENCY 911 FUND	88.25
15000	MSBU STREET LIGHTING	11,992.99
16000	MSBU PROGRAM	461.12
16005	MSBU MILLS (LM/AWC)	395.57
16007	MSBU AMORY (LM/AWC)	523.62
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	1,900.00
16013	MSBU HOWELL CREEK (LM/AWC)	81.78
16020	MSBU HORSESHOE (LM/AWC)	241.54
16021	MSBU MYRTLE (LM/AWC)	336.24
16023	MSBU SPRING WOOD LAKE (LM/AWC)	84.31
16024	MSBU LAKE OF THE WOODS(LM/AWC)	639.63
16025	MSBU MIRROR (LM/AWC)	420.00
16026	MSBU SPRING (LM/AWC)	727.96
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	84.31
16028	MSBU BURKETT (LM/AWC)	112.49
16030	MSBU SWEETWATER COVE (LM/AWC)	970.18
16031	MSBU LAKE ASHER AWC	345.47
16032	MSBU ENGLISH ESTATES (LM/AWC)	119.04
16033	MSBU GRACE LAKE (LM/AWC)	274.67
16035	MSBU BUTTONWOOD POND (LM/AWC)	71.48
16036	MSBU HOWELL LAKE (LM/AWC)	1,696.26
16037	MSBU LK LINDEN (LM/AWC)	279.98
16039	MSBU RICE LAKE (LM)	302.63
16040	MSBU TWIN LAKES (LM)	481.55
16073	MSBU SYLVAN LAKE (AWC)	316.24
16077	MSBU LITTLE LK HOWELL/TUSK	197.35
16080	MSBU E CRYSTAL CHAIN OF LAKES	985.21
40100	WATER AND SEWER FUND	603,467.80
40108	WATER & SEWER CAPITAL IMPROVEM	136,460.41
40201	SOLID WASTE FUND	10,873.90
50100	PROPERTY LIABILITY FUND	6,573.62
50200	WORKERS COMPENSATION FUND	79,849.68
50300	HEALTH INSURANCE FUND	2,526,236.64
60304	ANIMAL SERVICES DONATIONS	13,004.63
TOTAL REPORT		$ 10,764,402.95

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
DECEMBER 10, 2025

CHECK SEQUENCE: CK # 985832-986065
ACH SEQUENCE: ACH # 179-185

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 13TH DAY OF JANUARY, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 12/11/25 Through 12/17/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 1,947,751.75
00103	NATURAL LAND ENDOWMENT FUND	987.50
00108	FACILITIES MAINTENANCE FUND	19,990.05
00112	MAJOR PROJECTS FUND	34,465.00
00113	COUNTYWIDE UTILITIES	77,280.62
10101	TRANSPORTATION TRUST FUND	429,951.04
10400	BUILDING PROGRAM	30.00
11000	TOURISM PARKS 1,2,3 CENT FUND	543,112.54
11001	TOURISM SPORTS 4 & 6 CENT FUND	457,230.80
11200	FIRE PROTECTION FUND	327,012.68
11400	COURT SUPP TECH FEE (ARTV)	130,944.60
11500	1991 INFRASTRUCTURE SALES TAX	112,475.42
11541	2001 INFRASTRUCTURE SALES TAX	83,159.04
11560	2014 INFRASTRUCTURE SALES TAX	915,104.55
11641	PUBLIC WORKS-INTERLOCAL AGREEM	15,051.51
11901	COMMUNITY DEVELOPMEN BLK GRANT	3,333.33
11902	HOME PROGRAM GRANT	12,360.06
11904	EMERGENCY SHELTER GRANTS	12,133.10
11905	COMMUNITY SVC BLOCK GRANT	32,132.57
11908	DISASTER PREPAREDNESS	2,343.96
11916	PUBLIC WORKS GRANTS	12,485.32
11919	COMMUNITY SVC GRANTS	79,770.04
11930	RESOURCE MANAGEMENT GRANTS	32,178.17
11933	FEDERAL MITIGATION GRANTS	1,204,666.81
12023	SHIP AFFORDABLE HOUSING 22/23	225,364.51
12024	SHIP AFFORDABLE HOUSING 23/24	1,971.95
12025	SHIP AFFORDABLE HOUSING 24/25	20,835.21
12026	SHIP AFFORDABLE HOUSING 25/26	1,750.00
12303	OPIOID SETTLEMENT	43,286.61
12500	EMERGENCY 911 FUND	18,509.02
12606	MOBILITY FEE CORE DISTRICT	6,194.06
12801	FIRE/RESCUE-IMPACT FEE	2,750.00
13100	ECONOMIC DEVELOPMENT	15,000.00
15000	MSBU STREET LIGHTING	182,165.69
16000	MSBU PROGRAM	150.00
32300	FIVE POINTS DEVELOPMENT FUND	73,089.79
40100	WATER AND SEWER FUND	839,238.52
40108	WATER & SEWER CAPITAL IMPROVEM	716,841.05
40110	WATER AND SEWER - GRANTS	45,206.29
40201	SOLID WASTE FUND	132,699.21
50200	WORKERS COMPENSATION FUND	54,008.86
50300	HEALTH INSURANCE FUND	349,838.37
TOTAL REPORT		$ 9,214,849.60

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
DECEMBER 17, 2025

CHECK SEQUENCE: CK # 986066-986452
ACH SEQUENCE: ACH # 186-191

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 13 DAY OF JANUARY, 2026.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 12/04/2025
Biweekly Payroll Ending: 11/29/2025

Check Numbers: **163171 - 163190**
Voided Check Number: N/A

Net Expenditure Total: **$3,623,351.69**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 13 day of January 2026.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 12/18/2025
Biweekly Payroll Ending: 12/13/2025

Check Numbers: **163191 - 163210**
Voided Check Number: N/A

Net Expenditure Total: **$4,265,726.43**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 13th day of January, 2026.

_____
Chairman

_____

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_____

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0004

Title:

Approve and authorize the Chairman to execute the negotiated Collective Bargaining Agreement between Seminole County and the Bargaining Unit Local 3254 for Battalion Chiefs/B Unit. Countywide **(Tricia Johnson, Deputy County Manager)**

Division:

County Manager Office

Authorized By:

Tricia Johnson

Contact/Phone Number:

Shelly Brubaker / 407-665-5179

Background:

The agreement between Seminole County and the Collective Bargaining Unit/Battalion Chiefs/B Unit 3254 expired on September 30, 2025. Through continued negotiation discussions, an agreement has been reached for approval.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the negotiated Collective Bargaining Agreement between Seminole County and the Bargaining Unit Local 3254 for Battalion Chiefs/B Unit.

LOCAL 3254

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

"B" UNIT

COLLECTIVE BARGAINING AGREEMENT

October 1, 2025 – September 30, 2027

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ARTICLE 1 – PREAMBLE

This Agreement is entered into by and between the Seminole County Board of County Commissioners, hereinafter referred to as the "County", and Local 3254, International Association of Fire Fighters, hereinafter referred to as the "Union".

1. It is the purpose of this Agreement to achieve and maintain harmonious relations between the County and the Union to ensure an accurate line of communications and clear transmissions of facts relating to the workplace, to provide for equitable and peaceful adjustment of grievances that may arise and to establish fair standards of wages, benefits, hours, and other terms and conditions of employment.

ARTICLE 2 – RECOGNITION

The County recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and terms and conditions of employment for all full-time employees in the classification of Battalion Chief, in accordance with PERC Certification No. 1352. All other employees shall be excluded from this bargaining unit and shall not be covered by this Agreement.

ARTICLE 3 – NONDISCRIMINATION

The current County policies regarding nondiscrimination shall remain in effect for the term of this Agreement; provided, however, that nothing herein shall restrict the County from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law. The County and/or Union will not discriminate against employees covered by this Agreement because of membership or non-membership in the Union.

ARTICLE 4 – SAVINGS CLAUSE

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 5 – WORK STOPPAGES

There shall be no strikes, lockouts, work stoppages, slowdowns, mass resignations, sick-outs, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

1. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the County. Nothing herein shall restrict the County from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.
2. The Union recognizes that the County and the employees covered hereunder are responsible for and engaged in activities that protect the health and welfare of Seminole County citizens and, therefore, any violation of this Article would give rise to irreparable damage to the County and the public at large. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which constitutes a violation of this Article.

ARTICLE 6 – APPENDICES AND AMENDMENTS

Appendices and amendments to this Agreement (if any) shall be lettered or numbered, dated, and signed by the parties and shall constitute part of this Agreement.

ARTICLE 7 – PAYROLL DEDUCTION OF DUES

The County agrees to deduct Union dues and uniform assessments, including increases in dues and uniform assessments, from bargaining unit employees' salaries on a bi-weekly basis for the term of this Agreement. However, the County shall have no responsibility or any liability for any monies once sent to the Union, nor shall the County have any responsibility or liability for the improper deduction of dues. The Union shall indemnify the County and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the County to comply or attempt to comply with the provisions of this Article.

1. It shall be the responsibility of the Union to notify the County of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.
2. Any member of the Union may, on thirty (30) days' written notice to the County, require that the County cease making deductions from his/her wages. The County will notify the Union of any members who cease making deductions within five (5) business days of being made aware.
3. Deductions hereunder shall be pursuant to a properly executed dues deduction card or statement mutually agreed upon by and between the parties.

ARTICLE 8 – MANAGEMENT RIGHTS

1. Except as specifically restricted by the provisions of this Agreement, the County has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the sole and exclusive right to:
    A. Determine the purpose and organizational structure of the Department;
    B. Exercise control and discretion over the organization and efficiency of operations of the Department;
    C. Set minimum performance standards for services offered to the public;
    D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;
    E. Determine the location, methods, means, and personnel by which operations are to be conducted;
    F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Department;
    G. Transfer, assign, and schedule employees in positions within the organizational structure of the County and the Department;
    H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
    I. Decide the scope of services;
    J. Hire, examine, classify, and/or otherwise determine the criteria and standards of selection for employment;
    K. Fire, demote, suspend or discipline bargaining unit employees, consistent with the terms of this Agreement;
    L. Require a bargaining unit employee to submit to examination by a medical doctor (including a psychiatrist and/or psychologist), based upon the reasonable belief that the employee is unfit to perform any or all of his/her assigned duties;
    M. Promote and establish criteria and/or procedures for promotions within and outside the bargaining unit, and determine the number and types of positions in

each classification, grade, step, or designation in any plan which is or may be developed by the County;

N. Lay-off and/or relieve employees from duty due to lack of work, lack of funding, or any other reason, in accordance with County policies;
O. Recall employees in accordance with County policies;
P. Determine the starting and quitting time and the number of hours and shifts to be worked;
Q. Determine the allocation and content of job classifications; and determine all training parameters for all County positions, including persons to be trained and extent and frequency of training;
R. Formulate and/or amend job descriptions;
S. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever, in the sole discretion of the County, good business judgment makes such curtailment or discontinuance advisable;
T. Contract and/or subcontract any existing or future work;
U. Create, expand, reduce, alter, combine, assign, or cease any job;
V. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
W. Control the use of equipment and property of the County, and determine the number and classifications of employees assigned to any shift, station, or piece of equipment;
X. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
Y. Take whatever action may be necessary to carry out the mission and responsibility of the County in unusual and/or emergency situations;
Z. Maintain the efficiency of the operations of the Department; and
AA. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

2. The above rights of the County are not all-inclusive but indicate the type and manner of rights that belong to and are inherent in the County. Any of the rights, powers, and authority that the County had prior to entering into this Agreement are retained by the County.
3. If the County fails or declines to exercise any one or more of the above rights from time to time, this will not be deemed a waiver of the County's rights to exercise any or all such rights.

ARTICLE 9 – SUPERVISORY RESPONSIBILITY/CONFLICT OF INTEREST

It is agreed and understood that the individuals in the bargaining unit covered hereunder are supervisors whose primary duties oftentimes create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, the individuals covered hereunder must, at all times, act in the best interest of the County, the Department, and the citizens, as determined by County Management, the Fire Chief, and other authorized management officials. Accordingly, the individuals covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to, the following:

A. Supervising and overseeing a geographical area comprised of several stations and directing related operations, including the supervision of all personnel and the oversight and maintenance of all apparatus and equipment;
B. Supervising fire and rescue scenes and incidents, including the direction of personnel and equipment as required;
C. Assigning work duties to all subordinate personnel;
D. Reviewing and evaluating the performance of subordinate personnel;
E. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand, and counseling;
F. Training and/or administering the training of subordinate personnel, including precepting probationary firefighters and administering their recruit testing;
G. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees;
H. Enforcing all County and Departmental rules, regulations, policies, procedures, and guidelines, and making recommendations concerning revisions thereto;
I. Purchasing materials and equipment within policy guidelines and making recommendations concerning Departmental purchases;
J. Ensuring safety of personnel at the fire stations and other work sites and administering the Department safety program;

K. Timely and accurately completing all forms, reports, and other paperwork relating to fire and rescue operations, fire and rescue incidents, daily work and activities, and personnel matters;
L. Temporarily transferring subordinate employees to different assignments, as required;
M. Administering Departmental overtime and release from duty policies;
N. Overseeing the maintenance of station and apparatus inventory;
O. Overseeing the maintenance of station and equipment security;
P. Preparing budgets for their assigned programs;
Q. Administering and participating in public education programs;
R. Participating in committees, task forces, or other work groups, as assigned by the Department or the County; and
S. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and procedures, and/or assigned by appropriate management authority.

ARTICLE 10 – RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all rules, regulations, policies, procedures, and operations bulletins of the County and the Seminole County Fire Department and any amendments thereto.
2. Should the County and/or the Department exercise its right to formulate, amend, revise, and/or implement any and all rules, regulations, policies, procedures, and operations bulletins, the County or the Department shall provide a courtesy copy of any new (or amended) rule, regulation, policy, procedure, or operations bulletin to the Union at least ninety-six (96) hours prior to implementation. Simultaneous with providing a courtesy copy to the Union, the County or the Department shall provide all members the new (or amended) rule, regulation, policy, procedure, or operations bulletin through electronic mail, telecommunication, and bulletin board posting, or any other appropriate means.
3. In the event the County or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operations bulletin, no bargaining unit employee shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure, or operations bulletin until the County and/or the Department has informed the Union of and posted such new or amended rule, regulation, policy, procedure, or operations bulletin in accordance with the above procedure. For the purpose of this Article, hand delivery or mailing to the President of Local 3254 or any other officer (including members of the Executive Board of Local 3254) shall be deemed service upon the Union. Mailing shall be effective upon deposit in the United States mail by the County or Department.

ARTICLE 11 – FILLING VACANCIES AND NEW POSITIONS

For the purpose of this Agreement, a Position Vacancy shall occur as a result of the permanent vacancy of a 40-hour or 56-hour shift Battalion Chief position due to retirement, resignation, termination, promotion, demotion, permanent reassignment, permanent disability, or death of the position incumbent. For the purposes of this Agreement, a New Position shall occur when a 40-hour or 56-hour shift Battalion Chief position is created as a result of organizational expansion, reorganization, position reclassification, new program, or new service. ("New Positions" shall not include positions acquired as a result of merger with another fire/rescue agency.) Position Vacancies and New Positions shall be filled according to the following provisions:

1. Employees hereunder currently in the position of Battalion Chief shall be given consideration in filling any Position Vacancy or New Position, provided they meet the minimum requirements for said position, as outlined in the County's official Position Job Description.
2. The current County policies and Departmental Operations Bulletin #02005 "Promotional Candidate Selection Procedure – Battalion Chief" regarding vacancies in and promotions to bargaining unit positions shall remain in effect for the term of the Agreement.
3. The Promotional Candidate Selection Procedure Operations Bulletin #02005 shall remain in effect and cannot be modified unless the Department and Union mutually agree to the change.
4. Position Vacancies or New Positions may be temporarily filled with a Lieutenant riding out of grade when an operational need is identified by the Fire Chief, provided they meet the minimum requirements of the position. Vacancies and New Positions shall be filled on a non-temporary basis as follows:
    a. Vacancies and New Positions shall be filled utilizing the current Battalion Chief promotional list;
    b. Lieutenants may be used when the current Battalion Chief promotional list has been exhausted; and

c. Lieutenants currently assigned to the Tech 1 position should be considered first when selecting Lieutenants to ride out of grade.

5. All members covered under this Agreement will be brought to the minimum pay for the rank of Battalion Chief or receive a 10% increase added to their base pay (not including incentives) whichever is greater upon their promotion to Battalion Chief.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

Suspension, demotion, termination, or any other disciplinary action shall be in accordance with the Code of Conduct and Disciplinary Action Policies set forth in the Seminole County Administrative Code provided the following is met and takes precedence.

1. All discipline and discharge shall be for just cause. For one (1) violation, there will be one (1) type of discipline.
2. The types of discipline shall be as follows:
    a. Discussion of the issue (not subject to grievance or arbitration)
    b. T.I.P.S. (from direct supervisor) (not subject to grievance or arbitration)
    c. Verbal Warning (not subject to arbitration, may grieve to the level of the Fire Chief)
    d. Written Warning
    e. Written Reprimand
    f. Placement on Probation (performance/misconduct)
    g. Suspension without Pay, not to exceed 5 working days
    h. Demotion
    i. Termination

Discipline will be progressive for like violations after an appropriate initial discipline is established. Initial discipline will depend upon the nature and severity of the infraction.

3. An employee suspended for disciplinary reasons without pay will be permitted the option to request the forfeiture of accrued vacation leave (PTO only) in lieu of a suspension without pay, provided the violation does not involve criminal activity.
4. Factors to apply when establishing discipline will be, but not limited to the following:
    a. Seriousness and circumstances of offense.
    b. Member's length of service; past record including his/hers performance and disciplinary records.
    c. The lapse of time since the employee last received disciplinary action; frequency of problem.

d. Consistency in similar County cases.
e. Advance communication efforts made to advise the employee of the problem.
f. Impact on the employee and implications for other employees.
g. Available justification and objective documentation to support the action, given an appeal.

Exception: First occurrence of a major offense where termination is appropriate.

5. Disciplinary actions shall be issued to the employee as soon after the violation as practicable and in no event shall it be more than five (5) of the employees regular shifts for 56 hour employees or five (5) full working days for 40 hour employees following the most recent basis of the discipline being known by the employee's immediate supervisor, unless a formal inquiry or administrative review is initiated or a state of emergency is declared. If the employee is absent from work on his/her 5th shift after the most recent basis of the discipline is known by the employee's immediate supervisor, the discipline will be issued on the first shift that the employee returns to duty.
6. If the Member has committed no offense requiring any disciplinary action for the period of time following when the initial discipline was issued as indicated below, the discipline will not be considered for progressive discipline.

a. Verbal Warning	One (1) year from date issued
b. Written Warning	Two (2) years from date issued
c. Written Reprimand	Three (3) years from date issued
d. Suspension	Five (5) years from date issued

ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE

A. Bargaining unit employees will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

B. A "grievance" is a claimed violation of this Agreement or policies and/or procedures referenced by this Agreement, including, but not limited to, the claim that a discharge or other disciplinary action violated a specific provision of this Agreement.

C. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance.

D. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's supervisor within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the supervisor shall forward a copy of the grievance to the Fire Chief. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The supervisor shall, within ten (10) calendar days after presentation of the grievance, render his/her decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

STEP 2: Any grievance which cannot be satisfactorily settled in Step 1 above, shall then be taken up with the Deputy Chief of Administration or his/her

designee. The grievance, as specified in writing in Step 1 above, shall be filed with the Deputy Chief of Administration within ten (10) calendar days after the due date for the supervisor's response in Step 1 above. The Deputy Chief of Administration shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above, shall then be taken up with the Fire Chief or his/her designee. The grievance, as specified in writing in Step 1 above, shall be filed with the Fire Chief within ten (10) calendar days after the due date for the Deputy Chief of Administration response in Step 2 above. The Fire Chief shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Deputy Chief of Administration, and the Chief Administrator of the Office of Human Resources.

STEP 4: Any grievance which cannot be satisfactorily settled in Step 3 above, shall then be taken up with the County Manager or his/her designee. The grievance, as specified in writing in Step 1 above, shall be filed with the County Manager within ten (10) calendar days after the due date for the Fire Chief response in Step 3 above. The County Manager shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

If the grievant (whether it be the Union or an individual employee) is not satisfied with the County Manager's decision in Step 4 above, the grievant may request arbitration by hand delivery or by certified or registered mail of a written notice to the Chief Administrator of the Office of Human Resources within ten (10) calendar days of receipt of the County

Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issue upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure. As an alternative to arbitration, the grievant may utilize the appeals board procedure under the County's Personnel Policies, provided that such procedure is timely invoked after the issuance of the County Manager's decision. The following provisions shall apply to arbitration requests:

1. Within ten (10) calendar days from receipt of such notice of arbitration, the parties shall meet to select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall, within five (5) calendar days, jointly request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the County will alternately eliminate one at a time from said list of names until only one (1) remains, and this person will be the arbitrator. The County and the Union will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.
2. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the County, and the Union, in writing. It shall be the obligation of the arbitrator to make his/her best effort to rule within thirty (30) calendar days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share the cost. Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.
3. The arbitrator will confine his/her consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to substitute his/her judgment for that of management

and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable State and Federal laws and County Ordinances or Resolutions, except to the extent as specifically provided herein.

4. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party met its burden of proving that the action by the non-grieving party violated a specific provision of this Agreement.
5. No decision of any arbitrator, or the County in any one case, shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.
6. It is agreed with respect to this grievance and arbitration procedure that:
    a. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
    b. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the County or by

the Department, shall require the grievant to proceed to the next step, and failure to proceed on a timely basis to the next step shall bar the grievance.

7. Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.
8. Non-dues-paying bargaining unit employees may avail themselves of all the procedures under this Article.

ARTICLE 14 – WORK SCHEDULES

1. Bargaining unit employees shall be assigned to either a 56-hour shift schedule (24/48 shift schedule) or a 40-hour non-shift schedule (7-day, non-shift schedule).
2. Nothing herein shall prohibit the Seminole County Fire Department from reassigning a bargaining unit employee from a 56-hour shift schedule to a 40-hour non-shift schedule (or vice versa), provided that the Department provides the bargaining unit employee with at least fourteen (14) calendar days' written notice of such change.
3. A notice of 90 days shall be given to the Union if the Department wishes to change starting and/or quitting times.

ARTICLE 15 – TIME TRADES

All bargaining unit employees covered hereunder shall be permitted to engage in Time Trades, in accordance with existing Department policy applicable to Battalion Chiefs; provided, however, that no Time Trade shall result in interference with Departmental operations or additional costs to the County. Time Trades shall adhere to the following provisions:

1. Employees who become sick when scheduled to work a Time Trade shall have the time charged to their appropriate leave account.
2. There shall be no limitations on the duration of elapsed time between the affected work periods of employees involved in a Time Trade.
3. There shall be no limitation on the maximum time owed between employees.
4. The County shall have no responsibility to compensate any employee for time worked in connection with a Time Trade, should either party default on his/her obligation, for any reason.
5. Employees shall retain sole responsibility for engaging in Time Trades, accounting for such trades, tracking time owed, and ensuring positions are covered.

ARTICLE 16 – SENIORITY

Seniority, for the purpose of this Agreement, is determined exclusively by the affected employee's "Time in Grade" as an employee of Seminole County (and any other fire/rescue agency with which the County has merged), serving continuously in the position of Battalion Chief (and equivalent position with any other fire/rescue agency with which the County has merged), subject to the following provisions:

1. The commencement point for "Time in Grade" shall be determined based upon the date the employee was last promoted, appointed, demoted, or reclassified to the position or classification of Seminole County Battalion Chief, or equivalent position with another fire/rescue agency with which the County has merged.
2. The duration of "Time in Grade" shall be the cumulative, continuous time served in the position of Battalion Chief as an employee of Seminole County, and any equivalent position with another fire/rescue agency with which the County has merged, from date of appointment to the current date.
3. Breaks in service as a result of Scheduled leave, Unscheduled leave, Workers Compensation leave, Leave Without Pay (not to exceed 180 days), and any type of leave utilized in conjunction with the Family Medical Leave Act shall be considered as continuous time served and will not negatively affect seniority.
4. Members with more "Time in Grade" shall have a higher seniority than those with less "Time in Grade."
5. If two (2) or more members have the same appointment date, the employee higher on the promotional list will be considered more senior.
6. For the purpose of this Agreement, Seniority shall be of consideration where specified in a particular article.

ARTICLE 17 – LIGHT DUTY

The current County policies and operations bulletins regarding light duty shall remain in effect for the term of this Agreement, provided that the following apply:

A. Light Duty shall be at the discretion of the Fire Chief and shall only be available to employees who cannot perform their regular job, due to injury or illness. Under no circumstances shall work or positions be "created" for the purpose of offering light duty opportunities. Employees seeking light duty due to a work-related injury or illness will receive priority over an employee seeking light duty due to a non-work-related injury or illness.
B. Light Duty must be consistent with the physical limitations prescribed by a physician who has treated/examined the employee and is fully aware of the nature and details of the employee's regular job duties.

ARTICLE 18 – EXEMPT STATUS

1. The employees covered hereunder are exempt (salaried) employees who, from time to time, are required to work before or after (or in addition to) their normal work schedule in order to perform their job duties.
2. As exempt employees, the employees covered hereunder are not entitled to overtime pay for the work described in paragraph one (1) above; provided, however, that such employees are eligible to receive additional compensation for such work to the extent (and in the amount) prescribed by current Fire Department policy at a straight time rate if the work outside their normal work schedule exceeds one (1) hour excluding routine holdovers while waiting for personnel that are enroute from another assignment .
    a. The only exception to the one (1) hour requirement will be when filling a vacancy that is less than one (1) hour for a member utilizing Union Time Bank hours.
3. In recognition of their exempt status, and in return for the agreed-upon wage adjustment, shift personnel (56-hour) governed by the terms of this Agreement shall be prohibited from taking PTO for partial shifts of less than 12 hours; PTO in excess of 12 hours must be taken as a full shift (24 hours).

ARTICLE 19 – WAGES

EFFECTIVE UPON CONTRACT EXECUTION, AND RETROACTIVE (IF APPLICABLE) TO OCTOBER 1ST 2025

2026 Fiscal Year	2027 Fiscal Year
Minimum - $75,501.80	Minimum - $76,917
Maximum - $125,332.99	Maximum - $127,683.35

A. Effective October 5th, 2025, all employees covered by this Agreement who have been employed for at least six (6) months as of that date shall receive an 8% increase to their base rate (not including incentives) of pay. An additional performance-based merit of 1% or 2% increase can be obtained if incentive evaluation criteria are met at the time of the employee's annual performance review.

B. Effective October 4th, 2026, all employees covered by this Agreement who have been employed for at least six (6) months as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance-based merit of 1% or 2% increase can be obtained if incentive evaluation criteria are met at the time of the employee's annual performance review.

C. Forty (40) hour employees that work an extra assignment on shift, shall receive their forty (40) hour rate of pay.

D. Wage increases (if any) of any kind subsequent to September 30, 2027, and thereafter shall be subject to negotiations by the parties.

ARTICLE 20 – ANNUAL PAID TIME OFF (PTO) LEAVE

1. Annual Paid Time Off (PTO) for 40-hour and 56-hour employees, in rank of Battalion Chief on the effective date of this Agreement, will be as follows:

PTO – Weekly Accrual		
Years of Service	40-Hour Employee	56-Hour Employee
0 - 5	3.1	7.4
5+ - 10	3.6	8.8
10+ - 15	4.1	10.2
15+ - 20	4.6	11.6
20+	5.1	13.0

2. Employees covered hereunder will be able to participate in the PTO Buy Back program as referenced in the County Policies and Procedures Manual, Member Benefits Section 501.0 (9); however, 40-hour employees may receive payment of up to 80 hours, and 56-hour employees may receive payment of up to 112 hours. Leave balance, as mentioned in the County Policies and Procedures Manual (40-hour employees, 240 hours leave balance; 56-hour employees, 336 hours leave balance), will apply to employees covered by this Agreement. Terminal leave may be taken at the end of employment and is limited to a maximum of one month (30 days). An employee may request terminal leave be approved at the time they announce retirement/resignation, or within three months of his/her DROP date. To be eligible for terminal leave, an employee must have completed 15 years of service and be in good standing.
3. Payment of Annual PTO Leave Upon Separation – Employees are eligible for a lump sum payment of their unused annual PTO leave upon separation, in accordance with the following:
    A. Employee has completed any applicable new hire or disciplinary probationary period. Employees who are serving a probationary period due to promotion shall be exempt from this requirement;

B. Employee submitted a written resignation no less than seven (7) calendar days prior to the effective date of separation;
C. Employee is separated in good standing;
D. Payment shall be based upon the employee's regular rate of pay at the time of separation; and
E. Payment of unused annual PTO leave upon separation shall not exceed 960 hours.

4. Bargaining unit members participating in the Florida Retirement System or a defined benefit pension with a Deferred Retirement Option Program (DROP) may receive payments of all unused accrued PTO leave, up to a maximum of 500 hours, upon entering the DROP. The hours paid out at that time shall be deducted from maximum number of hours which may be paid out at the time the bargaining unit member separates.
5. The maximum number of Battalion Chiefs permitted to be on leave per shift (56hr) will be three (3).
6. The following leave will not count towards the maximum number of 56-hour Battalion Chiefs permitted to be on leave:
    A. Workers' Compensation;
    B. Sick Leave Catastrophic;
    C. Sick Leave Bank;
    D. Bereavement Leave;
    E. Military Leave;
    F. Leave Without Pay for Military Reasons; and
    G. Union Time Bank.
7. Both parties agree emergencies occur; therefore, the Fire Chief or his/her designee may authorize leave usage beyond this limitation on a case-by-case basis. The decision of the Fire Chief or his/her designee shall not be grievable.

ARTICLE 21 – MISCELLANEOUS POLICIES

The following matters shall be governed by County policy and Departmental operations bulletins:

A. Maternity Leave;
B. Military Leave;
C. Jury/Witness Duty Leave;
D. Substance Abuse Testing;
E. Employee Assistance Programs;
F. Line of Duty Injury Pay;
G. No Smoking Policy;
H. Mileage Allowance/Reimbursement;
I. Recertification;
J. Outside Employment; and
K. Special Events Standby.

ARTICLE 22 – RETIREMENT

Retirement benefits shall be governed by the provisions of the Florida Retirement System or a defined benefit pension plan in which the individual is an active and contributing member.

ARTICLE 23 – INSURANCE

Health and life insurance benefits, except as mandated by the State law, shall be provided to bargaining unit employees in the same manner, levels, and contributions, as all other County employees.

ARTICLE 24 – PHYSICAL AND MENTAL CONDITION

1. Employees covered hereunder shall be physically and mentally capable of performing their job requirements and duty assignments, as a condition of continued employment. The County, for good cause and at its own expense, may send the employee for this determination to a board-certified physician.
2. The determination, as to the physical capability of performing the job requirements and duty assignments, shall be valid only when proffered by a licensed and board-certified physician.
3. The determination, as to the mental capability of performing the job requirements and duty assignments, shall be valid only when proffered by a licensed and board-certified psychiatrist and/or licensed and board-certified psychologist.

ARTICLE 25 – LABOR MANAGEMENT COMMITTEE

The Labor Management Committee shall meet as needed at times and places mutually agreed upon by the parties. The purpose of the meetings shall be to discuss employee relations and/or Departmental operations matters of mutual concern to the parties. The meetings shall be "off-the-record" in nature and shall not involve collective bargaining or the resolution of grievances under this Agreement or County policy. Statements made or actions taken by either party at the Labor Management Committee meetings shall be non-binding, unless reduced to writing and mutually executed.

ARTICLE 26 – LIMITATIONS ON NEGOTIATIONS

This Agreement represents the entire agreement of the parties on all wages, hours, and working conditions which have been negotiated or could have been negotiated under the provisions of the Florida Public Employees Relations Act. Neither party may reopen this Agreement during its term to renegotiate or add any item unless such item is mutually agreed upon in writing, by and between the parties hereto.

ARTICLE 27 – WORKING OUT OF CLASSIFICATION

If the member is temporarily appointed full-time to a higher level position for more than 14 calendar days, he/she will receive a temporary increase of 5% to his/her base pay, or the minimum of the higher pay grade, whichever is more, but not to exceed the maximum of the higher salary grade, effective the first day of the temporary appointment.

ARTICLE 28 – SICK LEAVE BANK

Effective with the execution of this Agreement and upon mutual agreement of Local 3254 "B" Unit, members will become participants in the Firefighter Sick Leave Bank, subject to the provisions of Article 45 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit. For the duration of this Agreement, members will not be eligible for participation in the County Sick Leave Bank.

ARTICLE 29 – HOLIDAYS

1. SHIFT PERSONNEL
    A. The current County policies and operations bulletins regarding holiday leave and pay shall remain in effect for the term of the Agreement. Should the Board of County Commissioners substitute a different holiday for a holiday presently designated, such substitution shall apply to the employees covered hereunder.
    B. Employees shall be eligible for holiday pay based on the official holiday, in lieu of the Board of County Commissioners' designated authorized holiday.
    C. Employees who are required to work are eligible for holiday pay for time worked, based on the official holiday in lieu of designated holiday.
    D. If a holiday is observed on a day which is a regularly scheduled day off for the member, he/she will receive an additional eight hours of straight time pay.
2. NON-SHIFT PERSONNEL

    The current County policies and operations bulletins regarding holiday leave and pay shall remain in effect for the term of this Agreement. Should the Board of County Commissioners substitute a different holiday for a holiday presently designated, such substitutions shall apply to the employees covered hereunder.

ARTICLE 30 – BEREAVEMENT LEAVE

Members shall, upon request, be granted up to 56 hours or 40 hours (whichever is applicable and corresponds to their work schedule) of bereavement leave with pay, within a fiscal year, due to death in his/her immediate family. Such requests must be approved by the Department Director. 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 Guardian, Brother-in-law, and/or Sister-in-law.

ARTICLE 31 – WORKERS' COMPENSATION

Payment of workers' compensation benefits shall be made in accordance with Chapter 440, Florida Statutes. The County may, at its discretion, provide benefits that exceed the minimum requirements of Chapter 440, Florida Statutes.

1. For the purpose of calculating the workers' compensation "determination of pay", any approved leave that was taken during the calculation period will be considered as hours worked.
2. Employees removed from active duty by the County Physician, during the course of an annual physical or special physical, for treatment and/or further testing, shall utilize sick leave (if applicable and available) or paid time off, if such absence is not compensable under workers' compensation regulations. If it is determined that the County Physician's concerns were in error, the leave will be reinstated.

ARTICLE 32 – SICK/CATASTROPHIC LEAVE

All earned sick leave will be maintained as a catastrophic account for the employee until exhausted or paid out. Catastrophic leave may be utilized only for known, extended sick leave occurrences (72 or greater consecutive hours for 56-hour employees or 40 or greater hours for 40-hour employees) associated with the personal illness or injury of the employee, or the employee's immediate family (employee, spouse, minor children and parents), when the medical necessity is substantiated by physician documentation. The County reserves the right to send an employee for a medical evaluation for verification of catastrophic leave usages in excess of 10 shifts. Any such medical evaluation will be paid fully at the County's expense.

Payment of Sick/Catastrophic Leave Upon Separation

1. Employee must submit written resignation no less than seven (7) calendar days prior to the effective date of separation.
2. Employee is separated voluntarily and in good standing.
3. Payment shall be made at the employee's regular rate of pay at the time of separation, and shall be based on the employee's years of service as follows:
    A. After 3 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 80 hours, whichever is less; or
    B. After 10 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 120 hours, whichever is less; or
    C. After 20 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 160 hours, whichever is less.
4. Any remaining sick/catastrophic hours may be transferred to the Sick Leave Bank or the Union Time Bank upon the employee's request.

1. Fifty-six (56) hour employees may receive payment for up to 112 hours of SLC hours annually, if they maintain a balance of at least 336 hours of SLC/PTO. Forty (40) hour employees may receive payment for up to 80 hours if they maintain a

balance of at least 240 hours of SLC/PTO. Such payments will be processed, if requested by the employee during the first quarter of the fiscal year per the guidelines set by the County. This buy back provision does not prohibit employees from the PTO buy back provision. Payment of hours will be processed as an off-cycle payroll. Individuals may only submit one (1) request during the enrollment period.

ARTICLE 33 – HEALTH BENEFITS

IAFF Local 3254 B-Unit shall follow the same Health Benefits Article as the A-Unit.

ARTICLE 34 – UNIFORMS AND EQUIPMENT

A. The current County policies and operations bulletins regarding uniforms and equipment shall remain in effect for the term of this Agreement; provided, however, that the County shall retain the right to regulate and/or restrict the use of County uniform items.

B. The annual uniform allowance for each member will be $600.00 per fiscal year; this includes the shoe allowance of up to $200.00.

C. The County will provide the initial uniform and equipment needs of new hires and promoted members, outside the above annual uniform allowance.

ARTICLE 35 – EMPLOYEE RECOGNITION AND OTHER LEAVE

Employees covered under this Agreement shall receive the following employee recognition and miscellaneous leave benefits:

1. Service Recognition Leave. Employees are recognized for longevity of service based on total years of service. During the anniversary month, employees will receive Service Recognition leave as follows:

	56-Hour Employee	40-Hour Employee
5 years of service	1 shift off	1 day off
10 years of service	2 shifts off	2 days off
15 years of service	3 shifts off	3 days off
20 years of service and above (at five-year intervals)	5 shifts off	5 days off

Employees who receive Service Recognition Leave must use this time within one year of the applicable anniversary date. All time must be used in full shift/day increments (whichever is applicable). Upon separation of employment, employees will not receive payment for unused Service Recognition Leave.

2. Birthday Leave. Employees covered under this Agreement will receive 24 hours of Birthday Leave (8 hours for 40-hour employees) on their annual Birthday date. Birthday Leave must be used in full shift/day increments (whichever is applicable) and used within one year of employee's birthday.
3. Work Life Day Leave. Employees covered under this Agreement will receive 24 hours of Work Life Day Leave (8 hours for 40-hour employees) on January 1st of each year. Work Life Day Leave must be used in full shift/day increments (whichever is applicable) and used within the calendar year it is awarded.

ARTICLE 36 – DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of the Agreement by the Union and the Board of County Commissioners, except where otherwise provided in the Wages Article, and shall thereafter continue in full force and effect until September 30, 2027, subject to funding by the Board of County Commissioners. If the Board of County Commissioners does not fund any portion of this Agreement, the Agreement shall be administered in accordance with Section 447.309, Florida Statutes. Upon its expiration, this Agreement shall automatically be renewed from year to year, unless either party notifies the other that it desires to modify this Agreement. The notice to modify must be made in writing and sent to the other party by registered or certified mail or email no later than 90 days prior to contract expiration. Furthermore, the notice to modify must include the title(s) of the Article(s) the party serving notice wishes to add, alter, or amend. Upon timely receipt of a notice to modify, the other party shall have twenty (20) days within which to provide written notification (by registered or certified mail or email) of the title(s) of the Article(s) it wishes to add, alter, or amend. All Articles not specified in a timely initial notification to modify or a timely subsequent notification to modify shall automatically be placed in the new Agreement without change.

ARTICLE 37 – UNION TIME BANK

The “B” Unit Representative will be eligible to utilize Union Time Bank subject to the provisions of Article 51 of the Agreement between Seminole County Board of County Commissioners and Local 3254 “A” Unit.

ARTICLE 38 – INCENTIVES

1. Battalion Chiefs will receive the following Special Operations Incentive pay for the number of hours of completed Department approved Special Operations coursework, subject to the approval process in paragraph 4 below. These incentive rates are not cumulative.

   Special Operations Incentive Rates:

0-79 hours	No Incentive
80-159 hours	$0.25 hr
160-239 hours	$0.50 hr
240-319 hours	$0.75 hr
320-399 hours	$1.00 hr
400-479 hours	$1.25 hr
480-559 hours	$1.50 hr
560-639 hours	$1.75 hr
640+ hours	$2.00 hr

2. Approved courses for the Special Operations Incentive will be subject to the provisions of Article 49 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit, specifically the sections titled:
   a. "Approved courses for SHOT Incentive – Technical Rescue"
   b. "Approved courses for SHOT Incentive – Hazardous Materials"
   c. "Approved courses for Tower Incentive"
3. Battalion Chiefs will receive the following Chief Officer Certifications/Credentialing Incentives, subject to the approval process in paragraph 4 below:
   a. Florida Certified Prescribed Burn Manager $0.25 per hour
   b. Executive Fire Officer (EFO) or CPSE CFO $1.00 per hour
   c. Will receive only one of the following incentives based on current level of certification:
      1. Live Fire Training Instructor 1 $0.25 per hour
      2. Live Fire Training Instructor 2 $0.50 per hour

d. Will receive only one of the following incentives based on current level of certification:

1.	Incident Safety Officer	$0.15 per hour
2.	Health and Safety Officer	$0.15 per hour
3.	Health and Safety Officer and Incident Safety Officer	$0.30 per hour
4.	State Certified Safety Officer	$0.50 per hour

e. Paramedic Incentive will be subject to the provisions of Article 49 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit, titled "Paramedic Incentive".

f. Will receive only one of the following incentives based on current level of certification:

1.	Fire Officer III	$0.25 per hour
2.	Fire Officer IV	$0.50 per hour

g. Will receive only one of the following incentives based on current level of certification.

1.	Fire Inspector I	$0.10 per hour
2.	Fire Inspector II	$0.25 per hour

h. Fire Instructor III $0.25 per hour

4. Any bargaining unit member who wishes to be approved for any incentive pay shall submit a written memorandum to the Fire Chief (or designee) through their chain of command. The memorandum shall include a copy of the certificate of successful completion of the required department approved courses and certifications. The incentive shall commence the first day of the pay period following approval by the Fire Chief.
5. All incentives will be added to the employee's hourly base rate of pay; however, these incentive payments shall not be included in the base rate of pay in any calculation of percentage wage or salary increase.
6. All incentives will require biennial completion of a continuing education program and maintenance of the respective certifications/credentials in good standing, to continue to receive any individual incentive. This program will be governed by any State and Federal requirements and a future Standard Operating Procedure that will be approved

by the Fire Chief with comment from the Union. Those receiving incentive pay are subject to being assigned additional special projects in those areas.

7. 40-hour assigned members will have all incentives converted to a 40-hour rate of pay.

On behalf of the Seminole County Board of County Commissioners and the International Association of Firefighters, Local 3254 "B" Unit, the aforementioned Agreement has been duly executed this _____ day of _____, 2026.

For Seminole County:

Darren Gray
County Manager

Tricia Johnson
Deputy County Manager

Seminole County
Board of County Commissioners:

Andria Herr
Chairman

Attest:

Grant Maloy
Clerk of the Board of County Commissioners
Seminole County, Florida

For International Association of Firefighters, Local 3254:

Jonathan DiVita
President

James Monahan
"B" Unit Representative

LOCAL 3254

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

"B" UNIT

COLLECTIVE BARGAINING AGREEMENT

October 1, ~~2022~~ 2025 – September 30, ~~2025~~2027

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DRAFT

ARTICLE 1 – PREAMBLE

This Agreement is entered into by and between the Seminole County Board of County Commissioners, hereinafter referred to as the "County", and Local 3254, International Association of Fire Fighters, hereinafter referred to as the "Union".

1. It is the purpose of this Agreement to achieve and maintain harmonious relations between the County and the Union to ensure an accurate line of communications and clear transmissions of facts relating to the workplace, to provide for equitable and peaceful adjustment of grievances that may arise and to establish fair standards of wages, benefits, hours, and other terms and conditions of employment.

DRAFT

ARTICLE 2 – RECOGNITION

The County recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and terms and conditions of employment for all full-time employees in the classification of Battalion Chief, in accordance with PERC Certification No. 1352. All other employees shall be excluded from this bargaining unit and shall not be covered by this Agreement.

DRAFT

ARTICLE 3 – NONDISCRIMINATION

The current County policies regarding nondiscrimination shall remain in effect for the term of this Agreement; provided, however, that nothing herein shall restrict the County from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law. The County and/or Union will not discriminate against employees covered by this Agreement because of membership or non-membership in the Union.

DRAFT

ARTICLE 4 – SAVINGS CLAUSE

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

DRAFT

ARTICLE 5 – WORK STOPPAGES

There shall be no strikes, lockouts, work stoppages, slowdowns, mass resignations, sick-outs, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

1. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the County. Nothing herein shall restrict the County from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.
2. The Union recognizes that the County and the employees covered hereunder are responsible for and engaged in activities that protect the health and welfare of Seminole County citizens and, therefore, any violation of this Article would give rise to irreparable damage to the County and the public at large. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which constitutes a violation of this Article.

DRAFT

ARTICLE 6 – APPENDICES AND AMENDMENTS

Appendices and amendments to this Agreement (if any) shall be lettered or numbered, dated, and signed by the parties and shall constitute part of this Agreement.

DRAFT

ARTICLE 7 – PAYROLL DEDUCTION OF DUES

The County agrees to deduct Union dues and uniform assessments, including increases in dues and uniform assessments, from bargaining unit employees' salaries on a bi-weekly basis for the term of this Agreement. However, the County shall have no responsibility or any liability for any monies once sent to the Union, nor shall the County have any responsibility or liability for the improper deduction of dues. The Union shall indemnify the County and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the County to comply or attempt to comply with the provisions of this Article.

1. It shall be the responsibility of the Union to notify the County of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.
2. Any member of the Union may, on thirty (30) days' written notice to the County, require that the County cease making deductions from his/her wages. The County will notify the Union of any members who cease making deductions within five (5) business days of being made aware.
3. Deductions hereunder shall be pursuant to a properly executed dues deduction card or statement mutually agreed upon by and between the parties.

ARTICLE 8 – MANAGEMENT RIGHTS

1. Except as specifically restricted by the provisions of this Agreement, the County has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the sole and exclusive right to:
    A. Determine the purpose and organizational structure of the Department;
    B. Exercise control and discretion over the organization and efficiency of operations of the Department;
    C. Set minimum performance standards for services offered to the public;
    D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;
    E. Determine the location, methods, means, and personnel by which operations are to be conducted;
    F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Department;
    G. Transfer, assign, and schedule employees in positions within the organizational structure of the County and the Department;
    H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
    I. Decide the scope of services;
    J. Hire, examine, classify, and/or otherwise determine the criteria and standards of selection for employment;
    K. Fire, demote, suspend or discipline bargaining unit employees, consistent with the terms of this Agreement;
    L. Require a bargaining unit employee to submit to examination by a medical doctor (including a psychiatrist and/or psychologist), based upon the reasonable belief that the employee is unfit to perform any or all of his/her assigned duties;
    M. Promote and establish criteria and/or procedures for promotions within and outside the bargaining unit, and determine the number and types of positions in

each classification, grade, step, or designation in any plan which is or may be developed by the County;

N. Lay-off and/or relieve employees from duty due to lack of work, lack of funding, or any other reason, in accordance with County policies;

O. Recall employees in accordance with County policies;

P. Determine the starting and quitting time and the number of hours and shifts to be worked;

Q. Determine the allocation and content of job classifications; and determine all training parameters for all County positions, including persons to be trained and extent and frequency of training;

R. Formulate and/or amend job descriptions;

S. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever, in the sole discretion of the County, good business judgment makes such curtailment or discontinuance advisable;

T. Contract and/or subcontract any existing or future work;

U. Create, expand, reduce, alter, combine, assign, or cease any job;

V. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

W. Control the use of equipment and property of the County, and determine the number and classifications of employees assigned to any shift, station, or piece of equipment;

X. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;

Y. Take whatever action may be necessary to carry out the mission and responsibility of the County in unusual and/or emergency situations;

Z. Maintain the efficiency of the operations of the Department; and

AA. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

2. The above rights of the County are not all-inclusive but indicate the type and manner of rights that belong to and are inherent in the County. Any of the rights, powers, and authority that the County had prior to entering into this Agreement are retained by the County.
3. If the County fails or declines to exercise any one or more of the above rights from time to time, this will not be deemed a waiver of the County's rights to exercise any or all such rights.

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ARTICLE 9 – SUPERVISORY RESPONSIBILITY/CONFLICT OF INTEREST

It is agreed and understood that the individuals in the bargaining unit covered hereunder are supervisors whose primary duties oftentimes create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, the individuals covered hereunder must, at all times, act in the best interest of the County, the Department, and the citizens, as determined by County Management, the Fire Chief, and other authorized management officials. Accordingly, the individuals covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to, the following:

A. Supervising and overseeing a geographical area comprised of several stations and directing related operations, including the supervision of all personnel and the oversight and maintenance of all apparatus and equipment;
B. Supervising fire and rescue scenes and incidents, including the direction of personnel and equipment as required;
C. Assigning work duties to all subordinate personnel;
D. Reviewing and evaluating the performance of subordinate personnel;
E. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand, and counseling;
F. Training and/or administering the training of subordinate personnel, including precepting probationary firefighters and administering their recruit testing;
G. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees;
H. Enforcing all County and Departmental rules, regulations, policies, procedures, and guidelines, and making recommendations concerning revisions thereto;
I. Purchasing materials and equipment within policy guidelines and making recommendations concerning Departmental purchases;
J. Ensuring safety of personnel at the fire stations and other work sites and administering the Department safety program;

K. Timely and accurately completing all forms, reports, and other paperwork relating to fire and rescue operations, fire and rescue incidents, daily work and activities, and personnel matters;

L. Temporarily transferring subordinate employees to different assignments, as required;

M. Administering Departmental overtime and release from duty policies;

N. Overseeing the maintenance of station and apparatus inventory;

O. Overseeing the maintenance of station and equipment security;

P. Preparing budgets for their assigned programs;

Q. Administering and participating in public education programs;

R. Participating in committees, task forces, or other work groups, as assigned by the Department or the County; and

S. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and procedures, and/or assigned by appropriate management authority.

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ARTICLE 10 – RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all rules, regulations, policies, procedures, and operations bulletins of the County and the Seminole County Fire Department and any amendments thereto.
2. Should the County and/or the Department exercise its right to formulate, amend, revise, and/or implement any and all rules, regulations, policies, procedures, and operations bulletins, the County or the Department shall provide a courtesy copy of any new (or amended) rule, regulation, policy, procedure, or operations bulletin to the Union at least ninety-six (96) hours prior to implementation. Simultaneous with providing a courtesy copy to the Union, the County or the Department shall provide all members the new (or amended) rule, regulation, policy, procedure, or operations bulletin through electronic mail, telecommunication, and bulletin board posting, or any other appropriate means.
3. In the event the County or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operations bulletin, no bargaining unit employee shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure, or operations bulletin until the County and/or the Department has informed the Union of and posted such new or amended rule, regulation, policy, procedure, or operations bulletin in accordance with the above procedure. For the purpose of this Article, hand delivery or mailing to the President of Local 3254 or any other officer (including members of the Executive Board of Local 3254) shall be deemed service upon the Union. Mailing shall be effective upon deposit in the United States mail by the County or Department.

ARTICLE 11 – FILLING VACANCIES AND NEW POSITIONS

For the purpose of this Agreement, a Position Vacancy shall occur as a result of the permanent vacancy of a 40-hour or 56-hour shift Battalion Chief position due to retirement, resignation, termination, promotion, demotion, permanent reassignment, permanent disability, or death of the position incumbent. For the purposes of this Agreement, a New Position shall occur when a 40-hour or 56-hour shift Battalion Chief position is created as a result of organizational expansion, reorganization, position reclassification, new program, or new service. ("New Positions" shall not include positions acquired as a result of merger with another fire/rescue agency.) Position Vacancies and New Positions shall be filled according to the following provisions:

1. Employees hereunder currently in the position of Battalion Chief shall be given consideration in filling any Position Vacancy or New Position, provided they meet the minimum requirements for said position, as outlined in the County's official Position Job Description.
2. The current County policies and Departmental Operations Bulletin #02005 "Promotional Candidate Selection Procedure – Battalion Chief" regarding vacancies in and promotions to bargaining unit positions shall remain in effect for the term of the Agreement.
3. The Promotional Candidate Selection Procedure Operations Bulletin #02005 shall remain in effect and cannot be modified unless the Department and Union mutually agree to the change.
4. Position Vacancies or New Positions may be temporarily filled with a Lieutenant riding out of grade when an operational need is identified by the Fire Chief, provided they meet the minimum requirements of the position. Vacancies and New Positions shall be filled on a non-temporary basis as follows:
    a. Vacancies and New Positions shall be filled utilizing the current Battalion Chief promotional list;
    b. Lieutenants may be used when the current Battalion Chief promotional list has been exhausted; and

c. Lieutenants currently assigned to the Tech 1 position should be considered first when selecting Lieutenants to ride out of grade.

5. All members covered under this Agreement will be brought to the minimum pay for the rank of Battalion Chief or receive a 10% increase added to their base pay (not including incentives) whichever is greater upon their promotion to Battalion Chief.

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ARTICLE 12 – DISCIPLINE AND DISCHARGE

Suspension, demotion, termination, or any other disciplinary action shall be in accordance with the Code of Conduct and Disciplinary Action Policies set forth in the Seminole County Administrative Code provided the following is met and takes precedence.

1. All discipline and discharge shall be for just cause. For one (1) violation, there will be one (1) type of discipline.
2. The types of discipline shall be as follows:
    a. Discussion of the issue (not subject to grievance or arbitration)
    b. T.I.P.S. (from direct supervisor) (not subject to grievance or arbitration)
    c. Verbal Warning (not subject to arbitration, may grieve to the level of the Fire Chief)
    d. Written Warning
    e. Written Reprimand
    f. Placement on Probation (performance/misconduct)
    g. Suspension without Pay, not to exceed 5 working days
    h. Demotion
    i. Termination

Discipline will be progressive for like violations after an appropriate initial discipline is established. Initial discipline will depend upon the nature and severity of the infraction.

3. An employee suspended for disciplinary reasons without pay will be permitted the option to request the forfeiture of accrued vacation leave (PTO only) in lieu of a suspension without pay, provided the violation does not involve criminal activity.
4. Factors to apply when establishing discipline will be, but not limited to the following:
    a. Seriousness and circumstances of offense.
    b. Member's length of service; past record including his/hers performance and disciplinary records.
    c. The lapse of time since the employee last received disciplinary action; frequency of problem.

d. Consistency in similar County cases.

e. Advance communication efforts made to advise the employee of the problem.

f. Impact on the employee and implications for other employees.

g. Available justification and objective documentation to support the action, given an appeal.

Exception: First occurrence of a major offense where termination is appropriate.

5. Disciplinary actions shall be issued to the employee as soon after the violation as practicable and in no event shall it be more than five (5) of the employees regular shifts for 56 hour employees or five (5) full working days for 40 hour employees following the most recent basis of the discipline being known by the employee's immediate supervisor, unless a formal inquiry or administrative review is initiated or a state of emergency is declared. If the employee is absent from work on his/her 5th shift after the most recent basis of the discipline is known by the employee's immediate supervisor, the discipline will be issued on the first shift that the employee returns to duty.

6. If the Member has committed no offense requiring any disciplinary action for the period of time following when the initial discipline was issued as indicated below, the discipline will not be considered for progressive discipline.

a. Verbal Warning	One (1) year from date issued
b. Written Warning	Two (2) years from date issued
c. Written Reprimand	Three (3) years from date issued
d. Suspension	Five (5) years from date issued

~~5.~~

ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE

A. Bargaining unit employees will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

B. A "grievance" is a claimed violation of this Agreement or policies and/or procedures referenced by this Agreement, including, but not limited to, the claim that a discharge or other disciplinary action violated a specific provision of this Agreement.

C. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance.

D. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's supervisor within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the supervisor shall forward a copy of the grievance to the Fire Chief. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The supervisor shall, within ten (10) calendar days after presentation of the grievance, render his/her decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

STEP 2: Any grievance which cannot be satisfactorily settled in Step 1 above, shall then be taken up with the Deputy Chief of Administration or his/her

designee. The grievance, as specified in writing in Step 1 above, shall be filed with the Deputy Chief of Administration within ten (10) calendar days after the due date for the supervisor's response in Step 1 above. The Deputy Chief of Administration shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above, shall then be taken up with the Fire Chief or his/her designee. The grievance, as specified in writing in Step 1 above, shall be filed with the Fire Chief within ten (10) calendar days after the due date for the Deputy Chief of Administration response in Step 2 above. The Fire Chief shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Deputy Chief of Administration, and the Chief Administrator of the Office of Human Resources.

STEP 4: Any grievance which cannot be satisfactorily settled in Step 3 above, shall then be taken up with the County Manager or his/her designee. The grievance, as specified in writing in Step 1 above, shall be filed with the County Manager within ten (10) calendar days after the due date for the Fire Chief response in Step 3 above. The County Manager shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

If the grievant (whether it be the Union or an individual employee) is not satisfied with the County Manager's decision in Step 4 above, the grievant may request arbitration by hand delivery or by certified or registered mail of a written notice to the Chief Administrator of the Office of Human Resources within ten (10) calendar days of receipt of the County

Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issue upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure. As an alternative to arbitration, the grievant may utilize the appeals board procedure under the County's Personnel Policies, provided that such procedure is timely invoked after the issuance of the County Manager's decision. The following provisions shall apply to arbitration requests:

1. Within ten (10) calendar days from receipt of such notice of arbitration, the parties shall meet to select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall, within five (5) calendar days, jointly request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the County will alternately eliminate one at a time from said list of names until only one (1) remains, and this person will be the arbitrator. The County and the Union will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.
2. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the County, and the Union, in writing. It shall be the obligation of the arbitrator to make his/her best effort to rule within thirty (30) calendar days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share the cost. Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.
3. The arbitrator will confine his/her consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to substitute his/her judgment for that of management

and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable State and Federal laws and County Ordinances or Resolutions, except to the extent as specifically provided herein.

4. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. ~~The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement.~~ The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party met its burden of proving that the action by the non-grieving party violated a specific provision of this Agreement.
5. No decision of any arbitrator, or the County in any one case, shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.
6. It is agreed with respect to this grievance and arbitration procedure that:
    a. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
    b. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be

entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the County or by the Department, shall require the grievant to proceed to the next step, and failure to proceed on a timely basis to the next step shall bar the grievance.

7. Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.
8. Non-dues-paying bargaining unit employees may avail themselves of all the procedures under this Article.

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ARTICLE 14 – WORK SCHEDULES

1. Bargaining unit employees shall be assigned to either a 56-hour shift schedule (24/48 shift schedule) or a 40-hour non-shift schedule (7-day, non-shift schedule).
2. Nothing herein shall prohibit the Seminole County Fire Department from reassigning a bargaining unit employee from a 56-hour shift schedule to a 40-hour non-shift schedule (or vice versa), provided that the Department provides the bargaining unit employee with at least fourteen (14) calendar days' written notice of such change.
3. ~~The starting and stopping times for 56-hour shift Battalion Chief schedule shall be 0730.~~A notice of 90 days shall be given to the Union if the Department wishes to change starting and/or quitting times.
4. ~~Due to the starting and stopping time of 0730, the morning conference call will be held as close to 0730 as possible.~~

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ARTICLE 15 – TIME TRADES

All bargaining unit employees covered hereunder shall be permitted to engage in Time Trades, in accordance with existing Department policy applicable to Battalion Chiefs; provided, however, that no Time Trade shall result in interference with Departmental operations or additional costs to the County. Time Trades shall adhere to the following provisions:

1. Employees who become sick when scheduled to work a Time Trade shall have the time charged to their appropriate leave account.
2. There shall be no limitations on the duration of elapsed time between the affected work periods of employees involved in a Time Trade.
3. There shall be no limitation on the maximum time owed between employees.
4. The County shall have no responsibility to compensate any employee for time worked in connection with a Time Trade, should either party default on his/her obligation, for any reason.
5. Employees shall retain sole responsibility for engaging in Time Trades, accounting for such trades, tracking time owed, and ensuring positions are covered.

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ARTICLE 16 – SENIORITY

Seniority, for the purpose of this Agreement, is determined exclusively by the affected employee's "Time in Grade" as an employee of Seminole County (and any other fire/rescue agency with which the County has merged), serving continuously in the position of Battalion Chief (and equivalent position with any other fire/rescue agency with which the County has merged), subject to the following provisions:

1. The commencement point for "Time in Grade" shall be determined based upon the date the employee was last promoted, appointed, demoted, or reclassified to the position or classification of Seminole County Battalion Chief, or equivalent position with another fire/rescue agency with which the County has merged.
2. The duration of "Time in Grade" shall be the cumulative, continuous time served in the position of Battalion Chief as an employee of Seminole County, and any equivalent position with another fire/rescue agency with which the County has merged, from date of appointment to the current date.
3. Breaks in service as a result of Scheduled leave, Unscheduled leave, Workers Compensation leave, Leave Without Pay (not to exceed 180 days), and any type of leave utilized in conjunction with the Family Medical Leave Act shall be considered as continuous time served and will not negatively affect seniority.
4. Members with more "Time in Grade" shall have a higher seniority than those with less "Time in Grade."
5. If two (2) or more members have the same appointment date, the employee higher on the promotional list will be considered more senior.
6. For the purpose of this Agreement, Seniority shall be of consideration where specified in a particular article.

ARTICLE 17 – LIGHT DUTY

The current County policies and operations bulletins regarding light duty shall remain in effect for the term of this Agreement, provided that the following apply:

A. Light Duty shall be at the discretion of the Fire Chief and shall only be available to employees who cannot perform their regular job, due to injury or illness. Under no circumstances shall work or positions be "created" for the purpose of offering light duty opportunities. Employees seeking light duty due to a work-related injury or illness will receive priority over an employee seeking light duty due to a non-work-related injury or illness.

B. Light Duty must be consistent with the physical limitations prescribed by a physician who has treated/examined the employee and is fully aware of the nature and details of the employee's regular job duties.

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ARTICLE 18 – EXEMPT STATUS

1. The employees covered hereunder are exempt (salaried) employees who, from time to time, are required to work before or after (or in addition to) their normal work schedule in order to perform their job duties.
2. As exempt employees, the employees covered hereunder are not entitled to overtime pay for the work described in paragraph one (1) above; provided, however, that such employees are eligible to receive additional compensation for such work to the extent (and in the amount) prescribed by current Fire Department policy at a straight time rate if the work outside their normal work schedule exceeds ~~four~~ one (41) hour~~s~~ excluding routine holdovers while waiting for personnel that are enroute from another assignment.
    a. The only exception to the ~~four~~ one (41) hour requirement will be when filling a vacancy that is less than ~~four~~ one (41) hour~~s~~ for a member utilizing Union Time Bank hours.
3. In recognition of their exempt status, and in return for the agreed-upon wage adjustment, shift personnel (56-hour) governed by the terms of this Agreement shall be prohibited from taking PTO for partial shifts of less than 12 hours; PTO in excess of 12 hours must be taken as a full shift (24 hours).

ARTICLE 19 – WAGES

EFFECTIVE UPON CONTRACT EXECUTION, AND RETROACTIVE (IF APPLICABLE) TO ~~BEGIN THE PAY PERIOD IIN WHICH~~ OCTOBER 1ST~~,~~ 2025~~2022 FALLS~~

~~2023 Fiscal Year~~	2026~~4~~ Fiscal Year	2027~~5~~ Fiscal Year
~~Minimum - $72,017~~	Minimum - $~~72,017~~75,501.80	Minimum - $~~72,017~~76,917
~~Maximum - $115,227~~	Maximum - $~~115,227~~125,332.99	Maximum - $~~115,227~~127,683.35

A. Effective October 5th, 2025, all employees covered by this Agreement who have been employed for at least six (6) months as of that date shall receive an 8% increase to their base rate (not including incentives) of pay. An additional performance-based merit of 1% or 2% increase can be obtained if incentive evaluation criteria are met at the time of the employee's annual performance review.

~~A. Effective the pay period in which October 1st, 2022 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review.~~

B. Effective October 4th, 2026, all employees covered by this Agreement who have been employed for at least six (6) months as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance-based merit of 1% or 2% increase can be obtained if incentive evaluation criteria are met at the time of the employee's annual performance review.

~~B. Effective the pay period in which October 1st, 2023 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review.~~

~~C. Effective the pay period in which October 1st, 2024 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review.The county and Union have mutually agreed to an additional increase of 10.3% to their base rate (not including incentives) to be retroactive to the first pay period in which October 1, 2024 falls. Concurrently the minimum and maximum will increase to 7,086 – 118,537.~~

~~D.~~C. Forty (40) hour employees that work an extra assignment on shift, shall receive their forty (40) hour rate of pay.

~~E. A compression pool fund will be established to address identified circumstances vetted through Human Resources and Resource Management for evaluation and consideration. Criteria will be established with Union leadership. This is a one-time compression fix, not to exceed $7,000.~~

D. Wage increases (if any) of any kind subsequent to September 30, ~~2025~~2027, and thereafter shall be subject to negotiations by the parties. ~~However, the Union agrees in consideration of the additional 10.3% increase in the third year of this agreement, the next agreement will not exceed a term of more than two years.~~

ARTICLE 20 – ANNUAL PAID TIME OFF (PTO) LEAVE

1. Annual Paid Time Off (PTO) for 40-hour and 56-hour employees, in rank of Battalion Chief on the effective date of this Agreement, will be as follows:

PTO – Weekly Accrual		
Years of Service	40-Hour Employee	56-Hour Employee
0 - 5	3.1	7.4
5+ - 10	3.6	8.8
10+ - 15	4.1	10.2
15+ - 20	4.6	11.6
20+	5.1	13.0

2. Employees covered hereunder will be able to participate in the PTO Buy Back program as referenced in the County Policies and Procedures Manual, Member Benefits Section 501.0 (~~119~~); however, 40-hour employees may receive payment of up to 80 hours, and 56-hour employees may receive payment of up to 112 hours. Leave balance, as mentioned in the County Policies and Procedures Manual (40-hour employees, 240 hours leave balance; 56-hour employees, 336 hours leave balance), will apply to employees covered by this Agreement. Terminal leave may be taken at the end of employment and is limited to a maximum of one month (30 days). An employee may request terminal leave be approved at the time they announce retirement/resignation, or within three months of his/her DROP date. To be eligible for terminal leave, an employee must have completed 15 years of service and be in good standing.
3. Payment of Annual PTO Leave Upon Separation – Employees are eligible for a lump sum payment of their unused annual PTO leave upon separation, in accordance with the following:
    A. Employee has completed any applicable new hire or disciplinary probationary period. Employees who are serving a probationary period due to promotion shall be exempt from this requirement;

B. Employee submitted a written resignation no less than seven (7) calendar days prior to the effective date of separation;
C. Employee is separated in good standing;
D. Payment shall be based upon the employee's regular rate of pay at the time of separation; and
E. Payment of unused annual PTO leave upon separation shall not exceed 960 hours.

4. Bargaining unit members participating in the Florida Retirement System or a defined benefit pension with a Deferred Retirement Option Program (DROP) may receive payments of all unused accrued PTO leave, up to a maximum of 500 hours, upon entering the DROP. The hours paid out at that time shall be deducted from maximum number of hours which may be paid out at the time the bargaining unit member separates.
5. The maximum number of Battalion Chiefs permitted to be on leave per shift (56hr) will be three (3).
6. The following leave will not count towards the maximum number of 56-hour Battalion Chiefs permitted to be on leave:
   A. Workers' Compensation;
   B. Sick Leave Catastrophic;
   C. Sick Leave Bank;
   D. Bereavement Leave;
   E. Military Leave;
   F. Leave Without Pay for Military Reasons; and
   G. Union Time Bank.
7. Both parties agree emergencies occur; therefore, the Fire Chief or his/her designee may authorize leave usage beyond this limitation on a case-by-case basis. The decision of the Fire Chief or his/her designee shall not be grievable.

ARTICLE 21 – MISCELLANEOUS POLICIES

The following matters shall be governed by County policy and Departmental operations bulletins:

A. Maternity Leave;
B. Military Leave;
C. Jury/Witness Duty Leave;
D. Substance Abuse Testing;
E. Employee Assistance Programs;
F. Line of Duty Injury Pay;
G. No Smoking Policy;
H. Mileage Allowance/Reimbursement;
I. Recertification;
J. Outside Employment; and
K. Special Events Standby.

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ARTICLE 22 – RETIREMENT

Retirement benefits shall be governed by the provisions of the Florida Retirement System or a defined benefit pension plan in which the individual is an active and contributing member.

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ARTICLE 23 – INSURANCE

Health and life insurance benefits, except as mandated by the State law, shall be provided to bargaining unit employees in the same manner, levels, and contributions, as all other County employees.

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ARTICLE 24 – PHYSICAL AND MENTAL CONDITION

1. Employees covered hereunder shall be physically and mentally capable of performing their job requirements and duty assignments, as a condition of continued employment. The County, for good cause and at its own expense, may send the employee for this determination to a board-certified physician.
2. The determination, as to the physical capability of performing the job requirements and duty assignments, shall be valid only when proffered by a licensed and board-certified physician.
3. The determination, as to the mental capability of performing the job requirements and duty assignments, shall be valid only when proffered by a licensed and board-certified psychiatrist and/or licensed and board-certified psychologist.

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ARTICLE 25 – LABOR MANAGEMENT COMMITTEE

The Labor Management Committee shall meet as needed at times and places mutually agreed upon by the parties. The purpose of the meetings shall be to discuss employee relations and/or Departmental operations matters of mutual concern to the parties. The meetings shall be "off-the-record" in nature and shall not involve collective bargaining or the resolution of grievances under this Agreement or County policy. Statements made or actions taken by either party at the Labor Management Committee meetings shall be non-binding, unless reduced to writing and mutually executed.

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ARTICLE 26 – LIMITATIONS ON NEGOTIATIONS

This Agreement represents the entire agreement of the parties on all wages, hours, and working conditions which have been negotiated or could have been negotiated under the provisions of the Florida Public Employees Relations Act. Neither party may reopen this Agreement during its term to renegotiate or add any item unless such item is mutually agreed upon in writing, by and between the parties hereto.

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ARTICLE 27 – WORKING OUT OF CLASSIFICATION

If the member is temporarily appointed full-time to a higher level position for more than 14 calendar days, he/she will receive a temporary increase of 5% to his/her base pay, or the minimum of the higher pay grade, whichever is more, but not to exceed the maximum of the higher salary grade, effective the first day of the temporary appointment.

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ARTICLE 28 – SICK LEAVE BANK

Effective with the execution of this Agreement and upon mutual agreement of Local 3254 "B" Unit, members will become participants in the Firefighter Sick Leave Bank, subject to the provisions of Article 45 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit. For the duration of this Agreement, members will not be eligible for participation in the County Sick Leave Bank.

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ARTICLE 29 – HOLIDAYS

1. SHIFT PERSONNEL
   A. The current County policies and operations bulletins regarding holiday leave and pay shall remain in effect for the term of the Agreement. Should the Board of County Commissioners substitute a different holiday for a holiday presently designated, such substitution shall apply to the employees covered hereunder.
   B. Employees shall be eligible for holiday pay based on the official holiday, in lieu of the Board of County Commissioners' designated authorized holiday.
   C. Employees who are required to work are eligible for holiday pay for time worked, based on the official holiday in lieu of designated holiday.
   D. If a holiday is observed on a day which is a regularly scheduled day off for the member, he/she will receive an additional eight hours of straight time pay.
2. NON-SHIFT PERSONNEL

   The current County policies and operations bulletins regarding holiday leave and pay shall remain in effect for the term of this Agreement. Should the Board of County Commissioners substitute a different holiday for a holiday presently designated, such substitutions shall apply to the employees covered hereunder.

ARTICLE 30 – BEREAVEMENT LEAVE

Members shall, upon request, be granted up to 56 hours or 40 hours (whichever is applicable and corresponds to their work schedule) of bereavement leave with pay, within a fiscal year, due to death in his/her immediate family. Such requests must be approved by the Department Director. 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 Guardian, Brother-in-law, and/or Sister-in-law.

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ARTICLE 31 – WORKERS' COMPENSATION

Payment of workers' compensation benefits shall be made in accordance with Chapter 440, Florida Statutes. The County may, at its discretion, provide benefits that exceed the minimum requirements of Chapter 440, Florida Statutes.

1. For the purpose of calculating the workers' compensation "determination of pay", any approved leave that was taken during the calculation period will be considered as hours worked.
2. Employees removed from active duty by the County Physician, during the course of an annual physical or special physical, for treatment and/or further testing, shall utilize sick leave (if applicable and available) or paid time off, if such absence is not compensable under workers' compensation regulations. If it is determined that the County Physician's concerns were in error, the leave will be reinstated.

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ARTICLE 32 – SICK/CATASTROPHIC LEAVE

All earned sick leave will be maintained as a catastrophic account for the employee until exhausted or paid out. Catastrophic leave may be utilized only for known, extended sick leave occurrences (72 or greater consecutive hours for 56-hour employees or 40 or greater hours for 40-hour employees) associated with the personal illness or injury of the employee, or the employee's immediate family (employee, spouse, minor children and parents), when the medical necessity is substantiated by physician documentation. The County reserves the right to send an employee for a medical evaluation for verification of catastrophic leave usages in excess of 10 shifts. Any such medical evaluation will be paid fully at the County's expense.

Payment of Sick/Catastrophic Leave Upon Separation

1. Employee must submit written resignation no less than seven (7) calendar days prior to the effective date of separation.
2. Employee is separated voluntarily and in good standing.
3. Payment shall be made at the employee's regular rate of pay at the time of separation, and shall be based on the employee's years of service as follows:
    A. After 3 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 80 hours, whichever is less; or
    B. After 10 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 120 hours, whichever is less; or
    C. After 20 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 160 hours, whichever is less.
4. Any remaining sick/catastrophic hours may be transferred to the Sick Leave Bank or the Union Time Bank upon the employee's request.

1. Fifty-six (56) hour employees may receive payment for up to 112 hours of SLC hours annually, if they maintain a balance of at least 336 hours of SLC/PTO. Forty (40) hour employees may receive payment for up to 80 hours if they maintain a

balance of at least 240 hours of SLC/PTO. ~~The County will set the pat period date that the payment will be made. Payment of hours will be processed as an off-cycle payroll together with any PTO buy back.~~ Such payments will be processed, if requested by the employee during the first quarter of the fiscal year per the guidelines set by the County. This buy back provision does not prohibit employees from the PTO buy back provision. Payment of hours will be processed as an off-cycle payroll. Individuals may only submit one (1) request during the enrollment period.

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ARTICLE 33 – HEALTH BENEFITS

A. IAFF Local 3254 B-Unit shall follow the same Health Benefits Article as the A-Unit. ~~Health and life insurance benefits, except as mandated by State law, shall be provided to bargaining unit members in the same manner, including benefit levels and contributions, as all other County employees.~~

B. ~~Bargaining unit employees shall be provided annual "Fit for Duty" physicals. Any biometric screening required under the County's wellness program shall be conducted as part of these physicals. The results of the biometric screening portion of the physicals may be used to determine whether the bargaining unit employees have satisfied the biometric criteria under the County's wellness program.~~

C. ~~In the event that members covered in the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit receive a post-employment healthcare plan benefit, members covered in this Agreement shall receive the same benefit in the same manner.~~

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ARTICLE 34 – UNIFORMS AND EQUIPMENT

A. The current County policies and operations bulletins regarding uniforms and equipment shall remain in effect for the term of this Agreement; provided, however, that the County shall retain the right to regulate and/or restrict the use of County uniform items.

B. The annual uniform allowance for each member will be $~~500~~600.00 per fiscal year; this includes the shoe allowance of up to $~~175~~200.00.

C. The County will provide the initial uniform and equipment needs of new hires and promoted members, outside the above annual uniform allowance.

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ARTICLE 35 – EMPLOYEE RECOGNITION AND OTHER LEAVE

Employees covered under this Agreement shall receive the following employee recognition and miscellaneous leave benefits:

1. Service Recognition Leave. Employees are recognized for longevity of service based on total years of service. During the anniversary month, employees will receive Service Recognition leave as follows:

	56-Hour Employee	40-Hour Employee
5 years of service	1 shift off	1 day off
10 years of service	2 shifts off	2 days off
15 years of service	3 shifts off	3 days off
20 years of service and above (at five-year intervals)	5 shifts off	5 days off

Employees who receive Service Recognition Leave must use this time within one year of the applicable anniversary date. All time must be used in full shift/day increments (whichever is applicable). Upon separation of employment, employees will not receive payment for unused Service Recognition Leave.

2. Birthday Leave. Employees covered under this Agreement will receive 24 hours of Birthday Leave (8 hours for 40-hour employees) on their annual Birthday date. Birthday Leave must be used in full shift/day increments (whichever is applicable) and used within one year of employee's birthday.
3. Work Life Day Leave. Employees covered under this Agreement will receive 24 hours of Work Life Day Leave (8 hours for 40-hour employees) on January 1st of each year. Work Life Day Leave must be used in full shift/day increments (whichever is applicable) and used within the calendar year it is awarded.

ARTICLE 36 – DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of the Agreement by the Union and the Board of County Commissioners, except where otherwise provided in the Wages Article, and shall thereafter continue in full force and effect until September 30, ~~2025~~2027, subject to funding by the Board of County Commissioners. If the Board of County Commissioners does not fund any portion of this Agreement, the Agreement shall be administered in accordance with Section 447.309, Florida Statutes. Upon its expiration, this Agreement shall automatically be renewed from year to year, unless either party notifies the other that it desires to modify this Agreement. The notice to modify must be made in writing and sent to the other party by registered or certified mail or email no later than ~~April 2, 2025~~90 days prior to contract expiration. Furthermore, the notice to modify must include the title(s) of the Article(s) the party serving notice wishes to add, alter, or amend. Upon timely receipt of a notice to modify, the other party shall have twenty (20) days within which to provide written notification (by registered or certified mail or email) of the title(s) of the Article(s) it wishes to add, alter, or amend. All Articles not specified in a timely initial notification to modify or a timely subsequent notification to modify shall automatically be placed in the new Agreement without change.

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ARTICLE 37 – UNION TIME BANK

The "B" Unit Representative will be eligible to utilize Union Time Bank subject to the provisions of Article 51 of the Agreement between Seminole County Board of County Commissioners and Local 3254 "A" Unit.

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ARTICLE 38 – INCENTIVES

1. Battalion Chiefs will receive the following Special Operations Incentive pay for the number of hours of completed Department approved Special Operations coursework, subject to the approval process in paragraph 4 below. These incentive rates are not cumulative.

   Special Operations Incentive Rates:

0-79 hours	No Incentive
80-159 hours	$0.25 hr
160-239 hours	$0.50 hr
240-319 hours	$0.75 hr
320-399 hours	$1.00 hr
400-479 hours	$1.25 hr
480-559 hours	$1.50 hr
560-639 hours	$1.75 hr
640+ hours	$2.00 hr

2. Approved courses for the Special Operations Incentive will be subject to the provisions of Article 49 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit, specifically the sections titled:
   a. "Approved courses for SHOT Incentive – Technical Rescue"
   b. "Approved courses for SHOT Incentive – Hazardous Materials"
   c. "Approved courses for Tower Incentive"
3. Battalion Chiefs will receive the following Chief Officer Certifications/Credentialing Incentives, subject to the approval process in paragraph 4 below:
   a. Florida Certified Prescribed Burn Manager $0.25 per hour
   b. Executive Fire Officer (EFO) or CPSE CFO $1.00 per hour
   c. Will receive only one of the following incentives based on current level of certification:
      1. Live Fire Training Instructor 1 $0.25 per hour
      2. Live Fire Training Instructor 2 $0.50 per hour

d. Will receive only one of the following incentives based on current level of certification:

1.	Incident Safety Officer	$0.15 per hour
2.	Health and Safety Officer	$0.15 per hour
3.	Health and Safety Officer and Incident Safety Officer	$0.30 per hour
4.	State Certified Safety Officer	$0.50 per hour

e. Paramedic Incentive will be subject to the provisions of Article 49 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit, titled "Paramedic Incentive".

f. Will receive only one of the following incentives based on current level of certification:

1.	Fire Officer III	$0.25 per hour
2.	Fire Officer IV	$0.50 per hour

g. Will receive only one of the following incentives based on current level of certification~~. and must complete 50 inspections per year:~~

1.	Fire Inspector I	$0.~~25~~ 10 per hour
2.	Fire Inspector II	$0.~~50~~ 25 per hour

h. Fire Instructor III $0.25 per hour

4. Any bargaining unit member who wishes to be approved for any incentive pay shall submit a written memorandum to the Fire Chief (or designee) through their chain of command. The memorandum shall include a copy of the certificate of successful completion of the required department approved courses and certifications. The incentive shall commence the first day of the pay period following approval by the Fire Chief.
5. All incentives will be added to the employee's hourly base rate of pay; however, these incentive payments shall not be included in the base rate of pay in any calculation of percentage wage or salary increase.
6. All incentives will require biennial completion of a continuing education program and maintenance of the respective certifications/credentials in good standing, to continue

to receive any individual incentive. This program will be governed by any State and Federal requirements and a future Standard Operating Procedure that will be approved by the Fire Chief with comment from the Union. Those receiving incentive pay are subject to being assigned additional special projects in those areas.

7. 40-hour assigned members will have all incentives converted to a 40-hour rate of pay.

DRAFT

On behalf of the Seminole County Board of County Commissioners and the International Association of Firefighters, Local 3254 "B" Unit, the aforementioned Agreement has been duly executed this _____ day of _____, ~~2022~~2026.

For Seminole County:

_____

~~Bryant Applegate~~Darren Gray
~~Interim~~ County Manager

_____

Tricia Johnson
Deputy County Manager

Seminole County
Board of County Commissioners:

_____

~~Bob Dallari~~Andria Herr
Chairman

Attest:

_____

Grant Maloy

For International Association of Firefighters, Local 3254:

_____

_____Jonathan DiVita
_____President

_____

~~Matthew Hettler~~James Monhahan
"B" Unit Representative

DRAFT

Clerk of the Board of County Commissioners
Seminole County, Florida

DRAFT

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2026-0033

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming January 18 - January 24, 2026 as National CRNA Week in Seminole County, Florida **(Michael Tran, MSN, CRNA, APRN)**

PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING THE JANUARY 18 - 24, 2026, AS
NATIONAL CERTIFIED REGISTERED NURSE ANESTHETISTS WEEK
IN SEMINOLE COUNTY, FLORIDA

WHEREAS, Certified Registered Nurse Anesthetists (CRNAs), also known as nurse anesthesiologists or nurse anesthetists, are advanced practice registered nurses. Providing anesthesia care to patients in the United States for more than 150 years, CRNAs are among the nation's most trusted professions; and

WHEREAS, Legislation passed by Congress in 1986 made nurse anesthetists/anesthesiologists the first nursing specialty to be accorded direct reimbursement rights by Medicare; and

WHEREAS, CRNAs are primary anesthesia providers in rural and underserved communities and continue to be the primary providers of anesthesia care to U.S. military personnel; and

WHEREAS, CRNAs practice in every setting in which anesthesia is delivered—from traditional hospital surgical suites and obstetrical delivery rooms to critical access hospitals; from ambulatory surgical centers to the offices of dentists, podiatrists, ophthalmologists, pain managements specialists and more; and

WHEREAS, CRNAs are qualified to make independent judgements regarding all aspects of anesthesia care based on their education, training, board certification, and licensure; and

WHEREAS, CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients—from newborns to seniors—for every type of procedure in all types of facilities; and

WHEREAS, CRNAs' experience in critical care nursing in addition to anesthesia care, provides the training and education to address unique healthcare challenges of some of our sickest patients, including veterans.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida, that we do hereby proclaim the January 18 - 24, 2026, as:

NATIONAL CERTIFIED REGISTERED NURSE ANESTHETISTS WEEK IN SEMINOLE COUNTY , FLORIDA

ADOPTED this 13th day of January 2026

_____

Andria Herr, Chairman
Seminole County Board of County Commissioners

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

File Number: 2026-0040

Title:

Approve and authorize the Chairman to execute a Settlement Agreement and Mutual Release between Seminole County, CIC Construction Group USA, LLC, and Schenkel & Shultz, Inc. for the Fire Station #39 project. **(Kristian Swenson - County Manager's Office**)

Division:

County Manager Office

Authorized By:

Kristian Swenson, Assistant County Manager

Contact/Phone Number:

Kristian Swenson/407-665-7246

Background:

On October 12, 2020, Seminole County ("County") and Schenkel & Shultz, Inc. ("Architect") entered into an agreement for Architectural and Engineering Services for the Design of Seminole County Fire Station #39, which was authorized by Work Order No. 01, Work Order No. 01 - Amendment No. 01, and Work Order No. 01 - Amendment No. 02.

On April 20, 2023, the County and CIC Construction Group USA, LLC ("Contractor") entered into a construction contract for Fire Station #39.

The project is close to final completion; however, there are multiple pending issues on which the parties disagree, among them, Contractor's claims for an extension of time and additional fees incurred in connection with the construction contract.

To avoid the potential of lengthy and costly litigation, it is the intent of the parties to fully and finally settle the pending issues, as set forth in the Settlement Agreement and Mutual Release.

Requested Action:

Staff recommends the Board approve and authorize the Chairman to execute a

Settlement Agreement and Mutual Release between Seminole County, CIC Construction Group USA, LLC, and Schenkel & Shultz, Inc. for the Fire Station #39 project.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is made and entered into this ____ day of _____, 202___ ("Effective Date"), by and between Seminole County ("Owner"), CIC Construction Group USA, LLC ("Contractor"), and Schenkel & Shultz, Inc. ("Architect") (individually, referred to this in Agreement as "Party," collectively "Parties").

RECITALS:

WHEREAS, Owner and Architect entered into an agreement for Architectural and Engineering Services for the Design of Seminole County Fire Station #39, dated October 12, 2020, as further authorized by Work Order No. 01, Work Order No. 01 – Amendment No. 01, and Work Order No. 01 – Amendment No. 02 (collectively, "Architect's Contract Documents"); and

WHEREAS, Owner and Contractor entered into a construction contract dated April 20, 2023, for the construction of Fire Station #39 ("Construction Contract"); and

WHEREAS, there are multiple pending issues pertaining to the construction of Fire Station #39 on which the Parties disagree, among them, Contractor's request for an extension of time and additional fees incurred by Contractor in connection with the Construction Contract; and

WHEREAS, to avoid lengthy and costly litigation, it is the intent of the Parties to fully and finally settle the pending issues, as further set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of the Parties, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

2. **Contractor's Agreement**. Subject to the terms and conditions of this Agreement, Contractor agrees as follows, which shall constitute the full and final settlement and satisfaction of all claims, express or implied, by Contractor against Owner and Architect arising either directly or indirectly, from the Construction Contract:

a. Contractor agrees that the only remaining claims or potential change orders ("PCO") against Owner in connection with the Construction Contract, which includes but is not limited to, field orders, change orders, or the like, are generally described as:

i. PCO #62R1 – ACT in Room #137
ii. PCO #64R1 – Electrical T&M
iii. PCO #66 – Cord Reel Modification
iv. PCO #61 – Apparatus Bay Resurfacing
v. PCO #63R1 – Time Extension Request

vi. PCO #65 – Apparatus Bay Push Buttons

b. Contractor agrees to withdraw all claims and requests for an extension of time and additional fees, known or unknown, incurred in connection with the Construction Contract.

c. Contractor agrees to decrease its final payment under the Construction Contract by THIRTY-THREE THOUSAND TWO HUNDRED NINETY-SEVEN AND NO/100 DOLLARS ($33,297.00) ("Contractor's Settlement Amount"), which will reflect a final revised not-to-exceed Construction Contract amount of EIGHT MILLION THREE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS AND 74/100 ($8,355,227.74).

d. Contractor agrees that Contractor's Settlement Amount represents an equitable adjustment to the Construction Contract for all claims, including but not limited to, those specified in Section 2.a. of this Agreement and changes in the work from the Construction Contract. Contractor hereby waives all rights to file any additional claims of any nature in connection with the Construction Contract.

e. Contractor agrees to continue fulfilling its obligations under the Construction Contract, as specified therein, until completion, which includes but is not limited to bond obligations, completion of punch list items, and completing and submitting close-out documents. Contractor agrees to complete all Construction Contract obligations prior to making a request to Owner for final payment in accordance with the Construction Contract.

f. Notwithstanding this Agreement, Contractor assumes complete responsibility for all obligations, including but not limited to, the work and materials, pursuant to the Construction Contract. Prior to final payment by Owner, Contractor represents and warrants it has performed all work and furnished all materials in accordance with the Construction Contract, and in a manner specified therein, fully and completely; that it has paid for all the labor, materials, equipment, and services it has used or supplied; and that it has no outstanding and unpaid applications for payment, invoices, retentions, holdbacks, or unbilled work against Owner and Contractor's laborers, materialmen, or subcontractors in connection with the Construction Contract.

g. Contractor agrees to defend, indemnify, and hold harmless Owner, its commissioners, officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, for any claims by any of Contractor's employees, laborers, materialmen, or subcontractors relating to the Construction Contract.

h. Contractor guarantees all work required and/or performed under the Construction Contract according to the terms of the Construction Contract. In addition, Contractor agrees to adhere to the warranties and representations under the Construction Contract, and further assumes all risks associated therewith and shall perform all warranty work that may be required.

i. Notwithstanding this Agreement, this Agreement does not release, waive, impair, or otherwise affect any claims relating to Contractor's Construction Contract obligations and any claims relating to latent defects. As such, Owner reserves and retains all its rights and remedies

at law and equity against Contractor (and its surety, to the extent applicable) for damages and for corrections of any and all latent defects.

3. **Architect's Agreement**. Subject to the terms and conditions of this Agreement, Architect agrees as follows, which shall constitute the full and final settlement and satisfaction of all claims, express or implied, by Architect against Owner arising either directly or indirectly, from the Architect's Contract Documents through completion of Contractor's obligations under the Construction Contract:

a. Architect agrees to withdraw all claims, if any, in connection with Architect's Contract Documents.

b. Architect agrees to decrease its final payment for all services rendered pursuant to the Architect's Contract Documents through completion of Contractor's obligations under the Construction Contract in the amount of SIXTY-FIVE THOUSAND FOUR HUNDRED NINETY-NINE AND 20/100 DOLLARS ($65,499.20) ("Architect's Settlement Amount"). This decrease in Architect's final payment amount will reflect a credit due by Architect to Owner in the amount of TEN THOUSAND FOUR HUNDRED FIFTY-SIX AND 12/100 DOLLARS ($10,456.12) ("Credit"). The Credit must be paid by Architect to Owner via check payable to Seminole County no later than February 13, 2026.

c. Architect agrees that Architect's Settlement Amount represents an equitable adjustment to Architect's Contract Documents through completion of Contractor's obligations under the Construction Contract for all claims, including but not limited to, any changes from the Architect's Contract Documents or additional labor or fees incurred. Architect waives all rights to file any claims of any nature in connection with Architect's Contract Documents through completion of Contractor's obligations under the Construction Contract.

d. Notwithstanding this Agreement, Architect assumes complete responsibility for all obligations under Architect's Contract Documents until completion of Contractor's obligations under the Construction Contract. Architect agrees to complete all obligations fully prior to making a request for final payment in accordance with the requirements set forth in Architect's Contract Documents.

4. **Owner's Agreement**. Subject to the terms and conditions of this Agreement, Owner agrees as follows for full settlement and satisfaction of claims against Contractor and Architect as expressly stated below:

a. Owner agrees that the consideration of Contractor's Settlement Amount, the Architect's Settlement Amount, and Credit are and shall be deemed full and final satisfaction of any and all claims under the Construction Contract and Architect's Contract Documents against Contractor and Architect relating to an extension of time, fees, changes in the work, delay damages (such as, liquidated damages, third-party Owner's representative fees, Architect fees, and utility costs), and withholding of retainage, as any of the foregoing may be applicable to the respective Party.

5. **Dispute**. If a dispute arises under this Agreement, the alleging Party must provide notice to the other Parties requesting an informal meeting in accordance with Section 11 ("Notice") of this Agreement. If a dispute between the Parties cannot be resolved by an informal meeting within twenty-one (21) calendar days, excluding Owner-observed holidays, of the delivery of such notice, unless mutually agreed upon in writing to be extended by the Parties, the Parties must mediate such dispute. Each Party must share equally in the costs for mediation and must mutually agree to a Florida certified mediator and the location for mediation. The requirement to mediate is a condition precedent to filing a lawsuit.

6. **No Admission of Liability**. The Parties agree that this Agreement is not an admission of liability by any Party but is rather a compromise of disputed claims and liability, the express purpose of which is to settle existing claims relating to time and fees, preclude any additional claims, and avoid the uncertainties and costs of litigation.

7. **Mutual Release**. EFFECTIVE UPON FULL EXECUTION OF THIS AGREEMENT, THE PARTIES EXPRESSLY, RELEASE, RENOUNCE, ACQUIT AND FOREVER DISCHARGE EACH OTHER AND EACH OF THEIR RESPECTIVE COMMISSIONERS (AS APPLICABLE), OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, ASSIGNS, INSURERS, LENDERS, SERVICERS, PARTICIPANTS, PARTNERS, MEMBERS, SHAREHOLDERS, HEIRS, EXECUTORS, ADMINISTRATORS AND TRUSTEES FROM AND AGAINST ANY AND ALL CHARGES, CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, LIABILITIES OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER, WHETHER IN LAW OR EQUITY, FOR DAMAGES OF EVERY KIND, CHARACTER OR DESCRIPTION, LOSSES, COSTS, EXPENSES, ATTORNEY'S FEES, PENALTIES, COMPENSATION, CONSEQUENTIAL DAMAGES OR ANY OTHER THING WHATSOEVER PRESENTLY KNOWN OR UNKNOWN, FIXED OR CONTINGENT, FROM THE BEGINNING OF TIME TO AND INCLUDING THE DATE OF THE EXECUTION OF THIS AGREEMENT, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE EXPRESS PROVISIONS OF THIS AGREEMENT.

8. **Non-Disparagement**. Each Party agrees that, unless required to do so by a court of law in Florida, the representatives of each Party and the Party itself will not make any disparaging statements or representations irrespective of the means of transmission (e.g., by means of references or social media), either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about any other Party or any person or entity affiliated with the other Party. For purposes of this section, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates. This non-disparagement provision is material to this Agreement, and its violation shall constitute a breach of this Agreement.

9. **Limited No Bid Period for Contractor**. The Contractor agrees not to submit any bids or proposals to the Owner for a period of five (5) years from the Effective Date.

10. **No Waiver of Sovereign Immunity**. This Agreement is not to be construed as a waiver by Owner of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

11. **Notice**. 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, excluding Owner-observed holidays, 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 below, or such other address or to such other person as the respective Party may have specified by written notice to all Parties delivered according to this Section:

As to Owner:
Attention: Fleet and Facilities Director
205 W. County Home Road
Sanford, Florida 32773

With a Copy to:
Attention: County Attorney's Office
1101 E. First Street, Suite 3030
Sanford, Florida 32771

As to Contractor:
Attention: Jose Torrens, Vice President
3361 Rouse Road, Suite 135
Orlando, Florida 32817

With a Copy to:
CIC Construction Group USA, LLC
P.O. Box 29726
San Juan, Puerto Rico 00929-0726

As to Architect:
Attention: Daniel C. Laggan, Managing Partner
Schenkel & Shultz, Inc.
834 Orange Avenue
Winter Park, Florida 32789

12. **Construction**. The Parties participated in the drafting and preparation of this Agreement and each Party had the opportunity to seek and rely upon the legal advice of attorneys of their choosing. Therefore, the Agreement shall not be construed in favor of or against any Party on the basis that such Party did or did not draft this Agreement.

13. **Severability**. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

14. **Entirety of Agreement**. The Owner, Contractor, and Architect hereby represent that this Agreement, including all documents incorporated herein by reference (including, but not limited to, the Construction Contract, all its attachments, and any and all documents incorporated into the Construction Contract) constitutes the complete agreement between the Parties hereto. No oral understanding shall constitute any portion hereof.

15. **Authority**. The Parties hereto warrant that they are authorized to execute this Agreement on behalf of their respective entities.

16. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties hereto. The Parties do not intend by any provision hereof to create any third-party beneficiaries or to cover any benefit upon or enforce rights hereunder or otherwise upon anyone other than the Parties hereto.

17. **Modifications**. No change, addition, alteration, or amendments can be made to this Agreement unless made in writing and signed by all Parties to the Agreement.

18. **Governing Law, Jurisdiction, Venue, and Jury Trial Waiver**. 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. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

19. **Multiple Counterparts**. This Agreement may be executed in counterparts each of which shall be deemed an original.

20. **Headings**. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement, or any provisions hereof.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

WITNESSES

Witness

Damaris Encarnacion
Print Name

Witness

Paola Vitarry
Print Name

CIC CONSTRUCTION GROUP USA, LLC

By: _____
JOSE TORRENS, Vice President

Date: 1/7/2026

WITNESSES

Witness

Print Name

Witness

Print Name

SCHENKEL & SHULTZ, INC.

By: _____
DANIEL C. LAGGAN, Managing Partner

Date: 1/6/2025

ATTEST

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

SEMINOLE COUNTY

By: _____
ANDRIA HERR, Chairman

Date: _____

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

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0013

Title:

Approve and authorize the Chairman to execute a Resolution of the Board of County Commissioners of Seminole County, Florida, approving, solely for the limited purposes of Section 147(f) of the Internal Revenue Code, the expenditure of the proceeds of the Osceola County Housing Finance Authority ("OCHFA") not to exceed $27,500,000 of its Revenue Bond Series (San Jose Apartment Project) for the purpose of providing funds to finance a multifamily residential rental project (121 residential units) located in Seminole County at 2353 Winter Woods Blvd., Winter Park, Florida 32792, as further described in the Resolution; and providing an effective date. **(Kate Latorre, County Attorney)**

Division:

County Attorney Office

Authorized By:

Kate Latorre, County Attorney

Contact/Phone Number:

Kate Latorre/407-665-7257

Background:

This Resolution previously came before the Board and was adopted on December 10, 2024. However, the Internal Revenue Code and regulations provide that TEFRA approvals are generally valid for one year from the date of County approval. The project developer was unable to close on the bonds within this one-year period primarily due to the government shutdown which delayed HUD approval required for the issuance of the bonds. Therefore, adoption of a new Resolution is required.

The required public hearing was held by the OCHFA on November 20, 2025.

Approval of the Resolution does not obligate Seminole County to incur liability, pecuniary or otherwise, in the subject transaction.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution approving, solely for the limited purposes of Section 147(f) of the Internal Revenue Code, the expenditure of the proceeds of the OCHFA not to exceed $27,500,00.00 of its Multifamily Housing Revenue Bond Series (San Jose Apartment Project) for the purpose of providing funds to finance a multifamily residential rental project located in Seminole County at 2353 Winter Woods Blvd., Winter Park, Florida 32792.

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, GRANTING HOST COMMUNITY APPROVAL PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE EXPENDITURE OF THE PROCEEDS OF THE OSCEOLA COUNTY HOUSING FINANCE AUTHORITY OF NOT TO EXCEED $27,500,000 OF ITS MULTIFAMILY HOUSING REVENUE BONDS SERIES [TO BE DESIGNATED] (SAN JOSE APARTMENTS) FOR THE BENEFIT OF SAN JOSE PRESERVATION, LTD. OR ANOTHER ENTITY UNDER THE CONTROL OF SAME PARTIES AS SUCH ENTITY, TO PROVIDE FUNDS TO FINANCE A MULTIFAMILY RESIDENTIAL RENTAL PROJECT LOCATED IN SEMINOLE COUNTY; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the **OSCEOLA COUNTY HOUSING FINANCE AUTHORITY** (the "Authority") is a public body corporate and politic, duly organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, as amended and supplemented, and has been granted "area of operation" authority within Seminole County with respect to the financing of the San Jose Apartments (as hereinafter identified) pursuant to that certain Interlocal Agreement between the Authority and Seminole County, Florida (the "County"), dated as of October 22, 2024 and recorded in the Official Records of Seminole County, Florida in Book 10719 at Page 535 and in the Official Records of Osceola County, Florida in Book 6687 at Page 2451; and

WHEREAS, the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the applicable elected representative of a governmental unit having jurisdiction over the area in which the bond financed facility is located codified as Section 147(f) of the of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, such approval is to be given after a public hearing for which reasonable notice has been given; and

WHEREAS, San Jose Preservation, Ltd., a Florida limited partnership (the "Borrower") has requested the Authority to issue its Multifamily Housing Revenue Bonds (San Jose Apartments) (the "Bonds"), the proceeds of which would be used to (i) pay or reimburse the Borrower for the cost of acquisition and rehabilitation of a multifamily residential rental apartment project, known as San Jose Apartments (the "Project"), which consists of 121 residential units, to be occupied by persons of low, middle and moderate income, located at 2353 Winter Woods Blvd., Winter Park, FL 32792 within Seminole County, Florida; and (ii) pay a portion of the costs of issuance of the Bonds; and

WHEREAS, pursuant to its Resolution No. 2023-02 adopted by the Authority on September 17, 2024 (the "Inducement Resolution") the Authority granted its preliminary approval to the issuance of the Bonds to finance costs related to the acquisition and rehabilitation of the Project subject to satisfaction of certain conditions, including obtaining the approval of the Board of County Commissioners of Seminole County (the "Board"), as the "applicable elected representative" of the County, to the issuance of the Bonds for the purposes and in accordance with the terms of the Inducement Resolution and as required by Section 147(f) of the Code; and

WHEREAS, the Authority conducted a public hearing on November 20, 2025, notice of which hearing was published on November 11, 2025, in the Orlando Sentinel, attached hereto as Exhibit A, for the purpose of considering the issuance of the Bonds by the Authority, in accordance with the requirements of Section 147(f) of the Code. Said public hearing disclosed no reason why the Bonds should not be issued; and

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, that:

Section 1. Based solely and relying on the findings of the Authority contained in the Inducement Resolution, and without independent investigation by this Board, the Board, pursuant to, and in accordance with, the requirements set forth in Section 147(f) of the Code, hereby approves the issuance of the Bonds by the Authority, in one or more series at one or more times for the principal purpose of financing the costs of the Project.

Section 2. The Bonds shall not constitute a debt, liability or obligation of Seminole County (the "County"), the State of Florida (the "State") or any political subdivision or agency thereof other than the Authority, or a pledge of the faith and credit of the Authority, the County, the State or of any political subdivision or agency thereof, and neither the Authority, the County, the State nor any political subdivision or agency thereof will be liable on the Bonds, nor will the Bonds be payable out of any funds other than those pledged and assigned under the financing documents entered into between the Authority and the Borrower in connection therewith. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Bonds or any agreement executed in connection with the Bonds or the Project, or for any claim based thereon or otherwise in respect thereof, shall be had against any Board Member, the County Administrator, the Clerk, the County Attorney or any other County staff or professionals retained by the County in connection with the issuance of the Bonds, as such, past, present or future, either directly or through the County, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Board Members, the County Administrator, the Clerk, the County Attorney or any other staff of the County or professionals retained by the County in connection with the issuance of the Bonds, as such, under or by reason of the obligations,

covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Board Member, the County Administrator, the Clerk, the County Attorney or any other staff of the County or professionals retained by the County in connection with the issuance of the Bonds, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the County.

Section 3. The approval given herein is solely for the purpose of satisfying the requirements of Section 147(f) of the Code and shall not be construed as an approval of any necessary rezoning application or any regulatory permits required in connection with the issuance of the Bonds or the rehabilitation of the Project, and this Board shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard. Further, the approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, or (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds. This approval is subject in all respects to the delivery by the Borrower to the County of an Indemnification Certificate in the form attached to this Resolution as Exhibit B.

Section 4. The Authority is hereby authorized to request bond volume allocation for the Project from the regional allocation available to Seminole County, if needed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of January 2026.

BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
ANDRIA HERR, Chairman

Date:_____

EXHIBIT A

PROOF OF PUBLICATION OF PUBLIC HEARING NOTICE

EXHIBIT B

INDEMNIFICATION CERTIFICATE

INDEMNIFICATION CERTIFICATE OF THE BORROWER

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate of the Borrower and further represents, on behalf of San Jose Preservation, Ltd., a Florida limited partnership (the "Borrower"), the following (capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in that certain resolution adopted by the Board of County Commissioners (the "Board") of Seminole County, Florida (the "County") on January ___, 2026 (the "County Resolution")):

At the request of the Borrower, the Osceola County Housing Finance Authority (the "Issuer") proposes to issue an aggregate principal amount not exceeding $27,500,000 of its Multifamily Housing Revenue Bonds Series [to be designated] (San Jose Apartments) (the "Bonds"), the proceeds of which will be loaned to the Borrower for the principal purposes of (i) financing and reimbursing the costs of acquisition and rehabilitation of a multifamily residential rental facility and facilities directly related thereto of up to 121 units in a housing development located at 2353 Winter Woods Blvd., Winter Park, FL 32792 in Seminole County, Florida, and (ii) paying costs of issuance in connection with the Bonds (collectively, the "Project");

The issuance of the Bonds to finance the Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to, the economic growth of the County, (ii) will provide or preserve gainful employment within the County, (iii) will promote commerce within the State, and (iv) will serve a public purpose by providing additional affordable housing within the County;

The County will be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom;

In order to finance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");

The Borrower has requested the Board to approve the issuance of the Bonds for purposes of Section 147(f) of the Code; and

The County desires indemnification from the Borrower as a material inducement to granting the foregoing approval.

NOW THEREFORE, THE UNDERSIGNED BORROWER, DOES HEREBY: Agree to defend the County and its officials, employees, attorneys and agents and the members of the Board, and hold the County and its officials, employees, attorneys and agents and the members of the Board (singly and collectively, the "Indemnitee"), harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring (i) in connection with the issuance of the Bonds, or (ii) from and after the issuance of the Bonds through during the period of time the Bonds are outstanding, (a) the acquisition, if applicable, or operation of the Project by or on behalf of the Borrower, including in the case of any and all negligence of such Indemnitee, or (b) in any way growing out of or resulting from the Project or from the

issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Code, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State, including, without limitation, all costs and expenses of the County, including reasonable attorneys' fees, incurred in connection therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower has executed this Indemnification Certificate of the Borrower this 21st day of November 2025.

SAN JOSE PRESERVATION, LTD., a Florida limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a Delaware limited liability company, its general partner

By: _____
Name: Russell Condas
Title Vice President

[SIGNATURE PAGE | INDEMNIFICATION CERTIFICATE OF THE BORROWER]

Orlando Sentinel
MEDIA GROUP

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

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State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Nov 11, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 12 day of November, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped

7894629

Orlando Sentinel
MEDIA GROUP

MEETING NOTICE OF THE OSCEOLA COUNTY HOUSING FINANCE AUTHORITY

NOTICE IS HEREBY GIVEN that the Osceola County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its Multifamily Housing Revenue Bonds Series [to be designated] (San Jose Apartments) in an aggregate principal amount not to exceed $27,500,000 (the "Bonds"). The proceeds of the Bonds would be used to finance the rehabilitation by the owner, San Jose Preservation, Ltd., a Florida limited partnership or another entity under the control of same parties as such entity, of the following rental project:

PROJECT/LOCATION
AND DESCRIPTION

San Jose Apartments
2353 Winter Woods Blvd., Winter Park, FL 32792

Not to exceed $27,500,000 for an approximately 121unit affordable rental facility targeted to very low and lowincome households

The public hearing will be held at the following time and location:
10:00 a.m.
Thursday, November 20, 2025
Seminole County
County Services Building
1101 East First Street
Room 3026
Sanford, FL 32771

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before November 17, 2025.

Oral comments will be limited to no more than 10 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Osceola County Housing Finance Authority
c/o Jan A. Carpenter, Esq.
P.O. Box 3353
Orlando, FL 32802-3353

"If you need an accommodation in order to participate in this meeting, please call Equal Opportunity/ Professional Standards Department - (407) 836-5675 at least forty-eight (48) hours prior to the scheduled date and time of this forum."

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
11/13/2025 7894629

7894629

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0001

Title:

Award IFB-5122-25/MSM Fire Department Janitorial Supplies to Cypress Supply, Inc. Longwood, FL at an estimated annual amount of $105,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department - Fire

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Liduvina Torres/407-665-7117

Background:

IFB-5122-25/MSM will provide supply and delivery of janitorial supplies, cleaning detergents, and health and paper products to Fire Department Facilities.

The project was publicly advertised, and the County received eight (8) responses, one of which was determined to be nonresponsive. The Review Committee consisting of Kellen Erlandson, Financial Manager; Kevin Magluta, Technician-Fire Rescue; and Matthew Hettler, Deputy Chief Administrator, reviewed the responses considering product cost, reliability, and sustainability.

The Review Committee recommends award for this project to Cypress Supply, Inc., the lowest responsive, responsible bidder.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued by the County. The Agreement will take effect on the date of its execution and remain in effect for three (3) years. At the sole option of the County, the Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated usage amount for five years of service is $525,000.00. The budget for this item is in account BU#056100.

The attached backup documentation includes the Tabulation Sheet, Notice of Recommended Award, and the Award Agreement, including the scope of services, which has been provided as part of this agenda item.

Requested Action:

Staff requests that the Board award IFB-5122-25/MSM Fire Department Janitorial Supplies to Cypress Supply, Inc. at an estimated annual amount of $105,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement.

TABULATION OF BIDS RECEIVED

IFB-5122-25/MSM Fire Department Janitorial Supplies

Response Deadline: November 19, 2025 at 2:00 pm

SUBMITTED BIDS	
Vendor	**Total Bid Price**
Agni Enterprises, LLC (dba) Head to Heels Safety Supplies	$ 260,423.90
Cypress Supply, Inc	**$ 155,416.77**
GEN Supply Company	$ 181,196.19
Sid Tool Co. Inc.	$ 289,225.44
Staples Contract & Commercial, LLC	$ 164,659.38
Sunshine Enterprise USA, Inc	$ 246,460.92
Tonerpink, Inc [1]	$ 98,759.53
Vest Solutions Janitorial, LLC	$ 269,382.63

[1] Non-responsive – Vendor not registered in Sunbiz.

Recommendation and Notice of Intent to Award to: Cypress Supply, Inc having submitted the lowest responsive and responsible bid, is recommended for the award.

BOCC Meeting Date: January 13, 2026 - Request to approve and award an Agreement to the lowest responsive and responsible vendor.

Updated By: Liduvina Torres, Senior Procurement Analyst

Notice of Recommended Award

Recommendation of Award for:

Cypress Supply, Inc

To: Kellen Erlandson

By signing below, I acknowledge I have reviewed all bid documents for the above-referenced project, including the qualifications and pricing of the contractor recommended for award, above. Accordingly, I recommend award of the project to the contractor referenced above.

Review Committee Members:

Name: Kellen Erlandson

Signature: Kellen Erlandson Digitally signed by Kellen Erlandson Date: 2025.11.24 12:57:51 -05'00' Date: 11/24/2025

Name: Kevin Magluty

Signature: [signature] Date: 11/24/2025

Name: Matt Hetter

Signature: [signature] Date: 11/25/2025

Name:

Signature: Date:

Director: I acknowledge the recommendation of award made by the Department's Review Committee.

Name:

Signature: Date:

TERM CONTRACT FOR FIRE DEPARTMENT JANITORIAL SUPPLIES
(IFB-5122-25/MSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **CYPRESS SUPPLY, INC**, duly authorized to conduct business in the State of Florida, whose address is 668 Florida Central Parkway, Longwood, FL, 32750 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide janitorial supplies for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and

services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Bush Boulevard
Sanford, FL 32772

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver

by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, 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. CONTRACTOR 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.

(1) CONTRACTOR 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 CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR 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 CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance 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 CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR 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 D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, 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, CONTRACTOR 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, CONTRACTOR 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 or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(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, Employers' Liability, and Umbrella Liability coverages.

(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 CONTRACTOR 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, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. 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 CONTRACTOR 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 CONTRACTOR.

(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 and Umbrella Liability Policies, if required by this Agreement or Exhibit D, 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, 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, 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, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR 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) CONTRACTOR's insurance must cover CONTRACTOR 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 CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR 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 CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR'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 CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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 CONTRACTOR does not own automobiles, CONTRACTOR 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) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement 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.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

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

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall 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) CONTRACTOR shall provide COUNTY 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) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall 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.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410,**

PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

Section 26. 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 in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department.
150 Bush Boulevard
Sanford, FL 32772

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Cypress Supply, Inc
668 Florida Central Parkway
Longwood, FL 32750

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. **E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CYPRESS SUPPLY, INC

_____
Witness

By: _____

_____
Print Name

JAMES A. STREICH
Print Name

_____
Witness

PRESIDENT
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

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

05/16/2025
T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

Scope of Services

Overview

The Seminole County Fire Department is seeking proposals from qualified vendors to establish a contract for the supply and delivery of janitorial supplies, cleaning detergents, and health and paper products to its fire department facilities. Products will be ordered and supplied on an "as needed" or upon request basis throughout the contract period of performance.

Purpose

The purpose of this Solicitation is to receive competitive, sealed responses from qualified vendor(s) for the supply and delivery of Janitorial Supplies to the Seminole County Fire Department. This will be a single vendor contract awarded by Seminole County on behalf of the Seminole County Fire Department. Award will be based on the lowest cost and best valued as determined by the County. The contract will be established for an initial period of three (3) years, with the sole option for Seminole County to exercise two (2) one-year renewal periods, for potential total contract term of five (5) years. The initial contract term is anticipated to begin on February 6, 2026.

2.1 Vendor/Product Requirements

The selected vendor will be responsible for providing all requested products to all fire departments facilities specified in this contract.

2.1.1. Single Vendor Requirement:

- It is crucial that a single vendor supply all items requested under this contract to minimize administrative costs. Preference will be given to the vendor who can supply the majority of the items listed in the bid specifications.

2.1.2. Substitutions:

- The awarded vendor has the right to modify the manufacturer's part number submitted on the Bid document only if the Seminole County Fire Department is notified in writing of the substitution, and the replacement item's description and price remain the same.

2.1.3. Sample Request:

- The Seminole County Fire Department reserves the right to request samples of any item that is submitted as a "brand name or equal" to verify it meets the required specifications before purchase.

2.1.4. Defective or Non-Conforming Products

- The Fire Department will not accept any product or item(s) that is damaged or does not meet the specific standards.
- The vendor is responsible for replacing the rejected product within ten (10) calendar days of receiving notification from the Fire Department. The vendor shall also arrange for and cover all costs associated with the pick-up of defective products.
- If a defective product is not picked up within ten (10) calendar days after notification,

the Fire Department reserves the right to dispose of the product without any compensation to the Vendor.

2.2 **General Requirements**

2.2.1. Pricing:

- Bidders shall quote all items notated on the pricing sheet. (Exhibit C)
- All pricing submitted must be all-inclusive, covering the cost of the item, shipping, handling, and delivery to the designated destination point.
- Prices shall remain firm for the duration of the contract.

2.2.2. Delivery Location:

- The vendor will deliver all items to the primary delivery point during normal business hours unless otherwise specified and incorporated into the contract or purchase order document.
- The delivery point address: **203 Valentine Way, Longwood, FL 32750**.
- **Delivery Hours and Days: Monday – Friday, 8 am to 4 pm.**
- **Delivery Point of Contact: Kevin Magluta**
- In the event of a change to the primary delivery point, the vendor shall be notified by the Fire Department in writing (via phone call or email) as soon as the change is formally approved. The new delivery instructions will take effect on the date specified in the written notification.

2.2.3. Method of Ordering

- The county shall issue Purchase Orders against the contract on an as needed basis for the supplies listed on the Bid Proposal form.

2.2.4. Documentation

- All vendor documentation including invoices, packing slips, and delivery tickets, must clearly include the following information for each item:
  - Description of the item
  - Quantity
  - Manufacturing or Vendor Item Number
  - Unique Part Number (as assigned by the Seminole County Fire Department)

EXHIBIT B - SAMPLE

ORDER NUMBER: 99999

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	00/00/0000
REQUISITION	88888 - OR
REQUESTOR	
VENDOR #	99999
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

Cypress Supply, Inc.

CONTRACT PRICING

Line Item	Description	Manufacture #	Unit of Measure	Unit Cost
1	DISHWASHING DETERGENT, SINGLE PKT. 84/CA.	STE-708	cs.	22.26
2	FIREMAN'S FRIEND 27X17 CHAMIOS**	CLEAN-F-001	ea.	10.26
3	BODY & SHOWER LOTION SOAP 1000 ML, WHISK**	WSK-WL-175-L-8	ea.	61
4	HAND SCRUB GRIT W/PUMP 4 X lGAL	WSK-WP-290-M-4	ca.	134.12
5	AIR FRESHNER 12/1502, AEROSOL	NCL-2015	ca.	48.66
6	BRUSH, TOILET BOWL	BET-280621	ea.	3.66
7	TOILET BOWL CLEANER 9.5% 12/3202	ABC-652532FA	ca.	36.85
8	SOFT SCRUB W/BLEACH 12/3202	NCL-1725-45	ca.	40.8
9	DUST PAN RUBBER or PLASTIC	BET-410412	ea.	3.2
10	DRAIN OPENER 12/32 OZ	NCL-1760	ca.	40.2
11	T/B QUAT 12/3202	653732FA	ca.	42.56
12	SOS STEEL WOOL SOAP PADS 15/PK	CLO-88321	ca.	57.26
13	HAND BROOM FOR DUST PAN	BET-250608	ea.	5.66
14	WASP/ HORNET SPRAY 16FT 12/1102	ABC-460020FA	ca.	60.98
15	RIDEX ENZYME SEPTIC TREATMENT, 9.8 OZ	REC-80306	ea.	11.75
16	INSECT REPELLENT 12/8 OZ	N/B	ca.	90.38
17	PUSH BROOM HEAD MED/STIFF BRUSH - 24"	BET-100124	ea.	14.16
18	PUSH BROOM HEAD MED/SOFT BRUSH - 24"	BET-100324	ea.	13.98
19	WHISK BROOM	BET-440112	ea.	4.28
20	VEHICLE/TRUCK WASH BRUSH SOFT	BET-180210	ea.	11.88
21	UTILITY/POT SCRUB BRUSH NYLON 8" NYLON	BET-200708	ea.	6.14
22	MOP LOOPED 5" XL BLEND WHITE	GOL-ASB5XLW	ea.	7
23	TRIGGER SPRAYER 9"	BET-550610	ea.	0.75
24	SILICONE SPRAY 12/1302	ABC-451720SA	ca.	84.44
25	MAGUIAR'S QUIK WAX, 24 OZ	A1624	ea.	9.35
26	WORK BOTTLE 32OZ ROUND GRAD	BET-550732	ea.	0.75
27	MASKING TAPE 1" ROLLS	TAP-250MT1	rl.	3.99
28	MASKING TAPE 2" ROLLS	TAP-250MT2	rl.	4.66
29	FURNITURE POLISH 12/1802	NCL-2007	ca.	45.37
30	STEEL WOOL #116/PK/12 PK/CS	ACS-7004	ca.	55.33
31	HOUSEHOLD/ KITCHEN ROLL TOWEL30/CS	SOF-KT85	ca.	28.12
32	TOILET TISSUE 2 PLY 96/500/CS	MAR-NP-965004131	ca.	48.61
33	CAN LINER 24" X 24" 6MIC 1000/CS	CHD-S242406N	ca.	15.27
34	CAN LINER 38 X 58 2MIL 100/CS	CLD-3858BXXX	ca.	39.76

EXHIBIT C

Line Item	Description	Manufacture #	Unit of Measure	Unit Cost
35	TERRY CLOTH RAGS 10LBS, BOXED	RAG-WTP	ca.	19.2
36	TRUCK WASH 4 x 1 GAL	SUN-1011	ca.	40.53
37	VINEGAR, WHITE CASE/4 x 1GAL	RFP-VINEGAR	ca.	5.18
38	WINDOW CLEANER 12/32OZ	ABC-605132FADFE	ca.	27.56
39	BLEACH 6X1GAL	AUS-AIBLEACH	ca.	25.84
40	CELESTE HAND DISHWASHING DET 12/32 OZ.	ABC-644332SA	ca.	37.6
41	GREY UTILITY DUCT TAPE 2"X60 YD	TAP-DT60	rl.	12.35
42	BLACK ELECTRIAL TAPE 10PK 7MIL 3/4"X66'	TAP-EL66	pk.	21.5
43	VINEGAR, WHITE CASE/12 32 OZ	RFP-VINEGAR12	ca.	25.44
44	BRASSO METAL POLISH 8/8OZ**	REC-76523	ca.	26.33
45	STAINLESS STEEL CLEANER, OIL BASED, AEROSOL	ABC-450520FA	ea.	55.53
46	INSTANT FOAM HAND SANITIZER ALC H.S 12 X 47 ML 24/CS	WSK-WC-373-050-24	ca.	61.04
47	PINE QUAT 4x 1 GAL	NCL-0237-29	ca.	45.62
48	ROLL TOWEL NATURAL WHITE 31400 6/CS (3 SLOTS ON RO	VON-880BS	ca.	43.08
49	ENHANCE NEUTRAL CLEANER 4X1GAL	NCL-2519-29	ca.	34.61
50	PLASTIC CUPS 7 OZ. 25/100/CS	FAB-RK7	ca.	58.32
51	BETTER BRUSH WAREHOUSE BROOM 5 SEWN	BET-432028	ea.	11.81
52	WOOD HANDLE, 60" W/METAL THREADED TIP	BET-140460	ea.	5.15
53	MOP HANDLE QUICK CHANGE METAL TIP, WOOD HANDLE	BET-150160	ea.	11.43
54	LOBBY DUST PAN BROOM 2 SEWN 36"	BET-432009	ea.	3.68
55	WOOD HANDLE TAPERED END 60" 11/8 (for Squeege)	BET-140360	ea.	4.95
56	FUNNEL, PLASTIC 16 OZ	TOL-240113	ea.	2.13
57	PRO 12" WINDOW SQUEEGEE	ETT-2012	ea.	12.45
58	PLUNGER, 6" RED FORCE CUP	BET-510106	ea.	4.37
59	PLUNGER, 9" BLACK BALL TYPE	BET-510209	ea.	5.12
60	MOP BUCKET & WRINGER, WHEELED 35qt	BET-153035	ea.	68.91
61	BUG SCRUBBER, DOBI SCOTCH BRITE	AMER-554524	ea.	0.43
62	WO 40 12/11OZ CS	WDC-110078	ca.	119.96
63	SPONGE SCOTCHBRITE GREEN BACK 20/CASE	AMER-551011	ca.	21.2
64	SQUEEGE 24" HD	BET-270522	ea.	13.35
65	URINAL DEODERANTW/SCREEN 12/SC	FRH-12-SANI	ca.	25.09
66	WHITE WINGS LAUNDRY DETERGENT (250 PKS.)	2702198	bx.	50.81

** May not be substituted with other items.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

FIRE DEPARTMENT JANITORIAL SUPPLIES

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	Each 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 (Any Auto or Owned, Hired, and Non-Owned Autos)

~~ End Exhibit X ~~

EXHIBIT E

Agreement Name: CYPRESS SUPPLY, INC.

Agreement Number: IFB-5122-25/MSM

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-5122-25/MSM are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 11TH day of NOVEMBER, 20 25.

Notary Public State of Florida
Diana D Hoover
My Commission HH 419883
Expires 8/16/2027

JAMES A. STREICH
Consultant Name

By: James A. Streich
Print/Type Name: JAMES A. STREICH
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 11th day of NOVEMBER, 20___, by JAMES A. STREICH (Full Name of Affiant).

Notary Public State of Florida
Diana D Hoover
My Commission HH 419883
Expires 8/16/2027

Diana D Hoover
Print/Type Name DIANA D. HOOVER
Notary Public in and for the County
and State Aforementioned
My commission expires: 08/16/2027

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: James A. Streich

Title: President

Signature: James A. Streich Date: 11/11/25

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-5122-25/MSM

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Cypress Supply Inc. a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Cypress Supply Inc.

Authorized Signature: James A. Streich Date: 11/11/25

Printed Name: James A Streich

Title: President

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of November, 2025, by James A. Streich, as President on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

Diana D. Hoover
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Diana D. Hoover
My commission expires: 8/16/2027

Notary Public State of Florida
Diana D Hoover
My Commission HH 419883
Expires 8/16/2027

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Cypress Supply, Inc.

Signature: James A. Stroh

Printed Name: James A. Stroh

Title: President

Date: 11/11/25

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of NOVEMBER, 2025, by James A. Stroh.

(name of person making statement)

Notary Public State of Florida
Diana D Hoover
My Commission HH 419883
Expires 8/16/2027

Diana D. Hoover

Signature of Notary Public

Diana D. Hoover

Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

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

File Number: 2026-0016

Title:

Approve ranking and authorize staff to negotiate the Management Fee and Pre-Construction Services Fee in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute one (1) Agreement, and Work Order No. 1 for Pre-Construction Services under PS-6780-25/LNF - Construction Manager at Risk (CMAR) for Seminole County Medical Examiner's Office. Countywide (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department/Division - Fleet and Facilities

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Leticia Figueroa/407-665-7119

Background:

The County is undertaking the design and construction of a new Medical Examiner's Office to establish a dedicated, modern facility that will provide appropriate space and infrastructure to support forensic death investigations, ensure compliance with applicable standards, and enhance service to the community. The County elected to use the Construction Manager at Risk (CMAR) delivery method. This approach promotes early collaboration with the design team, provides opportunities for cost-saving strategies, and allows for a more controlled project schedule and budget. The facility is expected to be fully operational by March 30, 2029.

The Purchasing and Contracts Division, in accordance with applicable procurement laws and procedures, issued a Request for Proposals (RFP) PS-6780-25/LNF for Construction Manager at Risk (CMAR) services for the Seminole County Medical Examiner's Office on September 12, 2025.

The County received six (6) responses listed alphabetically below:

• Charles Perry Partners, Inc.
• D.E. Scorpio Corporation
• McCree Design Builders, Inc.
• Persons Services Corp.
• Saboungi Construction, Inc.
• Wharton-Smith, Inc.

The Evaluation Committee, consisting of Chad Wilsky, Fleet and Facilities Director; Anthony Maddox, Facilities Division Manager; Nick Brow, Facilities Development Manager; and Kristian Swenson, Assistant County Manager reviewed and evaluated the responses and agreed to interview three (3) firms.

The interview presentations by the three selected firms were evaluated based on the qualifications of their proposed construction teams, relevant project experience, and the teams' ability to align with the County's project goals.

Following a comprehensive evaluation and interview process, the evaluation committee recommends that the Board approve the ranking and authorize staff to negotiate the Management Fee and the Preconstruction Services Fee and execute Work order No. 1 for Preconstruction Services. The ranking is as follows:

1. Wharton-Smith, Inc.
2. D.E. Scorpio Corporation
3. Charles Perry Partners, Inc.

Following successful negotiation of the Guaranteed Maximum Price (GMP), staff will return to the Board at a later date to seek approval of the GMP and authorization for the Purchasing and Contracts Division to execute Work Order No. 2 for Construction Services and to execute and incorporate Appendix I into PS-6780-25/LNF Construction Manager at Risk (CMAR) for Seminole County Medical Examiner's Office.

Requested Action:

Staff requests the Board approve ranking and authorize staff to negotiate the Management Fee and Pre-Construction Services Fee in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute one (1) Agreement, and Work Order No. 1 for Pre-Construction Services under PS-6780-25/LNF - Construction Manager at Risk (CMAR) for the Seminole County Medical Examiner's Office.

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771
(407) 665-7116

TABULATION SHEET

PS-6780-25/LNF

Construction Manager at Risk (CMAR) Seminole County Medical Examiner's Office

RESPONSE DEADLINE: October 29, 2025, at 2:00 pm

Thursday, December 18, 2025

PROPOSALS RECEIVED

Vendor	Contact Info
Charles Perry Partners, Inc.	CPPI Team - marcom@cppi.com (352) 333-9292
D.E. Scorpio Corporation	Johnathan Wilkes - johnathan@scorpioco.com (407) 314-8652
McCree Design Builders, Inc.	Cindy McCree-Bodine – cindy.bodine@mccree.com (407) 898-4821
Persons Services Corp.	Olga Cala – olga@personservices.com (954) 616-5106
Saboungi Construction, Inc.	Mahmood Saboungi – mahmood@saboungiconstruction.com (386) 672-2077
Wharton-Smith, Inc.	Becky Lewellen – Blewellen@whartonsmith.com

Tabulated and Posted: Thursday, October 30, 2025, at 12:10 PM EST by Leticia Figueroa, Procurement Administrator

Evaluation Committee Meeting: Public Announcement posted November 10, 2025, for Thursday, November 20, 2025, at 8:30 AM EST at 1101 E. First Street, Sanford, FL 32771 County Manager's Conference Room 3026. The shortlist will be determined by the total average ranking of the firms after evaluations. Updated and posted November 20, 2025, at 12:30 PM EST.

Presentations and Interviews: December 15, 2025, at 8:30 AM EST, at 1101 East First Street, Sanford, FL 32771 County Manager's Conference Room 3024. Short listed firms listed alphabetically:

1. Charles Perry Partners, Inc.
2. D.E. Scorpio Corporation
3. Wharton-Smith, Inc.

Updated and posted November 20, 2025, at 2:00 PM EST

BCC Meeting – January 13, 2026 – Request to approve ranking and authorize staff to negotiate rates with the top-ranked firm in accordance with Florida Statute 287.055 CCNA (Updated and Posted, Thursday, December 18, 2025, at 3:30 PM EST) by Leticia Figueroa, Procurement Administrator.

1. Wharton-Smith, Inc.
2. D.E. Scorpio Corporation
3. Charles Perry Parnters, Inc.

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION - PHASE 1

PS No. PS-6780-25/LNF

Construction Manager at Risk (CMAR) Seminole County Medical Examiner's Office

RESPONSE DEADLINE: October 29, 2025 at 2:00 pm

Report Generated: Thursday, November 20, 2025

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
D.E. Scorpio Corporation	98 (1)	85 (2.5)	100 (1)	95 (2)	**94.5**	**1.63**
Wharton-Smith, Inc.	96 (2)	85 (2.5)	96 (2)	98 (1)	**93.75**	**1.88**
Charles Perry Partners, Inc.	88 (3)	90 (1)	92 (3)	85 (3)	**88.75**	**2.5**
McCree Design Builders, Inc.	70 (5)	65 (4)	58 (5)	65 (4.5)	**64.5**	**4.63**
Saboungi Construction, Inc.	75 (4)	55 (6)	58 (5)	65 (4.5)	**63.25**	**4.88**
Persons Services Corp.	67 (6)	57 (5)	58 (5)	62 (6)	**61**	**5.5**

We approve the above stated ranking based on total average rank and agree to shortlist the top 3 firms for presentations and Interviews:

Nick Brow _____

Anthony Maddox _____

Kristian Swenson _____

Chad Wilsky _____

Seminole County

Administrative Services - Purchasing & Contracts

Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

PS No. PS-6780-25/LNF

Construction Manager at Risk (CMAR) Seminole County Medical Examiner's Office

RESPONSE DEADLINE: October 29, 2025 at 2:00 pm

Report Generated: Thursday, December 18, 2025

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Wharton-Smith, Inc.	100 (1)	100 (1)	100 (1)	100 (1)	**100**	1
D.E. Scorpio Corporation	90 (2)	90 (2)	85 (2)	90 (2)	**88.75**	2
Charles Perry Partners, Inc.	85 (3)	80 (3)	66 (3)	85 (3)	79	3

We approve the above stated ranking and recommend award to the to-ranked firm based on the total average ranking of firms after presentations and interviews:

Nick Brow _____

Anthony Maddox _____

Chad Wilsky _____

Kristian Swenson _____

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

PS No. PS-6780-25/LNF

Construction Manager at Risk (CMAR) Seminole County Medical Examiner's Office

RESPONSE DEADLINE: October 29, 2025 at 2:00 pm

Report Generated: Thursday, December 18, 2025

PHASE 2

EVALUATORS

Name	Title	Agreement Accepted On
Nick Brow	Construction Manager	Nov 4, 2025 1:32 PM
Anthony Maddox	Division Manager Facilities	Nov 18, 2025 5:35 PM
Kristian Swenson	Assistant County Manager	Nov 20, 2025 8:09 AM
Chad Wilsky	Fleet and Facilities Director	Nov 12, 2025 7:03 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications of Proposed Project Team	Points Based	50 *(50% of Total)*

Description:

- **Utilization Ratio:** Provide an organizational chart with all supporting staff, provide current utilization; plus, anticipated utilization upon award of this project.

  Represent utilization in hours with percentages based on a 40-hour work week.

- **Meeting Availability:** Share anticipated availability for in-person impromptu meetings, identify personnel to be in attendance and communication structure. Provide examples of how Stakeholder meetings have been performed with great success on past projects, share the strategy to manage including the tools used to memorialize information.

  What is the firm's strategy to provide a "local" customer service experience with key personnel located beyond the Central Florida region.

- **Programming Interviews:** Define the firm's process for conducting the building needs assessment with Stakeholders. Outline the timeline and methodology of collecting and then reporting data. Identify key personnel assigned to the programming phase.

- **Schedule:** Provide a detailed schedule for both programming and design phase of the project. The measure of time shall be in weeks, hold four (4) weeks between each milestone deliverable for Stakeholder review.

Criteria	Scoring Method	Weight (Points)
Similar Project Experience	Points Based	50 *(50% of Total)*

Description:

- Highlight projects which align with a new medical examiner's office building with an integrated parking structure (if available). Also, highlight projects where this collective team have performed together. List the following criteria for each project:
  - Total Square Footage
  - Occupancy Type
  - Construction Cost
  - Design and Construction Schedule
  - Photographs *(interior and exterior)*
  - Role and Responsibility of each firm.
  - Key Personnel assigned to project.
- Share examples of challenges and measures to overcome, and the resulting lessons learned created from this outcome.

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
Wharton-Smith, Inc.	100 (1)	100 (1)	100 (1)	100 (1)	**100**	**1**
D.E. Scorpio Corporation	90 (2)	90 (2)	85 (2)	90 (2)	**88.75**	**2**
Charles Perry Partners, Inc.	85 (3)	80 (3)	66 (3)	85 (3)	**79**	**3**

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
McCree Design Builders, Inc. Excluded	0 (5)	0 (5)	0 (5)	0 (5)	0	5
Persons Services Corp. Excluded	0 (5)	0 (5)	0 (5)	0 (5)	0	5
Saboungi Construction, Inc. Excluded	0 (5)	0 (5)	0 (5)	0 (5)	0	5

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications of Proposed Project Team Points Based 50 Points (50%)	Similar Project Experience Points Based 50 Points (50%)	Total Score (Max Score 100)
Wharton-Smith, Inc.	50	50	100
D.E. Scorpio Corporation	46.3	42.5	88.75
Charles Perry Partners, Inc.	37.5	41.5	79
McCree Design Builders, Inc. Excluded	0	0	0
Persons Services Corp. Excluded	0	0	0
Saboungi Construction, Inc. Excluded	0	0	0

INDIVIDUAL PROPOSAL SCORES

Charles Perry Partners, Inc.

Qualifications of Proposed Project Team | Points Based | 50 Points (50%)

Nick Brow: 40

Team is qualified. Organizational Chart is provided.

Anthony Maddox: 40

Experience commercial project team with medical and laboratory experience.

Kristian Swenson: 30

Good tram but lacks the subconsultant component of others. Team experience is not as robust as others.

Chad Wilsky: 40

Experience team in medical and laboratory settings

Similar Project Experience | Points Based | 50 Points (50%)

Nick Brow: 45

Experience closely aligned to project.

Anthony Maddox: 40

Hospital and laboratory experience with minimal medical examiner office experience.

Kristian Swenson: 36

Good experience but not as robust as others.

Chad Wilsky: 45

Selected CM for Lee County MEO expansion. Partnered with MWL forensic expertise. St. Lucie MEO

D.E. Scorpio Corporation

Qualifications of Proposed Project Team | Points Based | 50 Points (50%)

Nick Brow: 45

Team is qualified. Organizational Chart is satisfactory.

Anthony Maddox: 50

Experienced commercial project personnel with direct medical examiner office experience.

Kristian Swenson: 45

Good experience of a great team. Not as much ME experience as others, plus the subconsultant team was larger.

Chad Wilsky: 45

District 7 Operations Manager is a consultant for the project. Project Management team has MEO experience with previous contractor

Similar Project Experience | Points Based | 50 Points (50%)

Nick Brow: 45

Experience closely aligned to project.

Anthony Maddox: 40

While personnel have direct medical examiner experience, the firm does not have direct medical examiner experience.

Kristian Swenson: 40

Good experience not a much as others

Chad Wilsky: 45

Similar and MEO project experiences shared

Wharton-Smith, Inc.

Qualifications of Proposed Project Team | Points Based | 50 Points (50%)

Nick Brow: 50

Team is well qualified. Organizational Chart is satisfactory.

Anthony Maddox: 50

Experienced commercial project personnel with direct medical examiner office experience.

Kristian Swenson: 50

Great team including subconsultants

Chad Wilsky: 50

District 7 Chief Medical Examiner and Operations Manager are consultants to project. Project Manager and Superintendent MEO experience. Director Operations WSI MEO experience.

Similar Project Experience | Points Based | 50 Points (50%)

Nick Brow: 50

Team provided closely related experience with great lessons learned to be applied to our project.

Anthony Maddox: 50

The firm has built multiple medical examiner offices.

Kristian Swenson: 50

Most experience of any of the presenters

Chad Wilsky: 50

Project team and firm experienced with several MEO facilities. Several projects shared and discussed.

McCree Design Builders, Inc.
(Excluded)

Qualifications of Proposed Project Team | Points Based | 50 Points (50%)

Nick Brow: 0

Anthony Maddox: 0

Kristian Swenson: 0

Chad Wilsky: 0

Similar Project Experience | Points Based | 50 Points (50%)

Nick Brow: 0

Anthony Maddox: 0

Kristian Swenson: 0

Chad Wilsky: 0

Persons Services Corp.
(Excluded)

Qualifications of Proposed Project Team | Points Based | 50 Points (50%)

Nick Brow: 0

Anthony Maddox: 0

Kristian Swenson: 0

Chad Wilsky: 0

Similar Project Experience | Points Based | 50 Points (50%)

Nick Brow: 0

Anthony Maddox: 0

Kristian Swenson: 0

Chad Wilsky: 0

Saboungi Construction, Inc.
(Excluded)

Qualifications of Proposed Project Team | Points Based | 50 Points (50%)

Nick Brow: 0

Anthony Maddox: 0

Kristian Swenson: 0

Chad Wilsky: 0

Similar Project Experience | Points Based | 50 Points (50%)

Nick Brow: 0

Anthony Maddox: 0

Kristian Swenson: 0

Chad Wilsky: 0

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Nick Brow	Construction Manager	Nov 4, 2025 1:32 PM
Anthony Maddox	Division Manager Facilities	Nov 18, 2025 5:35 PM
Kristian Swenson	Assistant County Manager	Nov 20, 2025 8:09 AM
Chad Wilsky	Fleet and Facilities Director	Nov 12, 2025 7:03 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications of Proposed Team	Points Based	30 *(30% of Total)*

Description:

- Provide qualifications and experience for staff proposed for this project, such as licenses and/or certifications. Resumes of key individuals may be included to demonstrate the skills necessary to complete this project.
- Identify and provide qualifications and experience of sub-consultants, relevant to this project. It is preferred for the sub-consultant to have worked with the prime consultant on previous projects and demonstrated their ability to be part of the design team.
- Provide an Organizational Chart depicting the team for this project to include roles and responsibilities in relation to the scope of this project. The organizational chart should include the location of each staff member that is proposed.

Criteria	Scoring Method	Weight (Points)
Similar Work Experience	Points Based	30 *(30% of Total)*

Description:

- Provide a list of similar projects, for which services have been successfully completed within the past ten [10] years which most closely match the scope of work within this project. List must include a brief description of the project, contact person, address, telephone number, e-mail addresses. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.
- Provide a maximum of five [5] verifiable references for similar services provided within the last ten [10] years on the form provided in Part 3 of the solicitation package. The contact person(s) listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact person(s) must have been informed that they are being used as a reference and that the County may be calling them on a valid phone number as provided. More than one [1] person can be listed, but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee design or construction oversight services performed by the prime Consultant. Consultants or Contractors who provided services under project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

Criteria	Scoring Method	Weight (Points)
Cost Analysis and Value Analysis	Points Based	35 *(35% of Total)*

Description:

- Cost Analysis: Identify strategies for estimating, monitoring, and controlling costs during both the preconstruction phase and construction phase of the project.
- Value Analysis: Outline framework and identify how your team measures projected costs against expected benefits. Provide successful examples of this process used on past projects.

Criteria	Scoring Method	Weight (Points)
Location of the Firm	Points Based	5 *(5% of Total)*

Description:
Provide the location of the firm's office that will support the activities under this Agreement. Regional firms whose physical address is located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive five (5) points. Firms located within the state of Florida will receive 2 points.

AGGREGATE SCORES SUMMARY

Vendor	Nick Brow	Anthony Maddox	Kristian Swenson	Chad Wilsky	Total Score (Max Score 100)	Total Average Rank
D.E. Scorpio Corporation	98 (1)	85 (2.5)	100 (1)	95 (2)	**94.5**	**1.63**
Wharton-Smith, Inc.	96 (2)	85 (2.5)	96 (2)	98 (1)	**93.75**	**1.88**
Charles Perry Partners, Inc.	88 (3)	90 (1)	92 (3)	85 (3)	**88.75**	**2.5**
McCree Design Builders, Inc.	70 (5)	65 (4)	58 (5)	65 (4.5)	**64.5**	**4.63**
Saboungi Construction, Inc.	75 (4)	55 (6)	58 (5)	65 (4.5)	**63.25**	**4.88**
Persons Services Corp.	67 (6)	57 (5)	58 (5)	62 (6)	**61**	**5.5**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications of Proposed Team Points Based 30 Points (30%)	Similar Work Experience Points Based 30 Points (30%)	Cost Analysis and Value Analysis Points Based 35 Points (35%)	Location of the Firm Points Based 5 Points (5%)	Total Score (Max Score 100)
D.E. Scorpio Corporation	28.3	28.8	32.5	5	**94.5**
Wharton-Smith, Inc.	27.3	28	33.5	5	**93.75**
Charles Perry Partners, Inc.	27.3	26.5	30	5	**88.75**
McCree Design Builders, Inc.	18.8	17.5	23.3	5	**64.5**
Saboungi Construction, Inc.	18.8	15	24.5	5	**63.25**
Persons Services Corp.	19.5	16.3	23.3	2	**61**

INDIVIDUAL PROPOSAL SCORES

Charles Perry Partners, Inc.

Qualifications of Proposed Team | Points Based | 30 Points (30%)

Nick Brow: 25

Local management team. Project Manager and Superintendent both have healthcare/medical office experience. No direct experience with MEO, except preconstruction manager. Team is qualified. Organizational Chart is satisfactory. MWL National Subject Expert on Team.

Anthony Maddox: 30

Project management team has great medical hospital experience

Kristian Swenson: 29

Good team

Chad Wilsky: 25

Project team experience focused on medical facilities

Similar Work Experience | Points Based | 30 Points (30%)

Nick Brow: 28

Direct experience constructing MEO for Lee County.

Anthony Maddox: 25

Medical hospital, Lee County medical examiner renovation.

Kristian Swenson: 28

Limited ME building experience but some

Chad Wilsky: 25

One MEO listed. Experience with medical facilities

Cost Analysis and Value Analysis | Points Based | 35 Points (35%)

Nick Brow: 30

Good understanding of project with a general approach to the work.

Anthony Maddox: 30

Lee County Case Study

Kristian Swenson: 30

ME VE suggestion but limited

Chad Wilsky: 30

Provided examples

Location of the Firm | Points Based | 5 Points (5%)

Nick Brow: 5

Seminole

Anthony Maddox: 5

Seminole

Kristian Swenson: 5

Seminole

Chad Wilsky: 5

Seminole

D.E. Scorpio Corporation

Qualifications of Proposed Team | Points Based | 30 Points (30%)

Nick Brow: 28

Local management team. Sr Project Manager and Project Manager both have direct experience with MEO, however under previous employers. Subject matter expert on Team.

Anthony Maddox: 25

Good project team experience related to commercial building experience.

Kristian Swenson: 30

Good team. Two team members with ME building experieince

Chad Wilsky: 30

Project management team experienced with MEO construction. Superintendent?

Similar Work Experience | Points Based | 30 Points (30%)

Nick Brow: 30

Direct experience constructing MEO for District 8. Staff have experience with District 7 (previous employer) and

Anthony Maddox: 25

District 8 ME and staff from District 7 ME

Kristian Swenson: 30

Previous ME experience along with staff experiences

Chad Wilsky: 30

Staff and firm experience with MEO construction and medical facilities

Cost Analysis and Value Analysis | Points Based | 35 Points (35%)

Nick Brow: 35

Excellent understanding of project with a clear approach to the work.

Anthony Maddox: 30

good approach

Kristian Swenson: 35

Provided good ME cost VE suggestions/discussion

Chad Wilsky: 30

Examples provided

Location of the Firm | Points Based | 5 Points (5%)

Nick Brow: 5

Orange

Anthony Maddox: 5

Orange

Kristian Swenson: 5

Orange

Chad Wilsky: 5

Orange

McCree Design Builders, Inc.

Qualifications of Proposed Team | Points Based | 30 Points (30%)

Nick Brow: 20

Team includes Executive, Estimator, Project Manager, and QA/QC only. Project Superintendent is omitted. Identification of project specific experience is omitted.

Anthony Maddox: 20

Good project team experience related to commercial building experience.

Kristian Swenson: 20

Qualified team but no ME experience

Chad Wilsky: 15

Specific MEO experience for the team was not provided

Similar Work Experience | Points Based | 30 Points (30%)

Nick Brow: 20

No direct experience constructing a MEO. Other healthcare facilities have been provided.

Anthony Maddox: 20

Medical office experience

Kristian Swenson: 15

No ME facility experience

Chad Wilsky: 15

MEO experience not provided. Project experience related to medical office building, fire station and nursing & rehabilitation center

Cost Analysis and Value Analysis | Points Based | 35 Points (35%)

Nick Brow: 25

A general approach to the work was provided.

Anthony Maddox: 20

General information provided

Kristian Swenson: 18

Generic analysis no specific ME examples

Chad Wilsky: 30

Examples provided

Location of the Firm | Points Based | 5 Points (5%)

Nick Brow: 5

Orange

Anthony Maddox: 5

Orange

Kristian Swenson: 5

Orange

Chad Wilsky: 5

Orange

Persons Services Corp.

Qualifications of Proposed Team | Points Based | 30 Points (30%)

Nick Brow: 20

Team is qualified. Organizational Chart is provided.

Anthony Maddox: 20

Good project team experience related to commercial building experience.1

Kristian Swenson: 23

Qualified team, but with limited ME experience. One team member has some ME experience from out of state and not even portrayed in the company experience.

Chad Wilsky: 15

Specific MEO experience for the team was not provided

Similar Work Experience | Points Based | 30 Points (30%)

Nick Brow: 20

No direct experience constructing a MEO. Project experience was provided.

Anthony Maddox: 15

Physician's office, but no hospital or medical examiner experience.

Kristian Swenson: 15

No ME experience

Chad Wilsky: 15

MEO experience not provided. Project experience related to medical office building, town hall and airport terminal

Cost Analysis and Value Analysis | Points Based | 35 Points (35%)

Nick Brow: 25

A general approach to the work was provided.

Anthony Maddox: 20

Good examples

Kristian Swenson: 18

Cost analysis and VE suggestions generic with no ME examples

Chad Wilsky: 30

Examples provided

Location of the Firm | Points Based | 5 Points (5%)
Nick Brow: 2
Broward
Anthony Maddox: 2
Broward
Kristian Swenson: 2
Broward
Chad Wilsky: 2
Broward

Saboungi Construction, Inc.

Qualifications of Proposed Team | Points Based | 30 Points (30%)
Nick Brow: 20
Team is qualified. Organizational Chart is provided.
Anthony Maddox: 20
The project team has many years of experience from a commercial building perspective.
Kristian Swenson: 20
Qualified team with no ME experience
Chad Wilsky: 15
Specific MEO experience for the team was not provided

Similar Work Experience | Points Based | 30 Points (30%)
Nick Brow: 20
No direct experience constructing a MEO. Project experience was provided.

Anthony Maddox: 10

Medical office experience, but no specific medical examiner building experience.

Kristian Swenson: 15

No ME building experience

Chad Wilsky: 15

MEO experience not provided. Project experience related to medical office building, fire station, and other types of facilities

Cost Analysis and Value Analysis | Points Based | 35 Points (35%)

Nick Brow: 30

Good understanding of project with a general approach to the work.

Anthony Maddox: 20

Creditable approach

Kristian Swenson: 18

Cost analysis without ME examples; generic

Chad Wilsky: 30

Examples provided

Location of the Firm | Points Based | 5 Points (5%)

Nick Brow: 5

Volusia

Anthony Maddox: 5

Volusia

Kristian Swenson: 5

Volusia

Chad Wilsky: 5

Volusia

Wharton-Smith, Inc.

Qualifications of Proposed Team | Points Based | 30 Points (30%)

Nick Brow: 28

Local management team. Project Precon Manager, Superintendent, and Assistant Superintendent all have direct medical office experience. No direct experience under Project Manager. Team is qualified. Organizational Chart is satisfactory. Subject matter expert on Team.

Anthony Maddox: 25

Experience in medical and healthcare.

Kristian Swenson: 28

Good qualified team with ME experience.

Chad Wilsky: 28

Superintendent's have MEO experience. Project Manager?

Similar Work Experience | Points Based | 30 Points (30%)

Nick Brow: 28

Direct experience constructing MEO for District 7. Other healthcare facilities have been provided.

Anthony Maddox: 25

District 7 ME

Kristian Swenson: 29

Has ME building experience

Chad Wilsky: 30

Staff and firm experience with MEO construction and medical facilities

Cost Analysis and Value Analysis | Points Based | 35 Points (35%)
Nick Brow: 35
Excellent understanding of project with a clear approach to the work.
Anthony Maddox: 30
Good case study on District 7 VE options
Kristian Swenson: 34
Good ME cost analysis and discussion
Chad Wilsky: 35
Examples provided

Location of the Firm | Points Based | 5 Points (5%)
Nick Brow: 5
Seminole
Anthony Maddox: 5
Seminole
Kristian Swenson: 5
Seminole
Chad Wilsky: 5
Seminole

CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT SEMINOLE COUNTY MEDICAL EXAMINER'S OFFICE

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CONSTRUCTION MANAGER AT-RISK (CMAR) BOILERPLATE AGREEMENT

CHAPTER 1
INTRODUCTION AND PROJECT OVERVIEW

THIS CONSTRUCTION MANAGEMENT AT-RISK SERVICES AGREEMENT ("the Agreement" or "Agreement for Construction Management Services") is dated as of the _____ day of _____ 20_____, by and between_____., duly authorized to conduct business in the State of Florida, whose address is _____1, in this Agreement referred to as "CONSTRUCTION MANAGER", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "OWNER" (collectively, "Parties," individually, "Party").

The authorized representatives and addresses of OWNER, CONSTRUCTION MANAGER and Professional are:

OWNER/PROJECT MANAGER:
Representative: Nick Brow, Facilities Development Manager
Address: 205 W. County Home Road
City, State, Zip: Sanford, FL 32773
Telephone: 407-665-5650
Email: nbrow@seminolecountyfl.gov

CONSTRUCTION MANAGER:
Representative: TBD
Address:
City, State, Zip:
Telephone:
Email:

PROFESSIONAL:
Representative: TBD
Address:
City, State, Zip:
Telephone:
Email:

The Project shall be identified as:

PROJECT TITLE: Construction Manager at Risk (CMAR) Agreement for the Seminole County Medical Examiner's Office
PROJECT LOCATION: Seminole County
PROJECT ID NUMBER: PS-6780-25/LNF

RECITALS

A. **WHEREAS**, OWNER desires to retain the services of a competent and qualified CONSTRUCTION MANAGER to provide construction management services for the Medical Examiner's Office ("the Project"), that will include two phases: (1) preconstruction phase services ("Preconstruction Phase"); and construction phase services ("Construction Phase"), each of which are more fully described in this Agreement; and

B. **WHEREAS**, the OWNER's engagement of the CONSTRUCTION MANAGER is based upon CONSTRUCTION MANAGER's representations to the Owner that CONSTRUCTION MANAGER (i) is experienced in providing construction management services for projects of similar size and complexity to the Project; (ii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located; (iii) is qualified, willing and able to perform construction management services for the Project; and (iv) has the expertise and ability to provide construction management services which will meet the OWNER's objectives and requirements and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project, all as set forth herein; and

C. **WHEREAS**, CONSTRUCTION MANAGER has certified that it is competent and qualified and desires to undertake the Work according to the terms and conditions stated in this Agreement, including all of its contractual documents; and

D. **WHEREAS**, OWNER intends to engage, or has engaged, one or more Design Professionals ("Professional") to perform architectural services and/or engineering services for the Project, including preparation of Site-specific Construction Documents, and may desire to have the CONSTRUCTION MANAGER involved in the selection process of such or other Professionals to ensure that their qualifications and capabilities align with the Project's objectives and requirements.

NOW, THEREFORE, for and in consideration of foregoing recitals and the mutual covenants and conditions contained in this Agreement, OWNER and CONSTRUCTION MANAGER agree as follows:

PROJECT DESCRIPTION/OVERVIEW

The CONSTRUCTION MANAGER is hereby tasked with providing construction management services under the at-risk model for the Construction of the Medical Examiner's Office. As described in greater detail herein, the Services provided by the CONSTRUCTION MANAGER for the Project shall consists of those performed at the Pre-Construction Phase and at the OWNER's discretion, the Construction Phase (each "Phase" or collectively the "Phases"). The estimated construction cost is $18,000,000.00.

The CONSTRUCTION MANAGER shall provide overall coordination, management, supervision, and scheduling of the work of each contractor/subcontractor so as to complete the Project in accordance with the OWNER's objectives of safety, cost, time, and quality. The CONSTRUCTION MANAGER shall serve under the at-risk model and shall be responsible for the preparation of bid packages, as well as all claims of any nature arising from subcontractors' exceedance of the initially

submitted bids, including but not limited to discrepancies in the scope of work or cost escalations. The CONSTRUCTION MANAGER shall promptly address and resolve any such claims and shall indemnify and hold the OWNER harmless from any liability, costs, or damages incurred as a result of these claims. The CONSTRUCTION MANAGER shall maintain accurate records to include direct and indirect costs of services and equipment, change orders, direct purchases, and both bidding and construction timelines. Other general duties shall include, but are not limited to, Preconstruction Services and Value Engineering, as defined herein.

At the OWNER's discretion, the CONSTRUCTION MANAGER, during the Preconstruction Phase may participate in the evaluation of proposals for the Design Professional ("Professional") and provide advisory services to OWNER. The CONSTRUCTION MANAGER shall provide input and recommendations during the selection process to ensure the Professional's qualifications align with the project requirements and objectives. This collaboration aims to ensure the selected Professional meets the project's design and constructability needs, facilitating a cohesive and efficient project delivery. Notwithstanding the foregoing, the OWNER has the right to engage a Professional independently prior to or concurrently with the engagement of the CONSTRUCTION MANAGER. In such instances, the CONSTRUCTION MANAGER shall collaborate fully and cooperatively with the OWNER's selected Professional, respecting and adhering to all design plans, specification, and directives provided by the Professional. The CONSTRUCTION MANAGER's responsibilities shall include the integration of the Professional's design into the Project and ensuring that all construction activities align with the Professional's specification.

CONSTRUCTION MANAGER shall not proceed with any work or any Phase, nor shall CONSTRUCTION MANAGER be entitled to any compensation for any such work unless and until OWNER has issued a written Notice to Proceed for that Phase. In entering into this Agreement, the Parties expressly agree that OWNER is under no obligation to issue a Notice to Proceed for any specific Phase.

ARTICLE 1
CONTRACT DOCUMENTS

1.1. The above referenced recitals are true and correct and are incorporated into this Agreement by reference. The Construction Management At-Risk Services Agreement with a Guaranteed Maximum Price ("the Agreement" or the "Agreement for Construction Management") includes and hereby incorporates in full by reference the following documents which are the "Contract Document(s)," including all exhibits, drawings, specifications, and documents herein, and attachments and addenda thereto:

This Chapter 1, Introduction and Project Overview, including the foregoing recitals, and the Project Overview (hereinafter "Chapter 1").

Chapter 2, Construction Manager's Required Services (hereinafter "Chapter 2").

Chapter 3, General Terms and Conditions (hereinafter "Chapter 3").

Appendices

Appendix A: Preconstruction Services Fees
Appendix B: Index of Preliminary Plans and Specifications for the Project
Appendix C: Schedule for Performance of Pre-Construction Services
Appendix D: Schedule of Required Insurance and Contractor's Certificate of Insurance for Pre-Construction Services
Appendix E: Schedule of Required Insurance for Construction of the Work
Appendix F: Construction Manager's Pre-Construction Services Team
Appendix G: Owner's Consultant's Chart
Appendix H: Required Form of Payment and Performance Bond
Appendix I: Authorization for Construction
Exhibit 1: Index of Final Plans and Specifications
Exhibit 2: Construction Schedule
Exhibit 3: Construction Manager's Project Team
Exhibit 4: Schedule of Values
Exhibit 5: Unit Prices
Exhibit 6: Construction Manager's Subcontractors and Suppliers Chart
Exhibit 7: Qualifications and Assumptions
Exhibit 8: Schedule of Allowances
Appendix J: Proposed Pricing Schedule

Any amendment or addenda executed by OWNER and CONSTRUCTION MANAGER hereafter; and

Approved Change Order(s) or field orders.

These documents, as outlined above, collectively form an integral part of the RFP package.

1.2. Documents not included or expressly contemplated by this Chapter, do not and shall not form part of this Agreement.

1.3. Capitalized terms used in this Agreement shall have the meaning ascribed to them in Chapter 3, Article 28, the Definitions section of this Agreement, unless otherwise specified.

1.4. The OWNER shall: *[Select and complete as appropriate]*

□ Furnish the CONSTRUCTION MANAGER with one (1) reproducible copy of the Construction Documents.

□ Furnish the CONSTRUCTION MANAGER with electronically formatted Construction Documents

× Not furnish the CONSTRUCTION MANAGER with a copy of the Construction Documents; provided, however, the CONSTRUCTION MANAGER may obtain copies of the plans and specifications from Professional, if any.

ARTICLE 2

NOTICES

2.1. Unless otherwise provided, all notices shall be in writing and considered duly given if the original is (i) hand delivered, including delivery by independent delivery service, including Federal Express, United Parcel Service or United States Postal Service; (ii) sent by U.S. Mail, postage prepaid; or (iii) emailed to the authorized representative provided by this Agreement. Notices hand delivered, delivered by independent delivery services, or emailed to the authorized representative designated by Agreement, shall be deemed given on the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

2.2. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For OWNER:

Seminole County Facilities Management Division
205 W. County Home Road
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONSTRUCTION MANAGER: TBD

For PROFESSIONAL: TBD

2.3. Either party may change the addresses or persons for receipt of notices by written notice.

SCOPE OF CONSTRUCTION MANAGER'S SERVICES

3.1. **General Scope of Services**. Upon execution of this Agreement, the CONSTRUCTION MANAGER shall commence the performance of Pre-Construction Phase Services ("Execution Date"), and upon execution of **Appendix "I,"** Authorization for Services, the CONSTRUCTION MANAGER shall commence the Construction Phase and/or Renovation Services, in accordance with the scheduled start date provided in Appendix I and the subsequent Notice to Proceed. The Parties acknowledge that (i) the OWNER, in its sole discretion, may determine that it shall not proceed with the Construction Phase; (ii) performance of the Pre-Construction Phase Services may overlap performance of the Construction Phase Services; (iii) categories of Work performed during the Construction Phase may be performed in separate phases; and (iv) payment of the CONSTRUCTION MANAGER for Pre-Construction Services shall be separate from payment, if any, for Construction Services.

3.1.1. **Scope of Pre-Construction Services**. The CONSTRUCTION MANAGER shall furnish and pay for out of the Pre-Construction Services Fee, all Pre-Construction Services required by this Agreement. All such services are hereinafter referred to "Pre-Construction Services" or "the Pre-Construction Phase."

3.1.2. **Scope of Construction Services**. Upon execution of Appendix I, Authorization for Construction, the CONSTRUCTION MANAGER shall furnish and pay for out of the Construction Price all Construction Services required by this Agreement. All such services shall hereinafter be referred to as "Construction Services" or "the Construction Phase."

3.2. **Self-Performance by the CONSTRUCTION MANAGER**. *[select as appropriate]*:

□ The CONSTRUCTION MANAGER shall not be allowed to self-perform any category of the Work without prior written approval of the OWNER.

× The CONSTRUCTION MANAGER shall be allowed to bid for subcontract work, and, if it is the lowest acceptable bidder of a minimum of three (3) competing bids, perform those categories of Work which the OWNER agrees, said categories to be incorporated into the Authorization for Construction (**Appendix "I"**).

□ The CONSTRUCTION MANAGER shall be allowed, with the prior written approval of the OWNER, to perform categories of Work for which there is no acceptable bidder or if a subcontractor fails to execute an acceptable contract with the CONSTRUCTION MANAGER.

3.3. **Term and Renewal**. The Construction Management At-Risk Services Agreement with a Guaranteed Maximum Price takes effect on the date of its execution by OWNER and shall remain in effect until completion of the Project, unless terminated earlier in accordance with this Agreement.

3.3.1. **Preconstruction Phase**. The Preconstruction Phase shall begin on the Execution Date and shall continue until all preconstruction services outlined in this Agreement are

completed to the satisfaction of OWNER. The estimated duration for the completion of preconstruction services will be determined at the time of the issuance of the Work Order for Pre-Construction Services. The CONSTRUCTION MANAGER shall complete all pre-construction services within this estimated duration, unless otherwise agreed in writing by OWNER. In the event the CONSTRUCTION MANAGER fails to complete the preconstruction services within the specified duration, the OWNER reserves the right to terminate this Agreement or to impose penalties as set forth in this Agreement.

3.3.2. **Construction Phase**. Upon the satisfactory completion of the Preconstruction Phase, and upon the execution of **Appendix "I", Authorization for Construction**, the Construction Phase shall continue until Substantial Completion and Final Completion as defined in this Agreement.

3.3.3. **Renewals**. If additional time is required to complete the Project, the OWNER and the CONSTRUCTION MANAGER may mutually agree to renew the term of this Agreement. Such renewals shall be documented in writing and shall specify the new completion date and any other terms and conditions relevant to the renewal. Continuation of the contract beyond the initial period and any renewal option subsequently exercised is an OWNER prerogative and not a right of the CONSTRUCTION MANAGER. This prerogative will be exercised only when such continuation is clearly in the best interest of the OWNER at OWNER's sole discretion. The prices stated herein shall prevail for the full duration of the initial contract term and any optional term subsequently exercised.

ARTICLE 4
COMPENSATION OF CONSTRUCTION MANAGER

4.1. **Compensation for Pre-Construction Phase**. The OWNER shall pay, and the CONSTRUCTION MANAGER shall accept, as full and complete payment for the CONSTRUCTION MANAGER's timely and complete performance of Pre-Construction Services, the Pre-Construction Services Fee. The compensation for Pre-Construction Services shall either be based on a lump sum fixed fee or a time and material not-to-exceed basis, as forth in **Appendix "A"**.

4.1.1. **Pre-Construction Service Fee – Payment**. CONSTRUCTION MANAGER shall render to OWNER, at the close of each calendar month, an itemized invoice and OWNER shall make payment as following: [*Select one of the following*]:

× The lump sum fixed Pre-Construction Services Fee shall be paid in accordance with Appendix "A." The lump sum fixed Pre-Construction Services Fee shall be set and paid pursuant to the time schedule in Appendix "C" when executed by the parties.

□ The time and material not to exceed Pre-Construction Services Fee shall be paid in accordance with the labor and material rates set forth in Appendix "C."

□ Other:

4.2. **Guaranteed Maximum Price**. As more particularly described in Chapter 2, Article 2, the

CONSTRUCTION MANAGER shall prepare and deliver to the OWNER, with a copy to the PROFESSIONAL, a Guaranteed Maximum Price ("GMP") proposal for which the CONSTRUCTION MANAGER proposes to provide Construction Services [*Select one (1) and complete as appropriate*]:

□ Upon completion of _percent (_____%) of the Construction Documents.
× Sixty (60) calendar days after 100% completion of the Construction Documents for the entire project.
□ No later than_____, 20__ .
□ Other:

If the GMP proposal is accepted by the OWNER, the CONSTRUCTION MANAGER shall execute **Appendix "I", Authorization for Construction**. An executed **Appendix I**, **Authorization for Construction**, and a subsequent Notice to Proceed, shall serve as written notice to the CONSTRUCTION MANAGER establishing the date construction is to commence ("the Commencement Date").

4.3. **Compensation for Construction Phase**. The OWNER shall pay, and the CONSTRUCTION MANAGER shall accept, as full and complete payment for Construction Services, the Construction Price as agreed by the parties ("the Construction Price"). The Construction Price shall not exceed the Guaranteed Maximum Price (GMP) agreed by the Parties. Any costs that would result in the Construction Price exceeding the GMP shall be the sole responsibility of the CONSTRUCTION MANAGER, with no obligation on the part of the OWNER to provide additional reimbursement.

4.3.1. **Construction Price – Amount**. The Construction Price shall include, and is limited to, the total of:

(i) Costs of the Work. The Costs of the Work for the Project as defined in Chapter 2, Article 2, Section 2.7.2.1 incorporated herein.

(ii) General Conditions. The OWNER shall pay, and the CONSTRUCTION MANAGER shall accept as complete payment for General Conditions, as defined in Chapter 2, Article 2, Section 2.7.2.2. The method of payment, however, shall be set forth in Appendix "I."

(iii) Fixed Management Fee. The OWNER shall pay, and the CONSTRUCTION MANAGER shall accept as complete payment for the performance of Construction Management Services, a negotiated fixed fee in the amount of _____ % of the GMP for the Project.

4.3.2. **Construction Price – Payment and Retainage**. Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act, and the terms of this Agreement. CONSTRUCTION MANAGER shall render to OWNER, at the close of each calendar month, an itemized invoice. The date on which payment is due shall be referred to as the "Payment Date."

4.3.2.1 For Projects with an estimated cost of less than $10 million. The OWNER or its agent shall, pursuant to Section 218.735(7), Florida Statutes, prepare and deliver to the CONSTRUCTION MANAGER a single list of items, including the estimated cost to complete each item, to be rendered complete, satisfactory, and acceptable within thirty (30) calendar days after reaching substantial completion. For projects having an estimated cost of $10 million or more, within thirty (30) calendar days, or, if extended by change order, up to sixty (60) calendar days after reaching substantial completion.

4.3.2.2 Multi-Phased Projects. For projects with multiple phases, the OWNER or its agent must provide for the development of a list of items required to render complete, satisfactory, and acceptable for each building, structure, or phase of the Project within the time limitations stated in subsection 4.3.2.1 above.

4.3.2.3 The final completion date must be at least thirty (30) days after the CONSTRUCTION MANAGER receives the list of items. If the list is not provided within the required timeframe, the final completion date shall be extended by the number of days the OWNER's delivery was delayed.

4.3.2.4 Failure of the CONSTRUCTION MANAGER to include any corrective work or pending items not yet completed on the list developed pursuant to this section does not alter the responsibility of the CONSTRUCTION MANAGER to complete all construction services set forth herein. If a good-faith dispute exists as to whether one or more items have been completed pursuant to this Agreement, the OWNER may continue to withhold an amount not to exceed one hundred fifty percent (150%) of the total costs to complete the remaining items. The CONSTRUCTION MANAGER's project representative shall be required to review these estimates with the OWNER and sign the estimate in agreement.

4.3.2.5 Retainage shall be released as set forth in Section 218.735, Florida Statutes.

4.4. **Billing and Payment: Preconstruction and Construction Services**. CONSTRUCTION MANAGER shall render to Owner, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

(i) The name and address of CONSTRUCTION MANAGER

(ii) Contract Number.

(iii) A complete and accurate time record of services performed by CONSTRUCTION MANAGER for all services performed by CONSTRUCTION MANAGER during that month and for which Owner is billed.

(iv) A description of the services rendered, corresponding to the 1/10 time increment, with sufficient detail to identify the exact nature of the work performed. As an example of

the specificity required, it would not be appropriate to list the service performed simple as "research." Instead, it is required that the specific matter being researched be specified in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it as reasonable.

(v) Any such information as may be required by this Agreement or requested by OWNER from time to time.

4.4.1. Submittal Instructions for invoices are as follows:

(i) The original invoice must be emailed to:
AP@SeminoleClerk.org

(ii) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

(iii)A copy of the invoice must be sent to:

Seminole County Facilities Management Division
205 W. County Home Road
Sanford, FL 32773

4.4.2. OWNER shall make payment after OWNER's review and approval and within thirty (30) days of receipt of a proper invoice from CONSTRUCTION MANAGER.

4.5. **Compensation for Change Orders**. Amounts owed by the OWNER to the CONSTRUCTION MANAGER, and the amount of the GMP for Construction Services for the Project established in the executed **Appendix "I," Authorization for Construction**, shall only be adjusted by duly authorized Change Orders.

4.5.1. **Change Order – Increase in Scope or Costs.** For change orders increasing the CONSTRUCTION MANAGER's scope of services or costs, the CONSTRUCTION MANAGER shall be compensated in the amount of the Cost of the Work added by the Change plus the CONSTRUCTION MANAGER's Management Fee in the amount as set forth above.

4.5.2. **Change Order – Decrease in Scope or Cost.** For change orders decreasing the CONSTRUCTION MANAGER's scope of services or costs, the OWNER shall receive a credit in the amount of the Cost of the Work which is decreased by the Change plus a deduction of the CONSTRUCTION MANAGER's Management Fee in the amount as set forth above.

4.5.3. **Change Orders and General Conditions.** For the purposes of Changes to the Work, those items described in Chapter 2, Article 2, Section 2.7.2.2 (General Conditions) shall not be included in the calculation of the increased or decreased Cost of the Work unless the Change directly increases or decreases the cost of a line item therein in a direct and documentable manner and, in that case, only the line item directly increased or decreased shall be included in the calculation. An increase or decrease in the scope of supervisory or staff personnel's responsibility shall not be considered to increase/decrease the cost of line items relating to supervisory or staff personnel.

4.5.4. **Change Orders for Extension of Time.** If the project duration is impacted for excusable delays such as abnormal weather, OWNER delays, etc., CONSTRUCTION MANAGER is entitled to request a change order for consideration within fifteen (15) days of the delay event, for time which shall be the sole remedy. After fifteen (15) days of the delayed event, the CONSTRUCTION MANAGER waives any right to claim. The OWNER shall respond in writing to the CONSTRUCTION MANAGER's claim within fifteen (15) days of receipt, or such longer period as may be mutually agreed, either approving or denying the claim. Any adjustment to the Contract Price or Contract Time resulting from such claim shall be authorized by Change Order.

4.5.5. **Change Order – Disputed.**

(i) If the CONSTRUCTION MANAGER disputes a change order decision pursuant to Chapter 3, Article 9, Section 9.7, it must give the OWNER its written notice of dispute, including the reasons, therefore, within seven (7) calendar days of the disputed decision.

(ii) For change orders directed by a Professional to be performed by the CONSTRUCTION MANAGER on a time-and-materials basis pursuant to Chapter 3, Article 9, Section 9.5.1, the OWNER shall pay the CONSTRUCTION MANAGER the actual reasonable incurred cost and expenses paid to those subcontractors and suppliers performing the Work plus the CONSTRUCTION MANAGER fee.

4.6. **Time is of the Essence**. Both the OWNER and CONSTRUCTION MANAGER acknowledge that time is of the essence in this project. The OWNER requires beneficial occupancy of the building at the conclusion of each phase to sustain normal operations. Failure to achieve timely occupancy will result in additional costs for the OWNER. Hence, the liquidated damages specified in this paragraph are not considered penalties but are designed as a mechanism for the OWNER to cover the additional costs incurred due to any delays. Liquidated Damages. If liquidated damages are assessed pursuant to Chapter 3, Article 17, such damages shall be imposed where the delay to the Substantial or Final Completion date is due to the fault of the CONSTRUCTION MANAGER. For failure to meet Substantial Completion, liquidated damages shall be calculated at the following daily rates as specified in the table provided. For failure to meet the Final Completion Date, liquidated damages shall be calculated at the full daily rate.

4.7. **Limitations on OWNER's PROJECT MANAGER**. The OWNER's PROJECT MANAGER is limited in their authority to authorize changes to the Scope of Services. They may only approve modifications that fall within their specific authorization level, as established during the Agreement's approval process, and in accordance with OWNER's Procurement Policies and Procedures. Any changes that exceed these established limits require prior approval from the Board of County Commissioners. The CONSTRUCTION MANAGER must not rely on any approvals from the PROJECT MANAGER that go beyond these established limits, and any such reliance will be deemed unreasonable. A copy of the Procurement Policies and Procedures will be provided upon request.

ARTICLE 5
SPECIFIC INSURANCE REQUIREMENTS

5.1 **Insurance Requirements.** All insurance obligations under this Agreement, including the types of coverages and minimum limits of liability required, shall be governed by the provisions set forth in Chapter 3, Article 21. The CONSTRUCTION MANAGER shall adhere to the insurance requirements as outlined in that section.

5.2 **CONSTRUCTION MANAGER's Obligations.** The CONSTRUCTION MANAGER shall provide insurance as required by Chapter 3, Article 21, and in accordance with the terms set forth therein. The OWNER will communicate and cooperate with the CONSTRUCTION MANAGER and the CONSTRUCTION MANAGER's insurance broker, as required.

5.2.1 In accordance with Chapter 3, Article 21, the CONSTRUCTION MANAGER shall purchase and maintain at all times that it is performing services under this Agreement from a company or companies authorized to do business in the State of Florida, insurance policies containing the types of coverages and minimum limits of liability as set forth in **Appendix "D"** and **Appendix "E,"** protecting against claims that may arise out of or result from the performance or non-performance of services under this Agreement.

ARTICLE 6
PERSONNEL, SUBCONTRACTOR, SUPPLIER AND CONSULTANT CHARTS

6.1 Pre-Construction Service Team. Attached hereto as **Appendix "F"** is the CONSTRUCTION MANAGER's Personnel Chart for Pre-Construction services, which lists by name, job category, and responsibility, the CONSTRUCTION MANAGER's primary employees who will perform those services.

6.2 Construction Service Team. In addition, during the performance of Pre-Construction Services, the CONSTRUCTION MANAGER shall provide the OWNER with the CONSTRUCTION MANAGER's Personnel Chart for Construction, as described in Chapter 2, Article 2, Section 2.7.5.11.

6.3 OWNER's Approval of Service Teams. The OWNER shall review and approve the personnel chart prior to the commencement of the Work, both for Pre-Construction and Construction. The OWNER reserves the right to request the immediate replacement of any

personnel, with or without providing reasons, and the CONSTRUCTION MANAGER shall propose the replacement within 48 hours for the OWNER's review and approval. With respect to both lists, the CONSTRUCTION MANAGER shall promptly inform the OWNER in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The OWNER shall have the right to reject any proposed replacement for good cause.

6.4 CONSTRUCTION MANAGER's Subcontractors and Suppliers. During the performance of Pre-Construction Services, the CONSTRUCTION MANAGER shall provide the OWNER with the CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart, as described in Chapter 2, Article 2, Section 2.7.5.10. The Chart shall list by name and general Project responsibility each entity that will be utilized by the CONSTRUCTION MANAGER to provide goods or services with respect to the Project. The CONSTRUCTION MANAGER shall promptly inform the OWNER in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The OWNER shall have the right to reject any proposed replacement for good cause.

6.5 **OWNER's CONSULTANT CHART.** The OWNER shall prepare and attach as **Appendix "G"** to this Contract the OWNER's Consultants Chart which lists by name and general duties each consultant retained by the OWNER to provide services with respect to the Project. The OWNER reserves the right to engage any other consultants which it may deem necessary or desirable, or to replace any Consultant listed thereon.

ARTICLE 7
CONSTRUCTION SCHEDULE, SPECIFIC BOND REQUIREMENTS, PAYMENT SCHEDULE AND QUALITY CONTROL AND TESTING

7.1 **Time for Performance.** OWNER and CONSTRUCTION MANAGER acknowledge that time is of the essence.

7.1.1 **Delivery of Pre-Construction Services.** The CONSTRUCTION MANAGER shall commence delivery of its Pre-Construction Services on an agreed-upon date reflected in the **Appendix "C"** submitted with the Project-specific scope of services and shall deliver such services in a prompt and expeditious manner so as not to delay the OWNER or the Professional(s).

7.1.2 **Commencement of Construction.** As provided by **Appendix "I," Authorization for Construction, and** the Construction schedule incorporated therein, CONSTRUCTION MANAGER shall have an expected date for commencement of the construction activities. Notwithstanding, OWNER will issue a formal Notice to Proceed (NTP), and only upon receipt of the NTP will CONSTRUCTION MANAGER commence its construction services (the "Commencement Date").

7.1.3 **Substantial Completion.** The CONSTRUCTION MANAGER shall accomplish Substantial Completion of the Work of the Project on or before a date to be agreed upon and set forth in **Appendix "I"** and shall prosecute the Work pursuant to the

Construction Schedule incorporated therein. In the event that the original substantial completion date specified in the contract cannot be met, the substantial completion date shall be determined by the issuance of the Certificate of Occupancy (CO) by the building official. This date shall serve as the official substantial completion date, allowing the OWNER to legally take beneficial occupancy of the building.

7.1.4 **Final Completion.** The CONSTRUCTION MANAGER shall achieve Final Completion of the Work of the Project on or before the date established in Chapter 1, Article 4, Section 4.3.2.1 (the "required date of Final Completion") or within 30 days after substantial completion, if any extensions to the contract are executed.

7.2 **Construction Schedule.** The CONSTRUCTION MANAGER shall prepare an estimate of construction time for the Project as part of Pre-Construction Services as described in Chapter 2, Article 2, Section 2.6. The actual Construction Schedule shall be incorporated into the **Authorization for Construction** (**Appendix "I"**).

7.3 **Schedule of Values.** The CONSTRUCTION MANAGER shall prepare a preliminary Schedule of Values for the Construction Work as part of Pre-Construction Services as described in Chapter 2, Article 2, Section 2.7.5.5 with a Project-specific Schedule of Values to be incorporated into the **Authorization for Construction** (**Appendix "I"**).

7.4 **Bond Requirements.**

7.4.1 The CONSTRUCTION MANAGER shall be required to provide payment and performance bonds each having a penal sum equal to the GMP. The amount of the premiums for such bonds shall be included in the estimate of OWNER's Costs provided to the OWNER and the same shall be incorporated into the **Authorization for Construction** (**Appendix "I"**).

Performance and Payment Bonds shall meet all requirements of Section 255.05, Florida Statutes, for public construction bonds. Additionally, upon execution of this Agreement, all original Performance and Payment bonds will be submitted to the OWNER for recording of said bonds. The bonds will be acceptable to the OWNER only if the following conditions are met:

(i) The Surety is licensed to do business in the State of Florida;

(ii) The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

(iii) The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

(iv) The Surety is otherwise in compliance with the Florida Insurance Code;

(v) The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. § 9304;

(vi) The Surety shall have the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability **A- to A+**. If the rating of the insurer or surety should fall below this standard, the CONSTRUCTION MANAGER shall cause the policy to be replaced promptly by an acceptable insurer or surety.

(vii) The Payment and Performance Bonds are in the same or substantially and materially identical form to **Appendix "H"**.

If the Surety for any bond furnished by the CONSTRUCTION MANAGER is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by this Agreement, the CONSTRUCTION MANAGER shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the OWNER's approval.

The CONSTRUCTION MANAGER shall use the OWNER's bond forms attached hereto as **Appendix "H"**.

7.4.2 The CONSTRUCTION MANAGER (× shall) (☐ shall not) be required to provide a maintenance bond. If so, the penal sum of the bond shall be in accordance with Florida Statutes 337.18.

7.4.3 Payment for bonds shall be as follows: *[Select one (1) as appropriate]*

(i) The cost of required bonds shall be identified in the Schedule of Values and shall be incorporated into the **Authorization for Construction (Appendix "I")**.

(ii) Other_____

7.4.4 Quality Control and Testing *[Select one as appropriate]:*

□ The OWNER shall select the quality control and testing agencies.

□ The CONSTRUCTION MANAGER shall select the quality control and testing agencies.

(Select as appropriate)

□ The cost of specified measures and tests required by the Construction Documents shall not be included in the Guaranteed Maximum Price and shall be paid by the OWNER to the testing company as OWNER's Costs pursuant to Chapter 2, Article 2, Section 2.7.3. CONSTRUCTION MANAGER will not provide threshold inspections.

□ Other.

CHAPTER 2
CONSTRUCTION MANAGER'S REQUIRED SERVICES

ARTICLE 1
GENERAL PROJECT SERVICES

1.1 **Essential Services.** The CONSTRUCTION MANAGER agrees to provide all services required to professionally complete the Work in accordance with the Construction Documents and in an expeditious and economical manner consistent with this Agreement for Construction Management and the best interests of the OWNER.

1.2 **Compliance with Contractual Requirements.** At all times the CONSTRUCTION MANAGER is performing services, it shall comply with the requirements set forth in Chapter 1, Chapter 2, and Chapter 3 of this Agreement for Construction Management.

1.3 **Cooperative Effort.** The CONSTRUCTION MANAGER shall, in consultation with the OWNER, Professional(s), and the subcontractors, endeavor to develop, implement, and maintain a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

1.4 **Additional or Modified Required Services.** Additional or modified required services, if any, shall be included Index of Preliminary Plans and Project Specifications, Appendix B, and incorporated herein by reference.

ARTICLE 2
PRE-CONSTRUCTION SERVICES AND DELIVERABLES

2.1. **Project and Program Review and Knowledge.**

2.1.1 CONSTRUCTION MANAGER shall review the Project documents, including plans and specifications at minimum intervals directed by the OWNER, developed and issued by the Professional from time to time and shall possess the knowledge relating thereto necessary for the performance of its services. A written Constructability Review of the documents shall be provided at each phase so the Professional can also provide written responses to each item.

2.1.2 CONSTRUCTION MANAGER shall review the Project Site, including any features or aspects of the Site which may affect the constructability of the Project as designed and shall possess the knowledge relating thereto necessary for the performance of its services.

2.1.3 CONSTRUCTION MANAGER shall review the OWNER's program for the intended use of the Project, including, without limitation, the intended purposes and uses of the facility and each element, and the scope and extent of use of the Project

and shall possess the knowledge relating thereto necessary for the performance of its services.

2.2 Project Meetings and Consultation.

2.2.1 The CONSTRUCTION MANAGER shall attend any and all such meetings with representatives of the OWNER, the Professional or others as are reasonably requested by the OWNER throughout the CONSTRUCTION MANAGER's performance of this Contract. At a minimum, the CONSTRUCTION MANAGER shall attend one meeting per week, at such date, time, and place as scheduled by the OWNER during the construction of the Project, upon reasonable notice. Other meetings may be scheduled by upon request of the OWNER.

2.2.2 CONSTRUCTION MANAGER shall regularly consult with the OWNER and the Professional regarding issues relating to the Project and the Project program, including, without limitation:

(i) Site use and improvements;

(ii) The selection of materials, equipment, finishes, and color schedules;

(iii) Construction feasibility and issues relating to the constructability of various designs and alternatives;

(iv) Opinion and recommendations regarding the constructability of the Project documents with regard to life safety requirements, Fair Housing Act requirements and requirements of the Americans with Disabilities Act (ADA), including, without limitation, the CONSTRUCTION MANAGER's recommendations for the means and methods required to construct the Project in accordance with these requirements of the Project documents;

(v) Analysis and recommendations for the Project services and systems, including, without limitation, mechanical, electrical, plumbing, and computer, phone, and cabling systems;

(vi) Time requirements for procurement, installation, and construction completion, with a special emphasis on long-lead time items;

(vii) Strategies for managing competitive bidding for the Project, including generating subcontract and vendor interest in the Project;

(viii) Factors related to construction cost, including estimates of alternative designs or materials; and

(ix) General consultation and written analysis regarding issues relating to the Project and Project program are included in the Consideration described in Chapter 1, Article 4, relating to compensation. In the event OWNER requests a written analysis or a substantial and detailed analysis in relation to the requested consultation, the CONSTRUCTION MANAGER shall

request that a change order be issued prior to incurring any time or costs in excess of the compensation described herein.

2.3 Preliminary Design Review.

2.3.1 The CONSTRUCTION MANAGER shall actively and jointly participate with the OWNER and the Professional(s) in the formation of the final Project design.

2.3.2 The Professional is required, in accordance with the schedule requirements, to provide preliminary design drawings. The CONSTRUCTION MANAGER shall promptly and in accordance with the schedule requirements:

(i) Familiarize itself with the preliminary design drawings;

(ii) Analyze and evaluate the constructability of the preliminary design drawings;

(iii) Analyze and evaluate the preliminary design drawings in regard to the completeness of intended bid categories, conflicts or overlaps in the divisions of the Work, design details affecting construction, value engineering, identification of long-lead materials affecting the Construction Schedule, availability of labor and other factors affecting construction; and

(iv) Estimate total project cost formatted by the Construction Specifications Institute (CSI) Master Format.

2.3.3 The CONSTRUCTION MANAGER and the Professional(s) shall jointly schedule and attend both physical and virtual meetings with the OWNER to review and evaluate the preliminary design drawings.

2.3.4 The CONSTRUCTION MANAGER shall, in accordance with schedule requirements, notify the designated Professional in writing and assist the Professional(s) with the resolution of all problems, conflicts, defects, or deficiencies identified during the review and evaluation of the preliminary design drawings.

2.3.5 Upon completion of the preliminary design drawings, the CONSTRUCTION MANAGER is required, in accordance with the schedule requirements, to prepare and submit a preliminary estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems, and prepare a Critical Path Method (CPM) Schedule from Notice to Proceed to Final Completion.

The CONSTRUCTION MANAGER shall, in accordance with schedule requirements, review the preliminary estimate of the Total Project Construction Cost and promptly inform the OWNER and Professional of recommended adjustments, if any.

2.4 Construction Documents Review.

2.4.1 The Professional is required, in accordance with the schedule requirements, to provide Construction Documents and other information.

2.4.2 The CONSTRUCTION MANAGER shall, in accordance with schedule requirements, prepare applicable Construction Schedule(s), the estimate of Total Project Construction Cost, the cost of local utilities, fees for permits and licenses, any modifications necessitated by local conditions, and other information necessary for a full understanding of the Project, and the Construction Documents. The CONSTRUCTION MANAGER shall undertake the following:

(i) Examine the Construction Documents for clarity, adequacy of detail, consistency, accuracy, and completeness;

(ii) Identify all discovered conflicts, omissions or overlaps in the proposed divisions of the Work, evaluate the completeness of intended bid categories, and identify unusual design details affecting construction cost and schedules;

(iii) Apply established value engineering principles and practices to reduce the cost of the Project;

(iv) Identify factors with the potential to impact the Construction Schedule, such as materials with long lead time, the unavailability of required labor, and other factors, and make suggestions for acceptable alternatives;

(v) Evaluate and make suggestions to optimize Site utilization;

(vi) Recommend proposed modifications or alternatives to the Construction Documents based on evaluation and review;

(vii) Notify the OWNER and the Professional(s) in writing of any variances between the Construction Documents and applicable laws, statutes, building codes, rules, and regulations of which it is aware; and

(viii) Notify the OWNER and the Professional(s) in writing of all problems, conflicts, defects or deficiencies in the Construction Documents of which it is aware.

2.4.3 The CONSTRUCTION MANAGER shall, in accordance with schedule requirements, assist the Professional with resolving all problems, conflicts, defects or deficiencies identified during the review and evaluation of the Construction Documents.

2.4.4 Upon completion of the review and examination of the Construction Documents, the Professional is required, in accordance with schedule requirements, to prepare and submit a final estimate of Total Project Construction Cost.

2.4.5 Upon completion of review and examination of the Construction Documents, the CONSTRUCTION MANAGER, in accordance with schedule requirements, shall prepare and submit a final estimate of Total Project Construction Cost.

2.4.6 If the final estimates of Total Project Construction Cost by the CONSTRUCTION MANAGER and the Professional differ materially, the CONSTRUCTION MANAGER and Professional shall meet promptly to reconcile the discrepancies between their estimates. This will permit submission to the OWNER of a final estimate of Total Project Construction Cost on which both the Professional and the CONSTRUCTION MANAGER agree, or where the parties cannot agree, identify to the OWNER the specific portions that differ.

2.4.7 In performing the Preconstruction Services, the CONSTRUCTION MANAGER is not assuming responsibilities of the Professional(s) for design of the Project. The standard of care for the CONSTRUCTION MANAGER in performing these services is that of an experienced and skilled General Contractor or CONSTRUCTION MANAGER, not that of a licensed engineer or other professional.

2.5 Value Engineering

2.5.1 Throughout the development of the Project documents and contemporaneously with the development of the estimates of Total Project Construction Cost, the CONSTRUCTION MANAGER shall identify elements in the Project documents that are outside of the parameters established by OWNER's Project budget. All elements of the Project shall be considered including, without limitation, structural, mechanical, electrical, plumbing, finish, and exterior elements.

2.5.2 If the CONSTRUCTION MANAGER identifies an element that exceeds the budget for that element or which results in a Total Project Construction Cost in excess of the OWNER's Project budget, the CONSTRUCTION MANAGER shall report each such element to the OWNER. The CONSTRUCTION MANAGER shall thereafter research and identify alternative materials and systems to reduce the cost of each such element. If the alternative materials and systems are unacceptable to the OWNER, the CONSTRUCTION MANAGER shall research and identify other elements in the Project that can be reduced or modified in order to offset the over-budget elements. All value engineering items must have the following: the scope that is deleted from the Design documents; the new scope that is added to the Design; the ripple effects from other trades; and any applicable mark-up impacts.

2.5.3 The CONSTRUCTION MANAGER shall otherwise participate in the "value engineering" of the Project, as that term is commonly understood in the construction industry, including, without limitation, reviewing the Project documents to identify opportunities to reduce the cost of Project elements and to otherwise satisfy OWNER's Project budget without materially modifying OWNER's program for the Project.

2.5.4 The CONSTRUCTION MANAGER shall prepare periodic reports as requested by the OWNER on the value engineering process, in addition to each scheduled project design milestone (30%, 60%, 90%), including, without limitation, an updated Project estimate that incorporates accepted value engineering revisions.

2.5.5 The described process shall be complete upon the OWNER's consideration of all alternative recommended elements arising out of the CONSTRUCTION MANAGER's review of the 90% construction documents.

2.6 Planning and Scheduling.

2.6.1 **Construction Schedule.** The CONSTRUCTION MANAGER understands and acknowledges the OWNER's intent that the Project shall reach Substantial Completion by the designated Date of Substantial Completion and Final Completion by the designated Date of Final Completion. The CONSTRUCTION MANAGER shall prepare and submit the Construction Schedule for the Work in a timely manner for the OWNER's review and approval. The Construction Schedule shall detail the milestones leading to Substantial Completion and Final Completion and shall complement, and shall not conflict with, the Design Schedule.

2.6.2 The CONSTRUCTION MANAGER shall establish and submit in a timely manner for OWNER review:

(i) Project cost control procedures;

(ii) Project reporting procedures;

(iii) Project Manual;

(iv) Quality Management Program;

(v) Staffing Plan for the Construction period; and

(vi) Job Site Safety Plan.

2.6.3 The Construction Schedule shall strictly conform in all respects to the requirements for the Project Schedule set forth in Article 16, Chapter 3. The start date of the Project Schedule shall be consistent with the date upon which the CONSTRUCTION MANAGER anticipates that a Notice to Proceed may reasonably be issued, given the conditions and progress of the development of the Project documents at the time of the issuance of the schedule. The CONSTRUCTION MANAGER shall provide the schedule in hard copy format and as an electronic data file in a format requested by the OWNER.

2.6.4 Sixty (60) days after the delivery of 100% Construction Documents, the CONSTRUCTION MANAGER shall deliver the Project Schedule to the OWNER. This Project Schedule shall be considered the CONSTRUCTION MANAGER's proposed Project Schedule to construct the Project pursuant to the 100% Project documents and shall be attached to and incorporated as **Exhibit "2" to Appendix "I"**.

2.6.5 With the Project Schedule, the CONSTRUCTION MANAGER shall provide a list of the project-specific executive, management team, site supervisors, cost estimators, and scheduling personnel assigned to the Work. The list shall include

each person's job description, length of employment with the CONSTRUCTION MANAGER, title(s) held during their employment, and pertinent information for the OWNER's evaluation, such as education, experience, certifications, and training. This list must be attached to and incorporated as **Exhibit "3" to Appendix "I"**.

2.7 Guaranteed Maximum Price Proposal.

2.7.1 The CONSTRUCTION MANAGER shall develop the Construction Price for the Work ("Construction Price"). Costs shall be allocated consistent with the Guaranteed Maximum Price (GMP). All other costs shall be allocated as provided herein.

2.7.2 The Construction Price shall be equal to the sum of:

2.7.2.1 The Cost of the Work. The Cost of the Work shall be the allowable costs incurred by the CONSTRUCTION MANAGER in performing the Work.

(i) Allowable Costs. Allowable Costs are comprised of:

(a) Subcontractor Costs. Payments made by the CONSTRUCTION MANAGER to Subcontractors per the requirements of the subcontracts.

(b) Costs of Materials and Equipment incorporated into the Completed Construction - Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

(c) Costs of General Conditions as defined by Paragraph 2.7.2.2

(ii) Disallowed Costs. Costs which shall not be included as the Cost of the Work will be:

(a) Any Costs not specifically described in Paragraph 2.7.2.1(i), above;

(b) Costs for which the CONSTRUCTION MANAGER is compensated by the Management Fee as described in Paragraph 2.7.2.3 below;

(c) Overhead and general expenses, including, without limitation, home office overhead and expenses (included within Management Fee);

(d) The CONSTRUCTION MANAGER's capital expenses, including interest on the CONSTRUCTION MANAGER's capital employed for the Work (included within Management Fee);

(e) Rental costs of machinery and equipment (included within General Conditions);

(f) Costs due to the negligence of the CONSTRUCTION MANAGER or to the failure of the CONSTRUCTION MANAGER to fulfill a specific responsibility to the OWNER set forth in this Agreement (included within General Conditions)

(g) Costs incurred in the performance of Preconstruction Services;

(h) Costs which would cause the Guaranteed Maximum Price to be exceeded unless otherwise approved by a change order;

(i) Costs associated with all insurance and bonds, including without limitation, performance and payment bonds (included within OWNER's costs, General Conditions or Management Fee);

(j) Costs associated with permits, insurance, and testing (included within OWNER's costs or General Conditions); and

(k) Costs associated with licenses (included within the subcontractors' costs).

2.7.2.2 The General Conditions. General Conditions shall be limited to: security costs, temporary facilities (temporary office, water, heat, power, sanitary facilities, telephones), trash and debris control and removal costs, insurance, bonds, specialty equipment rental, storage fees, and permits. The OWNER has the right to audit the General Conditions to establish that the fee includes the items listed herein.

2.7.2.3 The Management Fee. The CONSTRUCTION MANAGER agrees that the fee which the OWNER must pay the CONSTRUCTION MANAGER for the following described items shall not exceed the percentage of the Cost of the Work as set forth in **Appendix "I"**. However, the OWNER shall, at the OWNER's sole discretion, have the ability to convert this Cost to a fixed sum at the time the Guaranteed Maximum Price Proposal is accepted by the OWNER, which conversion shall be documented on **Appendix "I"**. Further, the OWNER has the right to audit the Management Fee. The Management Fee shall include all costs, including overhead and profit, associated with the construction of the project excluding General Conditions, which will be itemized and documented in the GMP. Items under this provision include:

(i) The CONSTRUCTION MANAGER's provision of management services for the Project pursuant to Articles 1, 3 and 4, Chapter 2

(ii) Direct costs incurred with the exception of those specifically enumerated compensable as General Conditions Cost, Cost of the Work, cost of self- performed Work, or a Subcontractor or Supplier Cost;

(iii) The cost of the CONSTRUCTION MANAGER's home or branch office employees or consultants not at the Project Site (except as set forth in the GMP Proposal);

(iv) Non-field office (home and branch office) operational expenses such as telegrams, telephone service and long-distance and zone telephone charges, postage, office supplies, expressage, and other similar expenses;

(v) Data-processing costs indirectly related to the Work, including hardware, software, and CAD costs;

(vi) Cost of all non-project specific insurance (i.e., any insurance for which the GMP Proposal does not provide for payment to the CONSTRUCTION MANAGER for insurance);

(vii) All general operating expenses;

(viii) All capital expenses, including any interest;

(ix) Any costs which would cause the Construction Price to exceed the GMP;

(x) Costs or expenses incurred by the CONSTRUCTION MANAGER, not included in the General Conditions Cost, or Cost of the Work, to provide management services necessary to complete the Project;

(xii) Related taxes and fees on the above items;

(xiii) Reasonable expenses of the CONSTRUCTION MANAGER's personnel incurred while traveling in discharge of duties directly connected with the Work;

(xiv) Expenses incurred in accordance with the CONSTRUCTION MANAGER's standard personnel policy for relocation and temporary living allowances of personnel required for the Work;

(xv) Wages, salaries, bonuses, and incentive compensation, of the CONSTRUCTION MANAGER's supervisory, technical, administrative, and clerical personnel engaged in supervision and management of the Work on or off the Project Site, including all company overhead and expenses;

(xvi) Cost of fringe benefits, contributions, assessments, and taxes, including for example such items as Unemployment Compensation and Social Security, to the extent that such cost is required by law and is based on the compensation paid to the CONSTRUCTION MANAGER's employees referred to above; and

(xvii) Construction staff, staffing and all related costs.

2.7.3 OWNER's Costs. The CONSTRUCTION MANAGER shall prepare an itemized estimate of the costs to be incurred by the OWNER, if any, which will be required to be paid by the OWNER for the Substantial Completion of the Work (hereinafter, the "OWNER's Costs"). These costs shall be identified in the GMP as OWNER's Costs and may be paid directly by OWNER or be paid by the CONSTRUCTION MANAGER and billed to OWNER along with a construction management fee. The CONSTRUCTION MANAGER shall itemize each of these categories of costs for the OWNER's review.

2.7.4 Sixty (60) days after the delivery of 100% Construction Documents, the CONSTRUCTION MANAGER shall deliver to the OWNER a Guaranteed Maximum Price (hereinafter "GMP"). The GMP shall be a bound document comprised of an itemized Construction Price for the Project, which by definition shall not include the OWNER's Costs. This Construction Price shall be the CONSTRUCTION MANAGER's proposal to construct the Project pursuant to the 100% Project documents for a Guaranteed Maximum Price. The CONSTRUCTION MANAGER shall not withdraw this Guaranteed Maximum Price Proposal for ninety (90) days following submission to the OWNER.

2.7.5 The CONSTRUCTION MANAGER shall include with the GMP the following items:

2.7.5.1 Cover Sheet including project title and the County project number.

2.7.5.2 Summary sheet of the GMP Proposal, including subcontractor bids, allowances, contingencies, bonds, insurance, conditions, and exclusions. This sheet shall also contain contract time, construction start date, date of substantial completion, date of final completion, critical path schedule, and proposed work hours.

2.7.5.3 Detailed summary of general conditions.

2.7.5.4 A list of allowances and data supporting that its basis is reasonable and consistent with OWNER's program.

2.7.5.5 A detailed itemization of the GMP, including a Schedule of Values for each structure incorporated into the GMP. A Schedule of Unit Prices shall be made available at OWNER's request.

2.7.5.6 A description of any qualifications or assumptions incorporated into the development of the GMP.

2.7.5.7 A statement of the date of Substantial Completion, consistent with the date with provided in the CONSTRUCTION MANAGER's Final Project Schedule as described elsewhere herein.

2.7.5.8 List of all solicited contractors.

2.7.5.9 Subcontractor bid sheets with proposed selected contractors highlighted.

2.7.5.10 A CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart. The CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart shall list by name and general Project responsibility each subcontractor and supplier who will be utilized by the CONSTRUCTION MANAGER to provide goods or services for the Project. Prior to the execution of **Appendix "I"**, the OWNER shall have the right to reject any proposed Subcontractor or Supplier. During the course of the Work, the CONSTRUCTION MANAGER shall promptly inform the OWNER in writing of any proposed replacements, the reasons for the replacements, and the name(s) and qualification(s) of proposed replacement(s). The OWNER shall have the right to reject any proposed replacement for good cause.

2.7.5.11 A CONSTRUCTION MANAGER's Personnel Chart for Construction. The CONSTRUCTION MANAGER's Personnel Chart for Construction shall list by name, job category, and responsibility the CONSTRUCTION MANAGER's primary employees who will perform those services. Prior to the execution of **Appendix "I"**, the OWNER shall have the right to reject any proposed employee. During the course of the Work, the CONSTRUCTION MANAGER shall promptly inform the OWNER in writing of any proposed replacements, the reasons for replacements, and the name(s) and qualification(s) of proposed replacement(s). The OWNER shall have the right to reject any proposed replacement for good cause.

2.7.5.12 Plans, drawings, and specifications specific to the GMP.

2.7.5.13 Any supporting documentation referenced in the GMP.

2.8. Execution of Appendix "I".

2.8.1 If the GMP proposal is not accepted by the OWNER, the OWNER shall promptly notify the CONSTRUCTION MANAGER in writing. Within fourteen (14) calendar days of such notification, the OWNER, Professional(s), and the CONSTRUCTION MANAGER shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or the GMP. If the parties are unable or unwilling to agree on a negotiated variant, the OWNER shall hire an independent cost estimator to verify the GMP amount. If the independent estimate shows that the GMP should be within five percent (5%) of the project budget, the County may terminate this Contract at no cost, except for paying the General Contractor the required Preconstruction

Services Fee. If the independent estimate shows that the GMP exceeds the project budget by more than five percent (5%), then the Professional shall revise the plans to bring the GMP within the project budget.

2.8.2 The OWNER may, at its sole discretion and based upon its sole judgment: (i) accept a GMP proposal; (ii) reject a GMP proposal; (iii) terminate the Project; or (iv) proceed to construct the Project using a party or parties other than the CONSTRUCTION MANAGER.

2.8.3 If the OWNER rejects a GMP proposal within budget, neither party shall have any further obligation pursuant to this Agreement for Construction Management, except the duty to pay for Preconstruction services.

2.8.4 If the OWNER accepts the GMP, the GMP provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.4 above shall be inserted into **Appendix "I"**. The deliverables described in this Article 2 shall be incorporated into **Appendix "I"** as follows:

(i) **Exhibit "1" to Appendix "I"** shall consist of the Drawings, Specifications, and addenda provided by the Professional upon which the CONSTRUCTION MANAGER based the GMP.

(ii) **Exhibit "2" to Appendix "I"** shall consist of the Construction Schedule provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.6 above.

(iii) **Exhibit "3" to Appendix "I"** shall consist of the CONSTRUCTION MANAGER's Construction Project Team provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.5.11 above.

(iv) **Exhibit "4" to Appendix "I"** shall consist of the Schedule of Values provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.5.5 above.

(v) **Exhibit "5" to Appendix "I"** shall consist of the Schedule of Unit Prices provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.5.5 above.

(vi) **Exhibit "6" to Appendix "I"** shall consist of the CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart provided by the CONSTRUCTION MANAGER pursuant to Paragraph 2.7.5.10 above.

(vii) **Exhibit 7 to Appendix "I"** shall consist of the Qualifications and Assumptions as required by Paragraph 2.7.5.6 above.

(viii) **Exhibit 8 to Appendix "I"** shall consists of the Schedule of Allowances.

2.8.5 If the OWNER accepts the GMP, the CONSTRUCTION MANAGER shall execute **Appendix "I,"** incorporating the deliverables described above. The

CONSTRUCTION MANAGER agrees that there is sufficient consideration in the Agreement for the CONSTRUCTION MANAGER's obligation to execute **Appendix "I"** as provided herein.

2.8.6 The OWNER's determination of whether or not to accept the CONSTRUCTION MANAGER's deliverables hereunder and whether or not to execute **Appendix "I"** is at the OWNER's sole, absolute and exclusive discretion. In determining whether to accept the CONSTRUCTION MANAGER's GMP or other terms of **Appendix "I"**, and whether or not to execute **Appendix "I"**, the OWNER may consider any and all criteria, which, in its sole, absolute and exclusive discretion, it undertakes to consider. The deliverables produced pursuant to Article 2 hereof are the property of the OWNER and can be used by the OWNER for any purpose, including, without limitation, incorporation into future bidding or proposal documents for the Project. Any such decisions, including, without limitation, any decision to construct or not construct the proposed Project, to bid or negotiate the Project in any particular manner, to engage or not engage the CONSTRUCTION MANAGER in any capacity with respect to the construction of the Project, shall be at the OWNER's sole, absolute, and exclusive discretion.

2.8.7 The OWNER shall thereafter issue a written notice to the CONSTRUCTION MANAGER ("Notice to Proceed") establishing the date construction is to commence (the "Commencement Date"). The CONSTRUCTION MANAGER shall not expend any monies for construction prior to receipt of such Notice to Proceed without the written approval of the OWNER.

2.9 Price Guarantees.

2.9.1. Upon execution of **Appendix "I",** the CONSTRUCTION MANAGER guarantees that the Construction Price shall not exceed the GMP, as adjusted hereunder for changes. All costs or expenses that would cause the Construction Price to exceed the GMP shall be borne by the CONSTRUCTION MANAGER unless adjusted by change order. The actual cost of the Work shall be documented by the CONSTRUCTION MANAGER as compared to the agreed-upon Guarantee Maximum Price. This information shall be reported quarterly to the OWNER. Upon completion of the Work, if the total cost of the Work is less than the final GMP (taking into account any adjustments made during the term of the Agreement), the OWNER shall be entitled to 100% of the savings.

2.9.2 Upon execution of **Appendix "I"**, the CONSTRUCTION MANAGER guarantees that the General Conditions Cost shall not exceed the agreed-upon General Conditions amount. Any costs or expenses that would cause the General Conditions Cost to exceed this amount shall be borne by the CONSTRUCTION MANAGER unless adjusted by change order.

2.10 Other Provisions Relating to Pre-Construction Services

2.10.1 The CONSTRUCTION MANAGER shall exercise its best skill and judgment in discharging its responsibilities as a pre-construction consultant throughout the performance of its obligations under this Agreement.

2.10.2 The CONSTRUCTION MANAGER agrees that its scope hereunder includes generating subcontractor and vendor interest in the Project, including, without limitation, interest in providing prices for the Project and performing the Work.

2.10.3 The CONSTRUCTION MANAGER represents to the OWNER that it has the experience and skill to perform the Work required under this Agreement and will perform the Work in accordance with the terms of this Agreement and all applicable federal, state, county, city laws, statutes, regulations, codes, ordinances and orders, as well as those of any other governing bodies having jurisdiction over the Project and pursuant to applicable industry standards.

2.10.4 If during the term of this Agreement, the OWNER directs any portion or all of the CONSTRUCTION MANAGER's Work, or if OWNER requests that CONSTRUCTION MANAGER perform a Scope Change, that CONSTRUCTION MANAGER believes is improper or made in error, the CONSTRUCTION MANAGER shall promptly notify OWNER in writing of its position.

2.10.5 Each of the activities above shall be performed only when authorized by the OWNER and at the OWNER's request. The CONSTRUCTION MANAGER shall not undertake to direct or instruct the Professional or other consultants to the OWNER without the express written authorization from the OWNER.

2.10.6 The CONSTRUCTION MANAGER shall not contract with any subconsultants or other independent construction managers to perform any of the services under this Agreement without the prior written approval of OWNER. The OWNER reserves the right to review and approve/reject any and all personnel who will perform work under this Agreement.

2.10.7 The OWNER may, from time-to-time, request that the CONSTRUCTION MANAGER arrange for the services of subconsultants or third parties to assist CONSTRUCTION MANAGER in its Work. In that event, the CONSTRUCTION MANAGER shall request, and OWNER shall provide, written authorization for the retention of the services of others. All costs to the CONSTRUCTION MANAGER for those requested services will be paid by the OWNER along with the CONSTRUCTION MANAGER fee. In no event shall the CONSTRUCTION MANAGER employ subconsultants or third parties pursuant to this provision without the prior written authorization of the OWNER.

2.10.8 The deliverables described in this Article, shall be incorporated into the **Appendix "I"**, as described in Paragraph 2.8.4 hereof. The determination of whether or not to accept the CONSTRUCTION MANAGER's deliverables under this Agreement, which, if any, of those deliverables hereunder, which, if any of those deliverables to incorporate into **Appendix "I"** and whether or not to execute **Appendix "I"** is in the sole, absolute and exclusive discretion of the OWNER. In determining whether or not to accept the CONSTRUCTION MANAGER's Guaranteed Maximum Price or other terms of **Appendix "I"** and whether or not to execute **Appendix "I"** the OWNER may consider any and all criteria, which, in its sole, absolute and exclusive discretion, it undertakes to consider.

2.10.9 Compensation for the Services and Work described in this Article 2, shall be paid for as set forth in Chapter 1, Article 4, relating to compensation. This Compensation is acknowledged by the CONSTRUCTION MANAGER as sufficient consideration for the services, obligations, and liabilities described herein. Prior to the OWNER's acceptance of the CONSTRUCTION MANAGER's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the CONSTRUCTION MANAGER shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the OWNER may specifically authorize in writing.

ARTICLE 3
CONSTRUCTION SERVICES

3.1 Bidding and Negotiation.

3.1.1 With the Professional's assistance, the CONSTRUCTION MANAGER shall prepare and assemble document packets for use in bidding or negotiating the Subcontracts Cost. Any and all costs for plans, specifications, or other items needed to obtain such bids/proposals shall be the responsibility of the CONSTRUCTION MANAGER. These costs shall be considered part of the Management Fee.

3.1.2 The CONSTRUCTION MANAGER shall develop subcontractor and supplier interest for each division of the Work and shall pre-qualify proposed subcontractors using a pre- qualification form approved by the OWNER and Professional.

3.1.3 The CONSTRUCTION MANAGER shall:

(i) Submit to the Professional and OWNER the proposed list of subcontractors and review and evaluate information received from the Professional regarding proposed subcontractors; and

(ii) Evaluate the technical competence of all pre-qualified subcontractors.

3.1.4 The CONSTRUCTION MANAGER shall negotiate or competitively bid each trade category only by invitation to a minimum of five (5) pre-qualified subcontractors. In the event a subcontractor does not meet a pre-qualification requirement, the CONSTRUCTION MANAGER in its best judgment and with the OWNER's prior approval, may still allow the subcontractor to bid.

3.1.5 The CONSTRUCTION MANAGER shall notify the OWNER in writing in advance of all bid related meetings to include pre-bid meetings, and bid/proposal openings. The CONSTRUCTION MANAGER shall conduct private bid openings in the presence of the OWNER's Representative. The CONSTRUCTION MANAGER shall communicate bid results only to the OWNER and Professional, and to no other persons or entities.

3.1.6 The CONSTRUCTION MANAGER shall, for each subcontract, trade or bid division:

(i) Determine the final bid amounts;

(ii) Develop, with the participation of Seminole County Department of Resource Management, Purchasing and Contracts Division, the selection criteria for determining the bid/proposal that provides the best value to the OWNER;

(iii) Prepare and furnish to the OWNER a bid tabulation which includes by subcontract, trade and/or bid division, the applicable final GMP estimate and the related final bid amount;

(iv) Identify to the OWNER in writing the subcontractors to whom the CONSTRUCTION MANAGER recommends awarding subcontracts; and

(v) Award and enter into a subcontract between itself and each subcontractor which it has recommended unless otherwise notified by the OWNER. If the GMP has been set before bidding, then the CONSTRUCTION MANAGER will receive an equitable adjustment to the GMP and schedule if the OWNER, for good cause, rejects a proposed subcontractor or supplier, requiring the CONSTRUCTION MANAGER to contract with a more costly subcontractor or supplier.

3.2 Construction Supervision.

3.2.1 Commencing with the award of the first subcontract and terminating on the Date of Final Completion, the CONSTRUCTION MANAGER shall provide the services described in this subsection.

3.2.2 The CONSTRUCTION MANAGER shall act as the OWNER's construction representative throughout the construction, advising and consulting with the OWNER and the Professional(s), and administering the Construction Documents. The CONSTRUCTION MANAGER shall hold weekly progress meetings with the OWNER, Professional(s) and trade contractors to ensure effective advisement, coordination, and consultation.

3.2.3 The CONSTRUCTION MANAGER shall supervise and direct the Work at the Site. The CONSTRUCTION MANAGER shall, at a minimum, staff the Project Site with personnel who shall:

(i) Supervise and coordinate the CONSTRUCTION MANAGER's personnel and serve as its primary liaison with the OWNER and the OWNER's Consultants;

(ii) Coordinate trade contractors and suppliers, and supervise Site construction management services;

(iii) Be knowledgeable about all trade divisions and trade contractors' scopes of Work, all applicable building codes, the Construction Documents, and this Agreement for Construction Management;

(iv) Review shop drawings and materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Agreement for Construction Management, and regularly confer with, the appropriate OWNER's consultants to assure acceptable levels of quality; and prepare and maintain Project records, process documents, and staff the Site field office.

3.2.4 The CONSTRUCTION MANAGER shall promptly reject any Work which does not conform to the Construction Documents or does not comply with any applicable laws, statutes, building codes, rules or regulations of any public authority or agency. The CONSTRUCTION MANAGER shall immediately notify the Professional(s) and the OWNER in writing upon rejecting any Work.

3.2.5 The CONSTRUCTION MANAGER shall comply with and cause its subcontractors and suppliers to comply with the Project Construction Schedule and applicable subschedules. The CONSTRUCTION MANAGER shall obtain and review schedules from subcontractors and suppliers, coordinate subschedules with the Construction Schedule, and enforce compliance with all applicable schedules to ensure timely completion of the Work. If at any time a Project is delayed, the CONSTRUCTION MANAGER shall immediately notify the OWNER of the probable cause(s) and possible alternatives and recommend "recovery schedules" to allow for completion of the CONSTRUCTION MANAGER's work in accordance with the Contract Time.

3.2.6 The Professional will visit the Project Site at intervals appropriate to the construction stage and with sufficient frequency to assess the progress and quality of the Work. The CONSTRUCTION MANAGER shall request additional Site visits from the Professional as needed to attend meetings, inspect the Work, and provide necessary interpretations for proper execution of the Work. The Professional's interpretations and decisions concerning the Construction Documents and the Work shall be final.

3.3 **CONSTRUCTION MANAGER's On-Site Facilities.** Commencing at the Date of Commencement and terminating on the Date of Final Completion, the CONSTRUCTION MANAGER shall provide a Site field office and toilet facilities at the Project Site.

3.3.1 The field office facilities shall be large enough to accommodate required meetings and shall include office furnishings and equipment such as desks, telephones, computers, copiers and other similar office equipment.

3.3.2 The CONSTRUCTION MANAGER shall maintain in the Site field office, on a current basis, all necessary Construction Documents, schedules, shop drawings, product data, samples, purchase orders, maintenance manuals and instructions, daily logs, correspondence, memoranda, and all other Project-related documents.

3.3.3 The CONSTRUCTION MANAGER shall provide temporary toilets at the Site for all workers for the duration of the construction period.

3.4 **Additional or Modified Required Services.** Additional or modified required services, if any, included in Construction Service are listed in **Appendix "I"** and incorporated by reference.

ARTICLE 4 EXTRA SERVICES

4.1 **Initiation of Extra Services.** The CONSTRUCTION MANAGER shall provide such Extra Services as are initiated and authorized in writing by the OWNER prior to performance. The services described in this Article 4 are not included in Required Services unless identified as an "Additional Required Service or Modified Required Service."

4.2 **Definition of Extra Services.** Extra services include, but are not limited to:

4.2.1 Services performed after the Date of Final Completion, except when required as Basic Services.

4.2.2 Services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the OWNER, except when such proceedings involve issues of fault, neglect or alleged liability of the CONSTRUCTION MANAGER, or its agents, employees, or consultants.

4.2.3 Other services not included in CONSTRUCTION MANAGER's Required Services mutually agreed to by the OWNER and the CONSTRUCTION MANAGER in writing.

4.3 **Payment for Extra Services.** Payment of the CONSTRUCTION MANAGER for Extra Services shall be in accordance with the agreement of the Parties when such services are requested.

4.4 The CONSTRUCTION MANAGER shall use the OWNER's recommended software to manage the project and keep its history for future reference. The software to be used for this Project shall be determined by the OWNER after the award of the Agreement and communicated to the CONSTRUCTION MANAGER in writing.

CHAPTER 3
GENERAL TERMS AND CONDITIONS

ARTICLE 1
PROJECT DOCUMENTATION

1.1 **Additional Sets of Documents.** Any additional copies of the Construction Documents required by the CONSTRUCTION MANAGER for executing the Work shall be reproduced by the CONSTRUCTION MANAGER from the set provided by the OWNER at no cost to the OWNER.

1.2 **Electronic Media.** Unless otherwise specified in this Agreement, the CONSTRUCTION MANAGER may request that the Construction Documents required for the Work be provided in an electronic format. If available, the CONSTRUCTION MANAGER will receive one set of the requested documents in electronic media. Any additional electronic copies required by the CONSTRUCTION MANAGER for executing the Work shall be made by the CONSTRUCTION MANAGER

1.3 **Minimum Requirements.** The requirements established by the Construction Documents shall be considered the accepted standard in all cases.

1.4 **OWNER Disclaimer of Warranty.** The OWNER has requested that its Professional(s) to prepare comprehensive, accurate, coordinated, and adequate documents for the Project, including plans and specifications, suitable for bidding, negotiating and constructing the Work. While the CONSTRUCTION MANAGER will use its best skill and provide Preconstruction Services as outlined in this and other Chapters, OWNER makes no representation or warranty of any nature regarding the completed Construction Documents. The CONSTRUCTION MANAGER hereby acknowledges that it has not relied on any representations or warranties by the OWNER concerning these documents. The CONSTRUCTION MANAGER will review the Construction Documents and identify in writing all errors or omissions that it discovers, before establishing the GMP. The GMP Proposal will identify the assumptions or provide exclusions or clarifications on all identified errors or omissions. Notwithstanding the foregoing, OWNER agrees that the CONSTRUCTION MANAGER's GMP otherwise does not include costs for errors or omissions in the Construction Documents provided by the OWNER, and that, subject to the limitations in this Chapter 3, Article 2, Section 2.1 the CONSTRUCTION MANAGER may request a change order for additional costs and/or time incurred as a result of any such errors or omissions.

1.5 **Conflicts in Documents.** In the event of any conflict, discrepancy, or inconsistency among the documents comprising this Agreement, the following shall control:

1.5.1 As between figures given on plans and scaled measurements, the figures shall govern;

1.5.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;

1.5.3 As between plans and specifications, the requirements of the specifications shall govern;

1.5.4 As between **Appendix "I"**, and this Agreement, and the plans, specifications, general conditions or general requirements, **Appendix "I"** governs, followed by this Agreement and its attachments.

1.5.5 However, if there is a discrepancy among the plans and specifications provided by the OWNER, the more stringent requirement, shall take precedence, unless otherwise directed by OWNER, regardless of which document contains it.

1.6 **Shop Drawings and Submittals.** Shop drawings and other submittals from the CONSTRUCTION MANAGER or its subcontractors and suppliers do not constitute a part of this Agreement for Construction Management but are Construction Documents after approval by the OWNER or Professional.

1.7 **Contract Changes.** The CONSTRUCTION MANAGER understands and agrees that this Agreement for Construction Management cannot be changed except as provided herein. No act, omission, or course of dealing by the parties shall alter the requirement that modifications of this Agreement for Construction Management can be accomplished only by written documents signed by the parties.

ARTICLE 2
CONSTRUCTION MANAGER'S REVIEWS AND EVALUATIONS

2.1 **Sufficiency of Construction Documents and Drawings.** The CONSTRUCTION MANAGER acknowledges its ongoing duty to review and evaluate the Construction Documents throughout the performance of its services. The CONSTRUCTION MANAGER shall immediately notify the OWNER and the Professional(s) of any: (i) problems, conflicts, defects, deficiencies, inconsistencies, or omissions it discovers in or between the Construction Documents; and (ii) variances between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

2.1.1 If the CONSTRUCTION MANAGER performs any Work which it knows or reasonably should have known involves (i) a recognized problem, conflict, defect, deficiency, inconsistency, or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations (but only if CONSTRUCTION MANAGER knew of such variance) without notifying the Professional(s) and prior to receiving written authorization from the appropriate Professional(s) to proceed, the CONSTRUCTION MANAGER shall be responsible for the consequences of such performance.

2.1.2 Drawings are generally drawn to scale; however, the figured dimensions or notes on the drawings shall govern. Before ordering any materials or doing any Work, the CONSTRUCTION MANAGER and subcontractors shall make reasonable efforts, consistent with the schedule, to verify all measurements at the Site and shall be responsible for the correctness of same. Discrepancies discovered shall be reported in writing to the Professional prior to proceeding with the Work. No extra charge or compensation will be considered due to differences between actual

measurements and dimensions indicated on drawings, if such differences do not result in a change in the scope of Work, or if the Professional failed to receive written notice from CONSTRUCTION MANAGER, despite knowledge of the discrepancy, before the Work was performed.

2.1.3 If the CONSTRUCTION MANAGER believes that additional time or cost is required due to clarifications or instructions from the Professional resulting from a conflict in the Construction Documents, the CONSTRUCTION MANAGER shall make claims as provided for in Chapter 3, Article 3, Section 25.8. If the CONSTRUCTION MANAGER fails to comply with Chapter 3, Article 2, Section 2.1.1 or 2.1.2, the CONSTRUCTION MANAGER shall pay such costs and damages to the OWNER as would have been avoided if the CONSTRUCTION MANAGER had complied. The CONSTRUCTION MANAGER will not be liable to the OWNER or Professional for damages resulting from errors, inconsistencies, or omissions in the Construction Documents, or for differences between field measurements or conditions and the Construction Documents, unless the CONSTRUCTION MANAGER recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Professional and the OWNER.

2.2 **Sufficiency of Site.** Prior to signing this Agreement for Construction Management, the CONSTRUCTION MANAGER has:

2.2.1 Visited the Site and become familiar with observable local conditions under which the Project is to be constructed and operated;

2.2.2 Reviewed and familiarized itself with the Site survey and any existing structures on the Site, and reviewed all other information provided by OWNER and necessary for a full understanding of the Work. OWNER will provide all hazmat and subsurface reports and test results, and all as-builts for existing facilities, utilities, and infrastructure;

2.2.3 Without limitation, the CONSTRUCTION MANAGER shall ascertain the location of all existing utilities prior to beginning new and alteration work, shall verify locations of utility lines shown on drawings and shall locate and mark each utility prior to start of construction. Any damage caused to any utility as a result of work on this Project shall be promptly repaired or replaced at the sole expense of the Contractor, and no additional money will be paid by the OWNER; and

2.2.4 In addition, if the Work involves modifications to or remodeling of an existing structures or other man-made feature(s) on the Site, the CONSTRUCTION MANAGER has also:

(i) Reviewed available as-built and record drawings, plans and specifications; and

(ii) Observed structure(s) and man-made feature(s) to be modified or remodeled to the best of CONSTRUCTION MANAGER's ability, prior to submission of the GMP Proposal.

Claims resulting from the CONSTRUCTION MANAGER's failure to familiarize itself as required in this paragraph with the Site or pertinent documents shall be deemed waived.

ARTICLE 3
CONSTRUCTION MANAGER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

3.1 **Execution of Work.** The CONSTRUCTION MANAGER shall diligently execute and fulfill its obligations under this Agreement for Construction Management, employing its utmost skill and attention. The CONSTRUCTION MANAGER covenants with the OWNER to provide management, supervision, coordination, labor, and services: (i) that complete the Work expeditiously, economically, and in a manner most aligned with the OWNER's interest and objections; (ii) that adhere to the Construction Documents and this Agreement; and (iii) that conform to the highest standards currently practiced by individuals and entities undertaking projects of similar scope, complexity, and cost.

3.1.1 The CONSTRUCTION MANAGER may not be required to provide professional services which constitute the practice of landscape architecture, architecture or engineering.

3.1.2. All services provided by the CONSTRUCTION MANAGER for the Project shall be performed by or under the immediate supervision of individuals with expertise in the relevant discipline, unless such services are specifically required by the Construction Documents or are necessary to fulfilling the CONSTRUCTION MANAGER's responsibilities regarding construction means, methods, techniques, sequences, and procedures. The CONSTRUCTION MANAGER shall not provide professional services in violation of law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required by the Construction Documents, the OWNER and Professional shall specify all performance and design criteria that such services must satisfy. The CONSTRUCTION MANAGER shall ensure such services or certifications are furnished by a duly licensed design professional, whose signature and seal shall appear on the drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Professional. The OWNER and the Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the OWNER and the Professional have specified to the CONSTRUCTION MANAGER all performance and design criteria that such services must satisfy. The Professional shall review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. The CONSTRUCTION MANAGER shall not be responsible for the adequacy of the performance or design criteria required by the Construction Documents.

3.1.3 The CONSTRUCTION MANAGER shall, in the course of providing the Work, cooperate and communicate with the OWNER and all other persons or entities as required for satisfactory completion of the Project.

3.1.4 The CONSTRUCTION MANAGER shall not damage, endanger, compromise, or destroy any part of the Project or the Site, except as required by the Construction Documents, including by way of example and not limitation, work being performed by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures on the Site. Subject to the provisions of the Agreement concerning Builder's Risk insurance, and the terms of **Appendix "I"**, should the CONSTRUCTION MANAGER or their sub-contractors and/or suppliers damage, compromise or destroy any part of the Project or the Site, the CONSTRUCTION MANAGER shall be fully and exclusively responsible for and bear all associated costs.

3.2 **Compliance with Governmental Requirements.** The CONSTRUCTION MANAGER shall:

3.2.1 Comply with all applicable laws, statutes, building codes, rules, regulations, and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, provided, however, that the CONSTRUCTION MANAGER is not responsible for ensuring that the Construction Documents comply with applicable codes or laws;

3.2.2 Prepare and file documents required to obtain, and shall obtain, all necessary approvals and permits, including any permit fees as identified in CONSTRUCTION MANAGER's GMP Proposal, such as building permit(s), from all governmental authorities having jurisdiction over the Work; and

3.3.3 Provide notices required of it by governmental authorities relating to the Project.

3.3 **Safety.** Safety shall be a primary concern of the CONSTRUCTION MANAGER at all times. The CONSTRUCTION MANAGER shall be responsible for and have control over the means, methods, techniques, sequences, and procedures for coordinating and constructing the Work, including Site safety, precautions, and programs. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONSTRUCTION MANAGER shall evaluate the jobsite safety and shall be fully and solely responsible for the jobsite safety. If the CONSTRUCTION MANAGER determines that such means, methods, techniques, sequences, or procedures defined in the Contract Documents may not be safe, the CONSTRUCTION MANAGER shall give timely written notice to the OWNER and the Professional and shall not proceed with that portion of the Work. In such case, the CONSTRUCTION MANAGER shall provide written notice of an alternative approach that can be executed safely, under supervision of the CONSTRUCTION MANAGER.

3.4 **Concurrent Records.** The CONSTRUCTION MANAGER shall, concurrently with performance, maintain detailed records of activities on the Site.

3.5 **As-Built Drawings.** The CONSTRUCTION MANAGER shall maintain at the Site a copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications, ensuring they are in good order and accurately marked to reflect all changes occurring during construction. These as-built drawings shall be available at all times to the OWNER, the Professional(s), the OWNER's consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color to document all variations during construction, and the CONSTRUCTION MANAGER shall include necessary supplementary notes and details to clearly and accurately represent as-built construction. However, the as- built drawings shall be kept electronically and signed and sealed by the Professional, if requested by the OWNER.

3.6 **Bribes and Kickbacks.** The CONSTRUCTION MANAGER shall not by any means:

3.6.1 Induce any person or entity employed in the construction of the Project to relinquish any part of the compensation to which that person or entity is entitled;

3.6.2 Confer on any governmental, public, or quasi-public official with authority to influence the Project, any payment, loan, subscription, advance, deposit of money, services, or anything of value, present or promised;

3.6.3 Offer or accept any bribes or kickbacks in connection with the Project from or to any individual or entity, including any trade contractors, subcontractors, consultants, suppliers, or manufacturers of Project goods and materials; or

3.6.4 Without the express written permission of the OWNER, mandate or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process, or procedure in which the CONSTRUCTION MANAGER has a direct or indirect proprietary or other pecuniary interest.

3.7 **Quality Control and Testing.** The CONSTRUCTION MANAGER shall establish and enforce a comprehensive quality management program to ensure superior construction quality. Unless otherwise specified in this Agreement for Construction Management, the OWNER shall select and compensate the quality control and testing agencies for the costs of specified tests and measures as required by the Construction Documents. The CONSTRUCTION MANAGER shall coordinate all tests and inspections, ensuring they are conducted in a manner that does not impede the Work's progress. No claims for time extensions or additional costs shall be permitted due to testing, retesting, inspection, re-inspection, or rejection of Work when defective or deficient Work is found.

3.8 **Incident Reporting.** The CONSTRUCTION MANAGER shall promptly notify the OWNER and Professional(s), both orally and in writing, of any incidents that may negatively impact the Work's quality or progress, including but not limited to union jurisdictional disputes, accidents, delays, damages to Work and other significant occurrences.

3.9 **Hazardous Substances.** The CONSTRUCTION MANAGER shall immediately notify the OWNER and the Professional(s), both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to Hazardous Substances and petroleum releases) of which it

becomes, or reasonably should have become, aware. If the CONSTRUCTION MANAGER encounters environmental contamination (including but not limited to Hazardous Substances and petroleum releases), the CONSTRUCTION MANAGER shall (i) immediately cease Work or that portion of the Work affected by or affecting such contamination; (ii) secure the contaminated area against unauthorized access; (iii) not disturb or remove the contamination; (iv) not proceed, nor permit any subcontractor or supplier to proceed, with any activities in the contaminated area until directed by OWNER; and (v) undertake all necessary measures to protect life and health. The OWNER shall retain the services of a licensed Environmental Consultant to verify the presence or absence of the material or substance reported by the CONSTRUCTION MANAGER and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. To the fullest extent permitted by Section 768.28, Florida Statutes, the OWNER shall indemnify and hold harmless the CONSTRUCTION MANAGER, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous materials and has not be rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom.

In the event of an accident, the CONSTRUCTION MANAGER shall prepare a detailed report of the incident. This report shall encompass all pertinent information, including the cause, corrective measures, preventive measures, along with photographic documentation and the results of all tests conducted subsequent to the incident.

3.10 **OWNER's Use of and Access to the Site.** The CONSTRUCTION MANAGER shall perform the Work so as not to unduly interrupt any operations of the OWNER on the Site. OWNER and CONSTRUCTION MANAGER shall coordinate any planned interruptions or closures.

3.10.1 The CONSTRUCTION MANAGER acknowledges that the OWNER may require access to or use of certain Site areas or Work before Substantial Completion is achieved by CONSTRUCTION MANAGER, and such access or use shall not signify or constitute the OWNER's acceptance of any Work.

3.10.2 The CONSTRUCTION MANAGER shall not enter any Owner-occupied Site area or Project unless first approved and scheduled by the OWNER. The CONSTRUCTION MANAGER understands and acknowledges that the OWNER may incur damages if the OWNER's operations on the Site are unduly interrupted or impaired as a result of the Work.

3.10.3 The CONSTRUCTION MANAGER shall provide reasonable access to the Site for the OWNER's own forces, and other consultants, trade contractors, subcontractors and suppliers, coordinating its construction and operations with theirs as required by the Construction Documents. All such personnel must adhere to CONSTRUCTION MANAGER's rules for the Site.

3.11 **Commissioning.** The CONSTRUCTION MANAGER shall work with the OWNER's Representative to schedule and coordinate the start-ups of all equipment and systems, as well as the commissioning of the Project.

3.11.1 The CONSTRUCTION MANAGER shall provide the OWNER with at least two (2) bound copies and one (1) electronic copy of the operation and maintenance manuals. These manuals shall include, but not be limited to, building system instruction manuals, building system warranties, and as built drawings/diagrams. The manuals must be delivered no less than thirty (30) calendar days before the Substantial Completion date to allow sufficient time for training before commissioning and the OWNER's occupancy of the Project.

3.11.2 The CONSTRUCTION MANAGER shall meet with the OWNER's personnel at least thirty (30) calendar days before the Substantial Completion date to facilitate and schedule training regarding the maintenance and operation of the Project. The appropriate Professional(s) will attend and assist with such familiarization and training.

3.12 **OWNER's Procedures and Review.** The OWNER has established specific procedures for the review and approval of plans, drawings, specifications, construction, and the quality of Work related to the Project. These procedures include reviews by the OWNER's personnel and agencies. The compensation provided herein anticipates and requires the CONSTRUCTION MANAGER's participation in these procedures. These procedures and committees are solely for the OWNER's use and benefit and do not confer any benefit on other parties including, the CONSTRUCTION MANAGER. These procedures do not modify, alter, or reduce the CONSTRUCTION MANAGER's standard of care under this Agreement or provide any defense or offset for issues related to its performance under the Agreement.

3.13 **Coordination of Work.** The CONSTRUCTION MANAGER recognizes that other contractor(s) may be engaged in work on or near the Project. The CONSTRUCTION MANAGER agrees to coordinate its activities with those of other contractor(s) to prevent interference with their work and to ensure that all prior work is completed and accepted before commencing its own Work as set forth herein.

ARTICLE 4
CONSTRUCTION MANAGER'S PERSONNEL, SUBCONTRACTORS,SUPPLIERS AND SITE FACILITIES

4.1 **Project Staffing**. The CONSTRUCTION MANAGER shall assign qualified and designated personnel and entities to fulfill its obligations and performance on the Project. The CONSTRUCTION MANAGER must submit a roster of project staff for the OWNER's review and approval. The OWNER reserves the right, at any time during the project, to request the substitution and/or removal of any personnel, with or without providing a reason.

4.1.1 The CONSTRUCTION MANAGER shall designate a representative (the "CONSTRUCTION MANAGER's Representative") to act as the primary communication liaison with the OWNER and the Professional(s).

4.1.2 The CONSTRUCTION MANAGER shall employ individuals skilled in their assigned tasks assigned and contract with subcontractors and suppliers skilled in their designated roles, ensuring harmonious collaboration with all trades, crafts, and personnel on the Project. The CONSTRUCTION MANAGER shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

4.1.3 The CONSTRUCTION MANAGER shall immediately remove from the Site, for the duration of the Project, any person making an inappropriate religious, racial, sexual, or ethnic comment, statement, or gesture toward any other individual.

4.1.4 The CONSTRUCTION MANAGER shall immediately remove from the Site, for the duration of the Project, any person who is incompetent, careless, or not working in harmony.

4.1.5 The CONSTRUCTION MANAGER shall be responsible to the OWNER for the actions and omissions of its agents and employees, consultants, subcontractors and suppliers.

4.1.6 The CONSTRUCTION MANAGER shall maintain a drug-free and alcohol-free work environment and job site.

4.2 **Subcontractor / Supplier Contracts.** The CONSTRUCTION MANAGER shall enter into written contracts with its subcontractors and suppliers, and those written contracts shall be consistent with this Agreement for Construction Management.

4.2.1 Prior to executing contracts, the CONSTRUCTION MANAGER shall provide each subcontractor and supplier with the relevant sections of this Agreement for Construction Management, including applicable portions of the Construction Documents to which the subcontractor or supplier will be bound. Each subcontractor and supplier must similarly provide their respective subcontractors and suppliers with these documents.

4.2.2 The CONSTRUCTION MANAGER shall include a provision in its contracts with subcontractors and suppliers acknowledging receipt and review of the applicable terms, conditions and requirements of this Agreement for Construction Management, and agreeing to comply with them.

4.2.3 The CONSTRUCTION MANAGER's contracts with subcontractors and suppliers shall preserve and protect OWNER's rights, ensuring compliance with the Construction Documents. Each subcontractor or supplier shall acknowledge that, in the event of the CONSTRUCTION MANAGER's default or persistent failure to enforce the subcontracts, the OWNER may exercise rights as a third-party beneficiary of the contract. The agreements must stipulate that, upon default or

termination of this Agreement for Construction Management and at the OWNER's request, the contracts will be assigned to OWNER.

4.3 **Resolution of Trade Disputes.** The CONSTRUCTION MANAGER shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

ARTICLE 5
GOODS, PRODUCTS, AND MATERIALS

5.1. **Quality of Materials.** The CONSTRUCTION MANAGER shall furnish goods, products, materials, equipment and systems which:

5.1.1 Comply with this Agreement for Construction Management;

5.1.2 Conform to applicable specifications, descriptions, instructions, drawings, data and samples;

5.1.3 Are new (unless otherwise specified or permitted) and without apparent damage;

5.1.4 Are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;

5.1.5 Are merchantable;

5.1.6 Are free from defects; and

5.1.7 Are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

5.2 **Installation and Use of Materials.** All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as approved equals, shall be furnished, used, installed, employed, and protected in strict compliance with the manufacturer's or supplier's specifications, recommendations, and instructions, unless these deviate from accepted construction practices or the Construction Documents. In such cases, the CONSTRUCTION MANAGER shall inform the OWNER and the appropriate Professional and proceed as directed by that Professional unless otherwise instructed by the OWNER. The CONSTRUCTION MANAGER shall coordinate all trade contracts and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and the validity of all warranties and guarantees, required by the Construction Documents.

5.3 **Unsuitable Materials.** The CONSTRUCTION MANAGER shall inform the OWNER of goods, products, materials, equipment or systems which the CONSTRUCTION MANAGER knows are unsuitable or unavailable at the time of bid submission. Claims regarding unsuitability or unavailability will not be entertained unless the CONSTRUCTION MANAGER, subcontractor, or supplier provided written notice to the OWNER at the time

of bid submission, along with proposed alternatives of equal or better quality with commensurate warranties, unless such issues arose post-submission. Approval by the OWNER and a Professional of substitute goods, products, materials, equipment or systems does not imply final acceptance if such items should be defective or misrepresented. Should the CONSTRUCTION MANAGER furnish any approved goods, products, materials, equipment or systems different from those specified in the Construction Documents, requiring additional materials or installation procedures, these shall be provided at no additional cost to the OWNER.

5.4 **Security for the Project.** The CONSTRUCTION MANAGER shall implement comprehensive security measures to protect the Project, including but not limited to the Work in progress, and all goods, products, materials, equipment, systems, construction machinery, tools, devices, and other items used or intended for use in the Work, whether stored on or off-site the CONSTRUCTION MANAGER or its subcontractors, materialmen, or others under its supervision. The CONSTRUCTION MANAGER shall bear all costs associated with implementing and maintaining these security measures and shall be responsible for any loss or damage resulting from a failure to provide adequate security. The CONSTRUCTION MANAGER shall regularly review and update the security measures to address changing conditions and merging threats throughout the duration of the project.

5.5 **Payment for Materials.** Unless otherwise specified in this Agreement for Construction Management, payments shall be for materials and equipment delivered and suitably stored at the Site for subsequent incorporation into the Work. If approved in advance by the OWNER in writing, payment may also be made for materials and equipment suitably stored off-site at an agreed location. Payment for stored materials and equipment, whether on or off-site, is contingent upon the CONSTRUCTION MANAGER's compliance with procedures satisfactory to the OWNER to establish the OWNER's title to such materials and equipment or otherwise protect the OWNER's interest. This includes costs for applicable insurance, storage, and transportation to the Site for such materials and equipment stored off-site.

5.6 **Brand Name or Alternate.** Notwithstanding the foregoing, if a product or service has been identified in the specifications by brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of service that will be acceptable. Unless the CONSTRUCTION MANAGER clearly indicated in its bid that it was proposing an alternate product or service, the bid shall be considered as offering the same brand name referenced in the specifications; provided, however, that if the CONSTRUCTION MANAGER proposes to furnish an alternate product or service after this Agreement for Construction Management has been fully executed, or after **Appendix "I"** has been executed if applicable, the CONSTRUCTION MANAGER shall receive the written authorization from the Professional and OWNER prior to incorporating such alternate product or service into the Work. An alternate to the brand name product/material specified will only be considered if the product/material is not readily available to meet the Construction Schedule, or if there is a cost-benefit to the OWNER. Should the Professional/OWNER accept an alternate brand name product/material any additional costs shall be borne by the CONSTRUCTION MANAGER. Also, such alternate will require cost comparison evidence and if found to be less expensive than the brand

specified, the OWNER will be entitled to a credit for the cost difference including the apportioned General Conditions and Management Fee. For purposes of this paragraph, an alternate shall be defined as a product or material differing substantially in quality and characteristics from the product or material set forth in the Contract Documents. If the Contract Documents specify an "or equal" product or material, an equal is defined as a product or material with the same quality or characteristics as that specified but differing in brand name.

ARTICLE 6
ARTICLES DOCUMENTS AND INFORMATION

6.1 **Information from OWNER.** If applicable, the OWNER shall provide the CONSTRUCTION MANAGER with information reasonably necessary to assist the CONSTRUCTION MANAGER in performing its services including but not limited to:

6.1.1 The Site legal description and any required survey;

6.1.2 All written and tangible material in its possession concerning Site conditions below ground, and in unobservable areas of existing structures;

6.1.3 If the Project involves an existing structure, all available as-built drawings, record drawings, plans, specifications, and structure system information with respect to such structure; and

6.1.4 The OWNER's pertinent Project dates and key milestone dates.

6.2 **Resolution of Questions.** The CONSTRUCTION MANAGER shall resolve all questions concerning the Construction Documents with the Professional who has prepared the documents by properly submitting a Request for Information (RFI).

6.3 **Processing of Documents.** When requested to do so by the OWNER, the CONSTRUCTION MANAGER shall process documents and provide other reasonably required drawings, services, and certifications necessary to enable the OWNER to (i) obtain financing or insurance for the Project; (ii) obtain approvals, permits, and Certificates of Occupancy for the Project not otherwise required to be obtained by CONSTRUCTION MANAGER; and (iii) represent that the Work complies with requirements of governmental agencies having jurisdiction over the Project.

6.4 **Sufficiency of OWNER Information.** The furnishing of information by the OWNER to the CONSTRUCTION MANAGER shall not relieve the CONSTRUCTION MANAGER of its obligations under this Agreement to assess and evaluate the information and documents provided. The CONSTRUCTION MANAGER shall diligently review all information and promptly notify the OWNER in writing if any additional information or services are necessary for the CONSTRUCTION MANAGER to effectively perform the Work. The CONSTRUCTION MANAGER is responsible for identifying and requesting any such additional information or services in a timely manner to prevent delays in the Project.

ARTICLE 7
SUBMITTALS

7.1 **Submittal Schedule.** The CONSTRUCTION MANAGER shall timely prepare and transmit to the designated Professional a schedule for all anticipated submittals. The schedule shall (i) include submittals required by the specifications, (ii) be in a format acceptable to the Professional, and (iii) set forth specific dates for submission of the listed submittals. The CONSTRUCTION MANAGER shall review and approve all submittals prior to submission to the Professional.

7.2 **Processing of Submittals.** The CONSTRUCTION MANAGER shall, in a timely fashion review, approve if appropriate, and forward submittals to the Professional(s) for review and approval, along with such detail and information as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed until such approval has been given.

7.2.1 A Professional is responsible to the OWNER, but not to the CONSTRUCTION MANAGER, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Agreement for Construction Management.

7.2.2 The CONSTRUCTION MANAGER shall perform no portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Professional. The Work shall then be performed in accordance with the approved submittals except that the CONSTRUCTION MANAGER shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Professional's approval of shop drawings, product data, samples, or similar submittals unless the CONSTRUCTION MANAGER has specifically in writing informed the Professional of such deviation at the time of submittal and (i) the Professional has given written approval to the specific deviation as a minor change in the Work; or (ii) a change order or construction change directive has been issued authorizing the deviation. The CONSTRUCTION MANAGER shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Professional's approval thereof.

7.3 The Professional shall review and approve, or otherwise appropriately act upon, the CONSTRUCTION MANAGER's submittals, such as shop drawings, product data, and samples, solely to verify conformance with the information given and the design concept expressed in the Contract Documents. The Professional shall perform this review with reasonable promptness to avoid delaying the Work or the activities of the OWNER, CONSTRUCTION MANAGER, or other contractors, while allowing sufficient time, as the Professional deems necessary, for thorough evaluation. The review of submittals is not intended to verify the accuracy of or completeness of details such as dimensions or quantities or to validate installation or performance instructions for equipment or systems, which remain the

CONSTRUCTION MANAGER's responsibility under the Contract Documents. The Professional's review does not relieve the CONSTRUCTION MANAGER of its obligations, nor does it signify approval of safety precautions or, unless specifically noted, any construction means, methods, techniques, sequences, or procedures. Approval of a specific item does not constitute approval of the entire assembly to which the item belongs.

7.4 By approving and submitting shop drawings, product data, samples, and similar submittals, the CONSTRUCTION MANAGER represents that the CONSTRUCTION MANAGER has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

ARTICLE 8
CONSTRUCTION MANAGER'S INSPECTION AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK

8.1 **Rejection and Correction of Work in Progress.** During the course of the Project, the CONSTRUCTION MANAGER shall inspect and promptly reject any Work (i) which does not conform to the Construction Documents; or (ii) which it discovers does not comply with any applicable law, statute, building code, rule, or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

8.1.1 The CONSTRUCTION MANAGER shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion and whether fabricated, installed, or completed. The CONSTRUCTION MANAGER shall bear all costs of correcting such Work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction, so long as the correction was due to an error or omission in the CONSTRUCTION MANAGER's Work.

8.1.2 The CONSTRUCTION MANAGER shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the OWNER or other trade contractors or subcontractors caused by the CONSTRUCTION MANAGER's correction or removal of Work rejected due to an error in the CONSTRUCTION MANAGER's Work.

8.2 **Covered or Concealed Work.** If a portion of the Work has been covered, the CONSTRUCTION MANAGER shall, if notified to do so by the OWNER or a Professional, uncover the designated portion for observation and then replace it.

8.2.1 If the designated portion of the Work was covered contrary to the request of the OWNER or the Professional, inspection required by Authority Having Jurisdiction (AHJ) or to requirements specifically expressed in the Construction Documents, the CONSTRUCTION MANAGER shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.

8.2.2 If the designated portion of the Work was covered prior to a specific request by the OWNER or the Professional that it remain uncovered, the CONSTRUCTION MANAGER shall receive additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule(s) only if the designated portion of the Work was in conformance with the Construction Documents.

8.3 **Acceptance of Non-Conforming Work.** If the OWNER chooses to accept work that does not conform to the requirements of the Contract Documents, the OWNER may, at its sole discretion, accept such non-conforming work instead of requiring its removal and correction. In such cases, the Construction Price shall be equitably reduced to account for the diminished value of the non-conforming Work, as determined by the OWNER. This adjustment shall be made regardless of whether final payment has been issued or not. The OWNER also reserves the right to enforce any necessary corrections or adjustments even after acceptance, if it is later determined that the non-conforming Work adversely affects the project's overall quality or functionality.

ARTICLE 9
CHANGE ORDERS AND CHANGES TO THE WORK

9.1 **Change Order Requests.** Changes to the Work, compensation, or schedules may be requested by the OWNER, CONSTRUCTION MANAGER, or Professional after the execution of this Agreement, without invalidating the Agreement. The OWNER's Project Manager shall be responsible for preparing change orders and construction change directives unless otherwise specified. All Change Order requests must be submitted in writing and approved before the commencement of the Work subject to the Change Order, except as otherwise provided herein.

9.1.1 With respect to such requests for changes by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall prepare and submit Change Order requests to the OWNER's Project Manager.

9.1.2 The CONSTRUCTION MANAGER shall promptly review and respond to Change Order requests submitted by OWNER or Professional.

9.1.3 When requested, the CONSTRUCTION MANAGER shall provide the OWNER's Project Manager and/or the Professional with drawings, specifications, or other relevant data in supporting a Change Order request.

9.1.4 Each Change Order shall clearly state the impact on both the construction schedule and the Contract Price. This impact assessment must include: (i) the time extension or reduction, if any, resulting from the change; and (ii) the additional cost or cost reduction associated the change. The Change Order shall address these impacts separately, but together with any other concurrent Change Orders or adjustments, to ensure an accurate and comprehensive adjustment to the overall project timeline and budget.

9.2 **OWNER-Directed Changes.** The OWNER may unilaterally direct the CONSTRUCTION MANAGER to implement changes in the Work, provided such

changes fall within the general scope of this Agreement. Upon receipt of written direction from the OWNER, the CONSTRUCTION MANAGER, shall promptly proceed with the directed changes.

9.3 **Professional-Directed Changes**. A Professional, with the OWNER's prior written approval, may direct the CONSTRUCTION MANAGER to make minor changes that are consistent with the intent of the Construction Documents and do not affect Project cost, construction time, scope, or approved design elements. Such minor changes shall be documented by written field orders and executed by the CONSTRUCTION MANAGER and OWNER.

9.4 **Administration of Changes.** The Professional will prepare all required technical documentation, including drawings and specifications, for minor changes, Change Order requests, and Change Orders. The OWNER's Project Manager will administer and manage the overall Change Order process, ensuring coordination among all parties and integration of changes into the project schedule and budget.

9.5 **Compensation for Changes.** With respect to all change order requests involving credit to the OWNER or additional compensation to the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the Work involved in the proposed change; and (iv) provide a reasonable price quotation to the Owner's Project Manager and Professional.

9.5.1 If price quotations for change order requests are determined to be unreasonable, the CONSTRUCTION MANAGER shall, in writing, justify said quotations or provide additional back-up materials. If after review of the additional information the OWNER's Project Manager and/or Professional determines the quotation is unreasonable, the OWNER may require the subject Work be performed on a time and material basis.

9.5.2 The CONSTRUCTION MANAGER and its subcontractors and suppliers shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by this Agreement and shall not be entitled to additional reimbursement for home office, other non-jobsite or indirect overhead expenses, but shall be paid for change order Work as allowed by other sections of this Agreement.

9.5.3 It is the responsibility of the CONSTRUCTION MANAGER to review and approve all pricing of additional work required of its subcontractors and suppliers.

9.5.4 Additional work which is not part of the Contract Documents, and which does not impact the critical path shall require an executed change order and is not entitled to an extension of time, but the CONSTRUCTION MANAGER shall be compensated as provided in Chapter 1, Article 4, Section 4.3.

9.5.5 Additional work which is not part of the Contract Documents, and which does impact the critical path shall require a change order and the CONSTRUCTION MANAGER is entitled to an extension of time and the CONSTRUCTION MANAGER shall be compensated as provided in Chapter 1, Article 4, Section 4.3. No other costs relating to the approved extension of time shall be permitted.

9.6 **Performance of Changes.** Upon receipt of a field order or fully executed change order, changes in the Work shall be promptly performed. All changes in the Work shall be performed under applicable conditions of the Construction Documents.

9.7 Disputes Regarding Changes.

9.7.1 Regardless of if there is a dispute (i) that a change has occurred; (ii) whether a change in the Work will result in adjustment of compensation or applicable schedules; or (iii) as to the amount of any adjustment of compensation or applicable schedules, the change shall be carried out if the OWNER so directs. No claim shall be prejudiced by performance of the Work so long as the OWNER is notified of the claim in writing prior to performance of the Work which is the subject of the dispute and the party disputing the decision of the OWNER recites the reasons for its dispute in the written notice. Failure to notify the OWNER in writing shall constitute a waiver of any claim resulting from the change.

9.7.2 In the event a change order request is approved by the OWNER in the absence of an agreement as to cost, time, or both, the appropriate Professional will (i) receive and maintain all documentation pertaining thereto; (ii) examine such documentation on the OWNER's behalf; (iii) take such other action as may be reasonably necessary or as the OWNER may request; and (iv) make a written recommendation to the OWNER concerning any appropriate adjustment in the Construction Price or time.

9.7.3 A Construction Change Directive is a written order prepared by the Professional and signed by the OWNER and the Professional, directing a change in the Work prior to agreement on any change in the Contract Price, time or both. The issuance of a Construction Change Directive does not invalidate the Agreement for Construction Management. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order. If the Directive provides for a change in the Contract Price, the adjustment shall be based on one of the following:

(i) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

(ii) Unit prices stated in the Contract Documents or subsequently agreed upon;

(iii) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or as set forth below.

9.7.4 The CONSTRUCTION MANAGER shall promptly proceed with the Work upon receipt of a Construction Change Directive and shall immediately advise the

Professional of any disagreement with the method of compensation set forth in the Directive.

9.7.5 The CONSTRUCTION MANAGER shall sign the Construction Change Directive if the CONSTRUCTION MANAGER agrees with the adjustment in the time or Contract Price. Upon signature, the Change Order Directive shall be effective as a Change Order.

9.7.6 If the CONSTRUCTION MANAGER does not respond promptly or disagrees with the method of adjustment, the method of adjustment shall be determined by the Professional on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, include a reasonable allowance for overhead and profit on increases and decreases in scope. In such case, the CONSTRUCTION MANAGER shall keep and present to the Professional and the OWNER an itemized accounting together with appropriate supporting data. Unless otherwise specified herein, costs shall be limited to:

(i) Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance directly attributable to the change;

(ii) Costs of materials, supplies and equipment, including the cost of transportation, whether incorporated or consumed directly attributable to the change;

(iii) Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CONSTRUCTION MANAGER or others directly attributable to the change;

(iv) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work directly attributable to the change.

9.7.7 The amount of credit to be allowed by the CONSTRUCTION MANAGER to the OWNER for a deletion or change which results in a net decrease in the Contract Price shall be the actual net cost as confirmed by the Professional. When there are both increases and decreases in the Work, the allowance for overhead and profit shall be figured on the basis of net increase, if any, of the change.

9.7.8 Pending the final determination of the total cost of the Change Directive, amounts not in dispute shall be included in future invoices for payment, accompanied by a fully executed Change Order. For costs in dispute, the Professional shall make an interim determination for purposes of monthly certification for payment for those costs. Either party may then submit a claim according to other provisions contained herein.

9.8 **Necessity for Signed Writing.** No act, omission or course of dealing shall alter the requirement that change orders shall be in writing and signed by the OWNER, and that change orders are the exclusive method for effecting any adjustment to compensation or applicable schedules. The CONSTRUCTION MANAGER understands and agrees, on

behalf of itself and its subcontractors and suppliers, that neither compensation nor applicable schedules can be changed by implication, oral agreement, or unwritten change order.

9.9 **Change Order as Final Agreement.** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work, which is the subject of the Change Order, including but not limited to, all direct and indirect costs and general conditions associated with such change and any and all adjustments to the Contract Sum, Contract Time and the Construction Schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

9.10 **Incorporated Language to Change Orders.** Each and every Change Order executed under this Agreement shall be interpreted to incorporate and include the following clause, whether or not such clause is specifically included or incorporated into the Change Order: "This Change Order represents a written modification between the parties to the Agreement and in based on the terms and conditions of that Agreement. This Change Order supersedes all prior negotiations, qualifications and terms for the changes in scope described in this Change Order and the Work contemplated is, except as noted otherwise specifically provided, subject to all the terms and conditions of the Agreement, including, without limitation, those concerning payment. By executing this Change Order, Contractor acknowledges that this Change Order includes all direct and indirect charges and costs arising out of this change. The Contractor further agrees that by executing this Change Order, it will be fully compensated for the cost and time impact of the change(s) required by the OWNER. All claims against the OWNER which are incidental to or as a consequence of this change, including, without limitation, delays, disruptions, suspensions, acceleration or other impacts, or claims arising out of the cumulative effect of the Change Orders for the Work, are fully satisfied. Contractor will commence its services upon the execution of this Change Order and will complete and Work in accordance with the current schedule, it being understood and agreed that time is of the essence in the completion of each and every provision or condition of this Change Order and the Agreement." The omission of this clause from any particular Change Order, any number of Change Orders or all Change Orders shall not constitute a waiver of this provision. Change orders must not include contingency and should accurately reflect the total amount required for completing the Work.

ARTICLE 10
FINANCIAL CLAIMS AND LIENS

10.1 **Notification Regarding Liens.** The CONSTRUCTION MANAGER shall immediately notify the OWNER and Professional(s), both orally and in writing, of the nature and details of any mechanics' liens, construction liens, CONSTRUCTION MANAGER's trust fund claims, or claims of any type made by anyone against the OWNER, the Professional(s), the CONSTRUCTION MANAGER or any subcontractor or supplier of any of them or against the Project whether or not such claims arise from the Work or not. The CONSTRUCTION MANAGER is obligated to submit partial payment affidavits with each pay application, certifying that all subcontractors have been duly compensated and have waived any claims

on the project. For final completion, the CONSTRUCTION MANAGER shall furnish all final payment affidavits within 30 days of receiving the subcontractors' retainage.

10.2 **Discharge of Liens.** The CONSTRUCTION MANAGER shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the Project. If any lien or claim filed against the Project is not discharged and released by the claimant, the CONSTRUCTION MANAGER shall, within a reasonable period of time, but in no event more than thirty (30) calendar days after request and at its own cost, promptly obtain discharge and release of, or indemnity for, such lien or claim by providing or filing, as appropriate, the requisite bond. If the CONSTRUCTION MANAGER fails to have any such lien or claim discharged and released, or fails to provide or file the requisite bond, the OWNER shall have the right to pay all sums necessary to obtain such a discharge and release, and the CONSTRUCTION MANAGER shall bear all expenses incurred by the OWNER in so doing.

ARTICLE 11
OWNER'S CONSULTANT(S), PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION

11.1 **OWNER's Designated Professional Representative.** Unless otherwise directed by the OWNER, one (1) designated Professional shall act as the OWNER's Professional representative from the effective date of this Agreement for Construction Management until one (1) year from the date of achievement of Substantial Completion.

11.1.1 The Professional so designated will be the OWNER's design representative during performance of the Work and will consult with and advise the OWNER on all design and technical matters.

11.1.2 The designated Professional will act as initial interpreter of the requirements of this Agreement for Construction Management and as the OWNER's advisor on claims.

11.2 **Professional Site Visits.** The Professional(s) will visit the Site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Agreement for Construction Management, including approved shop drawings and other submittals; (ii) the Construction Schedule; and (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

11.3 Professional Rejection of Work. The Professional(s) may disapprove or reject Work which does not comply with (i) this Agreement for Construction Management including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

11.4 Professional Evaluations.

11.4.1 The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Agreement for Construction Management and by any governmental entity having or asserting jurisdiction over the Project. The

Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work which does not conform to and comply with testing requirements.

11.4.2 The Professional(s) may require inspection or testing of any Work in addition to that required by this Agreement for Construction Management or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).

11.5 **Professional Submittal Activities.** The Professional(s) will timely review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen (14) calendar days, and will not approve any submittals unless such submittals conform with (i) the Project Construction Documents; (ii) this Agreement for Construction Management; and (iii) the OWNER's budgeted Total Project Construction Cost. A Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The CONSTRUCTION MANAGER remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performance of the Work.

11.6 **Professional Interpretations.** The Professional will, when requested to do so in writing by the CONSTRUCTION MANAGER, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. A Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Agreement for Construction Management.

11.7 **Professional Change Order Activities.** The Professional(s) will consult with and advise the OWNER concerning all change order requests and change orders on behalf of the OWNER.

11.8 **Professional Pay Application Activities.** The appropriate Professional will review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the CONSTRUCTION MANAGER and shall authorize payment by the OWNER to the CONSTRUCTION MANAGER in writing. After the Work is determined to be finally complete and the Professional determines that the CONSTRUCTION MANAGER has completed the Work, the Professional will determine whether the CONSTRUCTION MANAGER is entitled to final payment, and if so will so certify to the OWNER in writing.

11.9 **Professional Relationship to CONSTRUCTION MANAGER.** The duties, obligations, and responsibilities of the CONSTRUCTION MANAGER under this Agreement for

Construction Management shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of any Professional. The CONSTRUCTION MANAGER shall not be a third-party beneficiary of any agreement by and between the OWNER and any Professional. The duties of the CONSTRUCTION MANAGER to the OWNER will be independent of, and shall not be diminished by, any duties or obligations of the Professional to the OWNER.

ARTICLE 12
INSPECTION, CORRECTION OF WORK, AND PROJECT CLOSE OUT

12.1 **Substantial Completion.** Substantial Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Substantial Completion inspection, and the required Substantial Completion documentation and items have been produced. Notwithstanding anything herein, Substantial Completion shall not occur prior to the date which all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work, including landscaping and common areas (whichever is applicable) and the OWNER is otherwise able to fully utilize the Work for its intended purpose. Notwithstanding anything to the contrary contained herein, the Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy (whichever is applicable) with respect to the Work, and in connection therewith the OWNER shall comply with all its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.

12.1.1 When the CONSTRUCTION MANAGER believes that the Work is substantially complete, it shall notify the OWNER and the appropriate Professional that the Work is ready for a Substantial Completion inspection.

12.1.2 At or prior to the Substantial Completion inspection, the CONSTRUCTION MANAGER will prepare and furnish to the Professional a Declaration of Substantial Completion, which at a minimum, must:

(i) Contain a blank for entry of the date of Substantial Completion, which date will fix the commencement date of warranties and guaranties and allocate between the OWNER and the CONSTRUCTION MANAGER responsibility for security, utilities, damage to the Work, and insurance;

(ii) Include a list of items to be completed or corrected and state the time within which the listed items will be completed or corrected; and

(iii) Contain signature lines for the OWNER, the CONSTRUCTION MANAGER, and the Professional.

12.1.3 Upon receipt of notification from the CONSTRUCTION MANAGER, the appropriate Professional will coordinate with the OWNER and the CONSTRUCTION MANAGER a date for inspection of the Work to determine whether the Work is substantially complete.

12.1.4 At inspection(s) to determine whether the Work is substantially complete, the Professional will:

(i) Inspect the Work;

(ii) List additional items to be completed or corrected; and

(iii) Determine, in consultation with the OWNER, whether Substantial Completion of the Work has occurred.

12.1.5 If the Work is determined not to be substantially complete, the Work shall be prosecuted until the Work is substantially complete and the inspection process shall be repeated at no additional cost to the OWNER until the Work is determined to be substantially complete.

12.1.6 On or prior to the required date of Substantial Completion, the CONSTRUCTION MANAGER shall deliver to the appropriate Professional keys, permits, the certificate of occupancy, and other necessary and customary documents and items pre-requisite for the OWNER's occupancy and use of the Work for its intended purpose. The Professional will obtain and review Substantial Completion documentation and items and will inform the CONSTRUCTION MANAGER of any deficiencies.

12.1.7 When the OWNER, the CONSTRUCTION MANAGER, and the appropriate Professional agree that the Work has passed the Substantial Completion inspection and the CONSTRUCTION MANAGER has produced the required Substantial Completion documentation and items, they shall each sign the Declaration of Substantial Completion declaring the Work substantially complete and establishing the actual date of Substantial Completion. The Declaration of Substantial Completion shall also include a list of and timeline for the completion of Work needing completion and correction. Failure of the CONSTRUCTION MANAGER to include an item on the list does not alter the responsibility of the CONSTRUCTION MANAGER to complete all Work in accordance with this Agreement for Construction Management.

12.1.8 The CONSTRUCTION MANAGER shall promptly correct the Work properly rejected by the Professional or failing to conform to the requirements of this Agreement for Construction Management, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting the rejected Work, including additional testing and inspections and compensation for the Professional's services and expenses made necessary thereby, shall be at the CONSTRUCTION MANAGER's expense.

12.1.9 Substantial Completion must be accompanied by a Certificate of Occupancy issued by the Authority (or Authorities) Having Jurisdiction over the Project.

12.2 **Final Completion.** Final Completion of the Work shall be recognized on the date that the Work successfully passes the Final Completion inspection. Final Completion shall not be deemed to have occurred and no final payment shall be due the CONSTRUCTION

MANAGER or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection.

12.2.1 When the CONSTRUCTION MANAGER believes the Work is finally complete, the CONSTRUCTION MANAGER shall notify the OWNER and the appropriate Professional that the Work is ready for Final Completion inspection.

12.2.2 Upon receipt of such notification from the CONSTRUCTION MANAGER, the Professional will coordinate with the OWNER and the CONSTRUCTION MANAGER to schedule an inspection date to determine whether the Work is finally complete.

12.2.3 At the Final Completion inspection to determine whether the Work is finally complete, the Professional will:

(i) Inspect the Work;

(ii) Determine whether all items on the list included with the Declaration of Substantial Completion have been satisfactorily completed and corrected;

(iii) Determine whether the Work complies with (a) this Agreement for Construction Management; (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and (c) applicable installation and workmanship standards;

(iv) Determine whether required inspections and approvals by the official(-s) having or asserting jurisdiction over the Project have been satisfactorily completed;

(v) Assess whether all closeout documents, attic stock, spare parts, etc, have been property transmitted to the OWNER; and

(vi) Determine, in consultation with the OWNER, whether the Work is finally complete.

12.2.4 If the Work is not finally complete, the CONSTRUCTION MANAGER shall continue to prosecute the Work, and the inspection process shall be repeated at no additional cost to the OWNER, until the Work is finally complete.

12.2.5 On or prior to the date of Final Payment, the CONSTRUCTION MANAGER shall deliver to the appropriate Professional the following Final Completion close-out documentation:

(i) Two (2) bound and one (1) electronic operation and maintenance manuals as required by Chapter 3, Article 3, Subsection 3.11.1

(ii) Two (2) sets of as-built drawings and markups;

(iii) Certification and affidavit that all insurance required of the CONSTRUCTION MANAGER beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the OWNER;

(iv) Written consent of the surety(ies), if any, to final payment;

(v) Full, final, and conditional waivers of mechanics or construction liens or full and final affidavits of payment, releases of CONSTRUCTION MANAGER's trust fund or similar claims, and release of security interests or encumbrances on the Project property from each contractor, subcontractor, supplier or other person or entity who has, or might have a claim against the OWNER or the OWNER's property;

(vi) Full, final, and conditional certification and affidavit that all of the CONSTRUCTION MANAGER's obligations to contractors, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;

(vii) All written warranties and guarantees relating to the labor, goods, products, materials, equipment and systems incorporated into the Work have been endorsed, countersigned, and assigned as necessary;

(viii) Affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of the Work;

(ix) A list of any item(s) due but unable to be delivered and the reason for non-delivery; and

(x) Any other documents reasonably and customarily required or expressly required herein and final close-out of the Work.

12.2.6 The appropriate Professional will review and determine the sufficiency of all Final Completion close-out documentation and items required for Final Payment which are submitted by the CONSTRUCTION MANAGER and will immediately inform the CONSTRUCTION MANAGER about any deficiencies and omissions.

ARTICLE 13
CONSTRUCTION MANAGER'S WARRANTIES AND GUARANTEES

13.1 **One-Year Warranty.** In addition to the warranties and guarantees set forth elsewhere in this Agreement for Construction Management, the CONSTRUCTION MANAGER, upon request by the OWNER or the Professional, shall promptly correct all failures or defects in the Work for a period of one (1) year after the actual date of Substantial Completion.

13.1.1 The CONSTRUCTION MANAGER shall schedule, coordinate and participate in a walk-through inspection of the Work one (1) month prior to the expiration of the one-year correction period, and shall notify the OWNER, the appropriate

Professional(s), and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

13.1.2 Should the CONSTRUCTION MANAGER fail to promptly correct any failure or defect; the OWNER may take whatever actions it deems necessary to remedy the failure or defect and the CONSTRUCTION MANAGER shall promptly reimburse the OWNER for any expenses or damages it incurs as a result of the CONSTRUCTION MANAGER's failure to correct the failure or defect.

13.2 **Express Warranties and Guarantees – CONSTRUCTION MANAGER.** In addition to the warranties and guarantees set forth elsewhere herein, the CONSTRUCTION MANAGER expressly warrants and guarantees to the OWNER:

13.2.1 That the Work complies with (a) the Construction Documents; and (b) to the best of its knowledge all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

13.2.2 That all goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Documents; and (c) merchantable; and

13.2.3 That all management, supervision, labor, and services required for the Work shall comply with this Agreement for Construction Management and shall be performed in a workmanlike manner.

13.3 **Express Warranties and Guarantees - Subcontractors and Suppliers.** The CONSTRUCTION MANAGER shall require that all of its subcontractors and suppliers provide written warranties, guarantees, and other undertakings to the OWNER and the CONSTRUCTION MANAGER in a form identical to the warranties, guarantees, and other undertakings set forth in this Agreement, including the warranties, guarantees and undertakings set forth in this Article, which warranties, guarantees, and undertakings shall run to the benefit of the OWNER as well as the CONSTRUCTION MANAGER.

13.4 **Non-Exclusivity and Survival.** The warranties and guarantees set forth in this Article shall be in addition to all other warranties, express, implied, or statutory, and shall survive the OWNER's payment, acceptance, inspection of or failure to inspect the Work, and review of the Construction Documents.

13.5 **Non-Limitation.** Nothing contained in Paragraph 13.1 shall be construed to establish a period of limitation with respect to the CONSTRUCTION MANAGER's obligations under this Agreement for Construction Management. Paragraph 13.1 relates only to the CONSTRUCTION MANAGER's specific obligations with respect to the Work and has no relationship to the time within which the CONSTRUCTION MANAGER's contractual obligations under this Agreement for Construction Management may be enforced, nor to

the time within which proceedings may be commenced to establish the CONSTRUCTION MANAGER's liability with respect to any contractual obligations pursuant to Paragraph 13.1 or contained elsewhere herein.

13.6 **Commencement of Obligations.** Unless otherwise specified, all of the CONSTRUCTION MANAGER's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the actual date of Substantial Completion.

13.7 **Limitation.** The CONSTRUCTION MANAGER's warranty excludes remedy for damage or defect caused by abuse, unauthorized modifications, improper or insufficient maintenance, improper operation, or normal wear and tear under standard use. If required by the OWNER, the CONSTRUCTION MANAGER shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

ARTICLE 14
OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

14.1 **Timely Compensation of CONSTRUCTION MANAGER.** The OWNER shall timely compensate the CONSTRUCTION MANAGER in accordance with this Agreement for Construction Management.

14.2 **Payment for Testing.** Unless otherwise required to be provided by the CONSTRUCTION MANAGER in its scope of services, the OWNER shall secure and pay for all Project testing.

14.3 **OWNER Review of Documents.** The OWNER shall review documents prepared by the CONSTRUCTION MANAGER in a timely manner and in accordance with schedule requirements. Review by the OWNER shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the CONSTRUCTION MANAGER of any of its responsibilities.

14.4 **Status of OWNER.** The OWNER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSTRUCTION MANAGER, for any of the foregoing purposes, be deemed the agent of the OWNER.

14.5 **OWNER's Utilities.** The OWNER shall provide water/sewer, gas and electrical energy only as they exist at the Site prior to the start of construction. Any fee charged by a utility company shall be an OWNER's Cost with the exception of any utility usage charges incurred during construction, which shall be the responsibility of the CONSTRUCTION MANAGER as a part of the General Conditions. The CONSTRUCTION MANAGER shall additionally be responsible for the costs associated with the provision of chemical toilets, with such costs included in the General Conditions. Costs associated with temporary wiring, temporary lighting, temporary electrical connections, temporary water/sewer connections, temporary gas connections, protection of existing utilities, and routing of utilities for jobsite

and office trailer use shall be a Subcontractors' Cost. Any fees charged by a utility after installation of permanent meters will be an OWNER's Cost.

Acceptance by the CONSTRUCTION MANAGER of the use of the OWNER's water, gas and electrical energy constitutes a release from the CONSTRUCTION MANAGER to the OWNER of all claims and liability for any damages or losses which may be incurred by the CONSTRUCTION MANAGER as a result of water, gas and electrical energy outages or voltage variations or surges, but not for time extensions arising out of the interruption or cessation of these utilities.

14.6 **Statements of OWNER's Capacity.** The OWNER, upon reasonable written request, shall furnish to the CONSTRUCTION MANAGER in writing statements of:

14.6.1 The record legal title to the Site on which the Project is located and the OWNER's interest therein at the time of execution of this Agreement for Construction Management.

ARTICLE 15
CONSTRUCTION MANAGER'S COMPENSATION

15.1 **Unit Prices.** For the purposes of calculating any additive or deductive changes for materials or items of work for which the CONSTRUCTION MANAGER has provided Unit Prices as incorporated into Exhibit "5" of **Appendix "I"**, the cost or savings of the change shall be calculated using the Unit Prices described in Exhibit "5" of **Appendix "I".**

15.2 **Schedule of Values.** Attached as Exhibit "4" of **Appendix "I"**, is the CONSTRUCTION MANAGER's Schedule of Values apportioning the different elements of the Work for purposes of periodic and final payment, including the times and amounts of payments for General Conditions and Management Fees. The CONSTRUCTION MANAGER's schedule of values shall be presented in the format, and with such detail and supporting information, requested by the Professional or OWNER. The CONSTRUCTION MANAGER shall not imbalance or artificially inflate any element of its schedule of values. Upon the Professional and OWNER's acceptance, the schedule of values shall be used to process and pay the CONSTRUCTION MANAGER's payment requests. The schedule of values shall not be changed without written approval by the OWNER.

15.3 **Invoicing Procedures.** In accordance with the procedures and requirements set forth in this Article, the CONSTRUCTION MANAGER shall invoice the OWNER and the OWNER shall pay the CONSTRUCTION MANAGER the Construction Price.

15.3.1 At least every thirty (30) calendar days after commencement of performance, but no more frequently than once a month, the CONSTRUCTION MANAGER shall submit invoices to the Professional requesting payment for labor and services rendered during the preceding thirty (30) calendar days. Each invoice shall contain such detail and be backed up with whatever supporting information the OWNER or the Professional reasonably requests and shall, at a minimum, state:

(i) The total Construction Price for the Project;

(ii) The amount due for properly provided labor, materials and equipment properly incorporated into the Project; and with respect to amounts invoiced for materials or equipment necessary for the Project and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the OWNER), be accompanied by written proof that the OWNER has title to such materials or equipment and that such material and equipment is fully insured against loss or damage;

(iii) A breakdown of the various parts of the Work as related to the Construction Price as shown on the Schedule of Values;

(iv) The value of the various parts of the Work actually performed;

(v) Previously invoiced amounts and credit payments made;

(vi) The total amount due, less any agreed retainage;

(vii) Submit a current Critical Path Method Schedule CPM Schedule with every pay application.

15.3.2. Additionally, invoices must include lien waivers and other documentation verifying payment to subcontractors and suppliers as reasonably requested by OWNER or Professional. The OWNER may require lien releases from CONSTRUCTION MANAGER, subcontractors, or any other parties providing labor, materials, or services, specifically related to the application for payment.

15.4 **Payment Procedures.**

15.4.1 The Professional will review the CONSTRUCTION MANAGER's applications for payment, including such accompanying data, information, and schedules as the Professional requires, to determine the amounts due to the CONSTRUCTION MANAGER and, based upon such review, together with its inspections of the Work, shall authorize payment by the OWNER to the CONSTRUCTION MANAGER in writing. Such authorization will constitute the Professional's certification to the OWNER that:

(i) The Work described in the CONSTRUCTION MANAGER's invoice has progressed to the level indicated;

(ii) The Work has been performed in accordance with the Agreement for Construction Management;

(iii) All necessary and appropriate lien waivers have been submitted; and

(iv) The amount requested is currently due and owing to the CONSTRUCTION MANAGER.

15.4.2 In the case of unit price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.

15.4.3 Payments shall be deemed timely if postmarked at least two (2) business days before the Payment Date defined in Chapter 1 or any other payment due date stated in this Article.

15.4.4 The Professional may withhold all or part of an application for payment to the extent reasonably necessary to protect the OWNER if in the Professional's opinion the representations to the OWNER required by subsection 15.4.1 cannot be made. If the Professional is unable to certify payment in the amount of the application, the Professional shall notify the CONSTRUCTION MANAGER and the OWNER as provided for herein. If the CONSTRUCTION MANAGER and the Professional cannot agree on a revised amount, the Professional shall promptly authorize payment for the amount which the Professional is able to make such representations to the OWNER. The Professional may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in the Professional's opinion to protect the OWNER from loss for which the CONSTRUCTION MANAGER is responsible, including loss resulting from its acts and omissions, because of:

(i) Defective Work not remedied;

(ii) Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the OWNER is provided by the CONSTRUCTION MANAGER;

(iii) Failure of the CONSTRUCTION MANAGER to make payments properly to subcontractors for labor, materials or equipment;

(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(v) Damage to the OWNER or other contractor;

(vi) Reasonable evidence that the Work will not be completed within dates established in the Construction Schedule, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or

(vii) Persistent failure to carry out the Work in accordance with this Agreement for Construction Management.

15.5 **OWNER's Right to Refuse Payment.** The Professional's approval of the CONSTRUCTION MANAGER's invoice will not preclude the OWNER from exercising any of its remedies under this Agreement for Construction Management. These remedies include, without limitation the OWNER's right to withhold all or part of any payment (including Final Payment) for the reasons described in Paragraph 15.4.1 or in this Paragraph 15.5. In the event of a dispute, payment shall be made on or before the Payment Date for amounts not in dispute, subject to any setoffs claimed by the OWNER. The OWNER shall have the right to refuse to make payment and, if necessary, may demand the

return of a portion or all of the amount previously paid to the CONSTRUCTION MANAGER to the extent due to:

15.5.1 The CONSTRUCTION MANAGER's failure to perform the Work in compliance with the requirements of this Agreement for Construction Management or any other agreement between the parties;

15.5.2 The CONSTRUCTION MANAGER's failure to correctly and accurately represent the Work performed in a payment request, or otherwise;

15.5.3 The CONSTRUCTION MANAGER's performance of the Work at a rate or in a manner that, in the OWNER's reasonable opinion, is likely to result in the Project being inexcusably delayed;

15.5.4 The CONSTRUCTION MANAGER's failure to use funds previously paid the CONSTRUCTION MANAGER by the OWNER, to pay the CONSTRUCTION MANAGER's Project-related obligations including, but not limited to, the CONSTRUCTION MANAGER's subcontractors, materialmen, and suppliers;

15.5.5 Claims made against the OWNER or its property;

15.5.6 Loss caused by the CONSTRUCTION MANAGER or the CONSTRUCTION MANAGER's subcontractors, or suppliers and not paid by insurance or covered by bonds provided by CONSTRUCTION MANAGER; or

15.5.7 The CONSTRUCTION MANAGER's failure or refusal to perform any of its obligations to the OWNER.

15.6 **CONSTRUCTION MANAGER's Right to Refuse Performance for Non-Payment.** If within the time set forth in Section 218.735, Florida Statutes, the OWNER, without cause or basis hereunder, fails to pay the CONSTRUCTION MANAGER any amounts then due and payable to the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall have the right, in addition to all other rights and remedies contained herein, to cease performance of the Work until receipt of proper payment after first providing fourteen (14) calendar days written notice to the OWNER of its intent to cease work.

15.7 **Correction of Past Payments.** All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and shall be corrected and adjusted in the final payment. In the event that any invoice contains a defect or impropriety which would prevent payment by the Payment Date, the OWNER shall notify the CONSTRUCTION MANAGER in writing of such defect or impropriety in accordance with Section 218.735, Florida Statutes. Any disputed amounts determined by the OWNER to be payable to the CONSTRUCTION MANAGER shall be due in the time frames set forth in Section 218.735, Florida Statutes, from the date the dispute is resolved.

15.8 **Interest on Outstanding Amounts Due.** To the extent allowed by Chapter 218, Florida Statutes, interest shall accrue on amounts owed by the OWNER to the CONSTRUCTION MANAGER which remain unpaid thirty (30) calendar days following the date on which payment is due.

No interest shall accrue when payment is delayed because of a dispute between the OWNER and the CONSTRUCTION MANAGER, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Interest shall accrue on retainage which is withheld to assure performance of this Agreement for Construction Management.

15.9 **Invoice Warranties and Guarantees.** The CONSTRUCTION MANAGER expressly warrants and guarantees to the OWNER that:

15.9.1 Title to all goods, products, materials, equipment, and systems covered by an invoice will pass to the OWNER either by incorporation into the Work, or upon receipt of payment by the CONSTRUCTION MANAGER, whichever occurs last;

15.9.2 All goods, products, materials, equipment, and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances; and

15.9.3 No goods, products, materials, equipment or systems covered by an invoice have been acquired by the CONSTRUCTION MANAGER, or its subcontractors or suppliers, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONSTRUCTION MANAGER, or its subcontractors or suppliers.

15.10 **CONSTRUCTION MANAGER's Signature.** The signature of the CONSTRUCTION MANAGER on any invoice constitutes the CONSTRUCTION MANAGER's certification to the OWNER that (i) the CONSTRUCTION MANAGER's services listed in the invoice have progressed to the level indicated and have been performed as required by this Agreement for Construction Management; (ii) the CONSTRUCTION MANAGER has paid its subcontractors and suppliers their proportional share of all previous payments received from the OWNER; and (iii) the amount requested is currently due and owing.

15.11 **Taxes.** The CONSTRUCTION MANAGER shall incorporate into the Construction Price, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment and systems incorporated into the Work which were legally required at the time of execution of this Agreement for Construction Management, whether or not yet effective or merely scheduled to go into effect. The CONSTRUCTION MANAGER shall secure, protect, hold harmless, and indemnify the OWNER from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the OWNER by any taxing authority with respect to such taxes. The CONSTRUCTION MANAGER shall cooperate with and assist the OWNER in securing qualified refunds of any sales or use tax paid by the OWNER or CONSTRUCTION MANAGER on goods, products, materials, equipment, or systems. Any refund secured shall be paid to the OWNER.

15.11.1 Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the OWNER is tax exempt when it purchases tangible personal property for use in public works

projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the OWNER, the following procedures will apply:

(i) The OWNER, through Resource Management or the Purchasing and Contracts Department, shall determine whether the OWNER shall directly purchase certain materials required for the Work.

(ii) Upon acceptance of the GMP, the CONSTRUCTION MANAGER shall prepare a list of proposed items that may be desirable for OWNER direct purchasing. Proposed items shall be items that are purchased in a single order from a single vendor with a value greater than $10,000. Upon reviewing this list, the OWNER shall determine whether it will directly purchase certain materials. The OWNER shall notify the CONSTRUCTION MANAGER in writing of the specific materials which are intended to be purchased.

(iii) Within ten (10) calendar days from receipt of the written notice described in Paragraph 15.11.1(ii), the CONSTRUCTION MANAGER shall advise the OWNER in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that the CONSTRUCTION MANAGER directs that the OWNER place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONSTRUCTION MANAGER requests that the OWNER include in the Purchase Order to the vendor.

(iv) The OWNER may, but is not required to, provide the CONSTRUCTION MANAGER with the proposed Purchase Order for the materials. In that case, the CONSTRUCTION MANAGER shall review the Purchase Order for compliance with the Construction Documents, including, without limitation, the plans, specifications, and Construction Schedule. Within the earlier of: five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by the CONSTRUCTION MANAGER pursuant to Paragraph 15.11.1(ii)(b) above, the CONSTRUCTION MANAGER shall provide the OWNER with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery thereof shall comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

(v) The OWNER shall thereafter issue a Purchase Order for the materials with the vendor.

(vi) The OWNER shall take title to those materials directly from the vendor and shall bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONSTRUCTION MANAGER. After the materials are delivered to the location designated by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall have full responsibility for their

storage, protection, risk-of-loss and installation pursuant to the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

(vii) The vendor shall invoice the OWNER directly for the materials purchased from the vendor. The OWNER shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONSTRUCTION MANAGER shall be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials, and to ensure the materials against loss through the date that they are delivered to the location designated by the CONSTRUCTION MANAGER, otherwise, nothing herein shall revise or modify the CONSTRUCTION MANAGER's responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Paragraph 15.11.1, the management of the materials once delivered or the incorporation of the materials into the Work, as provided in the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount. The OWNER and CONSTRUCTION MANAGER shall execute a written change order described in this Agreement, and approved in accordance with the OWNER's policy and the Change Order shall become a part of the Contract Documents as provided in this Agreement. The CONSTRUCTION MANAGER's fee will be calculated on the basis that the CONSTRUCTION MANAGER, rather than the OWNER, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the OWNER under this program. The calculation of the fee in this manner shall provide, among other things, specific supplemental consideration for the provisions of this Paragraph 15.11.1.

15.12 **Compensation of CONSTRUCTION MANAGER's Subcontractors and Suppliers.** Upon receipt of payment from the OWNER, the CONSTRUCTION MANAGER shall pay each of its subcontractors and suppliers out of the amount received by the CONSTRUCTION MANAGER on account of such subcontractor's or supplier's portion of the Work, the amount to which each entity is entitled, reflecting percentages actually retained from payments to the CONSTRUCTION MANAGER on account of such entity's portion of the Work. The OWNER shall have no obligation to pay, and shall not be responsible for payments to, the CONSTRUCTION MANAGER's subcontractors or suppliers. However, the OWNER reserves the right, but has no duty, to make payment jointly to the CONSTRUCTION MANAGER and to any of its subcontractors or suppliers in the event the OWNER becomes aware that the CONSTRUCTION MANAGER fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the OWNER, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the OWNER to repeat the procedure in the future.

15.13 **Final Payment.** Prior to being entitled to receive final payment, and as a condition precedent thereto, the CONSTRUCTION MANAGER must achieve Final Completion of the Work and provide documents needed for final payment. The OWNER shall, subject to its rights set forth above in this Article, make final payment of all sums due the CONSTRUCTION MANAGER within fourteen (14) calendar days of a Professional's execution of a final approval for payment.

ARTICLE 16
SCHEDULE REQUIREMENTS

16.1 **Construction Schedule.** The Construction Schedule for the project shall include all pertinent dates and periods for timely completion of the Work.

16.1.1 Unless otherwise directed and approved by the OWNER, the CONSTRUCTION MANAGER shall prepare the Construction Schedule as a critical path schedule with separate divisions for each major portion of the Work or operations. The Construction Schedule shall include and properly coordinate dates for performance of all divisions of the Work, including completion of off-site requirements and tasks, so that the Work can be completed in a timely and orderly manner consistent with the required dates of Substantial Completion and Final Completion.

16.1.2 Any Construction Schedule shall include (i) the required Commencement Date, the required dates of Substantial Completion and Final Completion; (ii) any guideline and milestone dates required by the OWNER; (iii) any applicable subcontractor and supplier subschedules; (iv) a submittal schedule which allows sufficient time for review of documents and submittals; (v) the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; and (vi) required decision dates.

16.1.3 By reviewing the Construction Schedule, the OWNER and Professional do not assume any of the CONSTRUCTION MANAGER's responsibility (i) that the Construction Schedule be coordinated or complete; or (ii) for timely and orderly completion by the required dates of Substantial Completion, Final Completion and any milestone dates required by the OWNER.

16.1.4 The CONSTRUCTION MANAGER shall review, on a weekly basis, the actual status of the Work against the Construction Schedule. The CONSTRUCTION MANAGER shall discuss the status of the Work weekly with the designated Professional, so that proper overall management may be provided.

16.1.5 The CONSTRUCTION MANAGER shall periodically and in all instances when the CONSTRUCTION MANAGER anticipates that performance of the Work will be delayed or in fact has been delayed, but not less frequently than monthly, prepare a revised Construction Schedule and show actual progress of the Work through the revision date, projected completion of each remaining activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. The updated Construction Schedule shall be accompanied by a narrative report which (i) states and explains any modifications of the critical path schedule,

including any changes in logic; (ii) defines problem areas and lists areas of anticipated delays; (iii) explains the anticipated impact the problems and delays will have on the schedule and scheduled activities; (iv) reports corrective action taken or proposed; and (v) states how problems anticipated by projections shown on the schedule will be resolved to avoid delay in delivering the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the OWNER, if any.

16.1.6 The Contractor's initial Construction Schedule, developed during the Preconstruction Phase, must be attached as Exhibit "2" to **Appendix "I"**. In the event that the attached Construction Schedule does not strictly comply with this Paragraph, the OWNER does not waive, and specifically reserves, its right to require the CONSTRUCTION MANAGER's strict compliance with this Paragraph.

16.1.7 The receipt of the required updated Construction Schedule is a condition precedent to payment upon any application for payment. In addition, the CONSTRUCTION MANAGER agrees to provide an updated Construction Schedule which strictly complies with this Paragraph on or before ten (10) days after the OWNER's written request. Any submissions of the Construction Schedule hereunder must be in hard copy and electronic data file format, either in its native data format, or converted to a format requested by the OWNER.

16.1.8 In the event any updated Construction Schedule indicates any delays to the required Milestones or Completion Date, the CONSTRUCTION MANAGER shall propose an affirmative plan to recover from any delay to achieve the Milestones and Completion Date, including overtime and additional labor, if necessary. In no event shall any updated Construction Schedule or plan for recovery hereunder constitute notice, demand, or acceptance of an adjustment in the Contract Time, Contract Sum, any Milestone Date, or the Completion Date unless any such adjustment is agreed to by the OWNER and authorized pursuant to a Change Order as provided in the Agreement.

16.1.9 The OWNER may, but is not required to, review any Construction Schedule for, among other things, whether the schedule describes in a manner satisfactory to the OWNER, a reasonable and realistic progress of the Work that achieves the required Milestones and Completion Date. The OWNER may reject the Construction Schedule if the Construction Schedule fails to describe in a manner satisfactory to the OWNER, a reasonable and realistic progress of the Work that achieves the required Milestones and Completion Date, or, if the Construction Schedule indicates any delays to the required Milestones or Completion Date, whether the CONSTRUCTION MANAGER has provided a plan for recovery which describes in a manner satisfactory to the OWNER, a reasonable and realistic recovery that achieves the required Milestones and Completion Date. If the Construction Schedule is not accepted by the OWNER, the CONSTRUCTION MANAGER shall promptly revise the Construction Schedule in accordance with the reasonable recommendations of the OWNER and re-submit a revised updated Construction Schedule to the OWNER.

16.1.10 The CONSTRUCTION MANAGER shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the OWNER of any proposed change in the Construction Schedule or of any delays or potential delays in the Construction Schedule.

16.1.11 The CONSTRUCTION MANAGER shall engage such personnel and staff as are required to fulfill its requirements under this Section. At the very least, the CONSTRUCTION MANAGER shall staff the Project with one (1) scheduling manager who shall have, as his or her responsibility for the Project, the fulfillment of the CONSTRUCTION MANAGER's requirements hereunder. The manager shall be assigned to the Project for such hours per week as are required to achieve the CONSTRUCTION MANAGER's responsibilities hereunder and consistent with the conditions of the Project.

16.1.12 CONSTRUCTION MANAGER agrees to perform the Work in the manner, sequence and timing necessary to fully comply with the Construction Schedule or any updates thereof. CONSTRUCTION MANAGER will perform the Work diligently, expeditiously and with adequate resources to complete all the Work by the date determined in the Construction Schedule.

16.1.13 TIME IS OF THE ESSENCE WITH RESPECT TO EACH TERM OF THE CONSTRUCTION MANAGER'S PERFORMANCE OF THIS AGREEMENT. WITHOUT LIMITATION, ACHIEVEMENT OF EACH MILESTONE IN THE CONSTRUCTION SCHEDULE AND SUBSTANTIAL COMPLETION OF THE CONSTRUCTION OF THE WORK BY THE SUBSTANTIAL COMPLETION DATE, THE CONSTRUCTION MANAGER'S PERFORMANCE OF THE AGREEMENT PURSUANT TO THE CONSTRUCTION SCHEDULE, INCLUDING WITHOUT LIMITIATION, ACHIEVEMENT OF EACH MILESTONE IN THE CONSTRUCTION SCHEDULE AND SUBSTANTIAL COMPLETION OF THE CONSTRUCTION OF THE WORK BY THE COMPLETION DATE IS A CRITICAL AND MATERIAL REQUIREMENT OF THE CONSTRUCTION MANAGER'S PERFORMANCE OF THE WORK. THE CONSTRUCTION MANAGER ACKNOWLEDGES THAT THE ACHIEVEMENT OF SUBSTANTIAL COMPLETION OF THE WORK BY THE COMPLETION DATE IS A CRITICAL AND MATERIAL REQUIREMENT OF THE CONSTRUCTION MANAGER'S PERFORMANCE OF THE WORK, AGREES THAT THE WORK CAN BE PERFORMED BY THE COMPLETION DATE AND OTHERWISE AGREES TO USE ITS BEST EFFORTS TO PERFORM THE WORK TO ACHIEVE THE SUBSTANTIAL COMPLETION BY THE COMPLETION DATE.

16.2 Delay in Performance.

16.2.1 The CONSTRUCTION MANAGER expressly agrees to complete the work within the time specified. Upon request and approval as provided for in the Contract Documents, OWNER may grant an extension of the allowable Contract

Time when Work on the critical path is delayed by factors or impacts determined to be beyond the CONSTRUCTION MANAGER's control which could not have been reasonably anticipated or contemplated at the time bids for the Work were received. Extension of the Contract Time will not be granted for impacts or delays due to fault or negligence of the CONSTRUCTION MANAGER, or for reasonable anticipated adverse weather conditions. No claim for an extension of time for delays shall be considered unless notice is provided to the OWNER in writing within five (5) business days after commencement of each such occurrence stating the probable duration of the delay and unless the CONSTRUCTION MANAGER establishes by critical path method (CPM) analysis that the impact affects the critical path of the project and delays the planned Substantial Completion date of the Work.

16.2.2 The extension of time provided for in Paragraph 16.2.1 shall be the CONSTRUCTION MANAGER's sole remedy for any delay. The OWNER shall not be obligated or liable to the CONSTRUCTION MANAGER for, and the CONSTRUCTION MANAGER expressly waives any claims against the OWNER on account of, any damages, costs or expenses of any nature whatsoever which the CONSTRUCTION MANAGER, its subcontractors of any tier or any other person may incur as a result of any delays, interference, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, it being understood and agreed that the CONSTRUCTION MANAGER's sole and exclusive remedy in such event shall be an extension of the schedule as provided for above. Without limitation, the CONSTRUCTION MANAGER waives claims relating to damages, delay damages or time-related costs or damages, including, without limitation: (1) profit on the additional costs beyond those as allowed elsewhere in the documents; (2) loss of anticipated profit; (3) indirect expenses; (4) impact costs; (5) loss of productivity; (6) inefficiency costs; (7) home-office overhead; (8) consequential damages, including but not limited to, loss of bonding capacity, loss of bidding opportunities, and insolvency; and (9) legal fees, claims preparation, expenses, or costs of dispute resolution. However, this provision shall not preclude the recovery of damages by the CONSTRUCTION MANAGER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the OWNER or the OWNER's Professional(s).

16.2.3 Claims relating to time shall be made in accordance with the applicable provisions of Chapter 3, Article 9.

16.2.4 In the event the CONSTRUCTION MANAGER is delayed through fraud, bad faith, or active interference of the OWNER or OWNER's Professional(s), or is delayed as a result of an OWNER's requested Change Order that impacts the critical path, then the CONSTRUCTION MANAGER shall be entitled to compensation in the same manner as set forth in Article 4 of Chapter 1 Additionally, in the event the CONSTRUCTION MANAGER's delay is deemed compensable by a court of competent jurisdiction, then the CONSTRUCTION MANAGER's compensation shall be in accordance of the procedures set forth in Article 4 of Chapter 1.

16.3 **Modifications to Time for Performance**. The CONSTRUCTION MANAGER shall determine and promptly notify the OWNER and the Professional(s) in writing when it believes adjustments to the required dates of Substantial Completion or Final Completion, or other milestone dates required by the OWNER, if any, are necessary, but no such adjustments shall be effective unless approved in writing by the OWNER and Professional(s).

16.4 **Early Completion**. The CONSTRUCTION MANAGER may attempt to achieve Substantial Completion before the required date of Substantial Completion. However, such planned early completion shall be for the CONSTRUCTION MANAGER's sole convenience and shall not create any additional CONSTRUCTION MANAGER's rights or OWNER obligations under this Agreement for Construction Management, nor shall it change the required dates of Substantial Completion or Final Completion. The OWNER shall not pay the CONSTRUCTION MANAGER any additional compensation for achievement of Substantial Completion or Final Completion prior to the required dates nor will the OWNER owe the CONSTRUCTION MANAGER any compensation should the OWNER cause the CONSTRUCTION MANAGER not to achieve Substantial Completion earlier than the required date of Substantial Completion or Final Completion earlier than the required date of Final Completion.

16.5 **Modification Substantial Completion or Final Completion Dates**. The CONSTRUCTION MANAGER may propose modifications to the required dates of Substantial Completion or Final Completion. The OWNER has the discretion to accept or reject such proposals. Any modification to these dates must be formalized through an authorized and accepted change order, explicitly stating the revised date(s). The change order must also specify that all references in this Agreement to the dates of Substantial Completion or Final Completion shall refer to the newly established dates. Consequently, all rights and obligations, including any liability of the CONSTRUCTION MANAGER for liquidated damages, will be based on the modified date(s).

16.6 **Document Submission for Review**. The CONSTRUCTION MANAGER shall provide documents to the OWNER and Professional(s) for review in accordance with the construction schedule detailed in **Appendix "I"**. Submissions must allow sufficient lead time to provide the OWNER and Professional(s) with a reasonable opportunity review, ensuring that all schedule requirements are met.

ARTICLE 17
LIQUIDATED DAMAGES

17.1 **Time of the Essence.** The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement for Construction Management and that the OWNER will incur damages if the Work is not completed on time. The CONSTRUCTION MANAGER shall at all times carry out its duties and responsibilities as expeditiously as possible and shall perform and complete its services so that (i) the Work progresses in accordance with the Construction Schedule; (ii) the Work is substantially completed by the required date of Substantial Completion; and (iii) the Work is finally complete by the date of Final Completion.

17.2 **Failure to Timely Achieve Completion.** The parties acknowledge that the OWNER will incur significant monetary and other damages if the CONSTRUCTION MANAGER fails to complete the work on time. If the CONSTRUCTION MANAGER, due to its own fault or neglect, fails to achieve Substantial Completion by the specified date in this Agreement, the CONSTRUCTION MANAGER shall pay the OWNER liquidated damages at the rate specified in Chapter 1 for each day of delay until Substantial Completion is achieved or the CONSTRUCTION MANAGER is terminated for default, whichever occurs first. If the CONSTRUCTION MANAGER is terminated for default, the OWNER reserves the right to recover damages separately for delays or impacts attributable to the CONSTRUCTION MANAGER's performance prior to termination. Similarly, if the CONSTRUCTION MANAGER fails to achieve Final Completion by the required date, liquidated damages, as outlined in Chapter 1, shall accrue for each day of unexcused delay.

17.3 **Excusable Delay**. If the CONSTRUCTION MANAGER is delayed in the progress or performance of the Work due to any of the following circumstances, such delays shall be considered an "excusable delay" and will entitle the CONSTRUCTION MANAGER to an extension of the Construction Schedule equal to the length of such delay provided: (i) such delay is not in any way caused by default or collusion on the part of the CONSTRUCTION MANAGER or by any cause which the CONSTRUCTION MANAGER could reasonably control or circumvent; (ii) the CONSTRUCTION MANAGER would have otherwise been able to timely perform all of its obligations under this Agreement for Construction Management but for such delay; and (iii) immediately but not later than seven (7) calendar days after the beginning of any such delay or after CONSTRUCTION MANAGER knows of the delay, the CONSTRUCTION MANAGER gives notice of its delay claim to the OWNER. Excusable delays include: (i) acts or omissions by the OWNER or Professional(s); (ii) changes ordered by the OWNER in the scope of Work; (iii) fire; (iv) unusual delays in transportation; (v) adverse unusual weather conditions not reasonably anticipated by the CONSTRUCTION MANAGER and material or labor shortages resulting therefrom; (vi) unavoidable casualties (including terrorism or acts of God); (vii) causes beyond the CONSTRUCTION MANAGER 's control which the OWNER agrees in writing are justifiable; or (viii) any other cause which the OWNER reasonably determines may justify the delay.

17.3.1. **Concurrent delays**. If delays are caused by a combination of factors, including both the CONSTRUCTION MANAGER's own actions or inactions and the aforementioned excusable delays, such delays are considered "concurrent delays." Concurrent delays are excusable but not compensable. This means that while the CONSTRUCTION MANAGER is entitled to an extension of time for these delays, they are not entitled to additional compensation for any extra costs resulting from the concurrent delays.

17.4 **OWNER's Right to Withhold Payment.** The OWNER may withhold payment to the CONSTRUCTION MANAGER if it reasonably believes that (i) Substantial Completion will be inexcusably delayed; or (ii) the CONSTRUCTION MANAGER will fail to achieve Final Completion by the date of Final Completion. The OWNER shall be entitled, but not required, to withhold an amount equal to the daily rate of liquidated damages specified in this Agreement for each calendar day of unexcused delay from any amounts otherwise due the CONSTRUCTION MANAGER.

17.4.1 Release of Withheld Funds. If the CONSTRUCTION MANAGER overcomes the delay and timely achieves Substantial Completion or Final Completion, or any part thereof, for which the OWNER had withheld payment, the OWNER shall promptly release to the CONSTRUCTION MANAGER the funds that were withheld but no longer applicable as liquidated damages.

17.4.2 Delay due to Labor Disputes. Delay caused by labor disputes, picketing, employee boycotts, or the like which directly or indirectly involves employees of the CONSTRUCTION MANAGER, its subcontractors or suppliers are not the responsibility of the OWNER. Such delays will only be considered for time extensions if agreed in writing by the OWNER at the time such events arise.

ARTICLE 18
CONCEALED AND UNFORESEEN CONDITIONS

18.1 **Notification Regarding Unusual Conditions.** If (i) the CONSTRUCTION MANAGER encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the Work; or (ii) the conditions vary from those indicated by the Construction Documents; and (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall promptly, but in no event later than three (3) calendar days after first observance of the conditions, or within three (3) calendar days of the CONSTRUCTION MANAGER being notified by a subcontractor of the condition, notify the appropriate Professional(s) and the OWNER before conditions are disturbed and give the Professional(s) or the OWNER opportunity to observe the condition in its undisturbed state.

18.1.1 The conditions will be promptly investigated and, if they differ substantially and cause a material increase or decrease in the CONSTRUCTION MANAGER's cost of, or time required for, performance of the Work, compensation, or time for performance or both will be equitably adjusted.

18.1.2 All adjustments in compensation or extensions of time shall be by change order. From the date of observation of the changed conditions, the CONSTRUCTION MANAGER shall have (21) twenty-one days to make a request for a change order.

18.1.3 The CONSTRUCTION MANAGER's failure to notify the Professional(s) and OWNER as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

ARTICLE 19
CONSTRUCTION MANAGER'S RECORDS

19.1 **Preparation of Records.** The CONSTRUCTION MANAGER shall, concurrently with performance of its services, prepare substantiating records regarding services rendered and goods furnished.

19.2 **Retention of Records.** The CONSTRUCTION MANAGER shall retain in its records copies of all (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) change order files (including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including by way of example overhead allocations, payroll records, time sheets, rental receipts, fixed asset records); and (xii) other documents such as plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings or things which document the Project, its design, its cost, and its construction.

19.2.1 The CONSTRUCTION MANAGER shall maintain substantiating records for five (5) years after the date of Final Completion or for any longer period of time as may be required by law or good construction practices. If the CONSTRUCTION MANAGER receives notification of a dispute or the commencement of litigation regarding the Project within this five-year period, the CONSTRUCTION MANAGER shall continue to maintain all Project records until final resolution of the dispute or litigation.

19.2.2 The CONSTRUCTION MANAGER shall, upon fourteen (14) calendar days' request from the OWNER, for good cause secure from its subcontractors and suppliers copies of (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) Change Order files (including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including overhead allocations), and (xii) other documents generated with respect to the Project.

19.3 **Access to Records.** The CONSTRUCTION MANAGER, upon the OWNER's request, shall provide access to its Project records during normal business hours to the OWNER, its authorized representative, or any state, federal, or other regulatory authority. These parties shall have the right to audit, inspect, examine, review, and copy the CONSTRUCTION MANAGER's Project records. Such access shall be provided at the requesting party's reasonable expense and within a suitable workspace at the CONSTRUCTION MANAGER's facilities. If the CONSTRUCTION MANAGER fails to provide the requested documentation or records, including those from its subcontractors and suppliers, the OWNER reserves the right to disallow and withhold payment for any costs that cannot be substantiated with appropriate records. This means that any costs related to the incomplete documentation will not be reimbursed under this Agreement, ensuring that only properly documented expenses are considered for payment.

19.4 Public Records / Copyrights.

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

B. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSTRUCTION MANAGER for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The CONSTRUCTION MANAGER shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirement, whichever is longer. Prior to the close out of the contract, the CONSTRUCTION MANAGER shall appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County.

C. Any copyright derived from this agreement shall belong to the author. The author and the CONSTRUCTION MANAGER shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the CONSTRUCTION MANAGER in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable, and the contractor will not be eligible for any compensation.

D. Pursuant to Section 119.0701, Florida Statutes, the CONSTRUCTION MANAGER shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the services identified herein.

(ii) Provide the public with access to public records on the same terms and conditions that the OWNER would provide the records and at a cost that does not exceed the cost provided for by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the OWNER all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER.

E. Failure to comply with this Section will be deemed a material breach of this Agreement for which OWNER may terminate this Agreement immediately upon written notice to CONSTRUCTION MANAGER. CONSTRUCTION MANAGER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

F. **IF CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSTRUCTION MANAGER's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSTRUCTION MANAGER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

ARTICLE 20
PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

20.1 **Nature and Use of Information.** All information, documents, and electronic media furnished by the OWNER to the CONSTRUCTION MANAGER (i) belong to the OWNER; (ii) are proprietary and confidential; (iii) are furnished solely for use on the OWNER's Project; (iv) shall be kept confidential by the CONSTRUCTION MANAGER except for use for this Project; and (v) shall not be used by the CONSTRUCTION MANAGER on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. The OWNER hereby grants to the CONSTRUCTION MANAGER a limited license to use and reproduce applicable portions of the Construction Documents necessary for execution of the Work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents.

20.2 **Disclosure of Information.** The CONSTRUCTION MANAGER shall not disclose any information it receives from the OWNER to any other person or entity except to the extent

necessary to allow it to perform its duties under this Agreement for Construction Management.

20.3 **Instructions to Employees.** Because it is difficult to separate proprietary and confidential information from that which is not, the CONSTRUCTION MANAGER shall instruct its employees and agents to regard all information which is not in the public domain as information which is proprietary and confidential, subject to uses permitted hereunder.

20.4 **Non-Publication.** Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the OWNER's common law copyrights or other reserved rights.

ARTICLE 21
GENERAL INSURANCE REQUIREMENTS

21.1 CONSTRUCTION MANAGER, at its sole expense shall maintain the insurance under this Agreement at all times throughout the duration of this Agreement and have this insurance approved by OWNER's Risk Manager with the Resource Management Department. CONSTRUCTION MANAGER shall immediately provided written notice to the OWNER upon receipt of cancellation of an insurance policy or a decision to terminate an insurance policy.

21.1.1. CONSTRUCTION MANAGER shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains adequate insurance, until the completion of their respective services, to protect the interests of OWNER and CONSTRUCTION MANAGER. At a minimum, this will include Workers' Compensation, Commercial General Liability, and Business Auto Liability to the limits required of CONSTRUCTION MANAGER in Appendix D and E. Sub-vendors or subcontractors providing professional services under this Agreement, if any, shall also be required to carry adequate Professional Liability insurance.

21.1.2. Neither approval by OWNER nor failure by OWNER to disapprove the insurance furnished by CONSTRUCTION MANAGER will relieve CONSTRUCTION MANAGER of its full responsibility for liability, damages, and accidents.

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

21.1.4. If OWNER elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONSTRUCTION MANAGER shall promptly provide to OWNER such additional information as OWNER may reasonably request, and

CONSTRUCTION MANAGER shall remedy any deficiencies in the policies of insurance within ten (10) days.

21.1.5. OWNER's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of OWNER to exercise this authority for the benefit of CONSTRUCTION MANAGER or any other party.

21.2 **General Requirements**.

21.2.1. Before commencing Work, CONSTRUCTION MANAGER shall furnish OWNER 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 the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements) and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the OWNER 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, CONSTRUCTION MANAGER shall provide OWNER 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.

21.2.2. In addition to providing the Certificate of Insurance, upon request of the OWNER, CONSTRUCTION MANAGER shall provide OWNER 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.

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

21.2.4. 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, Employers' Liability, and Umbrella Liability coverages.

21.2.5. In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to OWNER and OWNER shall apportion the proceeds between OWNER and CONSTRUCTION MANAGER as their interests may appear.

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

21.2.7. Coverage: The insurance provided by CONSTRUCTION MANAGER 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 OWNER's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONSTRUCTION MANAGER.

21.2.8. 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.

21.2.9. Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

21.3 Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements:

(i) 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.

(ii) 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.

(iii) 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 CONSTRUCTION MANAGER shall immediately

notify OWNER as soon as CONSTRUCTION MANAGER has knowledge of any such circumstance and, upon request of OWNER, 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 CONSTRUCTION MANAGER has replaced the unacceptable insurer with an insurer acceptable to the OWNER, CONSTRUCTION MANAGER will be deemed to be in default of this Agreement.

21.4 Specifications. Without limiting any of the other obligations or liabilities of CONSTRUCTION MANAGER, CONSTRUCTION MANAGER, at CONSTRUCTION MANAGER's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements). Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of Work by CONSTRUCTION MANAGER 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:

21.4.1. **Worker's Compensation/Employer's Liability**.

21.4.1.1. CONSTRUCTION MANAGER's insurance must cover CONSTRUCTION MANAGER 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.

21.4.1.2. 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.

21.4.1.3. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase of the Project.

21.4.1.4. If CONSTRUCTION MANAGER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONSTRUCTION MANAGER shall

provide notification to OWNER's Risk Manager with the Resource Management Department and shall complete the OWNER's Workers' Compensation Waiver Request. Approval of exemption is subject to OWNER's sole discretion. If approved, the named individuals listed in OWNER'S approved exemption will be the only individuals authorized to perform work under this Agreement.

21.4.1.5. Any vendor or contractor, including CONSTRUCTION MANAGER, using an employee leasing company must complete the OWNER'S Leased Employee Affidavit.

21.4.2. **Commercial General Liability**.

21.4.2.1. CONSTRUCTION MANAGER's insurance must cover CONSTRUCTION MANAGER 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, or equivalent acceptable to OWNER. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONSTRUCTION MANAGER'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.

21.4.2.2. 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.

21.4.2.3. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase of the Project.

21.4.3. **Business Auto Liability**.

21.4.3.1. CONSTRUCTION MANAGER's insurance must cover CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER does not own automobiles, CONSTRUCTION MANAGER 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.

21.4.3.2. If CONSTRUCTION MANAGER'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

21.4.3.3. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase of the Project.

21.4.4. **Excess/Umbrella Liability**.

21.4.4.1. Prior to the start of construction, CONSTRUCTION MANAGER shall evidence Excess/Umbrella Liability coverage. CONSTRUCTION MANAGER's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

21.4.4.2. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase of the Project.

21.4.5. **Pollution Liability**.

21.4.5.1. Prior to the start of construction, CONSTRUCTION MANAGER shall evidence Pollution Liability coverage. CONSTRUCTION MANAGER's insurance must cover CONSTRUCTION MANAGER for all of the following: (i) bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; (ii) Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; (iii) Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

21.4.5.2. If CONSTRUCTION MANAGER is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

21.4.5.3. Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

21.4.5.4. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase.

21.4.6. **Professional Liability**. CONSTRUCTION MANAGER shall maintain an Errors & Omissions Liability Policy providing professional liability coverage for any damages by wrongful acts, errors, or omissions.

21.4.6.1. In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONSTRUCTION MANAGER 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.

21.4.6.2. If CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall provide proof of such satisfactory coverage, subject to approval of OWNER.

21.4.6.3. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase.

21.4.7. **Builder's Risk**.

21.4.7.1. Prior to the start of construction, the CONSTRUCTION MANAGER shall provide All Risk Coverage no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 20 and CP 10 30.

21.4.7.2. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) in the course of construction must not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s), or structure(s) by the OWNER.

21.4.7.3. The policy must be written on a replacement cost/completed value basis in an amount at least equal to 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders, including Soft Cost Coverage, Loss of Use/Delay in Start-up Costs, which must at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's overhead and general Conditions, and equipment rental and must contain an agreed amount endorsement waiving any coinsurance penalty.

21.4.7.4. Such insurance must cover all property during construction and testing, materials while stored onsite and offsite and while in transit and must include

the OWNER, CONSTRUCTION MANAGER, Consultants, Contractors, and Subcontractors to the Project as Named Insured's. No crane, boom, jig, or weight exclusion may apply.

21.4.7.5. Loss Payee: The Board of County Commissioners of Seminole County, Florida, must be included as loss payee.

21.4.7.6. The minimum limits to be maintained by CONSTRUCTION MANAGER are as specified in the applicable Appendix, either Appendix D (Preconstruction Insurance Requirements), or Appendix E (Construction Insurance Requirements), depending on the phase.

21.5 The maintenance of the insurance coverage set forth in this Section may not be construed as to limit or have the effect of limiting CONSTRUCTION MANAGER's liability under the provisions concerning indemnification or any other provision of this Agreement.

ARTICLE 22
GENERAL BOND REQUIREMENTS

22.1 **General Bond Requirements.** In accordance with section 255.05, Florida Statutes, the CONSTRUCTION MANAGER shall furnish performance and payment bond(s), each in an amount not less than the Construction Price, inclusive of any modifications through change orders. Each bond shall:

22.1.1 Be issued by a surety authorized to conduct business in Florida and approved by the OWNER;

22.1.2 Be in a form that meets the standards established by the OWNER and includes all necessary statutory requirements;

22.1.3 Incorporate by reference all terms and conditions of this Agreement for Construction Management, ensuring full compliance with its provisions;

22.1.4 Be accompanied by a power of attorney certifying that the person(s) executing the bond have the authority to do so; and

22.1.5 Clearly state the names, addresses, and contact information of the CONSTRUCTION MANAGER, surety, and OWNER, as well as the contract and bond number and a detailed description of the Project.

22.2 **Delivery of Bonds.** The CONSTRUCTION MANAGER shall deliver any required bond(s), check(s) for all recording fees, and power(s) of attorney to the OWNER prior to commencement of the Work. All costs associated with procuring and recording the bonds shall be considered part of the general conditions cost. The OWNER shall not release any payments to the CONSTRUCTION MANAGER until all bond-related requirements are satisfied.

ARTICLE 23
OWNER'S RIGHT TO STOP WORK OR RIGHT TO CARRY OUT WORK

23.1 **Cease and Desist Order.** If the CONSTRUCTION MANAGER fails or refuses to perform the Work or correct defective Work as required, or persistently fails to carry out the Work in accordance with this Agreement, the OWNER may issue a written notice, ordering the CONSTRUCTION MANAGER to cease and desist any portion of the Work until the issue is resolved to the OWNER's satisfaction. Upon receipt of such notice, the CONSTRUCTION MANAGER must immediately stop the specified Work and not resume until the OWNER provides authorization.

23.1.1 The CONSTRUCTION MANAGER shall not be entitled to an adjustment in the time for performance or the Construction Price under this clause since such stoppages are considered to be the fault of the CONSTRUCTION MANAGER.

23.1.2 The OWNER's right to stop Work does not impose any duty on the OWNER to exercise this right for the benefit of the CONSTRUCTION MANAGER or others.

23.1.3 If the OWNER issues a written cease and desist order and the CONSTRUCTION MANAGER fails, within seven (7) calendar days, to provide adequate assurance that the cause of the order will be resolved, the OWNER may proceed to carry out the Work in accordance with Paragraph 23.2, using its own forces, or those of another contractor, with the CONSTRUCTION MANAGER being responsible for the cost of performing such Work.

23.1.4 The rights detailed herein are additional to, and do not limit, any other rights or remedies the OWNER may have against the CONSTRUCTION MANAGER.

23.2 **Right to Carry Out Work.** If the CONSTRUCTION MANAGER defaults or neglects to perform the Work according to the Contract Documents and fails to commence and continue correction of such default or neglect within seven (7) days of receiving the OWNER's notice as set forth in Paragraph 23.1.3, the OWNER may issue a second written notice. The second notice shall require correction of the deficiencies withing three (3) days of receipt. If the CONSTRUCTION MANAGER does not correct the deficiencies, the OWNER may, without prejudice to other remedies available to the OWNER, correct the deficiencies and issue a Change Order deducting the reasonable costs of corrections, including OWNER's expenses and compensation for additional services by the Professional, from the Contract Price. Such action by the OWNER and charges are subject to the Professional's prior approval. If payments due to the CONSTRUCTION MANAGER are insufficient to cover these costs, the CONSTRUCTION MANAGER must pay the difference to the OWNER.

ARTICLE 24 TERMINATION OR SUSPENSION OF AGREEMENT FOR CONSTRUCTION MANAGEMENT

24.1 Termination for Cause by OWNER.

24.1.1 For purposes of this Agreement, "Termination for Cause" refers to the OWNER's right to terminate this Agreement for Construction Management if the CONSTRUCTION MANAGER materially breaches the Agreement. As such, the CONSTRUCTION MANAGER materially breaches this Agreement by:

(i) Failing or refusing to properly manage or perform the Project;

(ii) Failing or refusing to supply sufficient skilled workers, proper materials, or maintain applicable schedules;

(iii) Failing or refusing to make prompt payment to subcontractors or suppliers;

(iv) Disregarding laws, ordinances, rules, regulations or orders of any authority or authority having jurisdiction over the Project;

(v) Failing or refusing to substantially perform in accordance with this Agreement for Construction Management, as determined by the OWNER, or as otherwise defined herein; or

(vi) Failing or refusing to substantially perform in accordance with any other agreement between the OWNER and CONSTRUCTION MANAGER.

24.1.2 Upon identifying a breach, the OWNER will issue a written notice specifying the nature of the default and requesting that the CONSTRUCTION MANAGER cure the default within seven (7) calendar days from the date of the notice. If the CONSTRUCTION MANAGER fails to initiate or diligently continue the cure, the OWNER may issue a subsequent written notice requiring the default be cured within three (3) calendar days. If the breach remains, the OWNER may notify the CONSTRUCTION MANAGER in writing of its intent to immediately terminate this Agreement, and the OWNER, without prejudice to any other rights or remedies, undertake the following actions:

(i) Complete all or any part of the Work, including supplying workers, material and equipment which the OWNER deems expedient to complete the Work;

(ii) Contract with others to complete all or any part of the Work, including supplying workers, material, and equipment which the OWNER deems expedient to complete the Work;

(iii) Take such other action as is necessary to correct such failure;

(iv) Take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the CONSTRUCTION MANAGER that were purchased for and intended to become a part of the

Project. For leased equipment, the CONSTRUCTION MANAGER shall facilitate the continued use of the equipment or promptly secure a suitable substitute to prevent delays to the Project;

(v) Directly pay the CONSTRUCTION MANAGER's subcontractors and suppliers compensation due to them from the CONSTRUCTION MANAGER;

(vi) Finish the Work by whatever method the OWNER may deem expedient; and/or

(vii) Require the CONSTRUCTION MANAGER to assign the CONSTRUCTION MANAGER's right, title, and interest in any or all of CONSTRUCTION MANAGER's subcontracts or orders to the OWNER.

24.1.3 If the OWNER takes possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the CONSTRUCTION MANAGER as a result of OWNER's decision to terminate for cause, the CONSTRUCTION MANAGER's will be fairly compensated either through purchase or rental at the election of the OWNER. Compensation, however, is subject to the OWNER's right to recover damages resulting from the termination.

24.1.4 If the OWNER terminates this Agreement for Construction Management for Cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event, said termination shall be deemed a termination for convenience.

24.2 **Termination Due to Unavailability of Funds.** When funds are not appropriated or otherwise made available to support continuation of performance under this Agreement for Construction Management, the CONSTRUCTION MANAGER will be promptly notified in writing and the Agreement shall be cancelled. The CONSTRUCTION MANAGER shall be reimbursed for the reasonable non-recurring costs incurred not amortized and for any fees earned on those costs. This includes prices of the goods or services delivered under this Agreement and reasonable documented demobilization costs.

24.3 **Termination or Suspension for Convenience.** The OWNER may at any time give written notice to the CONSTRUCTION MANAGER terminating this Agreement for Construction Management or suspending the Project, in whole or in part, for the OWNER's convenience and without cause ("Termination for Convenience"). If the OWNER suspends the Project for Convenience, the CONSTRUCTION MANAGER shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of suspension. If the OWNER terminates for Cause, and it is subsequently determined that the grounds for the cause did not exist, the Termination for Cause shall be deemed a Termination for Convenience pursuant to this clause, effective from the original Termination for Cause notice date.

24.4 **CONSTRUCTION MANAGER's Compensation Upon Termination for Cause or Convenience.** If this Agreement for Construction Management is (i) terminated by the OWNER for Cause or Convenience, or (ii) suspended by the OWNER for more than three

(3) months, the OWNER shall only pay the CONSTRUCTION MANAGER for work actually and satisfactorily performed prior to the effective termination date, the fee earned through termination as well as a portion of the fee earned through the date of termination.

24.4.1 Compensation shall be limited to reasonable costs incurred in performing the work up to the date of termination, excluding any overhead or profit associated with unperformed work or anticipated profit.

24.4.2 The CONSTRUCTION MANAGER shall also be reimbursed for reasonable costs incurred in settling and paying claims arising out of the termination of subcontracts or supplier orders, excluding amounts that are covered under other provisions of this Agreement. Reasonable costs for this purpose shall include:

(i) Actual costs paid: the amounts actually paid to subcontractors or suppliers to settle claims, provided that these amounts are consistent with the original terms of the subcontracts or supplier orders;

(ii) Verification of Claims: Costs will be considered reasonable only if they are substantiated with documentation, such as invoices, receipts, or payment records, demonstrating that the claimed amounts were necessary and directly related to the terminated portion of the Work;

(iii) Mitigation of Cost: The CONSTRUCTION MANAGER must demonstrate that efforts were made where possible, such as negotiating lower settlement amounts or canceling orders without penalty;

(iv) Exclusion of Profit on Settled Claims: The CONSTRUCTION MANAGER shall not include any overhead, profit, or markup on settled claims. Only the actual amounts paid to third parties to discharge the claims will be considered; and

(v) Approval by OWNER: All claimed costs must be reviewed and approved by OWNER or an appointed representative. The OWNER reserves the right to audit or require additional justification for any costs deemed excessive or unrelated to the termination.

24.5 **CONSTRUCTION MANAGER's Compensation When OWNER Terminates for Cause.** If the OWNER terminates this Agreement for Construction Management for Cause, the CONSTRUCTION MANAGER shall be paid for all Work performed in compliance with the project specifications and accepted by the OWNER through the date of termination, less any costs, damages, or expenses incurred by the OWNER as a result of the CONSTRUCTION MANAGER's default, including applicable liquidated damages. No further payments shall be made until the OWNER determines all outstanding claims, costs, damages resulting from the termination, whether through settlement, litigation, or other resolution. Additionally, the CONSTRUCTION MANAGER shall reimburse the OWNER for any additional costs or expenses incurred as a result of the default.

24.6 **Limitation in Termination Compensation.** Regardless of the reason for termination, the total amount payable to the CONSTRUCTION MANAGER shall not exceed the adjusted

Contract Construction Price, minus any payments already made and penalties or deductions incurred under this Agreement. Payments will not include any duplication of compensation.

24.7 **CONSTRUCTION MANAGER's Responsibility Upon Termination.** Irrespective of the reason for termination or the party terminating, if this Agreement for Construction Management is terminated, the CONSTRUCTION MANAGER shall, unless notified otherwise by the OWNER:

24.7.1 Immediately stop work to the extent requested and ensure the site and structures are made safe;

24.7.2 Terminate or assign outstanding orders and subcontracts to OWNER, if requested;

24.7.3 Settle any liabilities and claims arising from the termination of subcontracts and orders; and

24.7.4 Transfer title and deliver to the OWNER such completed or partially completed Work, and, if paid for by the OWNER, materials, equipment, parts, fixtures, information, and such contract rights as the CONSTRUCTION MANAGER has.

24.8 **Lack of Duty to Terminate.** The right of either party to terminate or suspend the Work, as provided herein, shall not impose an obligation on the terminating party to exercise such right for the benefit of the other party or any third parties. Neither the OWNER or the CONSTRUCTION MANAGER shall be required to terminate or suspend the Agreement solely for the benefit of the other party or to avoid potential claims or disputes arising from such termination or suspension. The decision to terminate or suspend the Agreement remains at the sole discretion of the party exercising such right.

24.9 **Limitation on Termination Claim.** If the CONSTRUCTION MANAGER does not submit a claim for termination compensation within one (1) year from the effective date of termination, the OWNER shall only be liable for payment for services actually performed and expenses actually incurred up to the termination date. Any claims submitted after this one-year period shall not be considered, and the OWNER shall have no further liability beyond what is due for work completed and expenses incurred before termination.

ARTICLE 25
APPLICABLE LAW AND DISPUTE RESOLUTION

25.1 **Applicable State Law.** This Agreement for Construction Management shall be deemed to be entered into in and shall be interpreted under the laws of the state of Florida.

25.2 **Court Actions.** Except as expressly prohibited by law:

25.2.1 All legal actions hereunder shall be conducted only in state court or federal court districts where the Project is located and having subject matter jurisdiction over the matter in controversy except that any final judgment may be enforced in other jurisdictions in any manner provided by law;

25.2.2 The choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;

25.2.3 The parties waive any right to assert the doctrine of *forum non conveniens* or to object to venue; and

25.2.4 The parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

25.3 **Mutual Discussion.** In case of any dispute, claim, question or disagreement, arising from or relating to the Project or arising out of this Agreement for Construction Management or the breach thereof, the parties shall first attempt resolution through mutual discussion.

25.4 **Facilitative Mediation.** If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of this Agreement for Construction Management or the breach thereof through mutual discussion, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties. In the event that mediation pursuant to this section was not conducted within six (6) months prior to the initiation of any Court Action or litigation of any dispute, claim, question, or disagreement hereunder, the parties shall participate in the mediation described herein of the issues described in the Court Action or litigation within three (3) months of the initiation of any such Court Action or litigation.

25.4.1 All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.

25.4.2 The parties shall not be required to mediate for a period greater than ninety-one (91) calendar days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings but shall each be responsible for their own expenses otherwise incurred.

25.4.3 In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.

25.4.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

25.4.5 The OWNER, the Professional(s), the CONSTRUCTION MANAGER, and any other parties involved in any way in the design or construction of the Project are each required to engage in mediation before initiating any litigation. This obligation applies to any party that has signed this Agreement for Construction Management, an agreement incorporating this Agreement by reference, or any other related agreement mandating mediation. Each party agrees to be joined in

mediation with other parties under any such agreement. If multiple mediations are commenced under these agreements and any party asserts that the mediations are substantially related, the mediations may be consolidated and conducted by the mediator selected in the earliest-commenced mediation.

25.5 **Conflicting Dispute Resolution Provisions.** Neither party to this Agreement for Construction Management shall enter into any contract with regard to the Project which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.

25.6 **Arbitration Preclusion.** In case of a dispute relating to the Project, or arising out of this Agreement for Construction Management, no party to this Agreement for Construction Management shall be required to participate in or be bound by, any arbitration proceedings.

25.7 **Performance During Dispute Resolution.** The OWNER and the CONSTRUCTION MANAGER agree that pending the resolution of any dispute, controversy, or question, the OWNER and the CONSTRUCTION MANAGER shall each continue to perform their respective obligations without interruption or delay, and the CONSTRUCTION MANAGER shall not stop or delay the performance of the Work as long as CONSTRUCTION MANAGER continues to be paid for undisputed amounts.

25.8 **Claims and Disputes.**

25.8.1 For purposes of this Agreement for Construction Management, a claim is a demand by one of the parties seeking an adjustment or interpretation of the Contract Documents, Contract Price, Contract Time, or seeking resolution to other disputes or matters in question between the OWNER and the CONSTRUCTION MANAGER. Claims must be initiated by written notice to the Professional and any other party within twenty-one (21) calendar days after reasonably recognizing that the event giving rise to the claim has or will have a cost or schedule impact, unless another provision of this Agreement for Construction Management sets a different time. Pending final resolution of a claim, except as otherwise agreed to in writing executed by the parties, the CONSTRUCTION MANAGER shall proceed diligently with performance of the Agreement for Construction Management and the OWNER shall continue to make payments in accordance with the Contract Documents. A claim shall be filed in accordance with this paragraph if the CONSTRUCTION MANAGER believes that additional cost is involved for reasons including but not limited to (i) a written interpretation from the Professional; (ii) an order by the OWNER to stop the Work where the CONSTRUCTION MANAGER was not at fault; (iii) a written order for a minor change in the Work issued by the Professional; (iv) failure of payment by the OWNER; (v) termination of this Agreement for Construction Management by the OWNER; (vi) OWNER's suspension; or (vii) other reasonable grounds.

25.8.2 Claims shall be referred initially to the Professional for decision. An initial decision by the Professional shall be required as a condition precedent to mediation, arbitration, or litigation of all claims between the CONSTRUCTION MANAGER

and the OWNER, unless thirty (30) calendar days have passed after the claim has been referred to the Professional with no decision having been rendered by the Professional. The Professional shall not decide disputes between the CONSTRUCTION MANAGER and persons or entities other than the OWNER.

25.8.3 The Professional shall review claims within ten (10) calendar days of receipt and shall either (i) request additional supporting data from the claimant or a response with supporting data from the other party, to be submitted to the Professional within ten (10) calendar days of receipt of the request; (ii) reject the claim in whole or in part; (iii) approve the claim; (iv) suggest a compromise; or (v) advise the parties that the Professional is unable to resolve the claim. The Professional shall have the option to seek information from or consult with either party or other persons with special knowledge who may assist the Professional in rendering a decision. The Professional may also retain other persons as necessary with prior written approval of the OWNER and at the OWNER's expense.

25.8.4 The Professional shall issue a written decision on any claim, including the reasons for the decision and any resulting changes to the Contract Price or Time. After the Professional renders the decision, the parties have thirty (30) calendar days to request mediation. If mediation is not requested within this period, the Professional's decision will be considered final and binding on both the OWNER and the CONSTRUCTION MANAGER.

25.8.5 Upon receiving a claim against the CONSTRUCTION MANAGER, the Professional or the OWNER may, but is not obligated to, notify the surety, if any, of the nature and amount of the claim. If the claim relates to the possibility of the CONSTRUCTION MANAGER's default, the Professional or the OWNER may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 26
DAMAGES AND REMEDIES

26.1 **CONSTRUCTION MANAGER's Repair.** The CONSTRUCTION MANAGER shall, at its expense, promptly correct, repair, or replace all goods, products, materials, systems, labor and services which do not comply with the warranties and guarantees set forth in this Agreement, or any other applicable warranty or guarantee.

26.2 **CONSTRUCTION MANAGER's Reimbursement.** The CONSTRUCTION MANAGER shall promptly reimburse the OWNER for any expenses or damages incurred by the OWNER as a result of (i) the CONSTRUCTION MANAGER's failure to substantially perform in accordance with the terms of this Agreement for Construction Management; (ii) deficiencies or conflicts in the Construction Documents directly attributable to the CONSTRUCTION MANAGER or of which the CONSTRUCTION MANAGER was or should have been reasonably aware; (iii) breach of the warranties and guarantees set forth in this Agreement for Construction Management or any other applicable warranty or guarantee; or (iv) other acts or omissions of the CONSTRUCTION MANAGER.

26.3 **General Indemnity.** To the fullest extent permitted by law the CONSTRUCTION MANAGER shall hold harmless, indemnify, and, to the extent applicable, defend the OWNER, its officers, employees, and agents from and against any and all claims, damages, demands, suits, liabilities, losses, costs, fees and expenses (including reasonable attorney's fees and expert witness fees), t o the extent caused by negligence, intentional wrongful acts, or breach of this Agreement by the CONSTRUCTION MANAGER or by the CONSTRUCTION MANAGER's subcontractors, suppliers, or their agents, employees, or servants, arising out of or resulting from the performance of the Work. This obligation extends to claims arising from bodily injury, sickness, death, or property damage (except to the Work itself but including loss of use) caused by the acts or omissions of the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER's obligations under this Article shall not extend to the liability of OWNER, the Professional(s), their consultants, or their agents and employees.

26.3.1 To the fullest extent permitted by law, the CONSTRUCTION MANAGER, on behalf of itself and its subcontractors and suppliers, and their respective agents, employees, and servants, expressly waives any and all statutory or common law immunity or damage limitations under workers' compensation, disability benefits, or similar statutes. This waiver ensures that such statutory limitations do not reduce or restrict the indemnification obligations set forth in this provision.

26.4 **Intellectual Property Indemnity.** To the fullest extent permitted by law, the CONSTRUCTION MANAGER shall hold harmless, and indemnify the OWNER and the OWNER's Related Parties from and against any and all liability, loss, claims, damages, losses, and expenses (including reasonable attorneys' fees and expert witnesses fees), to the extent caused by the CONSTRUCTION MANAGER's infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER or Professional(s) in writing. If the CONSTRUCTION MANAGER has reason to believe the use of a required design, process or product is an infringement of a patent, the CONSTRUCTION MANAGER shall be responsible for such loss unless such information is promptly given to the OWNER.

26.5 **Non-Exclusivity of OWNER's Remedies.** The OWNER's choice of any remedy for breach of this Agreement shall not limit or preclude the OWNER from pursuing any other remedy available under this Agreement or by law. Remedies specified in this Agreement are cumulative and not exclusive of any other legal remedies, unless expressly excluded. For delays, the OWNER's sole remedy is limited to liquidated damages as outlined in this Agreement.

26.6 **Waiver of Damages.** The CONSTRUCTION MANAGER and OWNER mutually waive any claims for, and shall not be entitled to, damages related to lost profits, lost business opportunities, unabsorbed overhead, or any indirect or consequential damages.

26.7 **Interest.** The OWNER shall be entitled to interest on any amount due from the CONSTRUCTION MANAGER that remain unpaid for (30) thirty days after they are deemed due, whether resulting from a dispute resolution or otherwise. Interest shall be calculated in accordance with the method set forth in Paragraph 15.8 of this Chapter.

ARTICLE 27
MISCELLANEOUS PROVISIONS

27.1 **Integration.** This Agreement for Construction Management represents the entire and integrated agreement between the OWNER and the CONSTRUCTION MANAGER, and supersedes all prior negotiations, representations, or agreements, either written or oral, for the Project. This Agreement for Construction Management may be amended only by written instruments signed by both the OWNER and the CONSTRUCTION MANAGER and is subject to such reasonable modifications as may be required by the OWNER's lender(s) or insurer(s), if any.

27.2 **Severability.** If any provision of this Agreement for Construction Management, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

27.3 **Waiver.** No provision of this Agreement for Construction Management may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement for Construction Management. Furthermore, no action or failure to act by the OWNER, Professional, or CONSTRUCTION MANAGER shall constitute a waiver of a right or duty afforded them under this Agreement for Construction Management, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

27.4 **Strict Compliance.** The OWNER's failure to enforce strict compliance with any provision of this Agreement does not release, modify, or affect the CONSTRUCTION MANAGER's obligations under this Agreement.

27.5 **Third-Party Beneficiaries.** This Agreement for Construction Management is for the sole benefit of the parties involved and their respective successors and assigns. Except as explicitly stated in this Agreement, it does not create any rights or causes of action for any third party against either the OWNER or the CONSTRUCTION MANAGER.

27.6 **Survival.** All provisions of this Agreement for Construction Management which contain continuing obligations shall survive its expiration or termination.

27.7 **Assignment.** Except as prohibited by applicable law, neither party may assign any part of its benefits or obligations under this Agreement without the written consent of the other party. Exceptions to this requirement include assignments for security purposes, assignments by the OWNER to a related Party of OWNER, or assignments in the event of default as specifically provided in this Agreement. Both the OWNER and the CONSTRUCTION MANAGER bind their successors and assigns to the other party to this Agreement for Construction Management.

27.8 **Execution of Documents**. Upon the OWNER's request, the CONSTRUCTION MANAGER shall execute any documents required by the OWNER's lender. These documents will affirm that, in the event of a default by the OWNER under a construction

loan agreement, the CONSTRUCTION MANAGER will complete the services required under this Agreement provided that the lender meets the OWNER's obligations to the CONSTRUCTION MANAGER as specified in this Agreement for Construction Management.

27.9 **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

27.10 **Prohibition Against Contingent Fees.** CONSTRUCTION MANAGER warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 28
DEFINITIONS

When one of the following capitalized words, terms or phrases is used in this Agreement, it shall be interpreted or construed first as defined below, second according to its generally accepted meaning in the construction industry, and third according to its common and customary usage.

Construction Price: Refers to the compensation for the Construction Phase and includes and is limited to the total cost of the Work set forth in this Agreement, General Conditions, and a fixed Management Fee, as provided by Chapter 1, Article 4.

Construction Documents: Plans, specifications, change orders, revisions, addenda, and other information which set forth in detail the Work.

Construction Schedule: The timetable which sets forth pertinent dates for timely completion of the Work.

Contract Price: The total amount payable to the Construction Manager under this Agreement which includes compensation for Preconstruction Services and if applicable, the Construction Price for the execution of the Work, including any adjustments as may be permitted under this Agreement.

Contract Time: The period established by the Agreement within which the CONSTRUCTION MANAGER is required to achieve Substantial Completion and Final Completion of the Work, as defined in this Agreement. The Contract Time may be adjusted by Change Orders or other modifications allowed under the terms of the Agreement.

Critical Path Method Schedule: The Critical Path Method Schedule (CPM Schedule) is a detailed project schedule that identifies all tasks, their durations, dependencies, and critical path. It will be

used for planning, managing, and tracking project progress and must be updated regularly to reflect the current status of the Project.

Agreement for Construction Management: A written agreement between the OWNER and a CONSTRUCTION MANAGER for provision of goods, products, materials, equipment, systems, management, supervision, labor and services required to construct all or part of a Project.

Declaration of Substantial Completion: Document declaring the Work substantially complete and suitable for occupancy or beneficial use by the OWNER.

Final Completion: The stage of construction when the Work has been completed in accordance with the Agreement for Construction Management and the OWNER has received all documents and items necessary for closeout of the Work.

Hazardous Substances: The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

OWNER's Related Parties: Any parent, subsidiary, or affiliated entities of the OWNER, including the respective officers, trustees, office holders, directors, shareholders, partners, and employees of each.

Professional: An entity, including but not limited to an architect, landscape architect, civil engineer, or geotechnical engineer, engaged directly by the OWNER to provide design or engineering services.

Project: A planned construction undertaking as more specifically described immediately preceding the recitals in Chapter 1 of the Agreement for Construction Management.

Site: The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

Substantial Completion: The stage of construction when the OWNER can occupy or beneficially use satisfactorily completed Work for its intended purpose.

Total Project Construction Cost: The total cost to the OWNER to complete construction of the Project, including, without limitation, the Cost of the Work, the General Conditions, the Management Fee, and the OWNER's costs.

Work: Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required by the Construction Documents to be performed or supplied for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project; provided, however, that Work does not include performance of pre-construction services by a CONSTRUCTION MANAGER.

[Balance of page left intentionally blank, signature pages begin on next page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: OWNER, through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action, and by CONSTRUCTION MANAGER, through its duly authorized representative.

ATTEST:

(CONSTRUCTION MANAGER)

_____
Witness

By:_____
(INSERT NAME, title),

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

SEMINOLE COUNTY, FLORIDA

_____
Witness

By:_____
ROBERT T. BRADLEY,
Purchasing and Contracts Division Manager

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

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
CP/dbh
2/20/25
T:\Users\Legal Secretary CSB\Purchasing 2024\PS-5968.docx

APPENDICES

APPENDIX A

Pre-Construction Services Fees

☒ LUMP SUM or
☐ TIME AND MATERIAL NOT TO EXCEED

APPENDIX A

Contractor shall provide a detailed scope of services outlining details of the specific services provided and be attached hereto.

Construction Manager Pre-Construction Services Fee due at each stage of plan development

PHASE	FEE
30% Plan Documents	$
60% Plan Documents	$
90% Plan Documents	$
100% Construction Documents	$
	$
	$
Total:	$

Construction Manager Construction Fe

ITEM	FEE
CONSTRUCTION MANAGEMENT FEE	$
Total:	$

ATTEST:

(CONSTRUCTION MANAGER)

By:

Witness

(INSERT NAME, title),

Print Name

Date:

Witness

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By:

ROBERT T. BRADLEY,
Purchasing & Contracts Division Manager

Date:

APPENDIX B

INDEX OF PRELIMINARY PLANS AND SPECIFICATIONS FOR THE PROJECT

[To be included in the Project-specific Scope of Services]

APPENDIX C

SCHEDULE FOR PERFORMANCE OF PRE-CONSTRUCTION SERVICES

[To be included in the Project-specific Scope of Services]

DRAFT APPENDIX D

SCHEDULE OF REQUIRED INSURANCE FOR PRE-CONSTRUCTION SERVICES

The CONSTRUCTION MANAGER shall provide and maintain at all times during the term of this contract without costs or expenses to the OWNER policies of insurance with a company or companies authorized to do business in the State of Florida and which are acceptable to the County, insuring the CONSTRUCTION MANAGER against any and all claims, demands or causes of action whatsoever, for injuries received, or damage to property relating to the performance of duties, services and/or obligations under this contract.

Such policies of insurance and confirming certificates of insurance shall ensure the CONSTRUCTION MANAGER is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONSTRUCTION MANAGER must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Professional liability and/or specialty insurance (medical consultant, environmental, pollution, errors and omissions), limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided:

Builder's Risk at coverage value of: $ _____

Seminole County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear the general liability policy.

Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
1101 E. FIRST STREET
SANFORD, FL 32771

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the County.

The CONSTRUCTION MANAGER shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSTRUCTION MANAGER evidencing coverage and terms in accordance with the CONSTRUCTION MANAGER's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Agreement for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, will relieve the vendor of full responsibility of liability, damages, and accidents as set forth here

DRAFT APPENDIX E

SCHEDULE OF REQUIRED INSURANCE FOR CONSTRUCTION OF THE WORK

The CONSTRUCTION MANAGER shall provide and maintain at all times during the term of this contract without costs or expense to the County policies of insurance with a company or companies authorized to do business in the State of Florida and which are acceptable to the County, insuring the CONSTRUCTION MANAGER against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations under this contract.

Such policies of insurance and confirming certificates of insurance shall ensure the CONSTRUCTION MANAGER is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONSTRUCTION MANAGER must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

(iv) Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions,

etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided:

Builder's Risk at coverage value of: $ _____

Seminole County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy.

Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
1101 E. FIRST STREET
SANFORD, FL 32771

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The CONSTRUCTION MANAGER shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSTRUCTION MANAGER evidencing coverage and terms in accordance with the CONSTRUCTION MANAGER's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Agreement for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

APPENDIX F

CONSTRUCTION MANAGER'S PRE-CONSTRUCTION AND CONSTRUCTION SERVICES TEAM

Project Executive:

Project Manager:

Administrative Executive:

Safety Director:

Superintendent:

Project Controller:

CONSTRUCTION MANAGER'S CONSTRUCTION SERVICES TEAM

CONTRUCTION MANAGER'S SUBCONTRACTORS AND SUPPLIER CHART

APPENDIX G

OWNER'S CONSULTANT CHART

[To be determined on a Project-specific basis]

PROFESSIONAL:

Representative:
Address:
Office:
Cell:
Direct:
E-mail:

General Duties:

APPENDIX H
REQUIRED FORM OF PAYMENT AND PERFORMANCE BOND

PAYMENT BOND
(100% OF Contract Price)
Seminole County Contract No. PS-6780-25/LNF

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: _____

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called "Surety", are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY", in the sum of _____ _____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of: _____.

Legal Description of Property:

General description of the work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for _____ _____.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject; however, to the following conditions:

1. This Payment Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.

2. It is a specific condition of this Payment Bond that a claimant's right of action on this Payment Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one (1) year time limitation within which suits may be brought.

3. This Payment Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish CONTRACTOR with a notice that (s)he may look to this Payment Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or non-compliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Payment Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Payment Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents. This Payment Bond shall not cover any components or materials directly purchased and paid for by COUNTY pursuant to Sales Tax Recovery.

5. The Performance Bond and this Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20_____.

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

PRINCIPAL/CONTRACTOR

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

(Surety Signature Page Follows)

ATTEST:	SURETY
	_____
By:_____ (Secretary)	By:_____ (Officer)
Name:_____ (Typed or Printed)	Name:_____ (Typed or Printed)
	Title:_____
	Address: _____
	City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

PERFORMANCE BOND
(100% of Contract Price)
Seminole County Contract No. _____

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: _____

a _____
(Corporation, Partnership, or Individual)

herein after called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ _____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of: _____

Legal Description of Property:

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for _____ _____.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statues, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorney's fees, including costs and attorney's fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorney's fees and costs and attorney's fees and costs on appeal) resulting from any failure to perform, up to 100 percent of the Contract Price and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted Contract Price.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to 100 percent of the Contract Price.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of

1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20_____.

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

PRINCIPAL/CONTRACTOR

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

(Surety Signature Page Follows)

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

SURETY

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

APPENDIX I
AUTHORIZATION FOR CONSTRUCTION

EXHIBIT 1 **INDEX OF PLANS AND SPECIFICATIONS**

EXHIBIT 2 **CONSTRUCTION SCHEDULE**

EXHIBIT 3 **CONSTRUCTION MANAGER'S**

PROJECT TEAM EXHIBIT 4 SCHEDULE OF VALUES

EXHIBIT 5 **UNIT PRICES**

EXHIBIT 6 **CONSTRUCTION MANAGER'S SUBCONTRACTORS AND SUPPLIERS CHART**

EXHIBIT 7 **QUALIFICATIONS AND ASSUMPTIONS AS REQUIRED BY Chapter 2, Article 2, Section 2.7.5.6**

EXHIBIT 8 **SCHEDULE OF ALLOWANCES**

APPENDIX I
AUTHORIZATION FOR CONSTRUCTION

Pursuant to Chapter 1, Article 3 and Chapter 2, Article 2 of the Agreement for Construction Management between **Seminole County, Florida**, a political subdivision of the State of Florida ("OWNER") and _____("CONSTRUCTION MANAGER"), the OWNER and the CONSTRUCTION MANAGER hereby execute this Appendix I and incorporate this Appendix I into PS-6780-25/LNF – Construction Manager at Risk (CMAR) Medical Examiner's Office - and further agree as set forth below.

1. **Guaranteed Maximum Price Proposal Acceptance**: The CONSTRUCTION MANAGER's Guaranteed Maximum Price ("GMP") proposal, including general conditions costs dated_____, attached hereto and incorporated herein, is accepted by the OWNER.

2. **Construction Management Fee**: The Construction Management Fee is _____ (__%) of the Cost of the Work, as defined in Chapter 2, Article 2, Section 2.7.2.3. This Management Fee shall not exceed the applicable fee in the attached bid sheet. The Management Fee shall be paid as follows:

×Percentage of the Cost of the Work; or

□ Fixed Sum (Upon Owner's sole discretion pursuant to Chapter 2, Article 2, Section 2.7.2.3).

3. **Subcontracts Costs**: The Subcontracts Cost is $_____.

4. **Estimated OWNER's Costs**: The Estimated OWNER's Costs, as defined in Chapter 2, Article 2, Subsection 2.7.3, shall be $_____

5. **Guaranteed Maximum Price**: The Guaranteed Maximum Price is $_____

6. **Substantial Completion Date**: The Date of Substantial Completion shall be _____.

7. **Final Completion Date**: The Date of Final Completion shall be either: (1) 30-days after date of substantial completion; or if applicable, (2) 30-days after receipt of OWNER's statutorily required list of items required to be rendered complete, satisfactory, and acceptable, pursuant to section 218.735, Florida Statutes.

8. **Authorization to Proceed**: The OWNER hereby issues this Authorization for Construction. A separate formal Notice to Proceed (NTP) will be issued after the execution of the Work Order and upon satisfaction of all preconditions stated herein. The estimated date for the commencement of construction activities will be determined at the Work Order level. The CONSTRUCTION MANAGER is authorized to commence construction activities only upon receipt of the formal Notice to Proceed.

9. **Conditions Precedent**: The following conditions must be met before the commencement of construction:

- All necessary permits and approvals
- Required insurance documentation must be submitted and approved
- [Any other conditions]

10. **Exhibits**: This Appendix I shall include the following Exhibits:

Exhibit 1: Index of Plans and Specifications
Exhibit 2: Construction Schedule
Exhibit 3: CONSTRUCTION MANAGER's Project Team
Exhibit 4: Schedule of Values
Exhibit 5: Unit Prices
Exhibit 6: CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart
Exhibit 7: Qualifications and Assumptions as required in Chapter 2, Article 2, Section 2.7.5.6
Exhibit 8: Schedule of Allowances

ATTEST:

_____
(Company Name)

_____
, Secretary

By:_____

(CORPORATE SEAL)

Date:_____

ATTEST

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By: _____
ROBERT BRADLEY,
Procurement Administrator

_____
Witness

Date: _____

_____
Print Name

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its January 13, 2026, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
CMP

File Number: 2026-0021

Title:

Approve Amendment #1 to RFP-604939-25/LAS- Term Contract for Boombah Sports Complex Artificial Turf Field Replacement to Astro Turf Corporation, Dalton, GA. and authorize the Purchasing and Contracts Division to execute the amendment and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-015 in the Tourism Parks 1, 2, 3 Cent Fund and the Tourism Sports 4&6 Cent Fund to transfer $7,585,253 from reserves. **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Parks and Recreation

Division:

Administrative Services

Authorized By:

Robert Bradley, Purchasing and Contracts Manager

Contact/Phone Number:

Gladys Marrozos/407-665-7112

Background:

RFP-604939-25/LAS provides removal and replacement of artificial turf for nine (9) fields located at Boombah Sports Complex in Sanford, FL.

Amendment #1 will add the conversion of natural grass fields to synthetic turf at the Boombah Sports Complex to an additional six (6) baseball fields of approximately 92,790 sq ft each. This includes all labor, materials, tools, and equipment necessary for the installation.

Tourism Parks 1, 2, 3 Cent Fund are currently budgeted at $6.2 million, and Tourism Sports 4 & 6 Cent Fund reserves are currently budget at $1.3 million.

Requested Action:

Staff requests the Board approve Amendment #1 to RFP-604939-25/LAS- Term Contract for Boombah Sports Complex Artificial Turf Field Replacement to Astro Turf

Corporation, Dalton, GA. And authorize the Purchasing and Contracts Division to execute the amendment and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR)#26-015 in the Tourism Parks 1, 2, 3 Cent Fund and the Tourism Sports 4&6 Cent Fund to transfer $7,585,253.00 from reserves.

FIRST AMENDMENT TO TERM CONTRACT FOR BOOMBAH SPORTS COMPLEX ARTIFICIAL TURF FIELD REPLACEMENT (RFP-604939-25/LAS)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20_____, and is to that certain Original Agreement made and entered into on the 7th day of May, 2025 between **APT ACQUISITION CONSTRUCTION CORPORATION d/b/a ASTROTURF CORPORATION,** whose address is 2680 Abutment Rd. SE, Dalton GA, 30721 in this First Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Original Agreement on May 7, 2025 to provide artificial turf field replacement for COUNTY; and

WHEREAS, the parties desire to amend the Original Agreement to add six additional fields, all located at Boombah Sports Complex, to the Original Agreement with additional conditions; and

WHEREAS, the parties desire to revise Exhibit C-Price Proposal, and to introduce Exhibit A-2, Scope of Services, to the Original Agreement to enable both parties to continue to enjoy the mutual benefits the Original Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

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

1. The foregoing recitals are true and correct and form a material part of this First Amendment upon which the parties have relied.

2. Exhibit C of the Original Agreement is hereby deleted and replaced by the new Pricing Proposal attached to this First Amendment. The new Pricing Proposal, attached hereto as Exhibit A, shall be included in the Original Agreement as Exhibit C.

3. The attached Exhibit B shall be introduced and included into the Original Agreement as Exhibit A-2.

4. Except as modified by this First Amendment, all terms and conditions of the Original Agreement remain in full force and effect for the term of the Agreement.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

APT ACQUISITION CONSTRUCTION CORP d/b/a ASTROTURF CORPORATION

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
Name

_____
Print Name

_____
Title

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
Gladys Marrozos, Procurement Administrator

Date:_____

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

Attachments:
Exhibit A - Price Proposal
Exhibit B - Scope of Services

EXHIBIT A

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf FIELDS | Rekortan TRACKS | Laykold COURTS | SYNLAWN LANDSCAPE

Project: RFP-604939-25/LAS - Boombah Sports Complex Artificial Turf Field Replacement
Location: Sanford, Florida
Scope: Synthetic Turf Fields Replacement
Field Area: (9) Baseball Fields – Approximately 1,060,374 Total sqft
Hub A - Baseball Fields A1-A4: ±128,166 sqft each
Hub B - Baseball Fields B1-B5: ±109,542 sqft each

AstroTurf Corporation appreciates the opportunity to provide you with a proposal for AstroTurf Synthetic Turf to be installed at Boombah Sports Complex in Sanford, Florida. Our quote includes all labor, materials, tools, and equipment necessary to install in-place the synthetic turf applications (in accordance with our published product specifications).

AstroTurf is pleased to offer the following scope of work for your consideration:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization & Demobilization	1	EA	$24,000.00	$24,000.00
2	Existing Turf Removal and Disposal Hub A (4 Fields)	512,664	SF	$0.28	$143,545.92
3	Existing Turf Removal and Disposal Hub B (5 Fields)	547,710	SF	$0.28	$153,358.80
4	Grading and Drainage	9	EA	$10,000.00	$90,000.00
5	Curb Nailer Boards Hub A (4 Fields)	5,312	LF	$7.50	$39,840.00
6	Curb Nailer Boards Hub B (5 Fields)	6,140	LF	$7.50	$46,050.00
7	Batter's Boxes W/ Nailer Boards	9	EA	$300.00	$2,700.00
8	Synthetic Turf Hub A (4 Fields)	512,664	SF	$3.53	$1,809,703.92
9	Synthetic Turf Hub B (5 Fields)	547,710	SF	$3.53	$1,933,416.30
10	Additions & Bid Alternates	2	EA	-	$611,605.00
11	Charlie Pod (2 Fields) & Delta Pod (4 Fields) (Amendment 1)	556,740	SF	$92,790.00	$6,995,556.00
	OVERALL GRAND TOTAL				$11,825,775.94

2680 Abutment Rd, Dalton, GA 30721 (800) 72 TURF (8873) help@astroturf.com

General Conditions

- Provide AstroTurf project management & administration
- AstroTurf standard insurance to include General Liability, Workers Compensation, Automobile, and Umbrella coverage
    - Includes installation floater, up to $4,000,000 per claim
- Payment and performance bonds included
- All work is based on private/non-prevailing wages
- Includes all applicable sales/use tax
    - AstroTurf will work with Seminole County utilizing the Sales Tax Recovery Program to recognize tax savings as required
- Cleanup and disposal of our debris into dumpsters
- Provide AstroTurf project management & administration
- All work is based on private/non-prevailing wages
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff

Item 1: Mobilization & Demobilization

- Initial mobilization set for August 4th, 2025, beginning on hub A

Item 2/3: Existing Turf Removal and Disposal

- Demolition and disposal of approximately 512,664 sqft of existing synthetic turf from (4) baseball fields on Hub A
- Demolition and disposal of approximately 547,710 sqft of existing synthetic turf from (5) baseball fields on Hub B

Item 4: Grading & Drainage

- Provide minor remediation of the existing stone base utilizing up to 40 tons of finish stone per field.
- String-line sub-base prior to turf installation to confirm planarity. Laser grading will be performed if required, to be determined following turf demolition.
- Stone sub-base infiltration testing performed by 3rd party

Item 5/6: Curb Nailer Boards

- Demo and dispose of existing 5,312 linear feet of nailer board from Hub A fields and replace with new 2” x 4” wooden nailer board
- Demo and dispose existing 6,140 linear feet of nailer board from Hub B fields and replace with new 2” x 4” wooden nailer board

Item 7: Home Plate Nailer Boards (9 Fields)

- Re-grade and install new nailer board in “home Plate” areas for replacement panels

Item 8/9: Synthetic Turf Fields

Synthetic Turf: *AstroTurf Diamond HR 42 oz – 2"*
Infill: *Rubber & Sand*

- Samples, submittal information, and shop drawings as required
- Installation by AstroTurf-certified crews
- Inlaid markings for the sport of baseball
- Seams and inlays to be installed using manufacturer recommended seaming method
- Installation of the selected infills at the manufacturer recommended weights and ratios
- Provide 3rd Party G-max testing at completion of each field
- AstroTurf Standard (8) Year Manufacturer Warranty
- Pricing is based on standard color palette

Additional Pricing

Add Alternate 1: Alternative Synthetic Turf System #1 Add: $418,451.00

- Provide *AstroTurf RootZone 3D3 GT-B – 2"* in lieu of *AstroTurf Diamond HR 42 oz – 2"*
  ***Alternate accepted by County, will be utilized for project*
- Provide green alternating panels in the outfields of all fields
- Provide (1) set of AstroTurf ERA 90 - 2" batter's and catcher's box replacement panels with Velcro (1 catchers box panel and 2 batters box panels per set) for each field

Add Alternate 2: ZeoLite Topper Add: $193,154.00

- Provide an infill topper of ZeoLite (Z-Cap) on all fields
  **Alternate accepted by County, will be utilized for project

**Florida General Contractor License: CGC1529096

***AstroTurf takes pride in manufacturing and providing industry leading products, made from quality materials, purchased through reputable vendors, for you, our VALUED CUSTOMER. Supply and demand for all construction materials and freight are as volatile as they have ever been due to the economic climate that has affected the construction industry as whole, from local municipalities to global communities. As a result, AstroTurf may require additional compensation for any unforeseen cost increase greater than five percent (5%) as noted from the time the project was estimated to the time materials are purchased and shipped from our manufacturing facilities. Any cost increase shall be documented using material quotes, supplier list prices, invoices, or receipts if requested. Any cost increases due to conditions caused by AstroTurf will be the responsibility of AstroTurf. We appreciate your understanding of the construction world that we live in and value the opportunity to provide you with our services.*

***AstroTurf is only bound to the scope, schedule, and conditions of this proposal. AstroTurf reserves the right to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. AstroTurf expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of AstroTurf Corporation, and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 120 days. We look forward to working with you!*

Submitted By:

Steve Coleman	&	Wes Allen
steve.coleman@astroturf.com		wes.allen@astroturf.com
(813) 777-7677		(407) 463-7813

Exclusions

- Any survey, layout, certification, or inspection costs, other than those stated in scope
- Testing of any kind not stated in scope of work
- Any attic stock, custom colors, graphics, line packages, replacement panels, sports equipment, and/or maintenance equipment not stated in scope
- Any site work applications including drainage systems, sub-base construction, concrete apron curb or attachment board applications other than what is specifically stated in scope of work
- Lime or cement soil stabilization
- Geotechnical investigation or reports
- Any additional stormwater treatment BMP's
- Fees and/or permits of any kind
- Design/ construction drawings and/ or permitting for SWPPP
- Hydrology Study/ Engineered plans
- Prevailing/ Union Wages
- All brick and/or masonry work
- Fence or netting work of any kind
- Repair or patching of any existing concrete or asphalt paving
- Relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Excavation, disposal, or replacement of any unstable/unsuitable soils or sub-base
- Any nontypical insurance requirements; if required additional charges may incur (i.e. railroad, pollution, cyber, builders risk)
- Liquidated damages and/or actual damages due to scheduling or time constraints
- Anything not specifically included in stated scope of work

***Deposit and Payment Terms based on credit worthiness of the customer.*
***Payments via credit card will incur a 3% fee*

EXHIBIT B

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf FIELDS | Rekortan TRACKS | Laykold COURTS | SYNLAWN LANDSCAPE

November 21st, 2025

Project: Boombah Sports Complex – Field Conversions
Location: Sanford, Florida
Scope: Conversion of natural grass fields to synthetic turf

AstroTurf Corporation appreciates the opportunity to provide you with a proposal for **AstroTurf Synthetic Turf** to be installed at **Boombah Sports Complex** in **Sanford, Florida**. Our quote includes all labor, materials, tools, and equipment necessary to install in-place the synthetic turf applications (in accordance with our published product specifications).

Base Bid: Charlie Pod (2 Fields) & Delta Pod (4 Fields) Cost: $6,995,556.00

Field Area: (6) Baseball Fields – Approximately 556,740 sqft (±92,790 sqft ea.)
Synthetic Turf: ***AstroTurf RootZone 3D3 GT-B – 2”***
Infill: ***Rubber & Sand***

General Conditions

- Provide AstroTurf project management & administration
- AstroTurf standard insurance to include General Liability, Workers Compensation, Automobile, and Umbrella coverage
- All work is based on private/non-prevailing wages
- Includes all applicable sales/use tax
- Pricing per Sourcewell Cooperative Contract #031622-AST
- Payment & Performance bonds included
- Samples, submittal information, and shop drawings as required
- Cleanup and disposal of our debris into dumpsters
- Site restoration in all areas disturbed by AstroTurf
- All work must be fully accessible at one mobilization, if not additional mobilization charges may apply

Existing Conditions, Demolition, and Excavation

- Mobilization to project site
- Utility locate services inside of work limits
- Provide and install construction entrance into field areas
- Installation of erosion control as required
- Cut & cap irrigation
- Excavate up to 7.5” of proposed new field area and dispose of spoils off-site
  - Should engineering, design, or geotechnical investigation require excavation greater than 7.5”, AstroTurf will review with the owner’s representative & engineer to determine additional costs.

Drainage Base Construction

- Grade subgrade utilizing laser guided equipment
- 12" x 12" concrete curb from the end of existing bullpen to the end of the alternate bullpen around outfield arc on each field.
  - AstroTurf will remove/reinstall fence fabric as necessary for curb installation
- Wooden nailer board around field perimeter on to new concrete curb around field arcs and existing concrete backstops, dugouts, and bullpens
- Mirafi 140 N over sub grade and in trenches
- Install 12"-15" perforated HDPE collector lines and tie into (2) existing drainage structures located outside of field perimeters.
  - Trench width based on 2x pipe diameter
  - Spoils to be disposed of off-site
- 1" x 12" J-Drain flat pipe at 20' on center waterfalling into collector trench
- 5" of #57 stone, laser grade and compact
- 1" of #89 stone, laser grade and compact
- Provide (2) sets of base anchors, (1) set of bases, and (1) home plate per field
- Portable mounds supplied by others

Synthetic Turf Material & Installation

- Installation by **AstroTurf**-certified crews
- Inlaid markings for the sport of baseball
- Seams and inlays to be installed using cold glue
- Installation of the selected infills at the manufacturer recommended weights and ratios
- Batter's & catcher's box panels
  - ***AstroTurf Diamond ERA 90 oz***
  - (1) set of batter's box panels at installation and (1) additional set of replacement panels per field (2 batter's box panels and 1 catcher's box panel per set)
- G-max testing on each field at completion
- **AstroTurf Standard (8) Year Manufacturer Warranty**
- Pricing is based on standard color palette

Additional Pricing

Add Alternate 1: Engineering & Design **Add: $297,957.00**

- Provide design/utility survey and geotechnical investigation for verification of existing soil conditions and proposed site improvements.
- Site visit to review and provide design recommendations based upon existing conditions information.
- Provide complete engineering design documents to include site geometry plans, drainage plans, erosion control plans, and construction details.
- Provide hydraulic analysis to size field underdrain system.
- Based upon Boombah Sports Complex having an active Environmental Resource Permit with St. Johns Water Management District and the existing fields lie within the basin, then a turf field conversion would considered "minor" works and thus require only a minor modification of the existing permit.
    - Modification to the existing stormwater management facilities should not be expected and are specifically excluded. To be determined at time of design.
- Consultant services do not include obtaining local site plan approval or permits from local jurisdiction.

****Owner Direct Purchasing**

- AstroTurf pricing is all inclusive of sales/use tax required for our scope of work. Owner Direct Purchase (ODP) savings are available if requested. Owner must provide a valid tax exemption certificate and coordinate with AstroTurf selected vendors. AstroTurf will provide a deductive change order for all materials purchased along with the associated sales tax. Materials available via DPO include synthetic turf and selected infill. Tax savings to be determined after final selection.

****Florida General Contractor License: CGC1529096**

Our work is based on visual inspection of the existing facilities, field construction per industry standards, and* ***HKS Seminole County Sports Complex 100% drawings (12/12/2014). *Geotechnical testing, engineered plans, and design are not included in our scope of work. Once these services have been performed and final design is completed (if required), AstroTurf will review with the engineer and owner's representative to determine if additional scope is required to complete the construction phase of the project*

***AstroTurf takes pride in manufacturing and providing industry leading products, made from quality materials, purchased through reputable vendors, for you, our VALUED CUSTOMER. Supply and demand for all construction materials and freight are as volatile as they have ever been due to the economic climate that has affected the construction industry as whole, from local municipalities to global communities. As a result, AstroTurf may require additional compensation for any unforeseen cost increase greater than five percent (5%) as noted from the time the project was estimated to the time materials are purchased and shipped from our manufacturing facilities. Any cost increase shall be documented using material quotes, supplier list prices, invoices, or receipts if requested. Any cost increases due to conditions caused by AstroTurf will be the responsibility of AstroTurf. We appreciate your understanding of the construction world that we live in and value the opportunity to provide you with our services.*

AstroTurf is only bound to the scope, schedule, and conditions of this proposal. AstroTurf reserves the right, to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. AstroTurf expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of* ***AstroTurf Corporation, *and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days. We look forward to working with you!*

Submitted By:

Steve Coleman
steve.coleman@astroturf.com
(813) 777-7677

&

Wes Allen
wes.allen@astroturf.com
(407) 463-7813

Exclusions

- Any survey, layout, certification, or inspection costs, other than those stated in scope
- Testing of any kind not stated in scope of work
- Any alternating panels, attic stock, custom colors, graphics, line packages, replacement panels, sports equipment, and/or maintenance equipment not stated in scope
- Batting cage or bullpen work of any kind
- Lime or cement soil stabilization
- Geotechnical investigation or reports
- Any additional stormwater treatment BMP's
- Modifications and/or construction of stormwater management facilities
- Fees and/or permits of any kind
- Design/ construction drawings and/ or permitting for SWPPP
- Hydrology Study/ Engineered plans
- Exfiltration/Infiltration trenches
- Any irrigation work outside of field limits
- Any surfacing other than what is specified in scope of work
- Prevailing/ Union Wages
- All brick and/or masonry work
- Fence or netting work of any kind not stated in scope
- Repair or patching of any existing concrete or asphalt paving
- Relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Excavation, disposal, or replacement of any unstable/unsuitable soils
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb excavator
- Any nontypical insurance requirements; if required additional charges may incur (i.e. railroad, pollution, cyber, builders risk)
- Liquidated damages and/or actual damages due to scheduling or time constraints
- Anything not specifically included in stated scope of work

***Deposit and Payment Terms based on credit worthiness of the customer.*
***Payments via credit card will incur a 3% fee*

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-015**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Parks and Recreation

Fund(s): 11000 Tourism Parks and 11001 Tourism Sports

RM Recommendation	
DHERIOT	12/22/2025
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
This BAR will fund the conversion of the remaining grass fields at the Sports Complex to artificial turf.

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	11000	02604071	560630	00001	IMPROVEMENTS OTH THAN BLD		6309999901	6,279,140.00
Expenditure	11001	02604070	560630	00001	IMPROVEMENTS OTH THAN BLD		6309999901	1,306,113.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		7,585,253.00
Reserve	11000	999910	599998		RESERVES FOR CONTEGENCIES		9989999901	(6,279,140.00)
Reserve	11001	999954	599998		RESERVES FOR CONTEGENCIES		9989999901	(1,306,113.00)
						Reserve Sub-Total		(7,585,253.00)
						Total Uses		-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

TERM CONTRACT FOR BOOMBAH SPORTS COMPLEX
ARTIFICIAL TURF FIELD REPLACEMENT
(RFP-604939-25/LAS)

THIS AGREEMENT is dated as of the 7th day of May 2025, by and between **APT ACQUISITION CONSTRUCTION CORPORATION d/b/a ASTROTURF CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 2680 Abutment Rd. SE, Dalton GA, 30721, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to remove and replace the artificial turf, from nine (9) sports fields located at the BOOMBAH Sports Complex, for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/07/2025 14:01:15 -04:00
eCertified Id: 8BE4-F1EF-C5CG
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contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of one (1) year, or until project completion. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/07/2025 14:01:15 -04:00
eCertified Id: 8BE4-F1EF-C5CG
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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/07/2025 14:01:15 -04:00
eCertified Id: 8BE4-F1EF-C5CG
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(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Parks and Recreation
100 E. 1st Street
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/07/2025 14:01:15 -04:00
eCertified Id: 8BE4-F1EF-C5CG
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will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
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data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

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omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, 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. CONTRACTOR 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.

(1) CONTRACTOR 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 CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR 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 CONTRACTOR.

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

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(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 CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR 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 D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, 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, CONTRACTOR 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, CONTRACTOR 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.

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(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 CONTRACTOR.

(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, Employers' Liability, and Umbrella Liability coverages.

(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 CONTRACTOR 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, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. 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 CONTRACTOR 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 CONTRACTOR.

(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,

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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 and Umbrella Liability Policies, if required by this Agreement or Exhibit D, 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, 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, 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, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

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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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR 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) CONTRACTOR's insurance must cover CONTRACTOR 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

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coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR 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 CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR'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.

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(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 CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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 CONTRACTOR does not own automobiles, CONTRACTOR 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) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Installation Floater

(A) CONTRACTOR shall obtain and keep in effect during the term of this Agreement a Builder's Risk Installation Floater policy for coverage of the materials and equipment to be used for completion of the work performed under this Agreement, including

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materials, supplies, and equipment in transit or in an off-site storage location. This insurance must include as loss payees the COUNTY and the CONTRACTOR as their interests may appear

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

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 225.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

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disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless

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contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement 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.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

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

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(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall 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) CONTRACTOR shall provide COUNTY 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) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall 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.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

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(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. 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 in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for

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or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Parks and Recreation Department
100 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

APT Acquisition Construction Corporation dba AstroTurf Corporation
2680 Abutment Road SE
Dalton, GA 30721

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Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

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Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

Section 35. **Sales Tax Recovery.** Where it is deemed by COUNTY to be in the best interest to do so, COUNTY and CONTRACTOR shall utilize the Sales Tax Recovery procedures as described in Section 3.5514, Seminole County Administrative Code, as may be amended from time to time. Such Sales Tax Recovery form is attached and incorporated into this Agreement as Exhibit H.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

APT ACQUISITION CONSTRUCTION CORPORATION DBA ASTROTURF CORPORATION

Joey Alexander
Witness
Joey Alexander
Print Name

Tamara Hamblin
Witness
Tamara Hamblin
Pring Name

By: Drew Snider
~~Phillip Snider, COO~~
Drew Snider, National Contract Manager

Date: 5/5/2025

SEMINOLE COUNTY, FLORIDA

Rachel Horne
Witness
Rachel Horne
Print Name

Witness
Louis Straffi
Print Name

By: GMarrozos
GLADYS MARROZOS,
Procurement Administrator

Date: 5-7-25

As authorized for execution by the Board of County Commissioners at its April 22nd, 2025, regular meeting.

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Sales Tax Recovery

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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GENERAL REQUIREMENTS

1.1 Scope of Work

A. Furnish all labor, materials, tools, and equipment necessary to:
   1. Remove current synthetic turf
   2. After removal of the field surface, the existing synthetic turf materials will be rolled up, removed from the property, and properly disposed of by the contractor.
   3. Remove and replace all existing Nailer boards. See Turf Plans for specifications.
   4. Re-grade and install new Nailer board in "Home Plate" areas for replacement panels.
   5. Synthetic turf shall be loose laid across the field, stretched, and attached to the perimeter edge detail. Synthetic turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed except as needed for inlaid fabric striping or to accommodate programmed cut-outs.
   6. All seams shall be flat, tight, and permanent with no separation or fraying. Selvedge edges of all panels must be cut and discarded prior to being sewn together. A butt-stitch method of seaming must be implemented and a double- lock stitch with cord recommended by the Synthetic Turf Manufacturer shall be utilized. Bagger stitching is prohibited. Seaming tape is constructed of high tenacity, coated non-woven fabric. Inlaid markings shall be adhered to seaming tape with a high strength polyurethane adhesive applied per the Synthetic Turf Manufacturer's standard procedures for outdoor applications. All main fabric seams shall be transverse to the field direction (i.e. run perpendicularly across the field).
   7. Provide g-Max (shock attenuation) test< 200 at installation.
   8. Infill materials shall be properly applied in numerous lifts using special broadcasting equipment. The synthetic turf shall be raked and brushed properly as the mixture is applied. The infill materials can only be applied when the synthetic turf fabric is dry.
   9. Install, in place, all synthetic turf material as indicated on the plans and/or as specified herein.
      a) The installation of all new materials shall be performed in strict accordance with the Manufacturer's written installation instructions, and in accordance with all approved shop drawings provided by the contractor.

B. Prior to the beginning of installation, the Contractor shall verify the base for drainage/permeability. Upon written confirmation that compaction/planarity and drainage/permeability specifications have been achieved, the installation of synthetic turf will proceed as arranged.

C. Clean Up
   1. Synthetic Turf Contractor shall provide the labor, supplies, and equipment, as necessary, for final cleaning of the surfaces.
   2. The Synthetic Turf Contractor shall keep the area clean and clear of debris throughout the project.
   3. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by Owner.

1.2 Schedule

A. The Synthetic Turf Contractor shall complete all work on the synthetic turf system in accordance with the project schedule. During the project, 1 of the 2 hubs will remain open and available for use. The schedule for all 9 fields, see the Turf Plan attachment, is as follows:

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1. The field re-turfing will begin at Hub A (4 fields) on August 4th, 2025, and shall be completed by October 20th, 2025.
2. The Hub B (5 fields) re-turfing will begin on October 21st ,2025 and be completed by December 21st, 2025.

1.3 Surface Area

A. The Synthetic Turf Contractor is to verify all measurements for base distances, pitcher's mound and home plate

2.0 PRODUCT SPECIFICATION

****Specification Approved, Bid Alternate Spec will be utilized by County: AstroTurf RootZone 3D3 GT-B – 2"**

Pile Yarn	Slit Film	METHOD
Linear Density (Denier) Slit*	9,000	ASTMD 1577
Yam Thickness Slit	100 microns	ASTMD 3218
Pile Weight****	41 oz./yd	ASTMD5848
Finished Pile Height****	2.0	ASTMD 5823
Product Weight (total)***	69 oz./yd[1]	ASTMD5848
Primary Backing Weight****	8 oz./yd[2]	ASTMD5848
Secondary Coating Weight+	20 oz./yd[2]	ASTMD5848
Fabric Width	15' (4.57m)	ASTMD5793
Tuft Gauge	1/2"	ASTMD5793
Grab Tear Strength Avg.	> 200 lb.-F	ASTMD 5034
Tuft Bind (Avg.)	> 10 lb.-F	ASTMD 1335
Infiltrometer	>25	ASTMD3885

Except where noted the above specifications are nominal.

* Values are+/- 8%. ***Values are+/- 10 oz. ****Values are+/- *5%.* +Values are+/- 3 oz./yd2.

A. Infill materials must conform to Manufacturer's recommendation. Synthetic turf contractor shall provide a Bill of Lading for all Infill Materials.

B. Perimeter edge details, underground storm sewer piping and connections, required for the system shall be as approved by the County. The cost for these embedded items shall be included in the Contractor's price along with the compacted, porous base.

C. Warranty: The Synthetic Turf Contractor shall submit its Manufacturer's Warranty, which guarantees the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of Substantial Completion.
   1. The warranty submitted must have the following characteristics:
      a) Must provide full-field coverage for eight (8) years from date of Substantial Completion,
      b) Must warrant materials and workmanship,
      c) Must warrant that the materials installed meet or the product specifications within manufacturing tolerances,
      d) Must have a provision to either repair or replace such portion of the installed materials that are no longer serviceable to maintain a serviceable and playable surface,
      e) Must be a Manufacturer's warranty from a single source covering workmanship and all self-manufactured or procured materials,
      f) Must not be limited to the amount of annual usage,
      g) Must provide annual g-Max (shock attenuation) test< 200 at installation.

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3.0 EXECUTION

3.1 General

A. The installation shall be performed in full compliance with approved shop drawings and requirements of the solicitation.

B. Only factory-trained technicians skilled in the installation of athletic caliber synthetic turf systems shall undertake the placement of the system.

3.2 Materials

A. Turf shall be tufted, polyethylene, grass-like fabric coated with a secondary backing of high-grade polyurethane. **Infilled turf sample and non-infilled turf sample must be submitted with bid.**

B. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified should be able to withstand exposure in all climates, be resistant to insect infestation, rot, fungus, mildew, ultraviolet light and heat degradation, and must have the basic characteristics of flow-through drainage, allowing free movement of surface runoff through the synthetic turf fabric where such water may flow to the existing base and into the field drainage system.

C. The finished playing surface will appear as mowed grass and shall resist abrasion and cutting from normal use.

D. The polyethylene pile yarn will be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water, and airborne pollutants.

E. The system will be tufted at the pile height and gauge listed in the above product specification in Section 2.0.

F. The Primary Backing must be a multi-layer backing, contain UV stabilizers and must pass 3000 hours of QUV A testing.

G. The Secondary Backing of high-grade polyurethane shall be applied to the Primary Backing. Secondary Backing adds resistance to water degradation and strengthens grip on fibers.

H. The entire backing shall be coated with holes perforated throughout the backing at the Synthetic Turf Manufacturer's recommended interval to allow for drainage. Partially coated backings or latex coating materials will not be acceptable.

3.3 Field Markings and Decorations

A. Field markings and decorations shall be installed in accordance with approved project shop drawings.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf FIELDS | Rekortan TRACKS | Laykold COURTS | SYNLAWN LANDSCAPE

Project: **RFP-604939-25/LAS** - Boombah Sports Complex Artificial Turf Field Replacement
Location: Sanford, Florida
Scope: Synthetic Turf Fields Replacement
Field Area: (9) Baseball Fields – Approximately 1,060,374 Total sqft
Hug A - Baseball Fields A1-A4: ±128,166 sqft each
Hub B - Baseball Fields B1-B5: ±109,542 sqft each

AstroTurf Corporation appreciates the opportunity to provide you with a proposal for **AstroTurf Synthetic Turf** to be installed at **Boombah Sports Complex** in **Sanford, Florida**. Our quote includes all labor, materials, tools, and equipment necessary to install in-place the synthetic turf applications (in accordance with our published product specifications).

AstroTurf is pleased to offer the following scope of work for your consideration:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Mobilization & Demobilization	1	EA	$24,000.00	$24,000.00
2	Existing Turf Removal and Disposal Hub A (4 Fields)	512,664	SF	$0.28	$143,545.92
3	Existing Turf Removal and Disposal Hub B (5 Fields)	547,710	SF	$0.28	$153,358.80
4	Grading and Drainage	9	EA	$10,000.00	$90,000.00
5	Curb Nailer Boards Hub A (4 Fields)	5,312	LF	$7.50	$39,840.00
6	Curb Nailer Boards Hub B (5 Fields)	6,140	LF	$7.50	$46,050.00
7	Batter's Boxes W/ Nailer Boards	9	EA	$300.00	$2,700.00
8	Synthetic Turf Hub A (4 Fields)	512,664	SF	$3.53	$1,809,703.92
9	Synthetic Turf Hub B (5 Fields)	547,710	SF	$3.53	$1,933,416.30
10	Additions & Bid Alternates	2	EA	-	$611,605.00
OVERALL GRAND TOTAL					**$4,854,219.94**

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General Conditions

- Provide AstroTurf project management & administration
- AstroTurf standard insurance to include General Liability, Workers Compensation, Automobile, and Umbrella coverage
  - Includes installation floater, up to $4,000,000 per claim
- Payment and performance bonds included
- All work is based on private/non-prevailing wages
- Includes all applicable sales/use tax
  - *AstroTurf will work with Seminole County utilizing the Sales Tax Recovery Program to recognize tax savings as required*
- Cleanup and disposal of our debris into dumpsters
- Provide AstroTurf project management & administration
- All work is based on private/non-prevailing wages
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff

Item 1: Mobilization & Demobilization

- Initial mobilization set for August 4th, 2025, beginning on hub A

Item 2/3: Existing Turf Removal and Disposal

- Demolition and disposal of approximately 512,664 sqft of existing synthetic turf from (4) baseball fields on Hub A
- Demolition and disposal of approximately 547,710 sqft of existing synthetic turf from (5) baseball fields on Hub B

Item 4: Grading & Drainage

- Provide minor remediation of the existing stone base utilizing up to 40 tons of finish stone per field.
- String-line sub-base prior to turf installation to confirm planarity. Laser grading will be performed if required, to be determined following turf demolition.
- Stone sub-base infiltration testing performed by 3rd party

Item 5/6: Curb Nailer Boards

- Demo and dispose of existing 5,312 linear feet of nailer board from Hub A fields and replace with new 2" x 4" wooden nailer board
- Demo and dispose existing 6,140 linear feet of nailer board from Hub B fields and replace with new 2" x 4" wooden nailer board

Item 7: Home Plate Nailer Boards (9 Fields)

- Re-grade and install new nailer board in "home Plate" areas for replacement panels

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Item 8/9: Synthetic Turf Fields

Synthetic Turf: ***AstroTurf Diamond HR 42 oz – 2"***
Infill: ***Rubber & Sand***

- Samples, submittal information, and shop drawings as required
- Installation by **AstroTurf**-certified crews
- Inlaid markings for the sport of baseball
- Seams and inlays to be installed using manufacturer recommended seaming method
- Installation of the selected infills at the manufacturer recommended weights and ratios
- Provide 3rd Party G-max testing at completion of each field
- **AstroTurf Standard (8) Year Manufacturer Warranty**
- Pricing is based on standard color palette

Additional Pricing

Add Alternate 1: Alternative Synthetic Turf System #1 **Add: $418,451.00**

- Provide ***AstroTurf RootZone 3D3 GT-B – 2"*** in lieu of ***AstroTurf Diamond HR 42 oz – 2"***
  Alternate accepted by County, will be utilized for project
- Provide green alternating panels in the outfields of all fields
- Provide (1) set of ***AstroTurf ERA 90 - 2"*** batter's and catcher's box replacement panels with Velcro (1 catchers box panel and 2 batters box panels per set) for each field

Add Alternate 2: ZeoLite Topper **Add: $193,154.00**

- Provide an infill topper of ***ZeoLite (Z-Cap)*** on all fields
  **Alternate accepted by County, will be utilized for project

**Florida General Contractor License: CGC1529096

AstroTurf takes pride in manufacturing and providing industry leading products, made from quality materials, purchased through reputable vendors, for you, our VALUED CUSTOMER. Supply and demand for all construction materials and freight are as volatile as they have ever been due to the economic climate that has affected the construction industry as whole, from local municipalities to global communities. As a result, AstroTurf may require additional compensation for any unforeseen cost increase greater than five percent (5%) as noted from the time the project was estimated to the time materials are purchased and shipped from our manufacturing facilities. Any cost increase shall be documented using material quotes, supplier list prices, invoices, or receipts if requested. Any cost increases due to conditions caused by AstroTurf will be the responsibility of AstroTurf. We appreciate your understanding of the construction world that we live in and value the opportunity to provide you with our services.

AstroTurf. AN AstroTurf Corporation GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721
(800) 723-TURF (8873) help@astroturf.com

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AstroTurf is only bound to the scope, schedule, and conditions of this proposal. AstroTurf reserves the right, to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. AstroTurf expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of* ***AstroTurf Corporation, *and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 120 days. We look forward to working with you!*

Submitted By:

Steve Coleman	&	Wes Allen
steve.coleman@astroturf.com		wes.allen@astroturf.com
(813) 777-7677		(407) 463-7813

Exclusions

- Any survey, layout, certification, or inspection costs, other than those stated in scope
- Testing of any kind not stated in scope of work
- Any attic stock, custom colors, graphics, line packages, replacement panels, sports equipment, and/or maintenance equipment not stated in scope
- Any site work applications including drainage systems, sub-base construction, concrete apron curb or attachment board applications other than what is specifically stated in scope of work
- Lime or cement soil stabilization
- Geotechnical investigation or reports
- Any additional stormwater treatment BMP's
- Fees and/or permits of any kind
- Design/ construction drawings and/ or permitting for SWPPP
- Hydrology Study/ Engineered plans
- Prevailing/ Union Wages
- All brick and/or masonry work
- Fence or netting work of any kind
- Repair or patching of any existing concrete or asphalt paving
- Relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Excavation, disposal, or replacement of any unstable/unsuitable soils or sub-base
- Any nontypical insurance requirements; if required additional charges may incur (i.e. railroad, pollution, cyber, builders risk)
- Liquidated damages and/or actual damages due to scheduling or time constraints
- Anything not specifically included in stated scope of work

***Deposit and Payment Terms based on credit worthiness of the customer.*
***Payments via credit card will incur a 3% fee*

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EXHIBIT D

INSURANCE REQUIREMENTS

BOOMBAH SPORTS COMPLEX ARTIFICIAL TURF REPLACEMENT

RFP-604939-25/LAS

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 (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Installation Floater:	$ 4,000,000	Per Claim
		$ 250,000	Maximum Deductible

~~ End Exhibit __ ~~

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/07/2025 14:01:15 -04:00
eCertified Id: 8BE4-F1EF-C5CG

Agreement Name: RFP-604939-25/LAS

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604939-25 are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20___.

AstroTurf Corporation
Consultant Name

By: Drew Snider
Print/Type Name: Drew Snider
Title: National Contract Manager

STATE OF NC
COUNTY OF Davidson

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 5 day of May, 2025 by Drew Snider (Full Name of Affiant).

TAMARA B. HAMBLIN My Commission Expires NOTARY PUBLIC April 6, 2029 DAVIDSON COUNTY, NC

Tamara B Hamblin
Print/Type Name Tamara B. Hamblin
Notary Public in and for the County
and State Aforementioned
My commission expires: 4-6-29

E-Verify Affidavit
Revised 5/19/2021

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Drew Snider

Title: National Contract Manager

Signature: Drew Snider Date: 5/5/2025

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-604939-25/CAS

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: AstroTurf Corporation

Authorized Signature: Drew Snider Date: 5/5/2025

Printed Name: Drew Snider

Title: National Contract Manager

STATE OF NC
COUNTY OF Davidson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of May, 2025, by Drew Snider, as National Contract manager on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced NA as identification.

TAMARA B. HAMBLIN NOTARY PUBLIC DAVIDSON COUNTY, NC My Commission Expires April 6, 2029

(Affix Notary Stamp or Seal)

Tamara B Hamblin
Notary Public Signature Tamara B. Hamblin
Print, Type or Stamp Name of Notary: Tamara B Hamblin
My commission expires: 4-6-29

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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SALES TAX RECOVERY. *Sales Tax Recovery Resolution No. 96-R-177 will apply when deemed to be in the best interest of the County and* as *specified in the Administrative Code, Section* 3.5514. *These purchases shall be exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County. For construction projects that the material purchased is greater than one million dollars, staff should evaluate using the Sales Tax Recovery Program, providing that sufficient savings can be achieved. The procedures to be followed are:*

(1) The solicitation package will identify that Sales Tax Recovery will be used and a copy of the County's Purchase Order terms and conditions will be included in the solicitation package. The Contractor will include the cost of all construction materials and equipment in its Bid Price. The Bid Price will also include all Florida State sales taxes normally applicable to such materials and equipment. If the County elects to make Sales Tax Recovery purchases, the responsibilities of the County and the Contractor shall be governed by this Section. All clerical, administrative, management, supervisory, inspection handling, storage, and other costs necessary for the Contractor to comply with Sales Tax Recovery are included in the Bid Price.

(2) The Contractor shall require major Suppliers to comply with these procedures.

(3) The Contractor shall furnish the County with a Requisition identifying each item of material or equipment to be purchased by the Contractor for the project. This form shall be acceptable to the Project Manager and Engineer of Record. The Requisition shall include:

Forms available

- The name, address, telephone number and contact person for the supplier.
- Manufacturer or brand, model or specification number of the item.
- Quantity needed as estimated by the Contractor or its Subcontractors and Suppliers.
- The price quoted by the Supplier for the material or equipment in question.
- Any sales tax associated with such quote.
- Shipping, handling and insurance costs.
- Delivery date as established by the Contractor or its Subcontractors and Suppliers.
- Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the County.
- Statement with the submittal control number that materials have been reviewed and approved by Architect or Engineer during the shop drawing submittal process.

(4) Promptly upon receipt of a Requisition, the County shall determine which items to purchase under Sales Tax Recovery. The Contractor will be notified of those items the County does not choose to purchase and becomes responsible for their purchase. The County will award a Purchase Order for the items which the County chooses to purchase. The Purchase Order shall require that the supplier provide shipping and handling insurance. The Purchase Order shall also require the delivery on the dates provided on the Requisition. A copy of each Purchase Order will

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be sent to the Contractor to verify that items ordered are in accordance with the required terms and delivery dates. The Certificate of Entitlement signed by the Department's Program/Project Manager will be sent to the Vendor by Purchasing and Contracts Division (PCD).

(5) The Contractor shall prepare and the County shall execute deductive Change Orders to reflect purchases made by the County. The amount of the deduction shall be based on the Purchase Order amount plus sales tax avoided. These Change Orders should be executed before the related Purchase Order will be paid.

(6) Nothing in this Section shall alter or modify the procedures for submission of shop drawings and other submittals by the Contractor.

(7) The Contractor shall be fully responsible for the receipt and acceptance of Sales Tax Recovery items. At a minimum, the Contractor shall verify correct quantities, verify documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept each item at the time of delivery, unload, handle and store the item. Sales Tax Recovery purchases by the County in no way relieves the Contractor of compliance with specification requirements, coordination, protection, scheduling or warranty.

(8) As Sales Tax Recovery items are delivered to the job-site, Contractor and County Representative shall visually inspect all shipments, and approve the supplier's shipping documents and invoice. The Contractor shall assure that each delivery document identifies the Purchase Order against which the delivery is made. The Contractor will forward approved invoices to the County's Representative for payment.

(9) The Contractor and County Representative shall inspect Sales Tax Recovery items prior to acceptance. If the Contractor discovers defective or nonconforming items, it shall not utilize such items in the Project, shall promptly notify the County, and shall assist the County in obtaining repair or replacement of the item. The Contractor shall be fully responsible if it fails to perform such inspection or otherwise accepts defective or non-conforming material or equipment. The Contractor shall ensure that materials requisitioned have been reviewed by the Engineer of Record and comply with specifications.

(10) The Contractor warrants Sales Tax Recovery items the same as all other materials and equipment furnished by the Contractor and nothing in this Section shall alter or modify the Contractor's obligations to assist the County relative to warranties.

(11) The Contractor shall purchase and maintain Builder's Risk Insurance sufficient to protect the entire project including Sales Tax Recovery items. Such insurance shall cover the full value of any Sales Tax Recovery items not yet incorporated into the Project starting from the moment of material delivery to the project site.

(12) The Contractor shall be liable for any interruption or delay in connection with Sales Tax Recovery Items.

(13) The Contractor shall provide the County's Representative with a monthly report documenting the amount and nature of Sales Tax Recovery items accepted by the Contractor. The Contractor shall match all material and equipment to purchase orders, invoices, delivery tickets, and inspection and acceptance reports. Upon receipt of appropriate documentation from the Contractor, payments will be made directly by the County to the appropriate supplier in accordance to the Purchase Order's terms and conditions.

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(14) The Contractor shall maintain records of all County Sales Tax Recovery purchase items incorporated into the Work. These records shall be available for inspection by the County upon request.

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Seminole County, Florida

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SALES TAX RECOVERY PROGRAM
PURCHASE REQUISITION
SEMINOLE COUNTY (BOOMBAH RETURF PROJECT)
(RFP-604939-25/LAS)

P.O. _____
Change
Order No: _____

Requisition #: _____ **Date:** _____ **Date Delivery Required:** **As indicated by {AWARDED CONTRACTOR}**

Subcontractor:		**Vendor:**				**Deliver To:**	
Address:		Address:		Remit Address:		Address:	
P.O.C./Phone		P.O.C./Phone				P.O.C.	
		Tax ID Number				Phone	

SUBMITTAL SPECIFICATION SECTIONS: _____

PROJECT MANAGER APPROVAL DATE: _____

Quantity	**Full Description of Requirement** Brand, Model, Specification #, Size, Color, Grade, Etc	Price
	Furnish and deliver materials as specified for the Seminole County {PROJECT TITLE} project in accordance with plans and specifications by {ENGINEER OF RECORD}. Deliver materials per instruction of {AWARDED CONTRACTOR}	

Requisition Request Amount: $_____ (This value does not include tax)

Sales Tax Savings: $_____ (Amount of Sales Tax Avoided)

Note Regarding Invoicing: Submit original invoice to Seminole County BCC Finance Division at PO Box 8080, Sanford, FL 32772-0869. Send copy of invoice to {AWARDED CONTRACTOR, ADDRESS} and {DEPARTMENT/DIVISION, ADDRESS}

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Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier' s risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County' s particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 4/2020

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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File Number: 2025-985

Title:

Waive the procurement process and authorize Sole Source Procurement SS-5118-25/GCM - E-Warrants to Cloud Gavel, LLC, Baton Rouge, LA; authorize the Purchasing and Contracts Division to issue Purchase Orders; and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-010 in the amount of $80,000.00 to appropriate an interfund transfer from General Fund Reserves to the Court Support Technology Fee Fund. **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Information Technology

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Gladys Marrozos/407-665-7112

Background:

SS-5118-25/GCM will provide a comprehensive electronic warrant software solution which will streamline the warrant process, from initiation by law enforcement officers to approval by judicial officers. The system will be fully customizable, allowing for creation and modification of warrant templates and workflows to meet the specific needs of the Court or the Agencies submitting or approving warrants. It will be accessible from any location via a web-based platform and mobile applications for Android, IOS, and iPadOS, ensuring that users can perform their duties efficiently, regardless of their location. The solution will autosave progress in the event of connectivity loss, ensuring work is not lost.

Additionally, the system will include a robust scheduling feature to manage on-call judicial officers and support tiered scheduling for judicial officers as well as customizable notification settings and preferences. The system will also handle warrants during business hours as well as afterhours “on call” warrants outside of

business hours.

CloudGavel is the sole provider capable of delivering an Electronic Warrant Solution within Seminole County; specifically for the Seminole County Sheriff's Office, Municipal Police Departments, and Judicial Courts.

The Backup Documentation includes the Sole Source Justification letter, Services Agreement with Scope of Services and the Budget Amendment Request to be provided.

The budget for this item is located in account business unit #02614013

Requested Action:

Staff requests the Board waive the procurement process and authorize Sole Source Procurement SS-5118-25/GCM - E-Warrants to Cloud Gavel, LLC, Baton Rouge, LA; authorize Purchasing and Contracts Division to issue Purchase Orders; and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-010 in the amount of $80,000.00 to appropriate an interfund transfer from General Fund Reserves to the Court Support Technology Fee Fund.

October 1, 2025

Seminole County Sheriff's Office
Sanford, Florida

To Whom It May Concern,

This letter is to testify that there is currently no other service on the market other than CloudGavel that can deliver a similar Electronic Warrant Solution within the County of Seminole, specifically for the Seminole County Sheriff's Office, Municipal Police Departments, and Judicial Courts.

Our assessment is based on the following reasons:

1. Warrant templates and workflow are designed to meet the legal requirements of the State of Florida
    - Configurable workflows for each warrant type, agency, and division.
    - Templates can be customized for different agencies within Seminole County and for different groups within an agency.
    - All templates meet the current and ongoing legal requirements of the State of Florida and the United States Code (where applicable).

2. CloudGavel can be specifically adapted for use within the county of Seminole. CloudGavel allows for exclusive data-sharing capabilities that are only available to agencies that use CloudGavel.

3. CloudGavel has integrated encrypted video conferencing and recording features that fulfill the Florida state requirements for audio/visual communication for swearing oaths of affidavits.

4. CloudGavel is compliant with all CJIS security, SOC2 compliance, and FIPS encryption standards.

5. CloudGavel is 100% cloud-based and can be accessed from any internet-enabled device.

6. CloudGavel provides a robust Warrant Service Module (WSM) that allows for the tracking and management of warrants within the County.
    - The WSM stores all criminal warrants and all warrants issued by the court, such as bench warrants and FTA's.
    - Warrants can be reviewed in the WSM before publishing to state warrant system.

- Warrants can be released or assigned to the appropriate divisions/agencies for execution.
- All required warrant documentation can be created electronically and produced on demand.
- A comprehensive audit trail allows for robust visibility into the actions of those with access to the system.

7. CloudGavel allows for NCIC and State Database integrations through the local messaging switches.
    - The capability allows CloudGavel warrants to be seamlessly published to the Florida state warrant system and then NCIC.
    - CloudGavel gives Florida the ability to manage warrant status in a single solution.

8. CloudGavel has 24/7 customer support for all agency users.

9. CloudGavel offers permanent retention of all documents and videos.

10. CloudGavel offers active directory integration which allows single sign-on capabilities.

11. CloudGavel offers a native mobile app on IOS and Android platforms.
    - Warrant Creation/Approval Module
    - Warrant Service Module
    - Warrant Data Exchange

If you have any additional questions or require any additional information, please feel free to contact CloudGavel/FusionStak management or our support team.

Sincerely,

Casey D. Roussel
President / CCO
FusionStak LLC

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between CloudGavel LLC, a wholly owned subsidiary of Tyler Technologies, Inc., and Client.

WHEREAS, Client selected CloudGavel to provide certain products and services set forth in the Investment Summary, including providing Client with access to CloudGavel's proprietary software products, and CloudGavel desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, CloudGavel and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means collectively Seminole County Board of County Commissioners.
- **"Data"** means your data necessary to utilize the CloudGavel Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the CloudGavel Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the CloudGavel Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by CloudGavel to the Client, including any addenda and supplements thereto.

- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that CloudGavel performs for the CloudGavel Software, and includes the right to access and use the CloudGavel Software, receive maintenance and support on the CloudGavel Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the CloudGavel Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the CloudGavel Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the CloudGavel Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"CloudGavel"** means CloudGavel LLC, a wholly owned subsidiary of Tyler Technologies, Inc. ("Tyler").
- **"CloudGavel Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The CloudGavel Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean CloudGavel.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The CloudGavel Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the CloudGavel Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the CloudGavel Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you

regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the CloudGavel Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the CloudGavel Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. This provision shall not affect or hinder the COUNTY's responsibilities in relation to Chapter 119, Florida Statutes.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the CloudGavel Software or Documentation resulting from the SaaS Services available in any manner to any third party, who is not identified in Exhibit A as an End User, for use in such third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, CloudGavel Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the CloudGavel Software will perform without Defects during the term of this Agreement. If the CloudGavel Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the CloudGavel Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. We will provide you with a summary of our compliance report(s) or its equivalent upon your request. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

   6.2 You will be hosted on shared hardware in the AWS GovCloud data center. Databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our CloudGavel data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the CloudGavel Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the CloudGavel Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the CloudGavel Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 CloudGavel data centers are accessible only by authorized personnel with a unique key entry. All other visitors to CloudGavel data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is

required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the CloudGavel Software.

7. Client Assistance. You acknowledge that the implementation of the CloudGavel Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the CloudGavel Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the CloudGavel Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the CloudGavel Software (including updates and enhancements) that we make generally available without additional charge to customers with a

current SaaS agreement; and

9.5 provide non-Defect resolution support of prior releases of the CloudGavel Software in accordance with any applicable release life cycle policy.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the CloudGavel Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the CloudGavel Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section C(10.3) above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the CloudGavel Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the CloudGavel Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the CloudGavel Software; and (ii) sub-license it to you through our license grant to the CloudGavel Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in

the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the CloudGavel Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the CloudGavel Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused

SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Except as otherwise expressly stated in this Agreement, the rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend, indemnify, and hold you harmless against any third party claim(s) that the CloudGavel Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the CloudGavel Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the CloudGavel Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing CloudGavel Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the CloudGavel Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the CloudGavel Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance,

cooperation, and information in defending the claim at our expense. This provision is not to be construed as a waiver by COUNTY or its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT CLOUDGAVEL DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability (including Cyber Liability) of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $4,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional CloudGavel products and services at

the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or CloudGavel purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional CloudGavel products and services at our then-current list price, also by executing a mutually agreed addendum or CloudGavel purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or CloudGavel purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. The parties shall exercise best efforts to select a mutually acceptable mediator. The parties participating in the mediation shall share the costs equally.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of,

either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you, the End Users identified in Exhibit A, and us. No additional third party will be deemed a beneficiary of this Agreement, and no additional third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party; provided, however, that amendments to add, remove or modify Court software modules shall only require signature by CloudGavel and the Clerk of Superior Court, and amendments to add, remove or modify Sheriff's Office software modules shall only require signature by CloudGavel and the Sheriff's Office.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. 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 in the state or federal courts serving Seminole County, Florida.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Twilio Acceptable Use Policy and Terms of Service. Your use of the CloudGavel Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a CloudGavel Agreement or accessing, installing, or using any such CloudGavel solution, you certify that you have reviewed, understand and agree to said terms. CloudGavel hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

23. Public Records Law.

a. CloudGavel acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CloudGavel acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes. CloudGavel shall comply with Florida's Public Records Laws. Specifically, if and to the extent Chapter 119 is applicable to CloudGavel's performance pursuant to this Agreement, CloudGavel shall perform the following:

i. CloudGavel shall keep and maintain public records required by COUNTY in order to perform the services required under this Agreement,

ii. Upon request from COUNTY's custodian of public records, CloudGavel shall provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. CloudGavel shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and, following completion of the Agreement, CloudGavel shall destroy all copies of such confidential and exempt records remaining in its possession after CloudGavel transfers the records in its possession to COUNTY.

b. Upon termination of this Agreement, CloudGavel shall transfer, at no cost to COUNTY, all public records in possession of CloudGavel. If CloudGavel transfers all public records to COUNTY upon completion of this Agreement, CloudGavel shall destroy any duplicate public records remaining in its possession. All records stored electronically must be provided to COUNTY, upon request of COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

c. **IF CLOUDGAVEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CLOUDGAVEL MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

24. Foreign County of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CloudGavel shall also execute and return the foreign County of Concern Attestation, attached hereto and incorporated to this Agreement. Through this attestation, CloudGavel affirms that it is neither

owned nor controlled by a government of a Foreign County of Concern, nor organized under the laws of such a country, as required by Section 287.138, Florida Statutes.

25. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CloudGavel shall attest under penalty of perjury, that CloudGavel does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement. Such Affidavit shall be required when executing, renewing or extending a contract.

26. CJIS Lead Agency in Florida. As of the Effective Date of this Agreement, the Seminole County Sheriff's Office, which is an End User to this Agreement, is serving as the CJIS Lead Agency in Florida.

27. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work
Exhibit E	Foreign County of Concern Attestation
Exhibit F	Human Trafficking Affidavit

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

CloudGavel LLC, a wholly owned subsidiary of Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
CloudGavel LLC
4305 Bluebonnet Blvd.
Baton Rouge, LA 70809
Attention: Chief Legal Officer

With a copy to:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

CLIENT: Seminole County Board of County Commissioners

By:_____

Name: Robert Bradley

Title: Purchasing & Contracts Manager

Date:_____

Address for Billing:
Seminole County Clerk & Comptroller
Post Office Box 8080
Sanford, Florida 32772
AP@seminoleclerk.org

With a copy to:
Seminole County Information Technology
Attn: Joe Alcala
1101 East First Street Sanford, Florida 32771

Address for Notices:
Seminole County Information Technology
Attn: Joe Alcala
1101 East First Street
Sanford, Florida 32771

With a copy to:
Seminole County Purchasing and Contracts
Attn: Robert Bradley
1301 E. Second Street
Sanford, Florida 32771

Seminole County Sheriff's Office
Attn: Steve White, Tech Solutions Director
100 Eslinger Way
Sanford, Florida 32773

Exhibit A
Investment Summary

We are providing an unlimited use license for the law enforcement agencies, courts, clerks, and district attorney users for our CloudGavel electronic warrants solution.

Seminole County will pay an annual subscription (SaaS) fee as further set forth in Exhibit B.
The annual subscription fee includes the following:

- Countywide deployment of the CloudGavel Solution to: Seminole County Sheriff's Office, Clerk of Seminole County, all courts serving Seminole County, all local city police departments within Seminole County (collectively, the "End Users").
- All system-wide product enhancements
  - These consist of all enhancements that are available to all clients. Any features that are specific to only Seminole County, meaning that features are not used by any other agency besides Seminole County, will fall under the custom feature fee schedule.
- All system bug fixes
- Full technical support to all agencies, courts, departments, etc., in Seminole County
- Complete training on all product features and enhancements

Seminole County will pay an all-inclusive hourly rate of $125.00 USD for all customized features. Customized features will be defined as any product enhancements that are specific to Seminole County. Seminole County will NOT be billed for standard system wide product updates. Any custom project will be accompanied by a signed scope of work by both parties and will require an amendment to the scope of this Agreement. The scope of work will include deliverables and time to completion.

Any additional services supplied to Seminole County by CloudGavel outside of the electronic warrant system will be billed on a mutually agreed price and scope of work and will require an amendment to the scope of this Agreement prior to the start of any project.

Fees and Costs:

eWarrant Module (SaaS Fees):	$60,000 for unlimited users and warrants ($30,000 in Year 1)
One Time Implementation Services (fixed fee):	$50,000
CJIS Lead Agency Discount:	$30,000 (50%) year 1 only
Annual Cost Escalator*:	5% - **Waived for CJIS Lead Agency Partnership**

*The annual cost will remain fixed for the duration of the initial term of this Agreement as set forth in Section F(1) as long as Seminole County Sheriff's Office (SCSO) serves as the CJIS Lead Agency in Florida.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Professional Services.

   2.1 Fixed fee implementation services (including training) are invoiced 50% on the Effective Date and 50% on the date when CloudGavel first makes the CloudGavel software available for Client's use in live production.

3. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting support@CloudGavel.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by CloudGavel will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for CloudGavel business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. CloudGavel carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

CloudGavel's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and CloudGavel employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the CloudGavel Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the CloudGavel Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by CloudGavel and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the CloudGavel Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the CloudGavel Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if CloudGavel anticipates that activities during a Standard or Emergency Maintenance window may make the CloudGavel Software unavailable, we will provide advance notice, as reasonably practicable that the CloudGavel Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

CloudGavel provides the following channels of software support for authorized users*:

(1) Online submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the CloudGavel Customer Support Portal available at the CloudGavel website or within the CloudGavel application.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

Support Availability

CloudGavel support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). CloudGavel's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Incident Handling

Incident Tracking

Every support incident is logged into CloudGavel's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. CloudGavel and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the CloudGavel software has been deployed on customer infrastructure or the CloudGavel cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that CloudGavel and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; or (b) systemic loss of multiple essential system functions.	CloudGavel shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, CloudGavel shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	CloudGavel shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, CloudGavel shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	CloudGavel shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, CloudGavel shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least monthly.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	CloudGavel shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, CloudGavel shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If CloudGavel is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any CloudGavel staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. CloudGavel will, at its discretion, use an industry-standard remote support tool. CloudGavel's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool CloudGavel uses is available upon request.

Exhibit D
Statement of Work

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SEMINOLE COUNTY, FLORIDA

Scope of Work

ELECTRONIC WARRANT SOFTWARE AS A SERVICE (SaaS)

April 10, 2025

STATEMENT OF WORK (SOW)

Overview

CloudGavel will provide Seminole County, Florida with a comprehensive electronic warrant solution. This solution aims to streamline the entire warrant process, from initiation by law enforcement officers to approval by Judicial Officers. The system will be fully customizable, allowing for the creation and modification of warrant templates and workflows to meet the specific needs of the Court or the Agencies submitting or approving warrants. It will be accessible from any location via a web-based platform and mobile applications for Android, iOS, and iPadOS, ensuring that users can perform their duties efficiently, regardless of their location. The solution will autosave progress in the event of lost connectivity, so not all work is lost.

CloudGavel complies with all security and Criminal Justice Information Services (CJIS) requirements to ensure the highest standards of security and data protection. Additionally, the system will include a robust scheduling feature to manage on-call judicial officers and support tiered scheduling for Judicial Officers as well as customizable notification settings and preferences. The system will also handle warrants during business hours as well as afterhours "on call" warrants outside of business hours. This Statement of Work outlines the project objectives, system requirements, functional and technical specifications, and the implementation plan to guide all parties through the project.

Project Objectives

- Provide a robust warrant solution for the court and all county agencies to streamline the warrant process from initiation to approval.
- Enhance accessibility and usability through mobile applications.
- Facilitate efficient scheduling for judicial officers.
- Provide ease of use to all parties involved in the warrant process.
- Ensure the system is capable of handling warrant returns.
- Provide a central repository for warrants.
- Ensure compliance with all security requirements such as but not limited to CJIS.
- Ensure that the system is highly available, secure, and fault tolerant.

System Requirements

User Roles and Permissions

- **Law Enforcement**: Initiate and submit warrant requests.
    - **Ensure there is a means for interagency approvals if agencies require approval before submitting warrant requests to District Attorneys or Judicial Officers**.
- **District Attorneys**: Review and approve warrant requests.
- **Judicial Officers**: Review, approve, and sign warrants electronically.
- **System Administrators**: Manage user roles, permissions, and system configurations.
- **Court Users**: Retrieve warrants, complete scheduling of judicial officers, monitor warrant returns.

Warrant Templatization

- Fully customizable templates for all types of warrants (e.g., search, arrest).
- Customizable workflows to encompass all types of documents and warrants.
- Provide consistent formatting for ease of review.

- Allow autofill of data such as officer name, badge number, hero statement.

Accessibility

- Web-based platform accessible from any internet-connected device.
- Mobile applications for Android, iOS, and iPadOS to allow access and approvals on the go.

Compliance

- Ensure the solution meets all Criminal Justice Information Services (CJIS) requirements for security and data protection.

Functional Requirements

Warrant Creation and Submission

- User-friendly interface for officers to create and submit warrant requests.
- Ensure that warrant progress is saved throughout the process so officers can save progress and return to complete the warrant at another time.
- Integration with existing law enforcement systems for data sharing and retrieval.
- Allow for quick and easy adjustments in the event a warrant is rejected due to error.
- Electronic Signature Capabilities for all required users.

Review and Approval Workflow

- Automated workflow for District Attorney and Judicial Officer reviews.
- Notifications and alerts for pending approvals and actions required.
- Electronic signature capabilities for judicial officers.

Scheduling and On-Call Management

- Robust scheduling system for courts to manage on-call judicial officers.
- Multiple avenues for notifying judicial officers of pending warrants.

Audit and Reporting

- Comprehensive audit trails for all actions taken within the system.
- Reporting tools to generate insights and compliance reports.

Technical Requirements

System Architecture

- Cloud-based architecture to ensure scalability and reliability.
- High availability and disaster recovery capabilities.
- Fault Tolerance to ensure uptime of the system.
    - SLAs and Support Tiers, Ticket levels and response times should be outlined.

Security

- End-to-end encryption for data in transit and at rest.
- Multi-factor authentication for all users.
- Regular security audits and compliance checks.
- Regular penetration testing with results provided to Courts for review at each cycle.
- Ensure compliance with DOJ, FBI, and other agencies for security requirements.
- Ensure compliance with CJIS and SOC II security protocols:
    - CJIS Security Policy Resource Center — LE (fbi.gov)

Integration

- APIs for integration with existing Record Management Systems (RMS) and Court Management Systems (CMS).
- Support for data import/export in standard formats.

CloudGavel's Proposed Implementation Plan

CloudGavel proposes this implementation plan as an example of the longest possible timeline considering the elements of what CloudGavel believes will make for a successful Go-Live experience.

Project Phases and Timeline

Phase 1: Requirements Gathering and System Design

- Kick-off meeting with stakeholders.
- Detailed requirements gathering sessions.
- Documentation of functional and technical requirements.
- Review and approval of design documents by stakeholders.

Phase 2: Development and Customization

- Initial implementation of core functionalities (warrant creation, submission, and approval workflows).
- Setup of development or test environment and tools.
- Development of customizable warrant templates.
- Implementation of security features to meet CJIS requirements.
- Development of scheduling and on-call management features.
- Initial internal testing and bug fixing.
- Begin 3rd Party RMS/CMS integrations (Court, Clerk, Sheriff)

Phase 3: Testing and Quality Assurance

- Comprehensive system testing (functional, integration, and security testing).
- User acceptance testing (UAT) with a select group of end-users.
- Bug fixing and performance optimization.
- Final approval from stakeholders.

Phase 4: Training and User Onboarding

- Development of training materials and user manuals.
- Conduct training sessions for all user roles (officers, district attorneys, judicial officers, and administrators).
- User onboarding and account setup.
- Final preparations for go-live.

Phase 5: Go-Live and Post-Implementation Support

- Official go-live of the electronic warrant solution.
- Monitoring and support to ensure smooth operation.
- Ongoing support and troubleshooting.
- Collection of user feedback for future improvements.

Exhibit E
Foreign County of Concern Attestation

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Exhibit F
Human Trafficking Affidavit

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HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of _____ ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

_____ _____
Signature Date

_____
Print Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____, as _____, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____
My commission expires:_____

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-010**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: INFORMATION TECHNOLOGY DEPT / IT BUSINESS OFFICE

Fund(s): 11400 COURT SUPP TECH FEE (ARTV)

RM Recommendation	
W. AVILES	10/8/2025
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To increase the interfund transfer from General Fund Reserves to the Court Support Technology Fee Fund in the amount of $80,000 for the Court Technology E-Warrant Software.

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	**11400**	**11400**	381100	**00100**	TRANSFER IN		9109999942	80,000.00
Revenue								
Revenue								
Revenue								
							Total Sources	**80,000.00**
Expenditure	**11400**	**02614013**	530466	**AVJDF**	SOFTWARE SUBSCRIPTIONS		4660140601	80,000.00
Expenditure	**00100**	**014001**	590910	**11400**	TRANSFER OUT		9109999942	80,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	160,000.00
Reserve	**00100**	**999901**	599998		RESERVE FOR CONTINGENCIES		9989999901	(80,000.00)
Reserve								
							Reserve Sub-Total	(80,000.00)
							Total Uses	**80,000.00**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2025-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'S NATURAL CHOICE

Administrative Services Department
Purchasing and Contracts Division

1301 East Second Street • Sanford, FL 32771
Phone: 407-665-7116 • Fax: 407-665-7956

JUSTIFICATION TO WAIVE THE COMPETITIVE PROCUREMENT PROCESS

(IAW Purchasing Admin Code Section 3.583(2))

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

☐**SINGLE SOURCE** ☒**SOLE SOURCE**

Note: Single/Sole Source Requests are not maintained as a standing request. Each request is for a one-time purchase unless approved by the Board of County Commissioners (BCC). Please indicate in the check box below:

☐**SINGLE** one-time purchase only

☒**PROCEED** BCC approval

Requestor: Joe Alcala Phone No.: 407-665-1111 Date: 10/09/2025

Department: Information Technology Division: _____

Description of Item/Services: Electronic Warrant Software

1. Please indicate the following:

Procurement: ☐ Goods
☒ Services
TECHNOLOGY ☐ Reviewed and approved by IT:
Douglas Baker _____ or Carlos Vazquez C.V
Initial *Initial*
CC: Clint Patterson & Jeff Leveroni

2. Vendor Information (*Attached Completed W-9*):

Vendor Name: CloudGavel LLC
Address: 8733 Siegen Lane, Suite 147 City: Baton Rouge State: LA
Phone Number: 1 (866) 297-5155 Fax: (___) _____
Contact Person: Casey Roussel Title: President/CCO
E-Mail Address: casey.roussel@cloudgavel.com

Rev. 5/2024

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?
    a. This product was chosen based on what we were looking for Originally we had looked at the State warrant system. But they shuttered that. Cloud Gavel was chosen because it had all of the hallmarks for the items we were looking for:
        i. Cloud Based
        ii. Can manage and administer the complete lifecycle of warrants
        iii. Was able to segregate each specific areas (SO, SAO, Judicial, Clerk) during the warrants life cycle so that communication and proper management would go up and risk due to errors would decrease
        iv. Cost

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?
    a. Cloud Based and works across all the areas during the life cycle of a warrant
    b. For the cost, they agreed to cover the entire County. Other vendors we talked to did not.
    c. Agreed that the SO would be their Lead Agency for CJIS compliance

c) Conduct and provide a Cost Benefits Analysis that supports paying a non-competitive price:

ITEMS (d – h) REQUIRED FOR SINGLE SOURCE REQUEST

d) Why are these specific features/qualifications required?

e) What other products/services have been examined and/or rejected?

f) Why other sources providing like goods or services are considered unacceptable (please give a full meaningful explanation)?

g) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this precise item or service?

h) How will your mission/operation be impacted if the County does not purchase the particular item/service? Please explain.

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.

Requestor's Name - print	Signature	Date
Requesting Division Manager - Print *(Required for purchases <$50K)* Joseph W Alcala	Signature Digitally signed by Joseph W Alcala Date: 2025.10.13 '09:22:07 -04'00 Joseph W Alcala	Date
Requesting Department Director - Print *(Required for purchases >$50K)*	Signature	Date

Purchasing and Contracts Division Determination:

Supervisor	☐Approval	☐Disapproval	Date:
Manager	☑Approval	☐Disapproval	Date: 12/22/2025

BCC Date, if applicable: _____

Comments:

_____

Purchase Order No.: _____ Amount of Purchase: $ _____

Revised 05/2024

Rev. 5/2024

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

File Number: 2025-1156

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-906 for a drainage easement necessary for the Midway Drainage Improvement Project (75 ± SF) between Ferina Edwards and Seminole County for $1,530.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Administrative Services Deputy Director)** Requesting Department - Public Works

Division:

Administrative Services-Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (#1-906) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owner (Ferina Edwards / Tax ID #33-19-31-502-0000-0120) of the property located at the northwest corner of Hughey Street and Rut Street, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of $1,530.00 inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary site improvements and consists of 0.13 ± acres of land. The County's valuation of this acquisition is $530.00. There is no cost to cure identified for this acquisition. The County's incentivized offer was $1,530.00, which was accepted by the owner, inclusive of all fees and costs.

The budget for this item is in account business unit #01907077.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-906 for a drainage easement necessary for the Midway Drainage Improvement Project (75 ± SF) between Ferina Edwards and Seminole County for $1,530.00, as full settlement and 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
Oneal St
Water St
Sipes Ave
Rut St
Muddy Ln
Garbo Jack Ln
Mt Zion Missionary Baptist Church
Dixon Ave
Byrd Memorial Church
Midway Drainage Improvement Project
Parcel 1-906
Ferina Edwards
33-19-31-502-0000-0120

PURCHASE AGREEMENT
DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between **FERINA EDWARDS**, whose address is 3350 Garbo Jack Lane, Sanford, Florida 32771-7007, 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."

W I T N E S S E T H:

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: 33-19-31-502-0000-0120

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 ONE THOUSAND FIVE HUNDRED AND THIRTY AND NO/100 DOLLARS ($1,530.00). 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 (2025).

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 (2024), 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 (2024), 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

Print Name

Witness

Print Name

FERINA EDWARDS

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:_____
ANDRIA HERR, 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

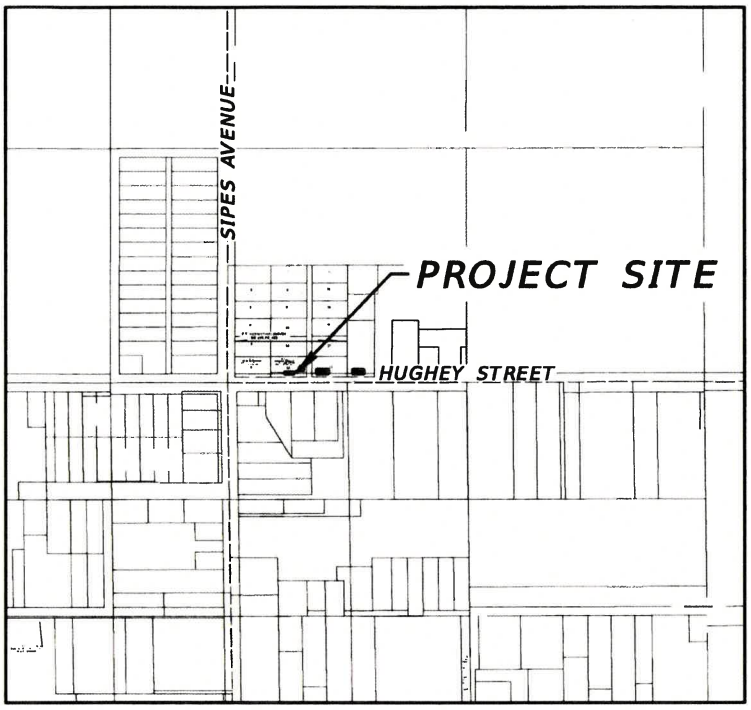
Attachment:
Exhibit A – Legal Description and Sketch

CMP/coh
11/05/2025
T:\Users\Legal Secretary CSB\Public Works\Agreements\2025\Purchase Agreement - Drainage Easement - Edwards, Ferina.docx

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-502-0000-0120
EASEMENT NO./SEARCH NO. - 906/_____

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
L1	= 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

Jack V Carper

Digitally signed by Jack V Carper
DN: C=US, O=Unaffiliated, dnQualifier=A01410C000001950594701400049F17, CN=Jack V Carper
Reason: I am the author of this document
Location:
Date: 2025.07.23 12:51:19 -04'00'
Foxit PDF Editor Version: 13.1.4

AtkinsRéalis
482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

Date:	7/11/25
Scale:	1:500
Job No.:	100080164
F.B.:	N/A
Drawn By:	VS
Ckd. By:	JVC
Sheet:	1 of 3

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SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-502-0000-0120
EASEMENT NO./SEARCH NO. - 906/_____

Parcel 906 Legal Description

That part of Lot 12 of F.T. Meriwether's Survey of the West 1/2 of the South 5 acres of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 19 South, Range 31 East, Seminole County, Florida, according to the Survey shown on Deed Book 139, Page 499 of the Public Records of Seminole County, Florida,

Lying within the following Metes and Bounds description:

Commence at the intersection of the West line of the right-of-way for Sipes Avenue as shown on said F.T. Meriwether's Survey in Deed book 139, Page 499, and the North line of the right-of-way for Hughey Street as described in Official Records Book 4857, Page 693 of said Public Records of Seminole County, Florida; thence N 89° 52' 56" E along said North line of the right-of-way for Hughey Street as described in Official Records Book 4857, Page 693, and Official Records Book 4857, Page 696, for 141.18 feet to the Point of Beginning; thence N 00° 07' 04" W for 3.50 feet; thence N 89° 52' 56" E for 21.50 feet: thence S 00° 07' 04" E for 3.50 feet to a point along the aforesaid North line of the right-of-way for Hughey Street: thence S 89° 52' 56" W along said North line for 21.50 feet to the Point of Beginning.

Containing 75 Sq. Ft. more or less

AtkinsRéalis
482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 7/11/25
Scale:
Job No.: 100080164
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet: 2 of 3

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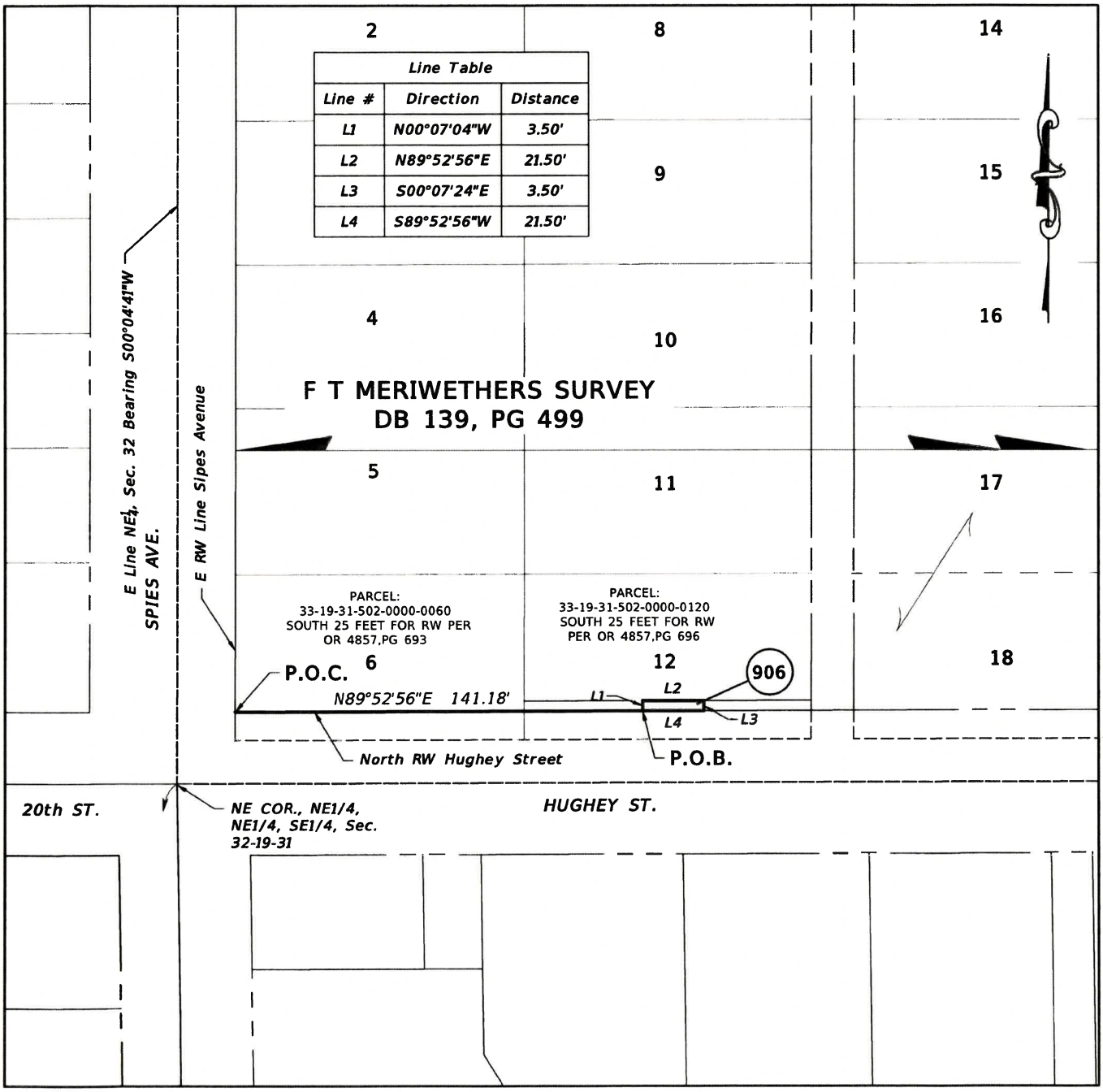
SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-502-0000-0120
EASEMENT NO./SEARCH NO. - 906/_____



Line Table		
Line #	Direction	Distance
L1	N00°07'04"W	3.50'
L2	N89°52'56"E	21.50'
L3	S00°07'24"E	3.50'
L4	S89°52'56"W	21.50'

0 50 100 Feet

NOTES:
1. THIS IS NOT A SURVEY
2. Bearings are assumed and based upon the East Line of the NE¼ of Section 32, having a bearing of S 00°04'41" W.

AtkinsRéalis
482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date:	7/11/25
Scale:	1:50
Job No.:	100080164
F.B.:	N/A
Drawn By:	VS
Ckd. By:	JVC
Sheet:	3 of 3

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File Number: 2026-0022

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-016 in the 2001 and 2014 Infrastructure Sales Tax Funds to transfer funding in the amount of $2,218,510 of existing budget for the Deleon Street Drainage Improvement Project. District2 - Zembower (**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/407-665-7180

Background:

The Deleon Street Drainage Improvement Project (CIPs#02307111; 02507071; 02607049) includes construction services to repair erosion that occurred during Hurricane Ian and other rainfall events. This site is located along DeLeon St. from South of Florida Ave for approximately 1,800’ to the north. The work includes wall construction, roadway construction and resurfacing, drainage installation, grading, guardrail, subsoil removal, pavement markings, signing, utility work by AT&T and Duke Transmission, and maintenance of traffic.

Currently there is $4.9M available in the project. The lowest bidder for construction is Southland Construction, and the bid came in at $6,447,778. In addition, funds are needed to cover a 10% contingency, cost to purchase wetland mitigation credits and tree trimming to cover the construction scope. A total of $7,141,459 is needed. It is anticipated that a portion of project costs are eligible for reimbursement by FEMA. The amount to be determined at a later date.

The attached budget amendment will allocate $2.2M to cover this deficit. Available funds are included within the 5 Points Roadway Project (CIP#00265503) and Seminole Wekiva Trail Tunnels Projects (CIP#02007015). The 5 Points Roadway Project is complete and

there are available funds that can be reallocated and the Seminole Wekiva Trail Tunnels Project is on hold pending discussions with the Board. A cost table is attached.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-016 in the 2001 and 2014 Infrastructure Sales Tax Funds to transfer funding in the amount of $2,218,510 of existing budget for the Deleon Street Drainage Improvement Project.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-016**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Public Works - Engineering

Fund(s): 11560-2014 SALES TAX FUND/11541-2001 SALES TAX FUND

RM Recommendation	
S.CARRICK	12/22/2025
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

Additional funding for the Deleon St Drainage Improvements Project. Reallocating funds from 5 Pts Roadway Project and Seminole Wekiva Trail Tunnel Projects.

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	02507071	530340		DELEON-OTHER SVC	4909999907		4,255
Expenditure	11560	02507071	560610	00001	DELEON-LAND	6109999901		6,750
Expenditure	11560	02507071	560650	00001	DELEON-CONSTRUCTION	6509999901		1,421,997
Expenditure	11560	02007015	560680	00001	SWT TUNNELS-	6809999901		(1,433,002)
Expenditure	11541	00265503	560650	00001	5 PTS ROADWAY-CONST	6509999901		(104,149)
Expenditure	11541	00265503	560652	00001	5 PTS ROADWAY-CEI	6529999901		(656,829)
Expenditure	11541	00265503	580813		5 PTS -AID TO OTHER	8139999901		(24,530)
Expenditure	11541	02607049	560650	00001	DELEON - CONSTR	6509999901		785,508
						Expenditure Sub-Total		-
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

COST TABLE - BAR 26-016
DELEON ST DRAINAGE IMPROVEMENTS PROJECT

BUDGET DETAILS	DELEON ST DRAINAGE IMPROVEMENTS 2nd GEN SALES TAX (CIP#02607049)	DELEON ST DRAINAGE IMPROVEMENTS 3RD GEN SALES TAX (CIP#02507071)	DELEON ST DRAINAGE IMPROVEMENTS GENERAL FUND (CIP#02307111)	5 POINTS ROADWAY PROJECT SALES TAX (CIP#00265503)	SWT TUNNELS PROJECT SALES TAX (CIP#02007015)	TOTAL
PRIOR YEAR EXPENDITURES		-	337,412	13,359,194	922,768	14,619,374
FY26 CURRENT EXPENSES/ENCUMB	-		429,264	134,335	-	563,599
FY26 CURRENT BUDGET	-	2,680,305	2,671,908	919,847	1,745,457	8,017,517
AVAILABLE FUNDING	-	2,680,305	2,242,644	785,513	1,745,457	7,453,918
PROPOSED BAR 26-016	785,508	1,433,002	-	(785,508)	(1,433,002)	-
AMENDED FY25 AVAILABLE	785,508	4,113,307	2,242,644	5	312,455	7,453,918
	TOTAL FUNDS NEEDED		***7,141,459***			

WORK ORDER AMOUNT	$ 6,447,778
WETLAND MITIGATION	6,750
TREE REMOVAL	4,255
CONTINGENCY	682,676
TOTAL	$ 7,141,459

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

File Number: 2026-0023

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-013 in the Major Projects Fund to appropriate funding in the amount of $190,000, from reserves, to replace the Uninterruptible Power Supply (UPS) at the Seminole County Clerk of Court Records Center, and for additional funding required to replace the Distributed Antenna System (DAS) in the Jail and Criminal Justice Center. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Emergency Management

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Amirah Evanovich/407-665-7163

Background:

The Clerk of the Court's Record Center is currently operating on an Uninterruptible Power Supply (UPS) system that has reached end-of- life and is experiencing recurring overload conditions and operational instability. These issues pose a significant risk to essential Clerk functions - including records management, network connectivity, and data integrity -due to potential UPS failure.

Due to the emergent nature of the system's degradation, the Office of Emergency Management (OEM) obtained a quote for like-for-like replacement to ensure continuity of operations at the existing design capacity.

The Budget Amendment request will support the procurement and installation of the replacement UPS. Approval of this item will prevent potential service disruptions at the Records Center and maintain operational readiness for critical Clerk functions.

This request also appropriates funding from reserves to support the replacement of the Distributed Antenna System (DAS) at John E. Polk Correctional Facility and Criminal

Justice Center. The current DAS must be replaced to ensure reliable amplification of radio signals, enabling clear and uninterrupted communication for emergency responders and staff. Updating this system is critical for operational efficiency and safety within these facilities. This project was included and approved in the FY26 Adopted Budget but requires $70,000 of additional funding due to increased costs.

Major Project Reserves are currently budgeted at $1.4 million

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-013 in the Major Projects Fund to appropriate funding in the amount of $190,000, from reserves, to replace the Uninterruptible Power Supply (UPS) at the Seminole County Clerk of the Court Records Center, and for additional funding required to replace the Distributed Antenna System (DAS) in the Jail and Criminal Justice Center.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-013**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Emergency Management / Emergency Telecommunications

Fund(s): 00112 Major Projects Fund

RM Recommendation	
A. EVANOVICH	12/15/2025
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

To transfer $190,000 in the Major Projects Fund, from reserves, to replace the Uninterruptible Power Supply (UPS) at the Seminole County Clerk of Court Records Center, and for additional funding required to replace the Distributed Antenna System (DAS) in the Jail and Criminal Justice Center.

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	00112	02602002	530460		REPAIRS AND MAINTENANCE		4600105629	120,000.00
Expenditure	00112	02610012	530522		OPERATING SUPPLIES-TECHNOLOGY		5229999925	70,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	190,000.00
Reserve	00112	999978	599998		RESERVE FOR CONTINGENCIES		9989999901	(190,000.00)
Reserve								
							Reserve Sub-Total	(190,000.00)
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

Unified Power

Jeff Kuzmick
Phone: (407) 327-7373
Jeff.Kuzmick@UnifiedPowerUSA.com
www.unifiedpowerusa.com

Keeping You in Power

Seminole County Clerk of Court Records Center
Seminole County Records Center Jeff Flint UPS Expansion Project
Estimate #: 180046 - Rev: 2
Date: 12/04/2025

Jeff Kuzmick
(407) 327-7373
Jeff.Kuzmick@UnifiedPowerUSA.com

Seminole County Records Center Jeff Flint UPS Expansion Project

Invoice To:	End User:
Seminole County Clerk of Court Records Center PO Box 8099 Sanford FL 32772-8099	Seminole County Clerk of Court Records Center

Records Center warehouse, Seminole County Clerk of Court Records Center, 1750 E. Lake Mary Blvd, Sanford, FL 32773, US

Description	Rate	Quantity	Price
Qty (1) Toshiba G9000 100 kVA 60 Hz - 100kVA/90kW G9000 Series UPS System - Single/Multi-module Configuration - 480V, 60 Hz. 3-Ph/3-Wire Primary Input - 480V, 60 Hz. 3-Ph/3-Wire Bypass Input - 480V, 60-Hz. 3-Ph/3-Wire Output - Approx. Unit Dim: 27.6"W x 32.8"D x 80.7"H - Approx. Unit Weight: 780 lbs. - RemotEye 4 Multi-Protocol UPS Manager Monitoring - Factory Start up Qty (1) Toshiba Wall-mount 3-breaker bypass - Includes 175A breakers, rated at 35kAIC - Includes keyed interlock system with SKRU - Approx. Dim: 30.1"W x 10.8"D x 42.1"H - Approx. Weight: 130lbs Qty (1) 5.6 minute full-load Toshiba AGM Battery Cabinet - Dimensions ea: 36" x 29.5" x 78.7" (WxDxH) - Weight ea: 2,260lbs - DC Breaker: 250A	$92,412.00	1	$92,412.00
Turn-key Electrical - Installation of new 100kVA Toshiba G9000 UPS, Wall-mount MBS, and 5.6 minute full load/16.5 minute at 50% load Battery cabinet. - Installation includes all labor, time and material to perform work during normal hours. - Final cutover would be after hours.	$25,752.20	1	$25,752.20
Site Total:			$118,164.20

Jeff Kuzmick
(407) 327-7373
Jeff.Kuzmick@UnifiedPowerUSA.com

Comments

Jeff Flint
IT Operations Manager
Information Services
101 Eslinger Way
Sanford, FL 32773
Phone: 407-665-4416 Cell: 407-819-9135
www.SeminoleClerk.org

Summary

Records Center warehouse, Seminole County Clerk of Court Records Center, 1750 E. Lake Mary Blvd, Sanford, FL 32773, US	$118,164.20
Tax	$0.00
Total	$118,164.20

Jeff Kuzmick
(407) 327-7373
Jeff.Kuzmick@UnifiedPowerUSA.com

Unified Power's Terms & Conditions will apply to orders based on this proposal.
https://unifiedpowerusa.com/terms-and-conditions

Unified Power's Standard Terms are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power		**Seminole County Clerk of Court Records Center**	
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____

Jeff Kuzmick
(407) 327-7373
Jeff.Kuzmick@UnifiedPowerUSA.com

Terms and Conditions

1. **Acceptance and Entire Terms and Conditions**. All services performed, including but not limited to scheduled, remedial and emergency services (collectively "Services") or products, equipment , batteries or parts ("Products") sold or delivered separately or as part of performing Services sold by ON COMPUTER SERVICES, LLC, dba UNIFIED POWER (Seller), as well as by third party vendors and/or services providers of Seller, on behalf of or to the CUSTOMER ("Customer") named in the attached Proposal (the "Proposal") shall be subject to these Terms and Conditions. If Services are being supplied pursuant to Customer's purchase or work order, Seller's acceptance of said purchase or work order is expressly conditioned on Customer's acceptance of these Terms and Conditions. Any of the provisions of Customer's purchase or work order which attempt to impose terms and conditions at variance with these Terms and Conditions shall not be binding on Seller and shall not be considered applicable to the Services contemplated by the Proposal. Neither commencement of performance nor delivery by Seller shall be considered or construed as acceptance of Customer's supplemental or conflicting terms and conditions. Seller's failure to object to conflicting or added terms will not change or add to the terms of this agreement. A customer's acceptance of the Products and/or Services from Seller shall be considered to constitute acceptance of the terms and conditions contained herein.

2. **Delivery, Delays and Title**. Any Service completion date or Product delivery date specified on the face hereof is approximate and is not a guarantee of a particular day of completion of the Services to be performed hereunder or delivery of the Products, and such dates are based upon prompt receipt of all necessary information from the Customer. Under no circumstances shall Seller be liable for damages for any delay or failure to perform the Services or deliver the Products as scheduled if such delay or failure is occasioned in whole or in part by reason of force majeure, or any other causes or circumstances beyond Seller's reasonable control or which Seller by reasonable diligence could not have avoided

3. **Warranty and Seller's Limitation of Liability**. Seller's sole warranty pursuant to these Terms and Conditions shall be that all Services performed shall be performed in a competent manner, and that any Products provided hereunder and any incidental materials and consumables utilized in the performance of the proposed Services will be new or like new and free from defects in workmanship and will conform to the applicable drawings and specifications. If Customer identifies any failure of Seller to meet the above stated warranty within thirty (30) days from the date such Service or installation of such Products (or for any longer warranty period provided by a Product manufacturer, which warranty shall be passed directly to Customer), Customer must immediately notify Seller in writing. Any claims of Customer, shall not be cause for the cancellation of the Proposal or these Terms and Conditions.

NO WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXTENDED BY Seller, OR MAY BE EXTENDED BY CUSTOMER, TO ANY THIRD PERSON. NOTWITHSTANDING ANYTHING IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, Seller SHALL NOT BE LIABLE INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOST SALES, GOODWILL, INJURY TO PERSON OR PROPERTY, OR OTHER INDIRECT LOSS IN CONNECTION WITH OR ARISING OUT OF: (I) WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE RELATED TO A PRODUCT OR (II) THE PERFORMANCE OF ANY SERVICE, WHETHER OR NOT THE POSSIBILITY OF DAMAGE WAS DISCLOSED TO Seller OR COULD HAVE BEEN REASONABLY FORESEEN BY Seller.

4. **Indemnity**. Subject to Section LIABILITY herein, Seller shall defend, indemnify and hold harmless Customer, its officers, employees and agents from and against any and all claims, liabilities, damages, demands, losses, causes for action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by the negligence acts, errors, omissions or willful misconduct of Seller, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by Seller, its employees or agents.

5. **Force Majeure**. Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for nonperformance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, as its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Customer

6. **Returns**. Products may be returned to Seller only after receipt by Customer of written authorization and shipping instructions from Seller signed by its authorized agent.

7. **Cancellations**. All requests for cancellation must be made in writing by Customer, and orders or service contracts shall not be cancelled without the prior written consent of Seller signed by an authorized agent of Seller. Orders for Products or Services in process or completed at the time Customer's cancellation is received by Seller are subject to cancellation charges up to the invoice value of the Products or Services

8. **Price**. All prices stated in Seller's Proposal or in the attached rate sheets will be maintained for Services performed within thirty (30) days from the date of the Proposal unless extended by Seller at its sole option. Prices stated herein do not include installation, freight and handling charges, unless such item is specifically listed and priced in the agreements between Seller and Customer

Jeff Kuzmick
(407) 327-7373
Jeff.Kuzmick@UnifiedPowerUSA.com

9. **Payment**. Unless otherwise specifically provided in the Proposal, invoices for performance of any non-Contract Services will be processed upon completion of the Service. Invoices for all Products not sold as part of a Service will be processed upon shipment of the Products to Customer. Payment of all invoices is due within thirty (30) days from the date of the invoice. Payment to Seller by Customer will not be contingent on third party payments to Customer. Any payment not made when due shall be subject to a one and one half percent (1-1/2%) service charge per month which will be added to all balances past due, which is an annual rate of eighteen percent (18%). In addition, an amount equal to twenty percent (20%) of the service price will be added to all outstanding principal balances which are more than thirty (30) days past due if, in the sole opinion of Seller, it is necessary to utilize the services of an attorney and incur related expense in the collection of the account and such additional amount shall be an obligation of Customer. In the event that Seller in its sole opinion shall decide it is necessary to file court action in order to collect any outstanding balance, then Customer shall be obligated to reimburse Seller for all attorney's fees and court costs.

10. **Default**. The following specific conduct shall be considered a default under these Terms and Conditions:

1. Failure to pay when due any amounts pursuant to any of the agreements between Seller and Customer.
2. The filing of a bankruptcy proceeding by or against Customer or attachment or garnishment proceedings commenced against Customer which is not dismissed within thirty (30) days after the date of filing.
3. Any breach of the terms of these Terms and Conditions or any other agreements between Seller and Customer, other than as set for the in subsection 1 or 2 of this Section 8 and such default continues for twenty (20) days after written notice thereof by the party not in breach, such continuing breach shall constitute a default by the breaching party.

   Upon an event of default by Customer pursuant to subsection 1 or 2 of this paragraph, or if the financial responsibility of Customer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Customer shall default under any of its agreements between Seller and Customer, then in such case (i) upon demand by Seller, Customer shall provide satisfactory security or advance cash payment and performance of Services or delivery of Products may be withheld by Seller until such security or payment is received; (ii) Seller may declare all of Customer's outstanding indebtedness to Seller immediately due and payable; and/or (iii) Seller shall have the option to immediately withhold deliveries and suspend performance and to resume deliveries and performance when it deems appropriate or declare the transaction between Seller and Customer void and, upon such an event, Seller shall have no further duties or obligations to Customer whatsoever and will retain all amounts paid by Customer. Acceptance by Seller at any time of less than the full amount due Seller shall not be deemed to constitute a waiver of any of Seller's rights hereunder. Seller's rights under this Section of the Terms and Conditions are in addition to all rights available at law or in equity to Seller.

In the event of an uncured default by either party, pursuant to section 3 of this paragraph, the non-defaulting party shall have the right to declare the remaining term of the relationship between Seller and Customer void

11. **Taxes**. In addition to any price specified herein, Customer shall pay, or reimburse Seller for the gross amount of any and all taxes that are associated with this transaction unless Customer has furnished Seller with evidence of exemption acceptable to the taxing authorities in advance of this transaction.

12. **Governing Law**. These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of the Texas conflict of law rules. Any actions, claims or suits (whether in law or equity) arising out of or relating to these Terms and Conditions, or the alleged breach thereof, shall be brought only in courts located in Dallas County, Texas and Customer hereby waives its rights, if any, to bring such actions, claims or suits in any other courts. The parties hereby submit themselves to the jurisdiction of the courts located in Dallas County, Texas for the enforcement of this provision and for the enforcement of any judgment rendered by such courts. If any action, claim or suit is brought by Seller against Customer hereunder, Customer agrees to and does hereby irrevocably appoint the Texas Secretary of State as Customer's agent for the acceptance of service of process therein, and a copy of such process shall be mailed by Seller to Customer at Customer's last known address.

13. **Nonassignability**. This Terms and Conditions and its terms shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns except that neither these Terms and Conditions nor any interest or obligation hereunder shall be assignable or transferable by Customer, in whole or in part, without the prior written consent of Seller

14. **Severability**. If any provision or paragraph of these Terms and Conditions is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of these Terms and Conditions and the Terms and Conditions shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

15. **Holiday Scheduling**. Seller recognizes nine (9) holiday events each year (“Holidays”) and there shall be no scheduled maintenance performed by Seller on Holidays. Accordingly, scheduled maintenance rates and availability during Holidays are subject to adjustment. Seller will notify Customer in advance of any conflicts between Seller's Holiday schedule and Customer's scheduled maintenance, and such scheduled maintenance shall be rescheduled at a time mutually agreeable to Seller and Customer. Holiday restrictions are not applicable to emergency call-out service, but rates may be adjusted.

16. **Holiday Scheduling**. Any notice, writing or other communication required or permitted to be given under the terms of these Terms and Conditions shall be in writing and sent to the addresses of Seller and/or Customer set forth in the agreement(s) between Seller and Customer by one or more of the following

methods: (a) by personal hand delivery; (b) by certified or registered mail in the United States mail, postage prepaid, return receipt requested; or (c) by a recognized overnight express mail service. If mailed by U. S. Mail, the notice period shall be deemed to begin two (2) days following the date on which that notice is mailed.

17. **General Provisions**.

a. Unless otherwise specified by Seller, any quotation or proposal of Seller shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's formal written acceptance.

b. Seller reserves the right to subcontract any of the work to one or more subcontractors.

c. For sales of Products (equipment/parts/materials) with installation, Seller shall retain the right to bill for Products separately from labor if installation is delayed by Customer

d. Any information, suggestions or ideas transmitted by Customer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized agent of Seller.

e. The sale of any Service and Products ordered by the Customer which are not included within the scope of Seller's Proposal or other agreements with Customer is expressly conditioned upon these Terms and Conditions. Terms and conditions included in the Seller's Proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized agent of Seller

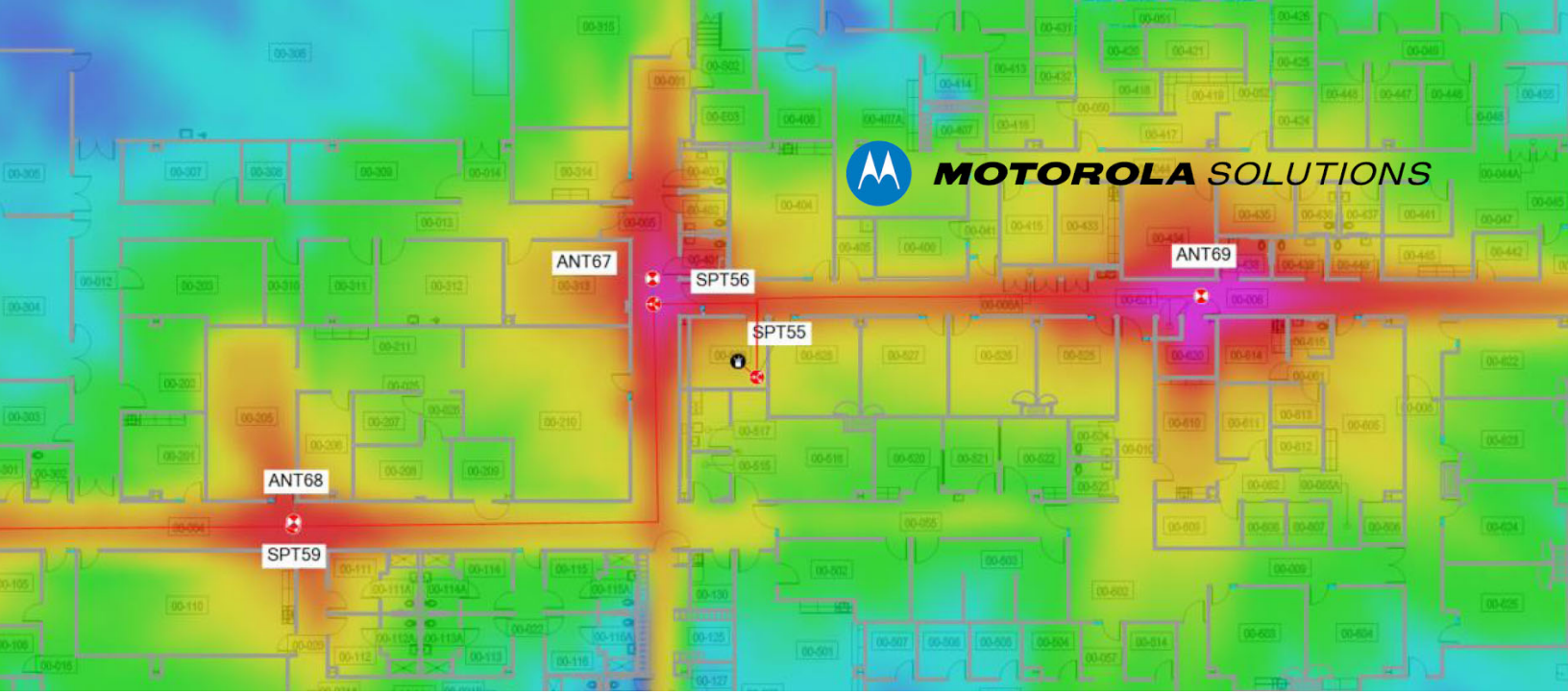
f. The parties to these Terms and Conditions specifically agree that in the event that any provision of these Terms and Conditions is found, by a court of competent jurisdiction, to be unenforceable under Texas law, such provision(s) shall be waived, to the full extent permitted by law, without invalidating the remaining provisions of the Terms and Conditions.

g. All subheadings as used herein shall be descriptive only and shall not have any substantive meaning whatsoever.

h. To the extent that any provisions of these Terms and Conditions conflict with or are inconsistent with the terms as stated in the body of the Proposal attached hereto, then the terms of the Proposal shall prevail.

i. The parties hereto covenant and warrant that the persons executing any agreement between Seller and Customer have been duly authorized to execute said agreement, and the agreement and these Terms and Conditions constitute a valid and legally binding obligation of the parties hereto

-END OF TERMS AND CONDITIONS-



Proposal

Seminole County Jail Technology Upgrade

Motorola Solutions In-building Distributed Antenna System

November 3, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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November 3, 2025

Seminole County Jail
3441 West 1st Street
Sanford, FL 32771
Attn.: Tommy Oliveras
Phone: (407) 417-3435

Re: Proposal for Motorola Solutions In-building Distributed Antenna Systems

Dear Mr. Oliveras,

Per your request, Motorola Solutions, Inc. (Motorola) is pleased to present this comprehensive, "turnkey" proposal to provide an in-building Distributed Antenna System (DAS) for the Seminole County Jail Project. This system solution will provide communications as required by the Radio System Operator to locations that have insufficient RF signal for adequate two-way communication.

Motorola utilized RF propagation models to determine the most feasible solution for providing supplemental, in-building RF coverage to the specified buildings. The proposed in-building DAS will enhance coverage provided by the radio system to be utilized by the Seminole County Jail.

A Motorola Project Manager will be assigned to work with Seminole County Jail personnel to develop a timeline for project completion. Motorola anticipates that it will take approximately twelve (12) weeks after receipt of the order to install and test the proposed system. Much of this time is required to obtain the material for the project.

Motorola's quote provides the design, equipment, installation, and testing necessary to expand current RF coverage to the Seminole County Jail is listed below. Motorola will provide as-built drawings and a one-year system warranty as part of the contract.

Location	Equipment	Services	Total
Seminole County Jail	$69,775	$40,171	$109,946

****Pricing is valid until 11/30/25****

Taxes are included as a separate line item on each invoice unless the appropriate tax exemption certificate or number is provided with the purchase authorization. Freight is included in the material price.

Motorola provides professional in-building coverage solutions including system design, project management and installation services. The proposed system and services listed in this proposal will provide a complete solution for your in-building radio coverage needs.

I hope this information meets your needs. Please feel free to call me at (330) 805-0119 with any questions or comments regarding this proposal. Thank you for your time and consideration. We look forward to working with you in the near future.

Sincerely,

Rich Jimenez, SE BDA & DAS Team Leader

rich.jimenez@motorolasolutions.com

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

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MOTOROLA SOLUTIONS

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Section 1

System Requirements

This section of the proposal defines requirements for the system design and implementation of the requested in-building coverage system. This system is designed to improve the signal coverage at the Seminole County Jail in Sanford, FL.

1.1 Frequencies

The proposed in-building DAS will work in conjunction with the 700/800 MHz portion of the radio system to be utilized by local First Responders and the Seminole County Jail. The system is designed for the following frequencies (in MHz):

1.2 Coverage Area Defined (per site survey)

- 1st floor
- 2nd floor

1.3 Coverage Criteria

The DAS proposed by Motorola will provide 95% coverage, at a Delivered Audio Quality (DAQ) 3.4 level of coverage, or better.

1.4 Definitions

DAQ 3.4

- Speech understandable with repetition only rarely needed.
- Some Noise Distortion.

Note

The generally accepted industry standard for public safety radio systems is 95% criteria for coverage within a building at a minimum of DAQ 3.4 as defined above.

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Based on the RF design effort, the coverage system design will provide RF coverage to designated areas within the Facility predicted to experience insufficient RF signal. This enhanced system will provide coverage to provide adequate two-way communication.

All reasonable efforts will be made to ensure that cable routings and antenna mountings will not compromise the integrity of the installation area in the building(s). Both plenum-rated (indoors) and UV rated coaxial cable (outdoors) will be used for system interconnection.

The system will be provided on a “turnkey” basis, including engineering, material, and installation labor necessary to provide a working system. The only exceptions are outlined under the Customer Requirements/Conditions.

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Section 2

System Description

2.1 Overview

Motorola proposes this cost-effective solution to meet the system requirements stated in Section 1 of this proposal. This section gives an overview of a typical coaxial in-building DAS that will be installed to provide adequate in-building RF coverage for the Seminole County Jail located in Sanford, FL

Motorola will provide all engineering, project management, materials, installation, testing and documentation necessary to provide a fully operational in-building DAS. Utilizing the existing wide area coverage system, the proposed in-building DAS will significantly enhance coverage to the building(s) identified in Section 1.

2.2 System Specifications

All of the specifications listed throughout this section comprise the majority of equipment used in an in-building DAS. The in-building DAS specifications for this proposed system are listed below.

System Parameter	Specification
Coverage Performance	DAQ 3.4, 95/95
Frequencies	Refer to Section 1 of this proposal
DAS System Type	BDA
Impedance	50 Ohms
Donor Antenna Type	Directional
Coverage Antenna Type	Omni
UPS Backup Power	12 Hours

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2.3 How a DAS Works

A DAS is a network of antennas that sends and receives Public Safety or Land Mobile Radio (LMR) licensed frequencies throughout a building or a structure, thus improving voice and data connectivity for end-users.

In its most simplified form, a DAS has two basic components:

A Signal Amplifier

A Distributed Antenna System, as the name implies, “distributes” signals, but it generally does not generate the Public Safety or LMR signal itself. A DAS needs to be fed signals from an RF Source. Whether it is Public Safety or LMR, there are two typical signal sources: off air (via an antenna on the roof) connected to a Bi-directional Amplifier (BDA), or an on-site Base Transceiver Station (BTS) with an approach that drives a coaxial distribution system.

Distribution System

Once received, the Public Safety or LMR signal must be distributed throughout the building. The signal distribution is accomplished by a network of coax cable, passive devices and service antennas that are connected to the RF sources to provide the required radio coverage.

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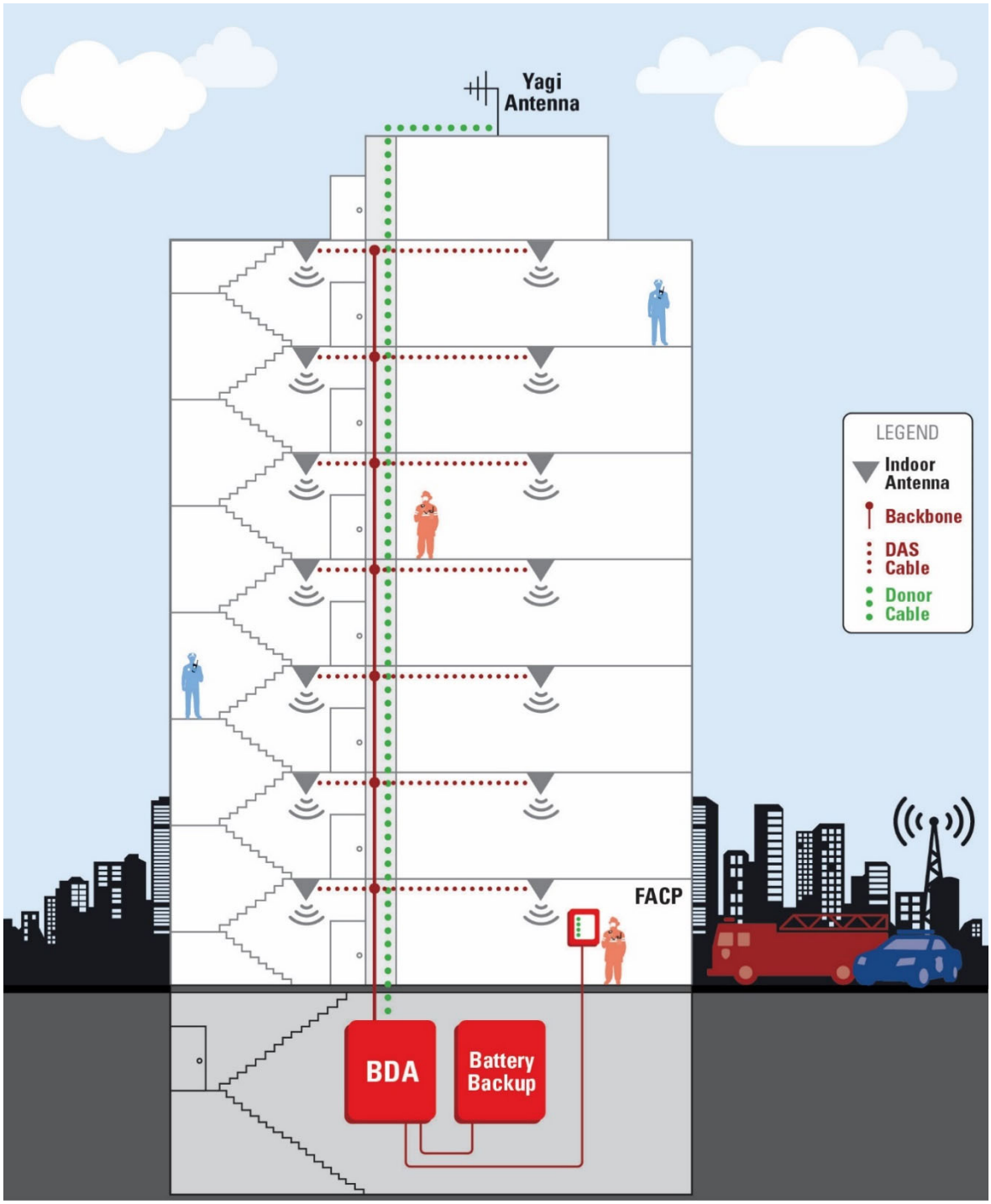

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Bill of Materials (BOM):

Seminole County Jail Technology Upgrade	
QTY	**EQUIPMENT**
2	3 ft SPP-250-LLPL with N M and N M
4	3' TFT402LF 4.3-10M-NM
2	3' 4.3-10 Male to NF
4	ADX V DAS REMOTE UNIT PUBLIC SAFETY 700MHZ/800MHZ 33DBM AMPLIFIER MOD
1	AP-8000 ANNUNCIATOR PANEL FOR DEDICATED BDA AND BDA BBU (DASalert)
1	LARGE BATTERY BACKUP UNIT - 24V (UL 2524 CERTIFIED)
4	Small Battery Unit
1	FiRe 700/800 repeater, supporting up to 8 Remotes
2	2-Way 340-2700 2W LP Split N
1	3-way Low PIM HP Splitter
1	4-way Low PIM HP Splitter
1	Miscellaneous Hardware

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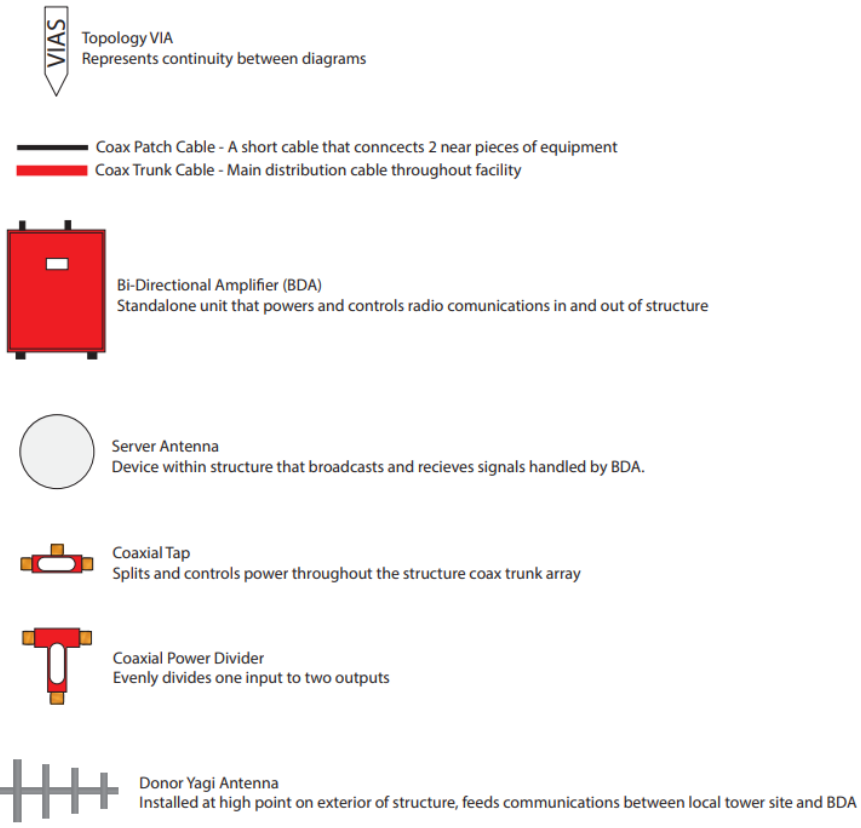
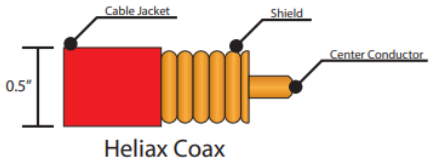
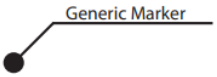
Engineering Diagrams:

Legend:







(Antennas are depicted in white circles, bordered in black.)

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2.4 Procedures

Motorola follows established guidelines for successful completion and documentation of installation.

R56 Standards

All installations performed by Motorola or a Motorola-authorized contractor follow the published Motorola R-56 Standard. The R-56 standard is the standard related to RF communication site construction and installation practices. Much of Motorola R-56 Standard is similar to National Electrical Code (NEC) and National Fire Protection Association (NFPA) codes with an extra emphasis on wireless industry standard installation and engineering best practices.

Acceptance Test Plan

Once the DAS installation is complete, Motorola technicians will properly align and optimize the system. Once aligned and optimized, the Motorola technicians will verify signal coverage by measuring the control channel using a Field Spectrum Analyzer. Once satisfied with the levels, Motorola will request a Motorola Solutions, Inc. radio to pre-talk test for the system prior to the formal Acceptance Test Plan (ATP).

After the Motorola technician confirms that the DAS coverage will perform to the contractual requirement, a formal industry standard grid acceptance test of the coverage area will be conducted. To conduct the formal ATP, two radios in good operating condition with spare batteries will be required. Test calls in each grid will be made to a dispatch person or to a person in a well-known coverage location outside of the facility being tested

Once the ATP is conducted and the system passes the coverage criteria, a sign off sheet will be provided for formal system acceptance. Once the system is accepted in writing, the one (1) year warranty period on workmanship begins.

Final Documentation

At the end of the installation and upon system acceptance, a set of detailed “as-built” or record drawings will be provided in electronic format (available in AutoCAD or PDF). These drawings will provide exact locations of all of the radio system equipment that has been installed during this project. The drawings provided will consist of a title drawing, symbols drawing, block diagram drawing, layout drawing and BDA commissioning data drawing that contain all of the BDA alignment parameters of the installed system.

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Section 3

Pricing Summary

The following table reflects the “turnkey” pricing for the proposed equipment and services for the Seminole County Jail project.

DAS Equipment and Services Summary

Seminole County Jail
DAS Equipment Total – Includes all active and passive equipment, with antenna system and ancillary materials, plus battery backup.
DAS Implementation Services – Includes Project Management and Engineering for installation, all Systems Integration (SI) tasks, inclusive of optimization and testing, and warranty support.

Location	Equipment	Services	Total
Seminole County Jail	$69,775	$40,171	$109,946

Optional BDA System Pricing	
5 Year Maintenance Service Agreement • Preventive Maintenance and Annual Re-Certification • Infrastructure Repair • Remote Monitoring	$41,712

****Pricing is valid until 11/30/25****

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Section 4

Statement of Work

4.1 Introduction

This Statement of Work (SOW) describes the deliverables to be furnished for the Seminole County Jail, and the tasks to be performed by Motorola, its subcontractors, and by Seminole County Jail in order to implement the solution detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure successful project implementation.

Motorola is proposing the design and implementation of an In-building Wireless Coverage System to cover the Seminole County Jail. The Distributed Antenna System (DAS) will provide enhanced coverage for Public Safety radio users via the 700/800 MHz portion of the radio system

This Statement of Work (SOW) supports the acquisition, design, installation, operation, and maintenance of an Emergency Responder Communications Enhancement System (ERCES) at Seminole County Jail.

General Description of Solution

- Motorola shall design, install, and maintain ERCES that provide communications coverage for all buildings in the proposal. The system shall provide 95% coverage in all office areas, conference rooms, meeting areas, labs, or other areas specified in the proposal.
- This solution shall support deployed frequencies from 700/800 MHz.
- Motorola will furnish all necessary tools, equipment and materials required for performing all work associated with the completion of this requirement, which also includes testing and installation.

Statement of Work

- Motorola will provide all management, supervision, personnel, engineering, equipment, tools, materials, subcontractors, and transportation necessary to design, install, maintain all the ERCES and components in accordance with: (1) the manufacturer's recommendations and specifications; (2) industry standards and codes including but, not limited to NFPA Codes, Federal, State, and local regulations; (4) environmental standards; (5) Federal Communications (FCC) guidelines; and (6) Occupational Safety and Health Administration (OSHA) regulations including ICRA.
- RF Survey: Motorola performed a Radio Frequency (RF) Analysis of the facility to fully understand existing signals and noise levels at this location. Based on the results of the RF Analysis, Motorola will ensure the design fully protects this system from harmful interference and shall ensure emissions from this system does not interfere with other systems in or around the buildings, particularly the Life Safety System, the rooftop area, and OTHER wireless systems.

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- Motorola will provide equipment replacement, riser diagrams, floor layouts, pathway and cable distribution.
- Motorola will provide barriers and ICRA equipment as needed like carts, etc.
- Store equipment securely.
- The ERCES head-end(s) will be wall mounted in rooms designated in the proposal.
- Furnish and Install NEMA Class A Channelized BDA and battery back-up in closets.
- Furnish and Install Donor Antenna on roof including coax run to the BDA Head End.
- Furnish and Install ceiling mount antennas as shown on the layout drawings.
- Furnish and Install RF splitters and taps.
- Furnish and install 1⁄2" Plenum Rated coax cable to serve antennas, including supplying j-hook cable supports as needed. Mount cable support.
- Furnish and install sleeves and fireproofing as required.
- Ground equipment
- Label Cable and BDA equipment.
- Provide Lightning protection where needed.
- Install 3 wire dry contacts (no power, low battery, BDA failure) from BDA and hand off to the alarm panel. It is the customer's responsibility to connect to the alarm panel.
- Commission/Activate the BDA
- Supply all mounting ancillaries (zip ties, conduit/beam clamps, J-Hooks, standoff brackets, screws, tape, etc.)
- Motorola will commission and test the ERCES in accordance with the manufacturer's instructions requirements.
- After all equipment is commissioned and operational, Motorola will perform a post installation survey validating the operation and performance of the entire system.

This document delineates the general responsibilities between Motorola and Seminole County Jail.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other change orders that may occur during the execution of the project. If there are changes to the Statement of Work, those changes must be reflected in this SOW before becoming binding on either Party. This SOW will be an Exhibit of the Contract negotiated between Motorola and Seminole County Jail. After contract execution, changes to the SOW must be made through the formal contract change order process as set forth in the Contract.

4.2 Assumptions and Key Considerations

Motorola has based system design on information provided by Seminole County Jail and analysis of system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Seminole County Jail, a revised proposal with the necessary changes and adjusted costs may be required, for mutual agreement between Motorola and Seminole County Jail. Changes to the equipment or scope of the project after contract may require a change order.

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- Seminole County Jail will be responsible for ensuring that all required connectivity/backhaul will be in good working condition, prior to installation. Seminole County Jail retains ownership to meet all connectivity requirements.
- Any required system interconnections not specifically outlined here will be provided by Seminole County Jail. These may include dedicated building fiber, an alarm panel connection or other types of connectivity.
- Any loading and/or structural analyses or facility upgrade requirements to support the proposed DAS solution and associated antenna mounting structures will be the responsibility of Seminole County Jail.
- Any building coring needed for transmission lines is not included.
- Any x-rays for vertical and horizontal cores, if needed, will be completed by .
- Seminole County Jail will be responsible for ensuring that the equipment site(s) has adequate utility service, grounding, and adequate HVAC to support the proposed equipment.
- This design provides 12-hour battery backup. Extended durations past 12-hours are not included.
- Seminole County Jail will be responsible to ensure that the existing sites or equipment locations will have adequate AC electrical power in the proper phase and voltage, along with site grounding to support the requirements of the system described, adhering to local codes and ordinances to include local codes.
- Seminole County Jail provides the necessary 120 VAC, 20-ampere circuit(s) with duplex outlets that are required for each head-end signal booster, line amplifier or fiber optic equipment. These outlet(s) should be installed no more than five (5) feet from the enclosure in which the Signal Booster(s) will be installed. A building ground must be available within five (5) feet of the Signal Booster(s) location as well as the donor antenna location. A #2 AWG green ground wire from a recognized National Electric Code (NEC) ground source shall be provided within five (5) feet if a building ground is not readily available. These two items are the responsibility of the building owner.
- All existing sites or equipment locations will have sufficient space available for the DAS system equipment and cabling, as required/specified by Motorola R56 standards.
- Seminole County Jail will provide building access and escorts as required to Motorola, Motorola contractor(s), and Motorola service partners, as applicable to complete the scope of the project.
- This proposal does not include the cost of any clean up (i.e. hazardous materials) or site improvements outside the scope of this project.
- No conduit is included for any cable or fiber installation. The design is based on plenum rated cables. If the Fire Department or Authority Having Jurisdiction (AHJ) requires cabling to be routed/housed in conduit, the customer can provide, or an additional quote can be requested, to include conduit in the installation effort.
- No spare equipment, components, or inventory is included in the price of this proposal.
- Motorola will not perform Passive Intermodulation (PIM) tests of the new installed coax cabling and antennas.
- Design and pricing are based on the documentation provided by Seminole County Jail. Any changes outside of Motorola control requiring modifications to the design or changes in construction may result in a change order.

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- The design proposed in this proposal was based on the RF environment and information gathered at the time of proposal generation. If, for any reason, the RF environment changes or information is found to be incorrect, Motorola reserves the right to reassess the design requirements and re-quote the proposed system.
- Motorola and its contractors' work are planned to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m., local time of the facility location. Work performed outside standard working hours should be communicated prior to commencement of work and approved by both Motorola and Seminole County Jail authorized representatives.
- If, for any reason, any of the proposed existing sites or equipment locations cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be reviewed by Motorola and subject to change order and additional charges.
- Motorola certified contractors and service partners are empowered and capable of performing work on-site autonomously, without the direct oversight/on-site presence of the Motorola Project Team. This proposal does not include Motorola accompanying contractors and/or service partners while contracted to perform work to fulfill the scope of the proposal. If Seminole County Jail requests that Motorola employees be present, on-site, for a portion of all contractor and/or service partner activity, the request will be reviewed by Motorola and subject to change order and additional charges.
- If for any reason, Seminole County Jail requires specific subcontractors to be used on this project other than Motorola approved or certified subcontractors, Seminole County Jail is solely responsible for said subcontractor's work performance and day-to-day management. The use of additional and/or non-Motorola certified subcontractors may result in a change order and additional charges.
- Any permits required for this project must be obtained by Seminole County Jail prior to commencement of installation. Any applicable local, State or Federal permits required for the installation and operation of the proposed equipment are the responsibility of Ultimate Equipment Owner.
- Seminole County Jail provides connectivity from consolette, and desk set locations, as required.
- The scope of work for this proposal incorporates all equipment and system integration services described herein and cannot be divided into separate procurements.

4.3 Contract

4.3.1 Contract Administration and Project Kick-off Meeting

Motorola Responsibilities

- Assign a Project Manager, as the single Point of Contact (POC) with authority to make project decisions.
- Assign resources necessary for project implementation.
- Create and manage the project in the Motorola information system.

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- Schedule and conduct a Project Kick-off Meeting with the appropriate Seminole County Jail representatives.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Seminole County Jail.
- Review the resource and scheduling requirements with Seminole County Jail.
- Review the Project Schedule with Seminole County Jail to address upcoming milestones and/or events.

Seminole County Jail Responsibilities

- Assign a Project Manager, as the single POC responsible for Seminole County Jail, signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Seminole County Jail is responsible.
- Designate POC or other persons that will be required to notify or be in touch with Motorola during the scope of the project.
- Seminole County Jail key project team participants will attend the Project Kick-off Meeting.
- Coordinate the activities of all Seminole County Jail vendors or other contractors.

Completion Criteria

- Motorola internal processes are established for project management.
- Both Motorola and Seminole County Jail assign all required resources.
- A project kick-off meeting is scheduled and completed.

4.4 Contract Design Review (CDR)

4.4.1 Review Contract Design

Motorola Responsibilities

- Meet with Seminole County Jail team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for system design and identify any special product requirements and their impact on system implementation.
- Review/create the System Design, Statement of Work, Project Schedule and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan, as applicable, and methods to document a detailed procedure. Motorola will work with Seminole County Jail to create a mutually agreed upon cutover process to achieve minimal disruption to Seminole County Jail operations.

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- Submit design documents to Seminole County Jail for approval. These documents form the basis of the DAS system, of which Motorola will be responsible for manufacture, install, and optimize.
- Provide minimum acceptable performance specifications for connectivity, fiber or links, as applicable.
- Determine the site's ability to accommodate proposed equipment based upon physical capacity.
- Work with Seminole County Jail to identify any potential radio interference between the DAS system and other existing radio systems.

Restrictions

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by other entities and non-compliant operation of radios outside of the Motorola scope of work.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO, nor any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- No outdoor coverage guarantee (external of the Seminole County Jail) is part of this proposal.

Seminole County Jail Responsibilities

- Seminole County Jail's key project team participants will attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
  - As mandated by FCC, License Holder, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system installation. This responsibility includes paying FCC licensing and frequency coordination fees.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A change order is executed in accordance with all material changes resulting from the Design Review to the contract.

4.5 Order Processing

4.5.1 Process Equipment List

Motorola Responsibilities

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- Validate Equipment List by checking for valid model numbers, versions and compatible options for main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system for applicable components and materials.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Place order for the procurement of all required third-party equipment.

Seminole County Jail Responsibilities

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment.
- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options and delivery data.
- Validation completed.
- Bridge the equipment order to the manufacturing facilities.

4.6 Manufacturing

4.6.1 Manufacture and Shipment of DAS Equipment

Motorola Responsibilities

- Manufacture the DAS Equipment necessary for the system based on the equipment order.
- Coordinate the manufacture of all required third-party equipment.
- Arrange for packing and shipment of equipment to the designated location.

Completion Criteria

- All equipment shipped to the field.

4.7 System Installation

4.7.1 Install DAS Equipment

Motorola Responsibilities

- Install system equipment as specified by the Equipment List, System Description and system drawings.

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- Bond the supplied equipment to the site ground system in accordance with Motorola's Standards and Guidelines for Communication Sites (R56).

Interference

- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the local LMR Public Safety System (PSS) system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Seminole County Jail Responsibilities

- Provide secure storage for the Motorola-provided equipment at a location central to the sites. Motorola coordinates the receipt and inventory of all of the equipment with Seminole County Jail designated contact.
- Provide access to the sites, as necessary.

Completion Criteria

- DAS Equipment installation completed and ready for optimization.
- All DAS equipment has been installed and accepted by the Seminole County Jail.

4.8 System Optimization

4.8.1 Optimize DAS System

Motorola Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Motorola and its subcontractors optimize the DAS system.
- Verify communication interfaces between devices for proper operation.
- 'Sweep' or test the antenna system for optimized performance and identify potential anomalies.
- Test features and functionality to ensure that DAS equipment is optimized in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR.

Seminole County Jail Responsibilities

- Provide access/escort to the sites.
- Provide radio equipment (i.e. loaner radios) as needed for testing and optimization.

Completion Criteria

- System DAS Equipment optimization is complete.
- System optimization is completed. Motorola and Seminole County Jail agree that the equipment is ready for audit and acceptance testing.

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4.9 Audit and Acceptance Testing

4.9.1 Perform R56 Audit

Motorola Responsibilities

- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations.

Seminole County Jail Responsibilities

- Provide access/escort to the sites.
- Witness tests (if desired).

Completion Criteria

- All R56 audits were completed successfully.

4.9.2 Perform Equipment Testing

Motorola Responsibilities

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or Seminole County Jail) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Seminole County Jail Responsibilities

- Witness tests, as desired.
- Supply sample subscribers to perform component testing, as needed.

Completion Criteria

- Successful completion of equipment testing.

4.9.3 Perform Functional Testing

4.9.3.1 Commencement of Acceptance Testing

Motorola will provide a set of objective criteria designed to test the functionality of the System once the System is implemented and ready for acceptance (Acceptance Test(s). Acceptance Tests shall commence in accordance with a mutually acceptable schedule (Acceptance Test Plan). System testing will occur only in accordance with the Acceptance Test Plan.

4.9.3.2 System Acceptance

System acceptance will occur upon successful completion of the Acceptance Tests (System Acceptance). Upon System Acceptance, the parties will memorialize this event by promptly executing a

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System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, acceptance of the individual subsystem or phase will occur upon the successful completion of the Acceptance Tests for the subsystem or phase, and the parties will promptly execute an Acceptance Certificate for the subsystem or phase. If Seminole County Jail believes the System has failed the completed Acceptance Tests, Seminole County Jail will provide to Seller with written notice that includes the specific details of the failure. If Seminole County Jail does not provide Seller a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or subsystem acceptance but will be corrected according to a mutually agreed schedule.

4.9.3.3 Beneficial Use

Seminole County Jail acknowledges that Seller's ability to perform its implementation and testing responsibilities may be impeded if Seminole County Jail begins using the System before System Acceptance. Therefore, Seminole County Jail will not commence using the System for its own benefit (Beneficial Use) before System Acceptance without Seller's prior written authorization, which will not be unreasonably withheld. Seller is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Seminole County Jail assumes responsibility for the use and operation of the System.

4.9.3.4 Final Project Acceptance

Final project acceptance will occur after System Acceptance when all deliverables and other work have been completed. When final project acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Motorola Responsibilities

- Verify the operational functionality and features of the DAS system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present it to Seminole County Jail for review.
- Resolve any minor task failures before Final System Acceptance.

Seminole County Jail Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- Seminole County Jail approval of the functional testing.

4.9.4 Perform Coverage Acceptance Test Plan

Motorola Responsibilities

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- Perform Coverage Acceptance Test Plan (CATP). The coverage area will be limited and reflect an agreed upon sampling of the Seminole County Jail buildings facility service area to validate coverage performance.
- Document all issues that arise during the CATP.
- Submit validation report within the agreed period.

Seminole County Jail Responsibilities

- Review CATP content for approval prior to the start of the tests.
- Provide the required number of radios and staff resources to participate in and witness the sample coverage validation.
- Review the sample coverage results report in a timely manner.

Completion Criteria

- Successful completion of the CATP validation process.

4.9.5 System Acceptance Test Procedures (Milestone)

- Seminole County Jail approves the completion of all the identified tests within the CATP.

4.10 Finalize

4.10.1 Cutover/Go-live Event

Motorola Responsibilities

- Motorola and Seminole County Jail develop a mutually agreed upon cutover/go-live plan based upon discussions held during the CDR.
- During cutover/go-live event, follow a written plan and implement the defined contingencies, if required.

Seminole County Jail Responsibilities

- Attend cutover/go-live meetings and approve the plan.
- Notify the user group(s) affected by the cutover/go-live event (date and time).

Completion Criteria

- If the new equipment/system is intended to replace an existing radio system, successful migration from the old system to the new system.

4.10.2 Resolve Punch List

Motorola Responsibilities

- Work with Seminole County Jail to resolve punch list items, documented during the CATP phase, in order to meet all the criteria for final system acceptance.
- Seminole County Jail Responsibilities

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Assist Motorola with resolution of identified punch list items by providing support such as access to the sites, equipment and system support, and approval of the resolved punch list item(s).

Completion Criteria

- All punch list items were resolved and approved by Seminole County Jail.

4.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a All-Phase Electric Support Plan detailing the warranty and any post warranty support, if applicable, associated with the Contract equipment.

Seminole County Jail Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by Seminole County Jail.

4.10.4 Finalize Documentation

Motorola Responsibilities

Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:

- Project Schedule
- Equipment Installation Elevation Drawing (rack or wall installation)
- Block Diagram
- Frequency Plan
- Coverage Maps
- Coverage Acceptance Test Plan

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents will be converted from the native format to Adobe PDF format for inclusion with the system documentation.

Seminole County Jail Responsibilities

- Receive and approve all documentation provided by Motorola.

Completion Criteria

- All required documentation is provided and approved by Seminole County Jail. A copy of final documentation will be provided to Seminole County Jail.

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4.10.5 Final Acceptance

- All deliverables completed as contractually required.
- Final System Acceptance received from Seminole County Jail.

4.10.5.1 System Functionality

Seller represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Seller is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Seller which is attached to or used in connection with the System or for reasons or parties beyond Seller's control, such as natural causes, the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage, the addition of frequencies at System sites that cause RF interference or intermodulation, or Seminole County Jail changes to load usage or configuration outside the Specifications.

4.10.5.2 Equipment Warranty

For a period of twelve (12) months from the System Acceptance date or the date of Beneficial Use, whichever occurs first (Warranty Period), Seller warrants that the Distributed Antenna System (DAS or Infrastructure Equipment) listed on the final equipment list and provided by Motorola (DAS Equipment) under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Seminole County Jail's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

4.10.5.3 Exclusions to Equipment and Motorola Software Warranties

These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification or adjustment not provided or authorized in writing by Seller; Seminole County Jail's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

4.10.5.4 Warranty Claims

To assert a warranty claim, Seminole County Jail must notify Seller in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Seller will investigate the warranty claim. If this investigation confirms a valid warranty claim, Seller will (at its option and at no additional charge to Seminole County Jail) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Seller's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Seller may invoice Seminole County Jail for responding to the claim on a time and materials basis using Seller's then current labor rates. Repaired or replaced product is warranted

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for the balance of the original applicable warranty period. All replaced products or parts will become the property of Seller.

4.10.5.5 Original End User is Covered

These express limited warranties are extended by Seller to the original user purchasing the System for commercial, industrial or governmental use only and are not assignable or transferable.

4.10.5.6 Disclaimer of Other Warranties

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.11 Project Administration

4.11.1 Project Schedule

A detailed project schedule is integral to the management of the project and will be produced by the Motorola team to provide a timeline analysis for all phases of the project. A preliminary project schedule will be delivered in preparation of the Project Kick-off meeting and/or CDR. This schedule will be refined during the CDR phase of the project. The final project schedule will emphasize all milestones and the critical path, which is essential for the successful completion of the project. Seminole County Jail and Motorola will mutually agree upon the final schedule.

The project schedule assumes no delays in securing any site access, or delays by Seminole County Jail completing its responsibilities for this project. Any delays in work to be performed by Seminole County Jail(e.g., site improvements) may impact on the overall project schedule and may require a change order.

The Project Schedule will be drafted once the Kick-off Meeting is scheduled and expectations for project duration and completion are negotiated between Seminole County Jail and Motorola.

Expedites, site readiness tasks and schedule strategy can be discussed between both parties to determine schedules on projects that have a target completion already identified, prior to Purchase Order.

4.11.2 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decreases in the cost or time required to perform this Agreement, the parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both parties execute a written change order.

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Section 5

Support Plan

Motorola offers services to supplement the standard factory warranty included with most equipment. For Seminole County Jail, Motorola has proposed the following service plan for the Seminole County Jail project.

5.1 Preventative Maintenance

In compliance with NFPA 72 Chapter 14, the BDA is required to have preventative maintenance event(s) for the Seminole County Jail Distributed Antenna System. Motorola can provide a preventative maintenance report to be submitted to Seminole County Jail and any local Authorities Having Jurisdiction (AHJ) for review.

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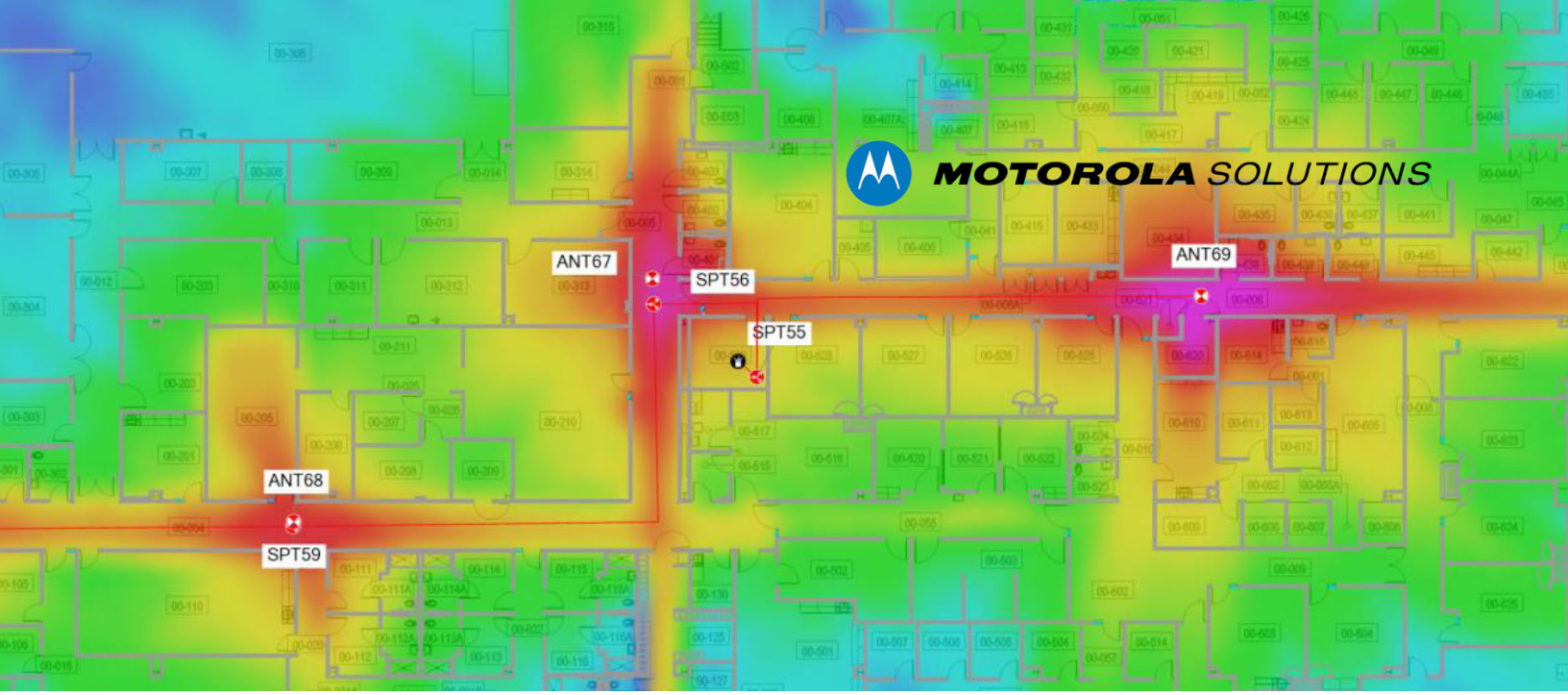

Proposal

Seminole County Criminal Justice Center

Motorola Solutions In-building Distributed Antenna System

November 3, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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November 3, 2025

Seminole County Criminal Justice Center
3441 West 1st Street
Sanford, FL 32771
Attn.: Tommy Oliveras
Phone: (407) 417-3435

Re: Proposal for Motorola Solutions In-building Distributed Antenna Systems

Dear Mr. Oliveras,

Per your request, Motorola Solutions, Inc. (Motorola) is pleased to present this comprehensive, “turnkey” proposal to provide an in-building Distributed Antenna System (DAS) for the Seminole County Criminal Justice Center Project. This system solution will provide communications as required by the Radio System Operator to locations that have insufficient RF signal for adequate two-way communication.

Motorola utilized RF propagation models to determine the most feasible solution for providing supplemental, in-building RF coverage to the specified buildings. The proposed in-building DAS will enhance coverage provided by the radio system to be utilized by the Seminole County Justice Center.

A Motorola Project Manager will be assigned to work with Seminole County CJC personnel to develop a timeline for project completion. Motorola anticipates that it will take approximately twelve (12) weeks after receipt of the order to install and test the proposed system. Much of this time is required to obtain the material for the project.

Motorola’s quote provides the design, equipment, installation, and testing necessary to expand current RF coverage to the Seminole County Criminal Justice Center is listed below. Motorola will provide as-built drawings and a one-year system warranty as part of the contract.

Location	Equipment	Services	Total
Seminole County Criminal Justice Center	$75,027	$84,242	$159,269

****Pricing is valid until 11/30/25****

Taxes are included as a separate line item on each invoice unless the appropriate tax exemption certificate or number is provided with the purchase authorization. Freight is included in the material price.

Motorola provides professional in-building coverage solutions including system design, project management and installation services. The proposed system and services listed in this proposal will provide a complete solution for your in-building radio coverage needs.

I hope this information meets your needs. Please feel free to call me at (330) 805-0119 with any questions or comments regarding this proposal. Thank you for your time and consideration. We look forward to working with you in the near future.

Sincerely,

Rich Jimenez, SE BDA & DAS Team Leader

rich.jimenez@motorolasolutions.com

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Section 1

System Requirements

This section of the proposal defines requirements for the system design and implementation of the requested in-building coverage system. This system is designed to improve the signal coverage at the Seminole County Criminal Justice Center in Sanford, FL.

1.1 Frequencies

The proposed in-building DAS will work in conjunction with the 700/800 MHz portion of the radio system to be utilized by local First Responders and the Seminole County Criminal Justice Center. The system is designed for the following frequencies (in MHz):

1.2 Coverage Area Defined (per site survey)

- 1st floor
- 2nd floor
- 3rd floor
- 4th floor
- 5th floor
- Basement

1.3 Coverage Criteria

The DAS proposed by Motorola will provide 95% coverage, at a Delivered Audio Quality (DAQ) 3.4 level of coverage, or better.

1.4 Definitions

DAQ 3.4

- Speech understandable with repetition only rarely needed.
- Some Noise Distortion.

Note

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The generally accepted industry standard for public safety radio systems is 95% criteria for coverage within a building at a minimum of DAQ 3.4 as defined above.

Based on the RF design effort, the coverage system design will provide RF coverage to designated areas within the Facility predicted to experience insufficient RF signal. This enhanced system will provide coverage to provide adequate two-way communication.

All reasonable efforts will be made to ensure that cable routings and antenna mountings will not compromise the integrity of the installation area in the building(s). Both plenum-rated (indoors) and UV rated coaxial cable (outdoors) will be used for system interconnection.

The system will be provided on a “turnkey” basis, including engineering, material, and installation labor necessary to provide a working system. The only exceptions are outlined under the Customer Requirements/Conditions.

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Section 2

System Description

2.1 Overview

Motorola proposes this cost-effective solution to meet the system requirements stated in Section 1 of this proposal. This section gives an overview of a typical coaxial in-building DAS that will be installed to provide adequate in-building RF coverage for the Seminole County Criminal Justice Center located in Sanford, FL

Motorola will provide all engineering, project management, materials, installation, testing and documentation necessary to provide a fully operational in-building DAS. Utilizing the existing wide area coverage system, the proposed in-building DAS will significantly enhance coverage to the building(s) identified in Section 1.

2.2 System Specifications

All of the specifications listed throughout this section comprise the majority of equipment used in an in-building DAS. The in-building DAS specifications for this proposed system are listed below.

System Parameter	Specification
Coverage Performance	DAQ 3.4, 95/95
Frequencies	Refer to Section 1 of this proposal
DAS System Type	BDA
Impedance	50 Ohms
Donor Antenna Type	Directional
Coverage Antenna Type	Omni
UPS Backup Power	12 Hours

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2.3 How a DAS Works

A DAS is a network of antennas that sends and receives Public Safety or Land Mobile Radio (LMR) licensed frequencies throughout a building or a structure, thus improving voice and data connectivity for end-users.

In its most simplified form, a DAS has two basic components:

A Signal Amplifier

A Distributed Antenna System, as the name implies, “distributes” signals, but it generally does not generate the Public Safety or LMR signal itself. A DAS needs to be fed signals from an RF Source. Whether it is Public Safety or LMR, there are two typical signal sources: off air (via an antenna on the roof) connected to a Bi-directional Amplifier (BDA), or an on-site Base Transceiver Station (BTS) with an approach that drives a coaxial distribution system.

Distribution System

Once received, the Public Safety or LMR signal must be distributed throughout the building. The signal distribution is accomplished by a network of coax cable, passive devices and service antennas that are connected to the RF sources to provide the required radio coverage.

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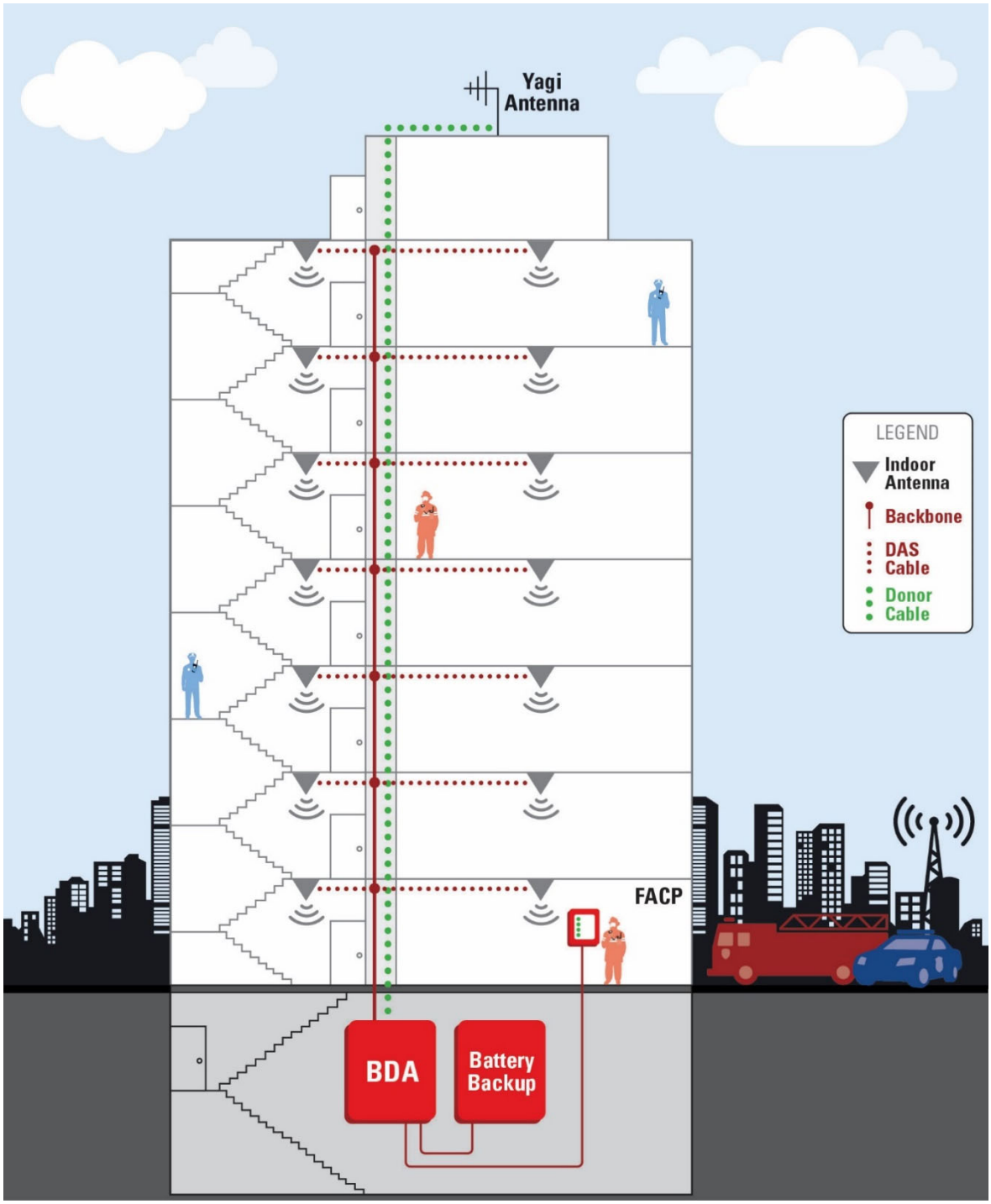

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Bill of Materials (BOM):

Seminole County Criminal Justice Center Technology and DAS Upgrade	
QTY	**EQUIPMENT**
14	OMNI CEILING MNT, LOW-PIM, 350-960MHZ, 1350-6000MHZ, NF CONN, 30CM CBL
12	3 ft SPP-250-LLPL with N M and N M
4	3' TFT402LF 4.3-10M-NM
2	3' 4.3-10 Male to NF
4	NFP01250, N FEMALE, PLENUM FOR 1/2" CABLE
34	NMP01250, N MALE, PLENUM FOR 1/2" CABLE
4	ADX V DAS REMOTE UNIT PUBLIC SAFETY 700MHZ/800MHZ 33DBM AMPLIFIER MOD
1	AP-8000 ANNUNCIATOR PANEL FOR DEDICATED BDA AND BDA BBU (DASalert)
1	LARGE BATTERY BACKUP UNIT - 24V (UL 2524 CERTIFIED)
4	Small Battery Unit
1	FiRe 700/800 repeater, supporting up to 8 Remotes
6	2-Way 340-2700 2W LP Split N
2	3-way Low PIM HP Splitter
2	4-way Low PIM HP Splitter
2	5dB Tapper
2	6dB Tapper
2	8dB Tapper
1	Miscellaneous Hardware
280	J-hooks
1400	1/2 Coaxial Cable Metal Raceway

Design Diagram

Design will be provided at a later date

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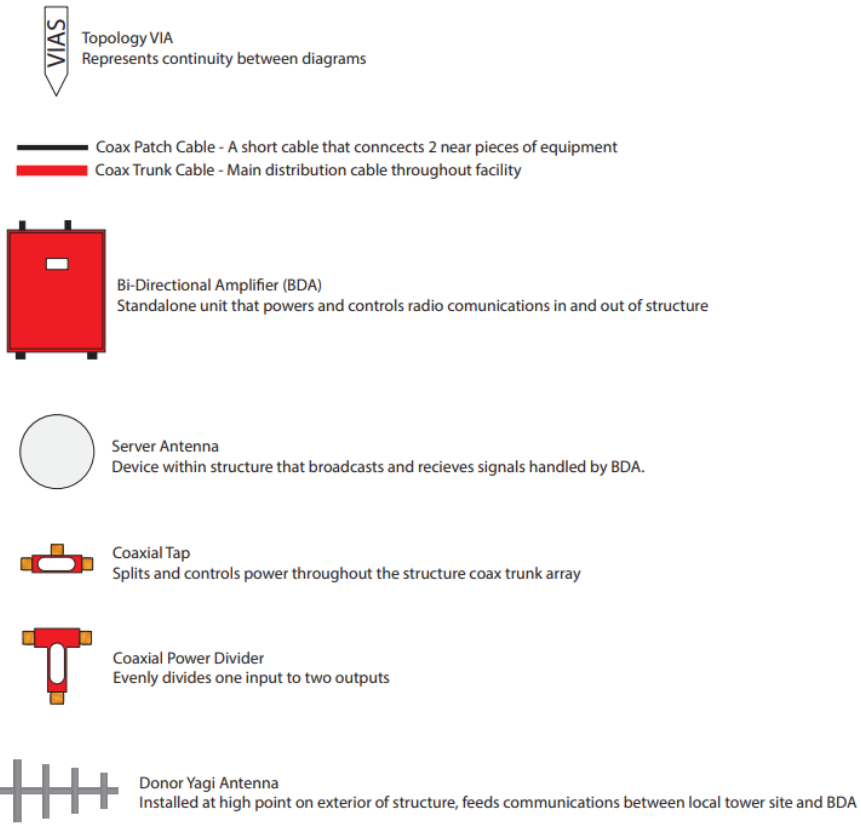
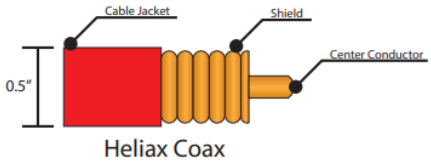
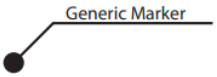
Engineering Diagrams:

Legend:







(Antennas are depicted in white circles, bordered in black.)

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2.4 Procedures

Motorola follows established guidelines for successful completion and documentation of installation.

R56 Standards

All installations performed by Motorola or a Motorola-authorized contractor follow the published Motorola R-56 Standard. The R-56 standard is the standard related to RF communication site construction and installation practices. Much of Motorola R-56 Standard is similar to National Electrical Code (NEC) and National Fire Protection Association (NFPA) codes with an extra emphasis on wireless industry standard installation and engineering best practices.

Acceptance Test Plan

Once the DAS installation is complete, Motorola technicians will properly align and optimize the system. Once aligned and optimized, the Motorola technicians will verify signal coverage by measuring the control channel using a Field Spectrum Analyzer. Once satisfied with the levels, Motorola will request a Motorola Solutions, Inc. radio to pre-talk test for the system prior to the formal Acceptance Test Plan (ATP).

After the Motorola technician confirms that the DAS coverage will perform to the contractual requirement, a formal industry standard grid acceptance test of the coverage area will be conducted. To conduct the formal ATP, two radios in good operating condition with spare batteries will be required. Test calls in each grid will be made to a dispatch person or to a person in a well-known coverage location outside of the facility being tested

Once the ATP is conducted and the system passes the coverage criteria, a sign off sheet will be provided for formal system acceptance. Once the system is accepted in writing, the one (1) year warranty period on workmanship begins.

Final Documentation

At the end of the installation and upon system acceptance, a set of detailed “as-built” or record drawings will be provided in electronic format (available in AutoCAD or PDF). These drawings will provide exact locations of all of the radio system equipment that has been installed during this project. The drawings provided will consist of a title drawing, symbols drawing, block diagram drawing, layout drawing and BDA commissioning data drawing that contain all of the BDA alignment parameters of the installed system.

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Section 3

Pricing Summary

The following table reflects the “turnkey” pricing for the proposed equipment and services for the Seminole County Criminal Justice Center project.

DAS Equipment and Services Summary

Seminole County Criminal Justice Center
DAS Equipment Total – Includes all active and passive equipment, with antenna system and ancillary materials, plus battery backup.
DAS Implementation Services – Includes Project Management and Engineering for installation, all Systems Integration (SI) tasks, inclusive of optimization and testing, and warranty support.

Location	Equipment	Services	Total
Seminole County Criminal Justice Center	$75,027	$84242	$159,269

Optional BDA System Pricing	
5 Year Maintenance Service Agreement • Preventive Maintenance and Annual Re-Certification • Infrastructure Repair • Remote Monitoring	$41,712
Equipment Spares • HE BDA (1) • Battery Backup (1) • Omni Antenna (1) • NM Connector (2) • Polyphaser (1) • Donor Antenna (1)	$15,940

****Pricing is valid until 11/30/25****

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Section 4

Statement of Work

4.1 Introduction

This Statement of Work (SOW) describes the deliverables to be furnished for the Seminole County Criminal Justice Center, and the tasks to be performed by Motorola, its subcontractors, and by Seminole County Criminal Justice Center in order to implement the solution detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure successful project implementation.

Motorola is proposing the design and implementation of an In-building Wireless Coverage System to cover the Seminole County Criminal Justice Center. The Distributed Antenna System (DAS) will provide enhanced coverage for Public Safety radio users via the 700/800 MHz portion of the radio system

This Statement of Work (SOW) supports the acquisition, design, installation, operation, and maintenance of an Emergency Responder Communications Enhancement System (ERCES) at Seminole County Criminal Justice Center.

General Description of Solution

- Motorola shall design, install, and maintain ERCES that provide communications coverage for all buildings in the proposal. The system shall provide 95% coverage in all office areas, conference rooms, meeting areas, labs, or other areas specified in the proposal.
- This solution shall support deployed frequencies from 700/800 MHz.
- Motorola will furnish all necessary tools, equipment and materials required for performing all work associated with the completion of this requirement, which also includes testing and installation.

Statement of Work

- Motorola will provide all management, supervision, personnel, engineering, equipment, tools, materials, subcontractors, and transportation necessary to design, install, maintain all the ERCES and components in accordance with: (1) the manufacturer's recommendations and specifications; (2) industry standards and codes including but, not limited to NFPA Codes, Federal, State, and local regulations; (4) environmental standards; (5) Federal Communications (FCC) guidelines; and (6) Occupational Safety and Health Administration (OSHA) regulations including ICRA.
- RF Survey: Motorola performed a Radio Frequency (RF) Analysis of the facility to fully understand existing signals and noise levels at this location. Based on the results of the RF Analysis, Motorola will ensure the design fully protects this system from harmful interference and shall ensure emissions from this system does not interfere with other systems in or around the buildings, particularly the Life Safety System, the rooftop area, and OTHER wireless systems.

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- Motorola will provide design drawings including equipment placement, riser diagrams, floor layouts, pathway and cable distribution.
- Motorola will provide barriers and ICRA equipment as needed like carts, etc.
- Store equipment securely.
- The ERCES head-end(s) will be wall mounted in rooms designated in the proposal.
- Furnish and Install NEMA Class A Channelized BDA and battery back-up in closets.
- Furnish and Install Donor Antenna on roof including coax run to the BDA Head End.
- Furnish and Install ceiling mount antennas as shown on the layout drawings.
- Furnish and Install RF splitters and taps.
- Furnish and install 1/2" Plenum Rated coax cable to serve antennas, including supplying j-hook cable supports as needed. Mount cable support.
- Furnish and install sleeves and fireproofing as required.
- Ground equipment
- Label Cable and BDA equipment.
- Provide Lightning protection where needed.
- Install 3 wire dry contacts (no power, low battery, BDA failure) from BDA and hand off to the alarm panel. It is the customer's responsibility to connect to the alarm panel.
- Commission/Activate the BDA
- Supply all mounting ancillaries (zip ties, conduit/beam clamps, J-Hooks, standoff brackets, screws, tape, etc.)
- Motorola will commission and test the ERCES in accordance with the manufacturer's instructions requirements.
- After all equipment is commissioned and operational, Motorola will perform a post installation survey validating the operation and performance of the entire system.

This document delineates the general responsibilities between Motorola and Seminole County Criminal Justice Center.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other change orders that may occur during the execution of the project. If there are changes to the Statement of Work, those changes must be reflected in this SOW before becoming binding on either Party. This SOW will be an Exhibit of the Contract negotiated between Motorola and Seminole County Criminal Justice Center. After contract execution, changes to the SOW must be made through the formal contract change order process as set forth in the Contract.

4.2 Assumptions and Key Considerations

Motorola has based the system design on information provided by Seminole County Criminal Justice Center and analysis of system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Seminole County Criminal Justice Center, a revised proposal with the necessary changes and adjusted costs may be required, for mutual

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agreement between Motorola and Seminole County Justice Center. Changes to the equipment or scope of the project after contract may require a change order.

- Seminole County Criminal Justice Center will be responsible for ensuring that all required connectivity/backhaul will be in good working condition, prior to installation. Seminole County Criminal Justice Center retains ownership to meet all connectivity requirements.
- Any required system interconnections not specifically outlined here will be provided by Seminole County Criminal Justice Center. These may include dedicated building fiber, an alarm panel connection or other types of connectivity.
- Any loading and/or structural analyses or facility upgrade requirements to support the proposed DAS solution and associated antenna mounting structures will be the responsibility of Seminole County Criminal Justice Center.
- Any building coring needed for transmission lines is not included.
- Any x-rays for vertical and horizontal cores, if needed, will be completed by .
- Seminole County Criminal Justice Center will be responsible for ensuring that the equipment site(s) has adequate utility service, grounding, and adequate HVAC to support the proposed equipment.
- This design provides 12-hour battery backup. Extended durations past 12-hours are not included.
- Seminole County Criminal Justice Center will be responsible to ensure that the existing sites or equipment locations will have adequate AC electrical power in the proper phase and voltage, along with site grounding to support the requirements of the system described, adhering to local codes and ordinances to include local codes.
- Seminole County Criminal Justice Center provides the necessary 120 VAC, 20-ampere circuit(s) with duplex outlets that are required for each head-end signal booster, line amplifier or fiber optic equipment. These outlet(s) should be installed no more than five (5) feet from the enclosure in which the Signal Booster(s) will be installed. A building ground must be available within five (5) feet of the Signal Booster(s) location as well as the donor antenna location. A #2 AWG green ground wire from a recognized National Electric Code (NEC) ground source shall be provided within five (5) feet if a building ground is not readily available. These two items are the responsibility of the building owner.
- All existing sites or equipment locations will have sufficient space available for the DAS system equipment and cabling, as required/specified by Motorola R56 standards.
- Seminole County Criminal Justice Center will provide building access and escorts as required to Motorola, Motorola contractor(s), and Motorola service partners, as applicable to complete the scope of the project.
- This proposal does not include the cost of any clean up (i.e. hazardous materials) or site improvements outside the scope of this project.
- No conduit is included for any cable or fiber installation. The design is based on plenum rated cables. If the Fire Department or Authority Having Jurisdiction (AHJ) requires cabling to be routed/housed in conduit, the customer can provide, or an additional quote can be requested, to include conduit in the installation effort.
- No spare equipment, components, or inventory is included in the price of this proposal.
- Motorola will not perform Passive Intermodulation (PIM) tests of the new installed coax cabling and antennas.

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- Design and pricing are based on the documentation provided by Seminole County Criminal Justice Center. Any changes outside of Motorola control requiring modifications to the design or changes in construction may result in a change order.
- The design proposed in this proposal was based on the RF environment and information gathered at the time of proposal generation. If, for any reason, the RF environment changes or information is found to be incorrect, Motorola reserves the right to reassess the design requirements and re-quote the proposed system.
- Motorola and its contractors' work are planned to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m., local time of the facility location. Work performed outside standard working hours should be communicated prior to commencement of work and approved by both Motorola and Seminole County Criminal Justice Center authorized representatives.
- If, for any reason, any of the proposed existing sites or equipment locations cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be reviewed by Motorola and subject to change order and additional charges.
- Motorola certified contractors and service partners are empowered and capable of performing work on-site autonomously, without the direct oversight/on-site presence of the Motorola Project Team. This proposal does not include Motorola accompanying contractors and/or service partners while contracted to perform work to fulfill the scope of the proposal. If Seminole County Criminal Justice Center requests that Motorola employees be present, on-site, for a portion of all contractor and/or service partner activity, the request will be reviewed by Motorola and subject to change order and additional charges.
- If for any reason, Seminole County Criminal Justice Centerrequires specific subcontractors to be used on this project other than Motorola approved or certified subcontractors, Seminole County Criminal Justice Center is solely responsible for said subcontractor work performance and day-to-day management. The use of additional and/or non-Motorola certified subcontractors may result in a change order and additional charges.
- Any permits required for this project must be obtained by Seminole County Criminal Justice Center prior to commencement of installation. Any applicable local, State or Federal permits required for the installation and operation of the proposed equipment are the responsibility of Ultimate Equipment Owner.
- Seminole County Criminal Justice Center provides connectivity from consolette and desk set locations, as required.
- The scope of work for this proposal incorporates all equipment and system integration services described herein and cannot be divided into separate procurements.

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4.3 Contract

4.3.1 Contract Administration and Project Kick-off Meeting

Motorola Responsibilities

- Assign a Project Manager, as the single Point of Contact (POC) with authority to make project decisions.
- Assign resources necessary for project implementation.
- Create and manage the project in the Motorola information system.
- Schedule and conduct a Project Kick-off Meeting with the appropriate Seminole County Criminal Justice Center representatives.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Seminole County Criminal Justice Center.
- Review the resource and scheduling requirements with Seminole County Criminal Justice Center.
- Review the Project Schedule with Seminole County Criminal Justice Center to address upcoming milestones and/or events.

Seminole County Criminal Justice Center Responsibilities

- Assign a Project Manager, as the single POC responsible for Seminole County Criminal Justice Center signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Seminole County Criminal Justice Center is responsible.
- Designate POC or other persons that will be required to notify or be in touch with Motorola during the scope of the project.
- Seminole County Criminal Justice Center key project team participants will attend the Project Kick-off Meeting.
- Coordinate the activities of all Seminole County Criminal Justice Center vendors or other contractors.

Completion Criteria

- Motorola internal processes are established for project management.
- Both Motorola and Seminole County Criminal Justice Center assign all required resources.
- A project kick-off meeting is scheduled and completed.

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4.4 Contract Design Review (CDR)

4.4.1 Review Contract Design

Motorola Responsibilities

- Meet with Seminole County Criminal Justice Center team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for system design and identify any special product requirements and their impact on system implementation.
- Review/create the System Design, Statement of Work, Project Schedule and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan, as applicable, and methods to document a detailed procedure. Motorola will work with Seminole County Criminal Justice Center to create a mutually agreed upon cutover process to achieve minimal disruption to Seminole County Criminal Justice Center operations.
- Submit design documents to Seminole County Criminal Justice Center for approval. These documents form the basis of the DAS system, of which Motorola will be responsible for manufacture, install, and optimize.
- Provide minimum acceptable performance specifications for connectivity, fiber or links, as applicable.
- Determine the site's ability to accommodate proposed equipment based upon physical capacity.
- Work with Seminole County Criminal Justice Center to identify any potential radio interference between the DAS system and other existing radio systems.

Restrictions

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by other entities and non-compliant operation of radios outside of the Motorola scope of work.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO, nor any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- No outdoor coverage guarantee (external of the Seminole County Criminal Justice Center) is part of this proposal.

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Seminole County Criminal Justice Center Responsibilities

- Seminole County Criminal Justice Center's key project team participants will attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
  - As mandated by FCC, License Holder, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system installation. This responsibility includes paying FCC licensing and frequency coordination fees.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A change order is executed in accordance with all material changes resulting from the Design Review to the contract.

4.5 Order Processing

4.5.1 Process Equipment List

Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions and compatible options for main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system for applicable components and materials.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Place order for the procurement of all required third-party equipment.

Seminole County Criminal Justice Center Responsibilities

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment.
- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options and delivery data.
- Validation completed.

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- Bridge the equipment order to the manufacturing facilities.

4.6 Manufacturing

4.6.1 Manufacture and Shipment of DAS Equipment

Motorola Responsibilities

- Manufacture the DAS Equipment necessary for the system based on the equipment order.
- Coordinate the manufacture of all required third-party equipment.
- Arrange for packing and shipment of equipment to the designated location.

Completion Criteria

- All equipment shipped to the field.

4.7 System Installation

4.7.1 Install DAS Equipment

Motorola Responsibilities

- Install system equipment as specified by the Equipment List, System Description and system drawings.
- Bond the supplied equipment to the site ground system in accordance with Motorola's Standards and Guidelines for Communication Sites (R56).

Interference

- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the local LMR Public Safety System (PSS) system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Seminole County Criminal Justice Center Responsibilities

- Provide secure storage for the Motorola-provided equipment at a location central to the sites. Motorola coordinates the receipt and inventory of all of the equipment with Seminole County Criminal Justice Center designated contact.
- Provide access to the sites, as necessary.

Completion Criteria

- DAS Equipment installation completed and ready for optimization.
- All DAS equipment has been installed and accepted by the Seminole County Criminal Justice Center.

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4.8 System Optimization

4.8.1 Optimize DAS System

Motorola Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Motorola and its subcontractors optimize the DAS system.
- Verify communication interfaces between devices for proper operation.
- 'Sweep' or test the antenna system for optimized performance and identify potential anomalies.
- Test features and functionality to ensure that DAS equipment is optimized in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR.

Seminole County Criminal Justice Center Responsibilities

- Provide access/escort to the sites.
- Provide radio equipment (i.e. loaner radios) as needed for testing and optimization.

Completion Criteria

- System DAS Equipment optimization is complete.
- System optimization is completed. Motorola and Seminole County Criminal Justice Center agree that the equipment is ready for audit and acceptance testing.

4.9 Audit and Acceptance Testing

4.9.1 Perform R56 Audit

Motorola Responsibilities

- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations.

Seminole County Criminal Justice Center Responsibilities

- Provide access/escort to the sites.
- Witness tests (if desired).

Completion Criteria

- All R56 audits were completed successfully.

4.9.2 Perform Equipment Testing

Motorola Responsibilities

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- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or Seminole County Justice Center) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Seminole County Criminal Justice Center Responsibilities

- Witness tests, as desired.
- Supply sample subscribers to perform component testing, as needed.

Completion Criteria

- Successful completion of equipment testing.

4.9.3 Perform Functional Testing

4.9.3.1 Commencement of Acceptance Testing

Motorola will provide a set of objective criteria designed to test the functionality of the System once the System is implemented and ready for acceptance (Acceptance Test(s). Acceptance Tests shall commence in accordance with a mutually acceptable schedule (Acceptance Test Plan). System testing will occur only in accordance with the Acceptance Test Plan.

4.9.3.2 System Acceptance

System acceptance will occur upon successful completion of the Acceptance Tests (System Acceptance). Upon System Acceptance, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, acceptance of the individual subsystem or phase will occur upon the successful completion of the Acceptance Tests for the subsystem or phase, and the parties will promptly execute an Acceptance Certificate for the subsystem or phase. If Seminole County Criminal Justice Center believes the System has failed the completed Acceptance Tests, Seminole County Criminal Justice Center will provide to Seller with written notice that includes the specific details of the failure. If Seminole County Criminal Justice Center does not provide Seller a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or subsystem acceptance but will be corrected according to a mutually agreed schedule.

4.9.3.3 Beneficial Use

Seminole County Criminal Justice Center acknowledges that Seller's ability to perform its implementation and testing responsibilities may be impeded if Seminole County Criminal Justice Center begins using the System before System Acceptance. Therefore, Seminole County Criminal Justice Center will not commence using the System for its own benefit (Beneficial Use) before System Acceptance without Seller's prior written authorization, which will not be unreasonably withheld. Seller is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Seminole County Criminal Justice Center assumes responsibility for the use and operation of the System.

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4.9.3.4 Final Project Acceptance

Final project acceptance will occur after System Acceptance when all deliverables and other work have been completed. When final project acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Motorola Responsibilities

- Verify the operational functionality and features of the DAS system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present it to Seminole County Criminal Justice Center for review.
- Resolve any minor task failures before Final System Acceptance.

Seminole County Criminal Justice Center Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- Seminole County Criminal Justice Center approval of the functional testing.

4.9.4 Perform Coverage Acceptance Test Plan

Motorola Responsibilities

- Perform Coverage Acceptance Test Plan (CATP). The coverage area will be limited and reflect an agreed upon sampling of the Seminole County Criminal Justice Center buildings facility service area to validate coverage performance.
- Document all issues that arise during the CATP.
- Submit validation report within the agreed period.

Seminole County Criminal Justice Center Responsibilities

- Review CATP content for approval prior to the start of the tests.
- Provide the required number of radios and staff resources to participate in and witness the sample coverage validation.
- Review the sample coverage results report in a timely manner.

Completion Criteria

- Successful completion of the CATP validation process.

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4.9.5 System Acceptance Test Procedures (Milestone)

- Seminole County Criminal Justice Center approves the completion of all the identified tests within the CATP.

4.10 Finalize

4.10.1 Cutover/Go-live Event

Motorola Responsibilities

- Motorola and Seminole County Criminal Justice Center develop a mutually agreed upon cutover/go-live plan based upon discussions held during the CDR.
- During cutover/go-live event, follow a written plan and implement the defined contingencies, if required.

Seminole County Criminal Justice Center Responsibilities

- Attend cutover/go-live meetings and approve the plan.
- Notify the user group(s) affected by the cutover/go-live event (date and time).

Completion Criteria

- If the new equipment/system is intended to replace an existing radio system, successful migration from the old system to the new system.

4.10.2 Resolve Punch List

Motorola Responsibilities

- Work with Seminole County Criminal Justice Center to resolve punch list items, documented during the CATP phase, in order to meet all the criteria for final system acceptance.
- Seminole County Criminal Justice Center Responsibilities

Assist Motorola with resolution of identified punch list items by providing support such as access to the sites, equipment and system support, and approval of the resolved punch list item(s).

Completion Criteria

- All punch list items were resolved and approved by Seminole County Justice Center.

4.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a All-Phase Electric Support Plan detailing the warranty and any post warranty support, if applicable, associated with the Contract equipment.

Seminole County Criminal Justice Center Responsibilities

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- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by Seminole County Criminal Justice Center.

4.10.4 Finalize Documentation

Motorola Responsibilities

Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:

- Project Schedule
- Equipment Installation Elevation Drawing (rack or wall installation)
- Block Diagram
- Frequency Plan
- Coverage Maps
- Coverage Acceptance Test Plan

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents will be converted from the native format to Adobe PDF format for inclusion with the system documentation.

Seminole County Criminal Justice Center Responsibilities

- Receive and approve all documentation provided by Motorola.

Completion Criteria

- All required documentation is provided and approved by Seminole County Criminal Justice Center. A copy of final documentation will be provided to Seminole County Criminal Justice Center.

4.10.5 Final Acceptance

- All deliverables completed as contractually required.
- Final System Acceptance received from Seminole County Criminal Justice Center.

4.10.5.1 System Functionality

Seller represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Seller is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Seller which is attached to or used in connection with the System or for reasons or parties beyond Seller's control, such as natural causes, the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage, the addition of frequencies at System sites that cause RF interference or intermodulation, or Seminole County Criminal Justice Center changes to load usage or configuration outside the Specifications.

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4.10.5.2 Equipment Warranty

For a period of twelve (12) months from the System Acceptance date or the date of Beneficial Use, whichever occurs first (Warranty Period), Seller warrants that the Distributed Antenna System (DAS or Infrastructure Equipment) listed on the final equipment list and provided by Motorola (DAS Equipment) under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Seminole County Criminal Justice Center's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

4.10.5.3 Exclusions to Equipment and Motorola Software Warranties

These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification or adjustment not provided or authorized in writing by Seller; Seminole County Criminal Justice Center's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

4.10.5.4 Warranty Claims

To assert a warranty claim, Seminole County Criminal Justice Center must notify Seller in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Seller will investigate the warranty claim. If this investigation confirms a valid warranty claim, Seller will (at its option and at no additional charge to Seminole County Criminal Justice Center) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Seller's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Seller may invoice Seminole County Criminal Justice Center for responding to the claim on a time and materials basis using Seller's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Seller.

4.10.5.5 Original End User is Covered

These express limited warranties are extended by Seller to the original user purchasing the System for commercial, industrial or governmental use only and are not assignable or transferable.

4.10.5.6 Disclaimer of Other Warranties

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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4.11 Project Administration

4.11.1 Project Schedule

A detailed project schedule is integral to the management of the project and will be produced by the Motorola team to provide a timeline analysis for all phases of the project. A preliminary project schedule will be delivered in preparation of the Project Kick-off meeting and/or CDR. This schedule will be refined during the CDR phase of the project. The final project schedule will emphasize all milestones and the critical path, which is essential for the successful completion of the project. Seminole County Criminal Justice Center and Motorola will mutually agree upon the final schedule.

The project schedule assumes no delays in securing any site access, or delays by Seminole County Criminal Justice Center completing its responsibilities for this project. Any delays in work to be performed by Seminole County Criminal Justice Center(e.g., site improvements) may impact on the overall project schedule and may require a change order.

The Project Schedule will be drafted once the Kick-off Meeting is scheduled and expectations for project duration and completion are negotiated between Seminole County Criminal Justice Center and Motorola.

Expedites, site readiness tasks and schedule strategy can be discussed between both parties to determine schedules on projects that have a target completion already identified, prior to Purchase Order.

4.11.2 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decreases in the cost or time required to perform this Agreement, the parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both parties execute a written change order.

Section 5

Support Plan

Motorola offers services to supplement the standard factory warranty included with most equipment. For Seminole County Justice Center, Motorola has proposed the following service plan for the Seminole County Criminal Justice Center project.

5.1 Preventative Maintenance

In compliance with NFPA 72 Chapter 14, the BDA is required to have preventative maintenance event(s) for the Seminole County Criminal Justice Center Distributed Antenna System. Motorola can

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provide a preventative maintenance report to be submitted to Seminole County Criminal Justice Center and any local Authorities Having Jurisdiction (AHJ) for review.

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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-1069

Title:

Approve and authorize the Chairman to execute a Resolution recognizing the importance of Team Orlando and the PEO STRI for the Modeling, Simulation & Training (MS&T) industry in Seminole County. Countywide **(Gui Cunha, Economic Development & Tourism Director)**

RESOLUTION
OF
THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING THE IMPORTANCE OF THE PEO STRI FOR THE MODELING, SIMULATION & TRAINING INDUSTRY IN SEMINOLE COUNTY AND CENTRAL FLORIDA

WHEREAS, Central Florida has been the home to the Program Executive Office Simulation Training and Instrumentation (PEO STRI) for over 50 years, serving as the sole Army acquisitions headquarters within the state of Florida; and

WHEREAS, Central Florida is the epicenter for Modeling, Simulation and Training, spanning full lifecycle support from next generation technology, test and training, operational support, to sustainment; and

WHEREAS, the Army currently manages an approximate $2.6 billion acquisition portfolio, over 300 programs, and 300,000 fielded systems that span the globe from this nucleus; and

WHEREAS, the Central Florida region is a hub for foreign military sales (FMS) expertise, an increasingly in-demand skillset that expedites command and control system integration and generates exponential partnership possibilities on new technologies; and

WHEREAS, within the Central Florida location, the Army manages over 350 Foreign Military Sales (FMS) cases across 66 countries, a case value of $2.9 billion, spanning Africa, Europe, the Indo-Pacific and Southeast Asia; and

WHEREAS, the coupling of the National Center for Simulation (NCS) with the Team Orlando military commands in Central Florida has brought about a $11.6 billion economic impact and has driven over 30,000 high-wage jobs with an average salary above $100,000; and

WHEREAS, the State of Florida has invested$160 million in PEO STRI, securing a 450,000 square foot office space at no cost to the Army; and

WHEREAS, Seminole County is an important part of the Modeling, Simulation & Training (MS&T) ecosystem in Central Florida, with many companies, and nearly 1,000 Seminole County residents directly employed by the Team Orlando military and several thousand employed by industry and academia; and

WHEREAS, the U.S. Department of Defense is in the process of restructuring within the Army to replace numerous specialized Program Executive Offices (PEOs) with fewer, broader Portfolio Acquisition Executives (PAEs), which has the potential to impact the PEO STRI in Central Florida; and

WHEREAS, the Florida Congressional Delegation has made the case before the U.S. Department of Defense to keep the Portfolio Acquisition Executives (PAEs) for Army acquisitions headquartered in Central Florida.

NOW, THEREFORE, BE IT RESOLVED that we, the Board of County Commissioners of Seminole County, Florida, do hereby recognize the importance of Team Orlando, and specifically the PEO STRI for the Modeling, Simulation & Training (MS&T) industry in Seminole County and Central Florida.

Andria Herr, Chairman
Seminole County Board of County Commissioners

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0030

Title:

Approve and authorize the Chairman to execute the Second Amendment to the Facilities Use Agreement between Seminole County and Flock Fitness, LLC to provide additional recreational fitness programs to Seminole County residents. Countywide **(Rick Durr, Parks and Recreation Director)**

Division:

Parks and Recreation - Parks and Recreation

Authorized By:

Rick Durr, Parks and Recreation Director

Contact/Phone Number:

Amanda Salazar/407-665-2176

Background:

Seminole County Parks and Recreation is committed to partnering with skilled and qualified professionals to deliver high-quality recreational fitness programs to Seminole County residents. Flock Fitness, LLC has been a valued partner in providing fitness classes at Red Bug Lake Park and Sylvan Lake Park and the Department now seeks to amend the existing Facilities Use Agreement to expand their offerings to include Greenwood Lakes Park. This amendment will enhance access to fitness programming for residents at multiple locations within our park system. The attached Amendment has been carefully reviewed and is designed to be mutually beneficial for all parties involved.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Second Amendment to the Facilities Use Agreement between Seminole County and Flock Fitness, LLC to provide additional recreational fitness programs to Seminole County residents.

SECOND AMENDMENT TO
FACILITIES USE AGREEMENT FLOCK FITNESS, LLC

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20_____, and is to that certain Agreement made and entered into on the 13th day of February 2024, as amended on the 10th of December 2024, between **FLOCK FITNESS, LLC**, whose address is 2594 Forfarshire Drive, Winter Park, Florida 32792, in this Amendment referred to as "USER", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, USER and COUNTY entered into the above referenced Agreement on February 13, 2024, as amended on December 10, 2024, to provide recreational fitness classes at Red Bug Lake Park; and

WHEREAS, the parties desire to amend the Agreement in order to update the term and to include Greenwood Lakes Park as an additional location for USER to operate its recreational fitness class.

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

1. Section 1 of the Agreement is hereby amended to read as follows:

Section 1. Right of Use. COUNTY hereby grants USER the non-exclusive right to use the facilities located at Greenwood Lakes Park and the following facilities at Red Bug Lake Park and Sylvan Lake Park: pavilions, shell jogging path, sand volleyball court, open area by pavilion, large pavilion at the park office, racquetball courts and basketball courts numbers one (1) and two (2). Facilities at Red Bug Lake Park that are not included in this Agreement include the athletic fields,

tennis courts, and basketball courts numbers three (3) and four (4). USER may use Greenwood Lakes Park, Red Bug Lake Park, and Sylvan Lake Park facilities Monday through Friday from 8:00am to 2:00pm for Baby Boot Camp classes for adults and children. A park supervisor or designee must approve, in advance and in writing, the use of facilities for special events and weekends. This right of use shall be year-round and shall be contingent upon USER's compliance with all the terms and conditions of this Agreement.

2. Section 6 of the Agreement is hereby amended to read as follows:

Section 6. Term. Notwithstanding the date of execution, the term of this Agreement shall be from February 13, 2025 to February 13, 2027 with the right to renew for one (1) additional year upon the conclusion of the initial term and upon written agreement of COUNTY and USER.

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

[Remainder of page intentionally left blank. USER signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

FLOCK FITNESS, LLC

_____
Witness

_____
Print Name

By:_____
LAUREN R. KENNEDY, Manager

Date:_____

_____
Witness

_____
Print Name

[Signatures and attestations continued on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

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

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

RM/kly
T:\Users\Legal Secretary CSB\Library&Leisure Services\2025\Facilities Use Agreement - Flock Fitness, LLC 2am Nov.18(25).docx

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0051

Title:

SCOUT Update **(Kristian Swenson, Assistant County Manager)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0052

Title:

Website Redesign Project Update **(Chris Patton, Communications Director)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-947

Title:

Work Session - Basin Study - Lake Monroe and Big/Little Econlockhatchee **(Joe LoFaso, Chief Design Engineer)**

File Number: 2025-1141

Title:

Marsden Building PD Rezone- Consider a Rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on the southeast corner of Division Street and Wells Avenue; (Z2025-07); (Daniel Marsden, Applicant). District4 - Lockhart **(Kaitlyn Apgar, Senior Planner)**

Division:

Development Services

Authorized By:

Mike Rhodes, Interim Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

The Applicant is requesting a Rezone from C-2 (General Commercial) to PD (Planned Development) in order to develop the property with an office and warehouse building. Within the proposed PD, the Applicant is requesting the following permitted uses: general retail sales and services, trades and general office use, and enclosed storage/warehousing space accessory to principal office use.

The property has a Future Land Use designation of Mixed-Use Development (MXD), which allows a maximum Floor Area Ratio (F.A.R.) of 1.0 and supports the use of PD zoning. The Applicant is proposing an F.A.R. of 0.20, which is within the allowable limit.

The subject property is currently zoned C-2 (Retail Commercial), which permits general retail and office uses, but does not allow warehouse uses. Warehouse uses are only permitted within the C-3 (Heavy Commercial and Very Light Industrial) zoning district, which is restricted to properties with an Industrial Future Land Use designation. Very light industrial uses are a potential development option under the MXD Future Land Use designation pursuant to FLU Policy 4.2.2 (A)(4). To develop the property as proposed, the Applicant is required to rezone to PD (Planned Development),

consistent with Policy FLU 4.2.2(F)(6), as the property is a new development on a non-residentially zoned lot.

The proposed PD zoning will establish new development entitlements to permit a warehouse component accessory to office uses, consistent with the intent of the existing Future Land Use designation of MXD.

The intent of the MXD Future Land Use is to encourage compact, walkable development patterns that integrate complementary uses. The site is within walking distance of US Highway 17-92, and the Applicant is proposing a sidewalk connection from the site to the existing sidewalk network along the highway, further supporting pedestrian connectivity in the area.

The Future Land Use and Zoning designations of the surrounding area are as follows:

East: Future Land Use: Mixed-Use Development
Zoning: C-2 (General Commercial)
Florida Department of Transportation (FDOT) maintained Stormwater Pond

West: Wells Avenue- County maintained Local Road
Future Land Use: Low Density Residential and Medium Density Residential
Zoning: R-1A (Single Family Dwelling), R-2 (One- and Two-Family Dwelling), A-1 (Agriculture)
American Legion establishment and a two-family residence (duplex)

North: Future Land Use: Mixed-Use Development
Zoning: C-2 (General Commercial)
Boat sales establishment

South: Future Land Use: Mixed-Use Development
Zoning: C-2 (General Commercial)
Vacuum and sewing machine repair/sales

Site Analysis

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey may be required prior to site plan or final engineering approval.

Utilities:

The site is currently located within the City of Casselberry's water service area, Seminole County's sewer service area, and outside of any reclaimed water service area. Prior to development, the property will be transferred to Seminole County's water service area during the final engineering stage to ensure that both water and sewer services are provided by the same utility provider.

The site will be required to connect to Seminole County's water and sewer systems. Existing infrastructure includes a six (6) inch water main along the southeast side of Wells Avenue and a six (6) inch gravity sewer lateral stub out at the property line along the south side of Division Street. Adequate water and sewer capacity is available to serve the proposed development.

Transportation/Traffic:

The property will access from Division Street, which is classified as a local road. Currently, Division Street does not have improvements programmed in the County five (5) year Capital Improvement Program.

Sidewalks:

There are currently no existing sidewalks along Division Street and Wells Avenue. As part of the proposed development, the developer will be required to construct a five (5) foot-wide sidewalk along both frontages to enhance pedestrian connectivity and comply with County design standards.

Drainage:

The proposed project is located within the Gee Creek Drainage Basin, which has limited downstream capacity. Accordingly, the site will be required to be designed to retain more than the volumetric difference for the twenty-five (25) year, twenty-four (24) hour storm event and to limit post-development discharge rates to levels that do not exceed pre-development conditions, provided a viable outfall is available. If a viable outfall cannot be provided, the site will be required to retain the entire twenty-five (25) year, twenty-four (24) storm event onsite.

Buffers:

Pursuant to the Seminole County Land Development Code (SCLDC), the proposed development is required to provide ten (10) foot-wide landscape buffers along the north and west portions of the site. However, due to the limited size of the property, the Applicant has applied the provisions of SCLDC Sec. 30.14.11- Constrained site buffers, as approved by the Development Services Director. This section allows a reduction in buffer width where the installation of standard buffers would reduce the developable area of the site by ten (10) percent or more. Accordingly, the Applicant is required to provide five (5) foot-wide buffers along the north and west property lines

The Master Development Plan (MDP) depicts a five (5) foot-wide landscape buffer with a three (3) foot hedge along the north and west perimeters to achieve the required 0.2 opacity. While there is no buffer requirement adjacent to the south of the property line, the applicant is proposing a five (5) foot-wide landscape buffer with an opacity of 0.1 to enhance site aesthetics and compatibility. There is no buffer requirement along the east property line. Final buffer compositions will be established and approved at Final Development Plan.

Open Space:

A minimum of twenty-five (25) percent open space is provided in compliance with the Seminole County Land Development Code (SCLDC) Sec. 30.14.2.2.

Consistency with the Land Development Code

The intent and purpose of the PD (Planned Development) zoning district is to promote flexibility and innovation to meet the needs of County residents and businesses by facilitating innovative design solutions and development plans, that may be difficult to achieve under conventional zoning regulations. Planned developments shall promote flexibility and creativity in addressing changing social, economic and market conditions, especially where they are used to implement adopted policies of the Comprehensive Plan.

The proposed PD Zoning designation and the associated Master Development Plan have been evaluated for compatibility with the SCLDC in accordance with Chapter 30, Part 8.

Review Criteria for Planned Developments, as per SCLDC Sec. 30.8.5.3, provides that in approving a Planned Development, the Board of County Commissioners shall affirm the following:

(a) Comprehensive Plan Consistency: In approving a Planned Development, the Board of County Commissioners shall affirm that the proposed development is consistent with the Comprehensive Plan and effectively implements any performance

criteria that the Plan may provide.

Staff Analysis:

See full Consistency with the Comprehensive Plan analysis below.

(b) Greater Benefit and Innovation Criteria: PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations.

Staff Analysis:

The proposed development is expected to reduce vehicle miles traveled (VMT) per household, as the integration of warehouse and commercial office uses within a single site, results in fewer daily vehicle trips, consistent with the Institute of Transportation Engineers (ITE) trip generation data, compared to the same uses developed separately on individually zoned properties.

Additionally, the project provides an innovative development concept that combines retail-commercial and office uses with accessory warehousing to support the principal operations within the building. The site integrates the pedestrian-oriented design of the MXD Future Land Use designation and complies with Land Development Code provisions for bicycle parking, thereby promoting multimodal connectivity and accessibility to the site.

(c) In addition, any proposed development under the PD (Planned Development) Ordinance must address the following goals:

1. Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis.

Staff Analysis:

The proposed development exceeds the buffer requirements. The Applicant has applied the provisions of SCLDC Sec. 30.14.11- Constrained site buffers in order to achieve required buffers along the north and west property lines. While there is no buffer requirement adjacent to the south property line, the applicant is proposing a five (5) foot-wide landscape buffer with an opacity of 0.1, which will exceed the landscape buffer code requirements.

2. Minimize transportation impacts through design elements, which may include, but are not limited to multimodal connectivity; electric vehicle charging; infrastructure of

pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design; accommodation or neighborhood electric vehicles; transportation demand management; or permitting complementary uses.

Staff Analysis:

The Applicant is proposing bicycle parking in accordance with the SCLDC and must provide pedestrian connectivity to the existing sidewalk along US Hwy 17-92.

(d) The PD application shall include a narrative addressing the following:

(1) How the proposed development addresses the goals of the Comprehensive Plan.

(2) Why the proposed development cannot be achieved under an existing conventional or special zoning district.

(3) How does the proposed development provide an innovative approach to land development.

(4) A description of benefits to the County that cannot be achieved under the existing provisions of this Code.

Staff Analysis:

The Applicant has provided a narrative addressing the requirements of this section. This narrative is provided in the agenda packet.

Consistency with the Comprehensive Plan

Under Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification, the County shall consider uses or structures proposed within the Planned Development Zoning classification on a case by case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of performance standards such as but not limited to; lot size, setbacks, buffering, landscaping, lighting, and building heights.

The proposed PD zoning classification together with the associated MDP and Development Order (DO), appropriately addresses compatibility with the surrounding development pattern. The proposed PD establishes specific uses, defines maximum building height, and provides adequate buffering to ensure compatibility with the adjacent properties. In addition, any proposed lighting will be required to comply with the standards of the SCLDC. The PD proposes a maximum F.A.R. of 1.0, which is consistent with the MXD Future Land Use designation’s maximum allowable F.A.R. for

non-residential uses.

Pursuant to Policy FLU 4.2.2 (A)(4), new single-use non-residential development, including commercial office and very light industrial uses, are permitted on parcels smaller than six (6) acres. The subject property area is 0.47 acres, which meets this criterion.

In accordance with Policy FLU Policy 4.2.2 (F)(3), the Mixed-Use Development Future Land Use places emphasis on walkability. The proposed building façade is oriented to the west to provide direct pedestrian access and a sidewalk connection to the existing sidewalk network along US Highway 17-92, consistent with the intent to promote a walkable, connected development pattern.

Staff finds the proposed PD zoning classification to be consistent with the Comprehensive Plan.

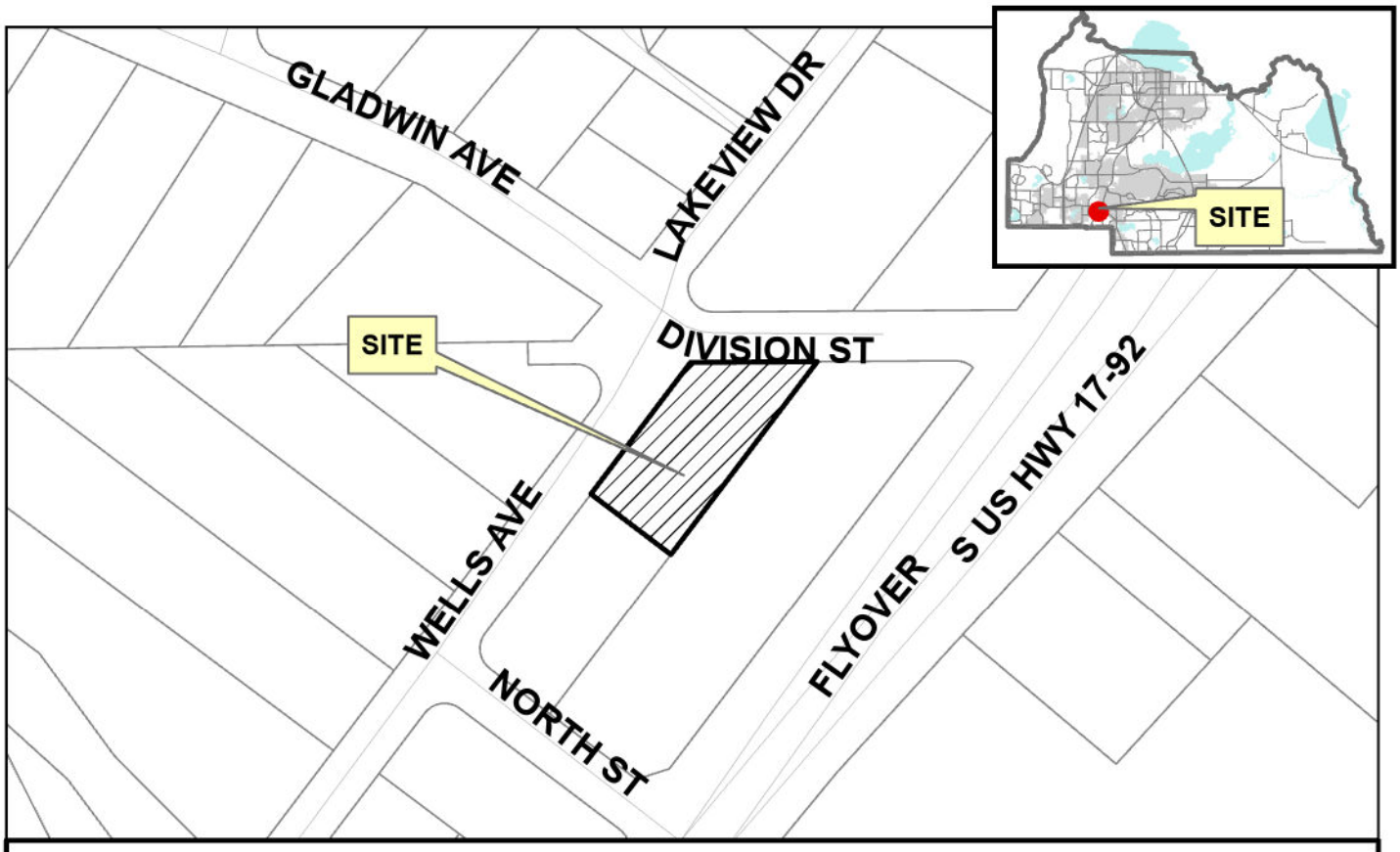
In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on September 9, 2025; details of the community meeting have been provided in the agenda package.

This Planning and Zoning Commission met on December 3, 2025, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on the southeast corner of Division Street and Wells Avenue. The P&Z Board minutes from this meeting are attached.

Requested Action:

Staff requests the Board of County Commissioners adopt the Ordinance enacting a Rezone from C-2 (General Commercial) to PD (Planned Development) as per the following motion:

Based on Staff’s findings and the testimony and evidence received at the hearing, the Board of County Commissioners finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board adopt the requested Rezone from C-2 (Retail Commercial) to PD (Planned Development), and approve the associated Development Order and Master Development Plan.



Rezone No: Z2025-007

Parcels

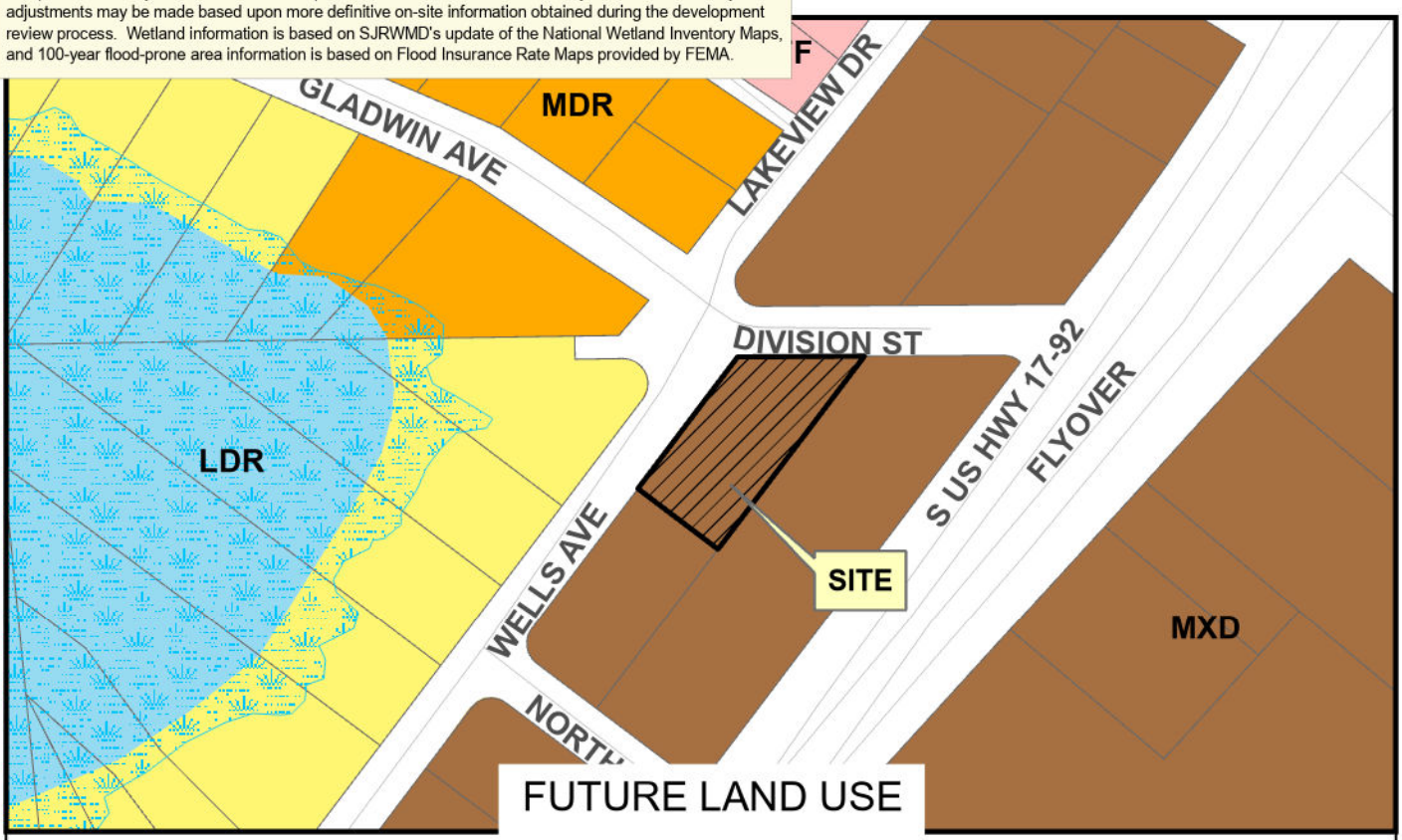
N

Winter 2025 Color Aerials

Date: 10/22/2025

Name: Z2025-007LocationAerial

The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.

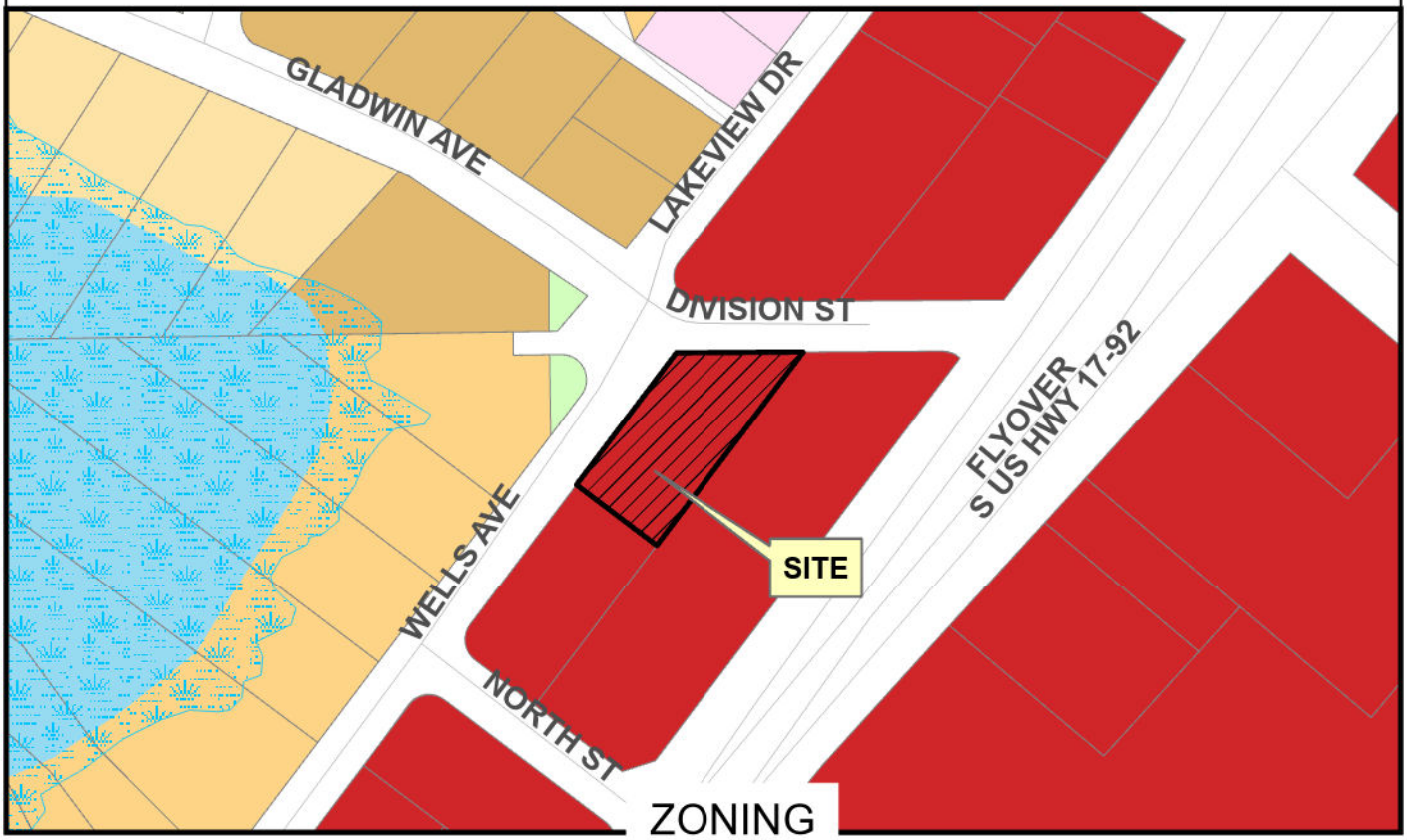


FUTURE LAND USE

CONS LDR MDR MXD OFF

Applicant: Daniel Marsden
STR/Acres/District: 18-21-30 / .47+/- acres / District 4
Existing Use: Vacant Commercial
Special Notes: Max. Net Density = FAR 1.0

Rezone No: Z2025-007
From: C-2 To: PD



ZONING

Date: 10/21/2025

Name Z2025-007FluZonePg

CONS A-1 R-1AA R-1A R-2 RP C-2

VICINITY MAP (1:100)

LEGAL DESCRIPTION

LOT 6, BLOCK B, PRAIRIE LAKE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

STATEMENT OF INTENDED USE

4000 SF COMMERCIAL TRADES OFFICE W/ ENCLOSED STORAGE WITH ASSOCIATED STORM AND PARKING.

UTILITY COMPANIES

SANITARY SEWER:	SEMINOLE COUNTY (407) 665-2024
WATER DISTRIBUTION:	SEMINOLE COUNTY (407) 665-2024
ELECTRICAL POWER:	DUKE ENERGY (800) 700-8744
TELEPHONE:	CENTURY LINK (407) 917-4835
FIRE/POLICE:	SEMINOLE COUNTY (407) 665-5175
GARBAGE:	PRIVATE COLLECTION (407) 774-0800

ANALYSIS OF THE IMPACT OF THE PROPOSED PLANNED DEVELOPMENT ON ROADS, SCHOOLS, UTILITIES, AND OTHER PUBLIC FACILITIES

THE PROPOSED DEVELOPMENT IS A LOW-INTENSITY PROJECT SERVING AS A TRADES OFFICE AND WAREHOUSE FOR A LOCALLY OWNED AND OPERATED BUSINESS. IT PROVIDES AN APPROPRIATE TRANSITION FROM THE HIGH-INTENSITY CORRIDOR OF US 17-92 INTO THE ADJACENT RESIDENTIAL NEIGHBORHOOD TO THE NORTHWEST.

ROADS:
THE PROJECT INCLUDES 4,000 SQUARE FEET OF OFFICE SPACE. BASED ON THE ITE TRIP GENERATION MANUAL, 11TH EDITION, THE FOLLOWING LAND USE CODES AND AVERAGE DAILY TRIP RATES ARE USED:

LUC 710 (GENERAL OFFICE BUILDING): 9.74 TRIPS PER 1,000 SF GFA

ESTIMATED DAILY TRIPS:

OFFICE: (4 ×9.74) = ~39 DAILY TRIPS

TOTAL ESTIMATED DAILY TRIPS: ~39 DAILY TRIPS

THIS LOW VOLUME OF TRAFFIC IS NOT EXPECTED TO CREATE ANY MEASURABLE IMPACT ON THE SURROUNDING ROAD NETWORK OR LEVEL OF SERVICE.

SCHOOLS:
THERE IS NO RESIDENTIAL COMPONENT IN THE PROJECT. THEREFORE, THE DEVELOPMENT WILL NOT GENERATE ANY STUDENT POPULATION AND WILL HAVE NO IMPACT ON LOCAL SCHOOLS.

UTILITIES:
THE PROJECT INCLUDES NO FOOD PREPARATION AND NO HIGH-WATER-DEMAND PROCESSES. THEREFORE, WATER AND SEWER DEMAND WILL BE MINIMAL AND CAN BE ADEQUATELY SERVED BY EXISTING INFRASTRUCTURE. THE DEVELOPMENT IS NOT EXPECTED TO REQUIRE UTILITY UPGRADES.

OTHER PUBLIC FACILITIES:
DUE TO ITS SMALL SCALE AND LOW INTENSITY, THE PROJECT WILL NOT MATERIALLY IMPACT OTHER PUBLIC FACILITIES SUCH AS PARKS, LIBRARIES, OR EMERGENCY SERVICES.

LANDSCAPE AND BUFFER NOTES

1. PARKING LOT LANDSCAPING WILL MEET THE REQUIREMENT OF SCLDC SECTION 30.30.11.5
2. BUFFER COMPOSITION WILL BE DETERMINED AT THE TIME OF SITE PLAN APPLICATION
3. LANDSCAPE BUFFERS WILL MEET THE REQUIREMENTS OF SCLDC SECTIONS 30.14.5 AND 30.14.3.1

PARKING NOTES

1. BICYCLE PARKING WILL BE PROVIDED IN ACCORDANCE WITH SCLDC SEC 30.11.7.1.
2. NO COMPANY VEHICLE PARKING PROPOSED

MDP NOTES

1. PROJECT SIGNAGE WILL COMPLY WITH SEMINOLE COUNTY LAND DEVELOPMENT CODE AND WILL REQUIRE SEPARATE PERMIT.
2. DUMPSTER ENCLOSURE WILL MEET SEMINOLE COUNTY LAND DEVELOPMENT CODE SECTION 30.1233 AND WILL REQUIRE A SEPARATE PERMIT.
3. ANY OUTSIDE STORAGE OF PARTS, SUPPLIES OR MATERIAL SHALL BE PERMITTED ONLY IN AN ENCLOSED OR FENCED AREA.
4. THE SITE PLAN WILL MEET SEMINOLE COUNTY AND SJRWMD REQUIREMENTS.
5. STORM WATER SYSTEM SHALL BE DESIGNED IN COMPLIANCE WITH SEMINOLE COUNTY.
6. SIDEWALKS WILL BE CONSTRUCTED IN COMPLIANCE WITH SEMINOLE COUNTY.
7. THE DEVELOPER WILL PROVIDE AN INTERNAL PEDESTRIAN CIRCULATION SYSTEM GIVING ACCESS TO ALL PORTIONS OF THE DEVELOPMENT.
8. CONSTRAINED SITE BUFFER AS 10 FT BUFFER ALONG NORTH AND WEST PROPERTY LINE EXCEEDS 10% OF TOTAL SITE AREA (164+127) X 10 = 2,910 SF (14%) PER SEC. 30.14.11 TABLE

DEVELOPMENT INFORMATION

1.	PROJECT NAME:	MARSDEN BUILDING
2.	TAX ID NUMBER:	18-21-30-515-0B00-0060
3.	TOTAL DEVELOPMENT AREA:	0.47 AC – LOT 1
5.	EXISTING USE:	UNDEVELOPED
6.	PROPOSED USE:	TRADERS OFFICE W/ENCLOSED STORAGE RETAIL SALES AND SHOWROOM OFFICE USES ACCESSORY USES PROPOSED USES: BUILDING & PLUMBING SUPPLIES RETAIL & SALES SERVICES
7.	EXISTING LAND USE:	MIXED USE DEVELOPMENT (MXD)
8.	FUTURE LAND USE:	MIXED USE DEVELOPMENT (MXD)
9.	EXISTING ZONING:	PD-PLANNED DEVELOPMENT
10.	MAXIMUM IMPERVIOUS SURFACE RATIO	70%
11.	MAX. BUILDING HEIGHT:	27'

12. THIS SITE DOES NOT CONTAIN ANY WETLANDS NOTED, THE SITE IS IN FLOOD ZONE X. DFIRMID 12117C
13. WATER & GRAVITY SEWER SERVICE SEMINOLE COUNTY
14. THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASES.
15. NO RECLAIM WATER AVAILABLE, ALL IRRIGATION VIA WELL
16. ON-SITE SOILS CONSISTS OF #34 URBAN LAND HYDRAULIC SOIL RATING – UNRANKED
17. MAX FAR= 1.0 PROPOSED = 0.20
18. APPLICANT RESERVES THE RIGHT TO UTILIZE UNDERGROUND STORAGE AS WELL
19. PARKING REQUIREMENT
    REQUIRED — PROVIDED 14 SPACES
    OFFICE 4 SPACES/1000 SQ.FT FOR FIRST 10,000 SQ.FT
    12 SPACES FOR 3,000 SQ.FT
    NON RETAIL WAREHOUSE 1,000 SQ.FT 1 SPACE PER 2 EMPLOYEES
    ASSUME 4 EMPLOYEES AND NO COMPANY VEHICLES
    2 SPACES – COMBINED REQUIRED PARKING = 14 SPACES
20. URBAN CORE: NET BUILDABLE ACREAGE IN THE SITE DATA TABLE IN ACCORDANCE WITH THE FOLLOWING : THE TOTAL NUMBER OF ACRES WITHIN THE BOUNDARY OF DEVELOPMENT 0.47 AC, EXCLUDING NATURAL LAKES 0 AC AND WETLAND 0 AC OR FLOOD PRONE AREAS 0 AC
21. THE SIDE OF THE BUILDING FACING THE POND WILL BE DESIGNED AS FRONT FACADE, WITH ACCESS INTO THE BUILDING FROM THE SIDE AS WELL.

DEVELOPMENT AREA DATA:

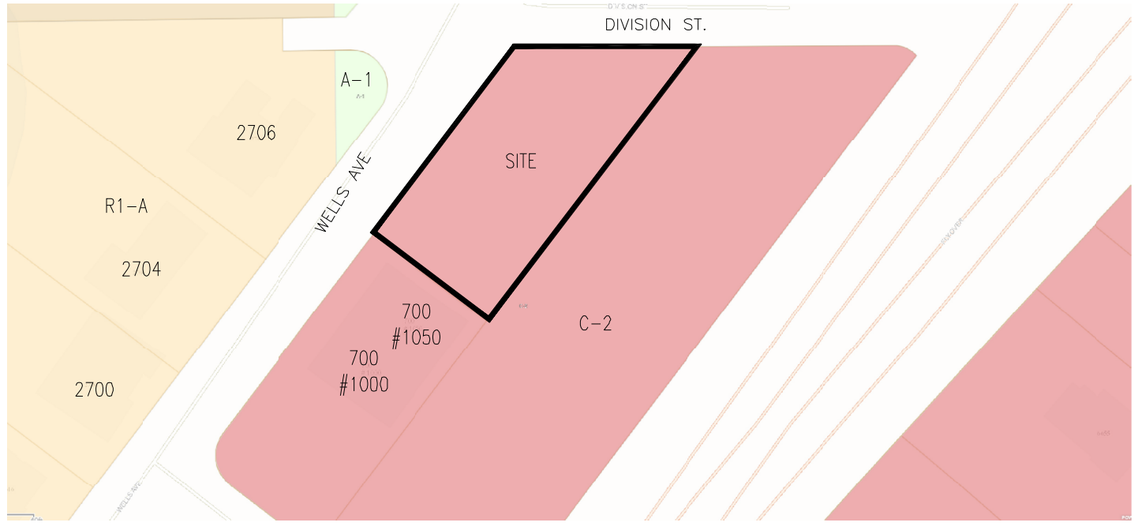
PROJECT LAND AREA DATA:	20,485 SF	100%	(0.47 AC)
URBAN CORE NET BUILDABLE AREA:	20,485 SF	100%	
BUILDING FOOTPRINT AREA:	4,000 SF	20%	
PARKING AND DRIVE AISLES:	6,946 SF	34%	
SIDEWALK/DUMPSTER:	1,112 SF	5%	
TOTAL IMPERVIOUS AREA:	12,058 SF	59%	(0.276 AC)
TOTAL PERVIOUS AREA:	8,427 SF	41%	(0.194 AC)

REQUIRED OPEN SPACE=25% , PROVIDED = 41%

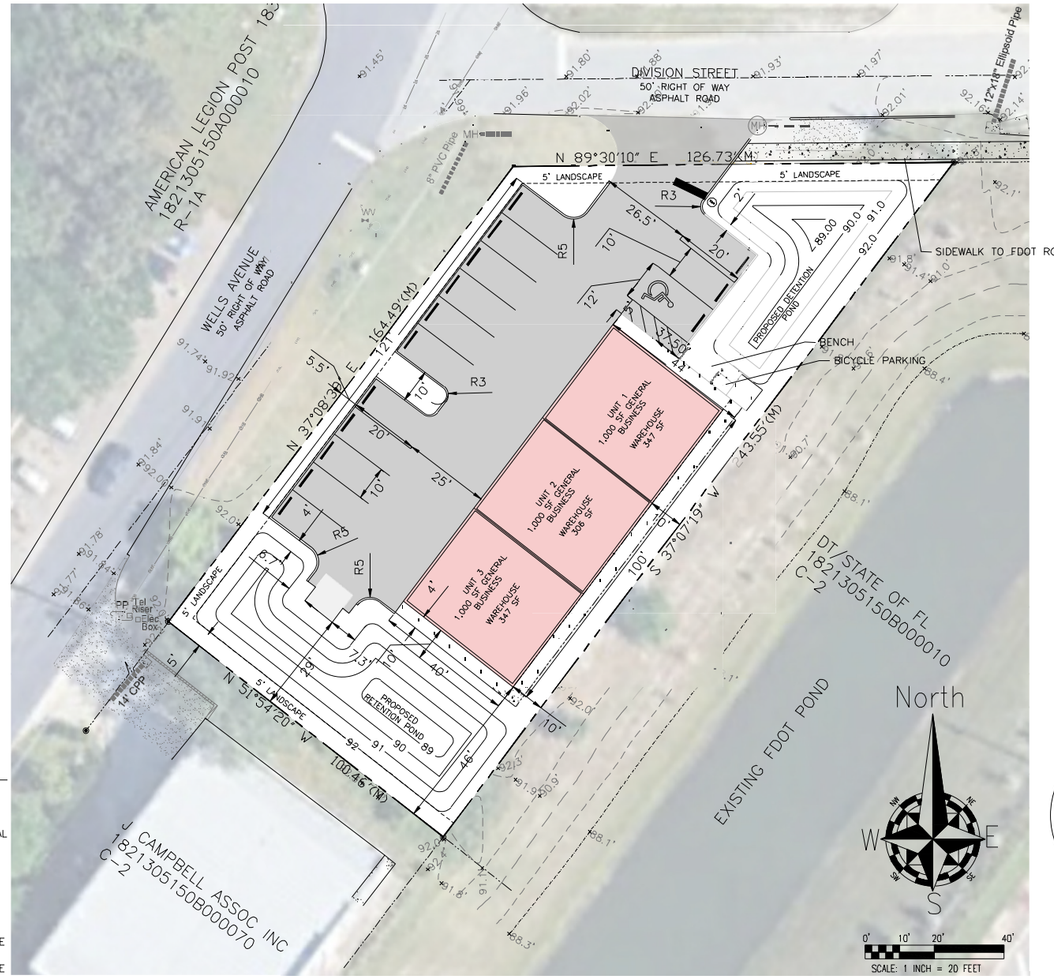
ADJACENT ZONING / LAND USE

NORTH	C2 / RETAIL COMMERCIAL
SOUTH	C2 / RETAIL COMMERCIAL
EAST	C2 / RETAIL COMMERCIAL
WEST	RA1/ VACANT INSTITUTIONAL

BUILDING SETBACKS	REQUIRED/PROVIDED	LANDSCAPE BUFFERS		OPACITY BUFFER	
REAR (WEST)	25 FT / 50 FT	SIDE (NORTH)	5 FT / 5 FT	NORTH	0.2 1.5 PLANT GROUP & 3 FT HEDGE
SIDE (NORTH)	5 FT / 45 FT	FRONT (EAST)	0 FT / 0 FT	EAST (17-92)	NONE
SIDE (SOUTH)	5 FT / 29 FT	SIDE (WEST)	5 FT / 5 FT	WEST (WELLS AVE)	0.2 1.5 PLANT GROUP & 3 FT HEDGE
FRONT (EAST)	10 FT. / 10 FT	REAR (SOUTHWEST)	5 FT / 5 FT	SOUTH	0.1 1 PLANT GROUP



ZONING MAP (N.T.S)



AMERICAN CIVIL ENGINEERING CO.
207 N. MOSS RD., SUITE 211, WINTER SPRINGS, FLA 32708
(407) 327-7100
cert. of authorization number 8729

NOTE: ALL INFORMATION CONTAINED HEREIN AS PROPERTY OF AMERICAN CIVIL ENGINEERING CO. ALL RIGHTS RESERVED. COPY RIGHT 2022.

ENGINEER: JOHN J. HERBERT IV, P.E.
CHECKED BY: TOM SHELTON, P.E.
TECHNICIAN: J.W.H.
PROJECT NO. 22190

DATE	REVISIONS

MADE IN USA

PD PLAN

MARSDEN BUILDING

WELLS AVENUE, CASSELBERRY, FLORIDA 32707

JOHN J. HERBERT IV, P.E.
LIC # 84698

11/24/2025
PD PLAN
PROJECT NO.
PD-1

SEMINOLE COUNTY
DEVELOPMENT ORDER

On January 13, 2026 Seminole County issued this Development Order relating to and touching and concerning the following described property:

See attached “Exhibit A”

(The above-described legal description has been provided to Seminole County by the applicant on behalf of the owner of the above described property.)

FINDINGS OF FACT

Property Owner: Daniel and Diana Marsden

Project Name: Marsden Building PD Rezone

Requested Development Approval: Consider a Rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on southeast corner of Division Street and Wells Avenue.

Conclusion of Law

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Kaitlyn Apgar, Senior Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with the codes and ordinances in effect in Seminole County at the time of permit issuance including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made, are as follows:

A. Development must comply with the Master Development Plan attached hereto as "Exhibit B".
B. Permitted Uses:
    a. Retail sales and services
    b. Office uses
    c. Warehouse (for materials accessory to the office use)
C. Maximum Floor Area Ratio: 1.0
D. Maximum Allowable Building Height: Twenty-seven (27) feet
E. Maximum Impervious Surface Ratio: Seventy (70) percent
F. Open Space: Twenty-Five (25) percent
G. Building Setbacks from the external property boundaries are as follows:

    North (side): five (5) feet
    South (side): five (5) feet
    East (front): ten (10) feet
    West (rear): twenty-five (25) feet

H. Required buffers are as follows:

    North: Five (5) foot wide landscape buffer, buffer components shall provide an opacity rating of 0.2 with a three (3) foot hedge
    South: Five (5) foot wide landscape buffer, buffer components shall provide an opacity rating of 0.1
    East: None required against the adjacent FDOT stormwater pond.
    West: Five (5) foot wide landscape buffer, buffer components shall provide an opacity rating of 0.2 with a three (3) foot hedge

    The perimeter buffer may be widened at Final Development Plan if required per Chapter 30, Part 67 of the Land Development Code of Seminole County. In no case may the building setbacks be less than the required buffer.

    Buffer components will be established at Final Development Plan.

I. The developer must provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside of the development.

J. All project signage must comply with the Seminole County Land Development Code.
K. The dumpster enclosure must comply with the Seminole County Land Development Code.
L. Outdoor storage of merchandise and materials is prohibited.
M. Parking lot landscaping must meet requirements stated within Seminole County Land Development Code Section 30.10.11.5.
N. In order for the stormwater retention pond to be counted as the required open space, all conditions of Seminole County Land Development Code Sec. 30.14.2.2 (d) must be met.
O. The stormwater system shall be designed to meet Seminole County and SJRWMD requirements.
P. The project will be constructed in one (1) phase.
Q. The proposed development will be required to meet the minimum bicycle parking requirements in accordance with SCLDC 30.11.7.4.
R. The sidewalks must be constructed in compliance with the Seminole County Land Development Code.
S. The southeast side of the building fronting the pond on the adjacent property and US HWY 17-92 shall be designed as a front façade with access into the building.
T. All development will comply with Seminole County Land Development Code Chapter 30, Part 16 – Performance Standards.
U. In the case of a conflict between the written conditions A through U in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through U will apply.

(4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Andria Herr, Chairman

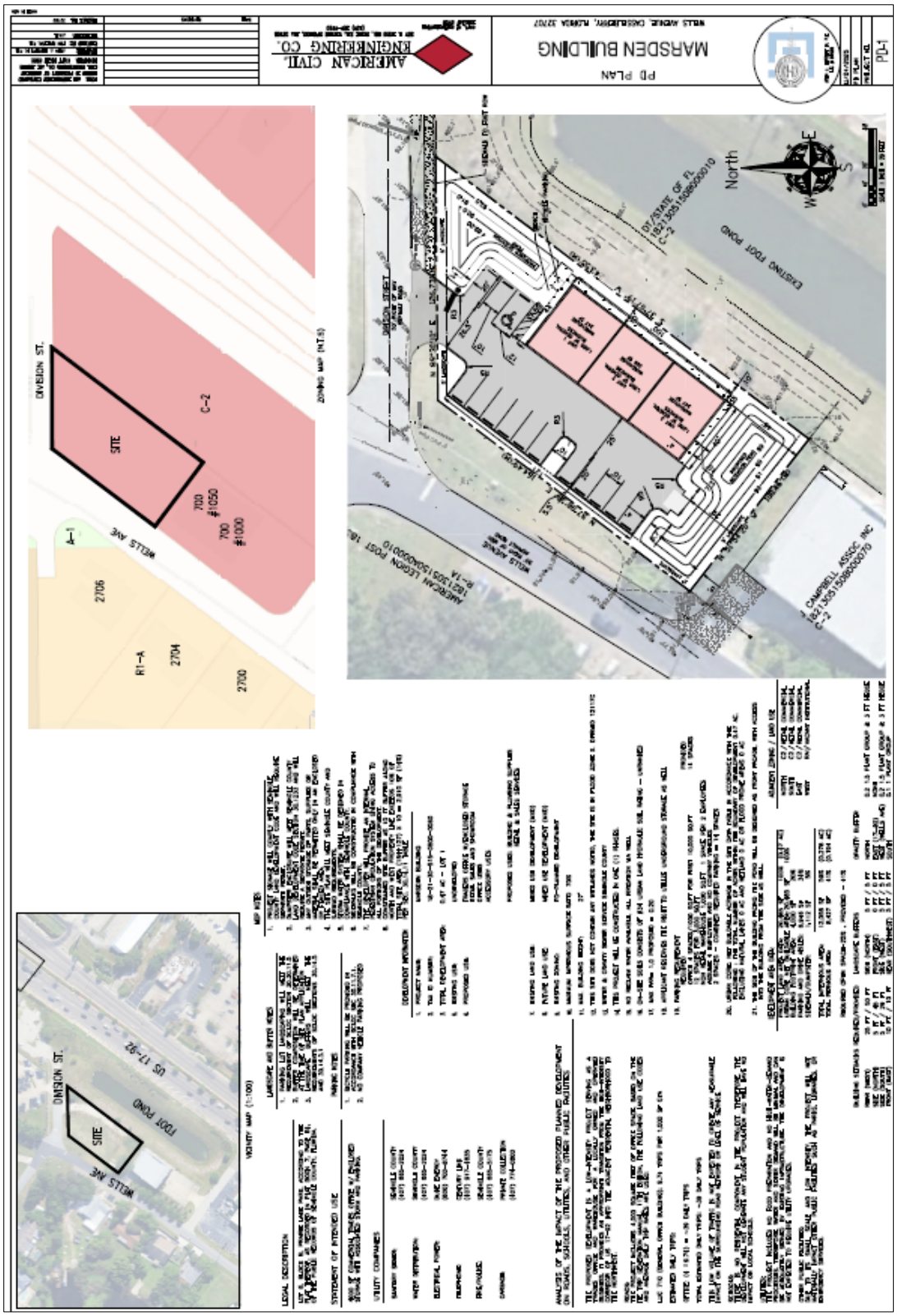
EXHIBIT A

Legal Description

LOT 6, BLOCK B, PRAIRIE LAKE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED INPLAT BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

EXHIBIT B

Master Development Plan



AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING PROPERTY CURRENTLY ASSIGNED THE C-2 (GENERAL COMMERCIAL) ZONING CLASSIFICATION TO THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Marsden Building PD Rezone, dated January 13, 2026.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from C-2 (General Commercia) to PD (Planned Development) pursuant to the provisions contained in Development Order #25-20500005, attached to this Ordinance as Exhibit A and incorporated in this Ordinance by reference:

SEE ATTACHED EXHIBIT "B" FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County

Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. The Clerk of the Board of County Commissioners shall provide a certified copy of this Ordinance to the Florida Department of State in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order #25-20500005 in the Official Land Records of Seminole County or upon filing this Ordinance with the Department of State, whichever is later.

ENACTED this 13th day of January, 2026.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A

DEVELOPMENT ORDER

FILE NO.: PZ2025-07 DEVELOPMENT ORDER # 25-20500005

SEMINOLE COUNTY
DEVELOPMENT ORDER

On January 13, 2026 Seminole County issued this Development Order relating to and touching and concerning the following described property:

See attached "Exhibit A"

(The above-described legal description has been provided to Seminole County by the applicant on behalf of the owner of the above described property.)

FINDINGS OF FACT

Property Owner: Daniel and Diana Marsden

Project Name: Marsden Building PD Rezone

Requested Development Approval: Consider a Rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on southeast corner of Division Street and Wells Avenue.

Conclusion of Law

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Kaitlyn Apgar, Senior Planner
1101 East First Street
Sanford, Florida 32771

DEVELOPMENT ORDER # 25-20500005

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with the codes and ordinances in effect in Seminole County at the time of permit issuance including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made, are as follows:

A. Development must comply with the Master Development Plan attached hereto as "Exhibit B".
B. Permitted Uses:
   a. Retail sales and services
   b. Office uses
   c. Warehouse (for materials accessory to the office use)
C. Maximum Floor Area Ratio: 1.0
D. Maximum Allowable Building Height: Twenty-seven (27) feet
E. Maximum Impervious Surface Ratio: Seventy (70) percent
F. Open Space: Twenty-Five (25) percent
G. Building Setbacks from the external property boundaries are as follows:
   North (side): five (5) feet
   South (side): five (5) feet
   East (front): ten (10) feet
   West (rear): twenty-five (25) feet
H. Required buffers are as follows:
   North: Five (5) foot wide landscape buffer, buffer components shall provide an opacity rating of 0.2 with a three (3) foot hedge
   South: Five (5) foot wide landscape buffer, buffer components shall provide an opacity rating of 0.1
   East: None required against the adjacent FDOT stormwater pond.
   West: Five (5) foot wide landscape buffer, buffer components shall provide an opacity rating of 0.2 with a three (3) foot hedge

   The perimeter buffer may be widened at Final Development Plan if required per Chapter 30, Part 67 of the Land Development Code of Seminole County. In no case may the building setbacks be less than the required buffer.

   Buffer components will be established at Final Development Plan.
I. The developer must provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside of the development.

2

J. All project signage must comply with the Seminole County Land Development Code.
K. The dumpster enclosure must comply with the Seminole County Land Development Code.
L. Outdoor storage of merchandise and materials is prohibited.
M. Parking lot landscaping must meet requirements stated within Seminole County Land Development Code Section 30.10.11.5.
N. In order for the stormwater retention pond to be counted as the required open space, all conditions of Seminole County Land Development Code Sec. 30.14.2.2 (d) must be met.
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Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Andria Herr, Chairman

DEVELOPMENT ORDER # 25-20500005

EXHIBIT A

Legal Description

LOT 6, BLOCK B, PRAIRIE LAKE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED INPLAT BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

5

DEVELOPMENT ORDER # 25-20500005

EXHIBIT B

Master Development Plan

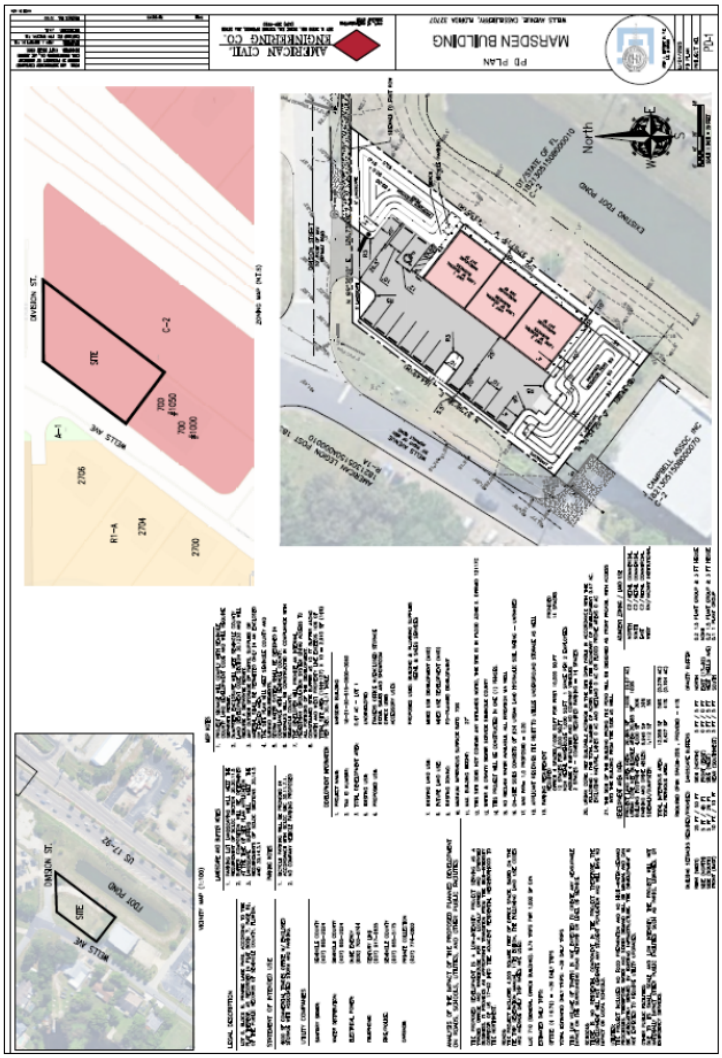

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EXHIBIT B

LEGAL DESCRIPTION

LOT 6, BLOCK B, PRAIRIE LAKE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED INPLAT BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Sign In Sheet

PROJECT NAME:	MARSDEN BUILDING - PD REZONE	PROJ #: 25-20500005
APPLICATION FOR:	PZ - PD	
APPLICATION DATE:	4/25/25	
RELATED NAMES:	Z2025-07	
PROJECT MANAGER:	KAITLYN APGAR (407) 665-7377	
PARCEL ID NO.:	18-21-30-515-0B00-0060	
PROJECT DESCRIPTION	PROPOSED PD REZONE FROM C-2 TO PD FOR COMMERCIAL USE ON 0.47 ACRES LOCATED ON THE SOUTHEAST CORNER OF DIVISION ST AND WELLS AVE	
NO OF ACRES	0.47	
BCC DISTRICT	4: LOCKHART	
LOCATION	ON THE SOUTHEAST CORNER OF DIVISION ST AND WELLS AVE	
FUTURE LAND USE-	MXD	
SEWER UTILITY	SEMINOLE COUNTY UTILITIES	
WATER UTILITY	CASSELBERRY	

APPLICANT:	CONSULTANT:
DANIEL MARSDEN MARSDEN CONSTRUCTION COMPANY 617 PRAIRIE LAKE DR FERN PARK FL 32730 (321) 231-1607 DMARSDEN2000@YAHOO.COM	JOHNNY HERBERT AMERICAN CIVIL ENGINEERING CO 207 N MOSS RD STE 211 WINTER SPRINGS FL 32708 (407) 376-1777 JOHNNY@AMERICANCIVILENGINEERING.COM

Name	Phone #	Address
Jim Rhodes	407.257-7815	716 Gladwin Ave

Note Summary:

Jim Rhodes arrived around 6:02pm and inquired what the end users may be going into the final product.

He left around 6:08pm

No other visitors occurred.

Estimated schedule (subject to change on design review)

This meeting 9/10

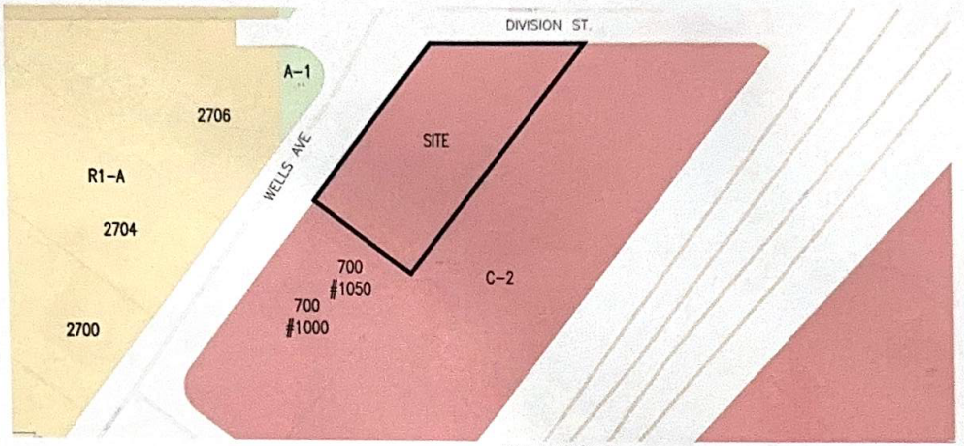
PD approval October 2025

Engineering plan approvals with county and state March 2026

Construction begins May 2026

Completion December 2026

VCINITY MAP (1:100)



ZONING MAP (N.T.S)

LEGAL DESCRIPTION

LOT 6, BLOCK B, PRAIRIE LAKE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 84, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

STATEMENT OF INTENDED USE

4000 SF COMMERCIAL RETAIL AND SHOWROOM WITH ASSOCIATED STORM AND PARKING.

UTILITY COMPANIES

SANITARY SEWER:	SEMINOLE COUNTY (407) 665-2014
WATER DISTRIBUTION:	SEMINOLE COUNTY (407) 665-2014
ELECTRICAL POWER:	DUKE ENERGY (800) 700-8744
TELEPHONE:	CENTURY LINK (407) 917-4835
FIRE/POLICE:	SEMINOLE COUNTY (407) 665-5175
GARBAGE:	PRIVATE COLLECTION (407) 774-0800

LANDSCAPE AND BUFFER NOTES

1. PARKING LOT LANDSCAPING WILL MEET THE REQUIREMENT OF SCLDC SECTION 30.30.11.5
2. BUFFER COMPOSITION WILL BE DETERMINED AT THE TIME OF SITE PLAN APPLICATION
3. LANDSCAPE BUFFERS WILL MEET THE REQUIREMENTS OF SCLDC SECTIONS 30.14.5 AND 30.14.3.1

PARKING NOTES

1. BICYCLE AND MOTOR CYCLE PARKING SHALL BE PROVIDED CONSISTENT WITH TABLE 11.7A.
2. BICYCLE PARKING WILL BE PROVIDED IN ACCORDANCE WITH SCLDC SEC 30.11.7.1.

MDP NOTES

1. PROJECT SIGNAGE WILL COMPLY EITH SEMINOLE COUNTY LAND DEVELOPMENT CODE AND WILL REQUIRE SEPARATE PERMIT.
2. DUMPSTER ENCLOSURE WILL MEET SEMINOLE COUNTY LAND DEVELOPMENT CODE SECTION 30.1233 AND WILL REQUIRE A SEPARATE PERMIT.
3. ANY OUTSIDE STORAGE OF PARTS, SUPPLIES, OR MATERIAL SHALL BE PERMITTED ONLY IN AN ENCLOSED OR FENCED AREA.
4. THE SITE PLAN WILL MEET SEMINOLE COUNTY AND SJRWMD REQUIREMENTS.
5. STORM WATER SYSTEM SHALL BE DESIGNED IN COMPLIANCE WITH SEMINOLE COUNTY.
6. SIDEWALKS WILL BE CONSTRUCTED IN COMPLIANCE WITH SEMINOLE COUNTY.
7. THE DEVELOPER WILL PROVIDE AN INTERNAL PEDESTEAIN CIRCULATION SYSTEM GIVING ACCESS TO ALL PORTIONS OF THE DEVELOPMENT.

DEVELOPMENT INFORMATION

1.	PROJECT NAME:	MARSDEN BUILDING
2.	TAX ID NUMBER:	18-21-30-515-0B00-0060
3.	TOTAL DEVELOPMENT AREA:	0.47 AC ~ LOT 1
5.	EXISTING USE:	UNDEVELOPED
6.	PROPOSED USE:	MIXED DEVELOPMENT
7.	EXISTING LAND USE:	VACANT COMMERCIAL
8.	FUTURE LAND USE:	MIXED USE DEVELOPMENT
8.	EXISTING ZONING:	PD-PLANNED DEVELOPMENT
9.	MAXIMUM IMPERVIOUS SURFACE RATIO	70%
10.	MAX. BUILDING HEIGHT:	25'

11. THIS SITE DOES NOT CONTAIN ANY WETLANDS NOTED, THE SITE IS IN FLOOD ZONE X. DFIRMID 12117C
12. WATER & GRAVITY SEWER SERVICE SEMINOLE COUNTY
13. THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASES.
14. NO RECLAIM WATER AVAILABLE, ALL IRRIGATION VIA WELL
15. ON-SITE SOILS CONSISTS OF #34 URBAN LAND HYDRAULIC SOIL RATING - UNRANKED
16. MAX FAR= 1.0 PROPOSED = 0.20
17. APPLICANT RESERVES THE RIGHT TO UTILIZE UNDERGROUND STORAGE AS WELL
18. PARKING REQUIREMENT

REQUIRED	PROVIDED
FOR OFFICE 4SPACES/1000SQ.FT FOR FIRST 1000 SQ.FT	10 SPACES FOR 1687 SQ.FT
FOR WAREHOUSE 1SPACE/ 2 EMPLOYEES	3 SPACES FOR 6 EMPLOYEES

19. URBAN CORE: NET BUILDABLE ACREAGE IN THE SITE DATA TABLE IN ACCORDANCE WITH THE FOLLOWING : THE TOTAL NUMBER OF ACRES WITHIN THE BOUNDARY OF DEVELOPMENT 0.47 AC, EXCLUDING NATURAL LAKES 0 AC AND WETLAND 0 AC OR FLOOD PRONE AREAS 0 AC

DEVELOPMENT AREA DATA:

PROJECT LAND AREA DATA:	20,485.87 SF	100%	(0.47 AC)
BUILDING FOOTPRINT AREA:	4,000 SF	19%	
PARKING AND DRIVE AISLES:	6,846 SF	36%	
SIDEWALK/DUMPSTER:	820 SF	7%	
TOTAL IMPERVIOUS AREA:	11,666 SF	57%	(0.267 AC)
TOTAL PERVIOUS AREA:	8,820 SF	43%	(0.202 AC)

REQUIRED OPEN SPACE=25% , PROVIDED = 43%

BUILDING SETBACKS REQUIRED/PROVIDED

FRONT (WEST)	25 FT / 50 FT
SIDE (NORTH/SOUTH)	0 FT / 0 FT
REAR (EAST)	10 FT. / 10 FT
PERIMETER LANDSCAPE	5 FT. / 5 FT

LANDSCAPE BUFFERS

FRONT (NORTH)	5 FT / 5 FT
SIDE (EAST)	5 FT / 5 FT
SIDE (WEST)	5 FT / 5 FT
REAR (SOUTH)	5 FT / 5 FT

ADJACENT ZONING / LAND USE

NORTH	C2 / RETAIL COMMERCIAL
SOUTH	C2 / RETAIL COMMERCIAL
EAST	C2 / RETAIL COMMERCIAL
WEST	RA1/ VACANT INSTITUTIONAL

FLOOD ZONE

ACCORDING TO THE FEMA DFIRM ID 12117C THE PROPERTY IS IN THE FLOOD ZONE X.

ANALYSIS OF THE IMPACT OF THE PROPOSED PLANNED DEVELOPMENT ON ROADS, SCHOOLS, UTILITIES, AND OTHER PUBLIC FACILITIES

THE PROPOSED DEVELOPMENT IS A LOW-INTENSITY PROJECT SERVING AS A TRADES OFFICE AND WAREHOUSE FOR A LOCALLY OWNED AND OPERATED BUSINESS. IT PROVIDES AN APPROPRIATE TRANSITION FROM THE HIGH-INTENSITY CORRIDOR OF US 17-92 INTO THE ADJACENT RESIDENTIAL NEIGHBORHOOD TO THE NORTHWEST.

ROADS:
THE PROJECT INCLUDES 1,868 SQUARE FEET OF OFFICE SPACE AND 2,132 SQUARE FEET OF WAREHOUSE SPACE. BASED ON THE ITE TRIP GENERATION MANUAL, 11TH EDITION, THE FOLLOWING LAND USE CODES AND AVERAGE DAILY TRIP RATES ARE USED:

LUC 150 (WAREHOUSING): 1.74 TRIPS PER 1,000 SF GFA

LUC 710 (GENERAL OFFICE BUILDING): 9.74 TRIPS PER 1,000 SF GFA

ESTIMATED DAILY TRIPS:

WAREHOUSE: (2.132 * 1.74) = ~3.71 DAILY TRIPS

OFFICE: (1.868 * 9.74) = ~18.19 DAILY TRIPS

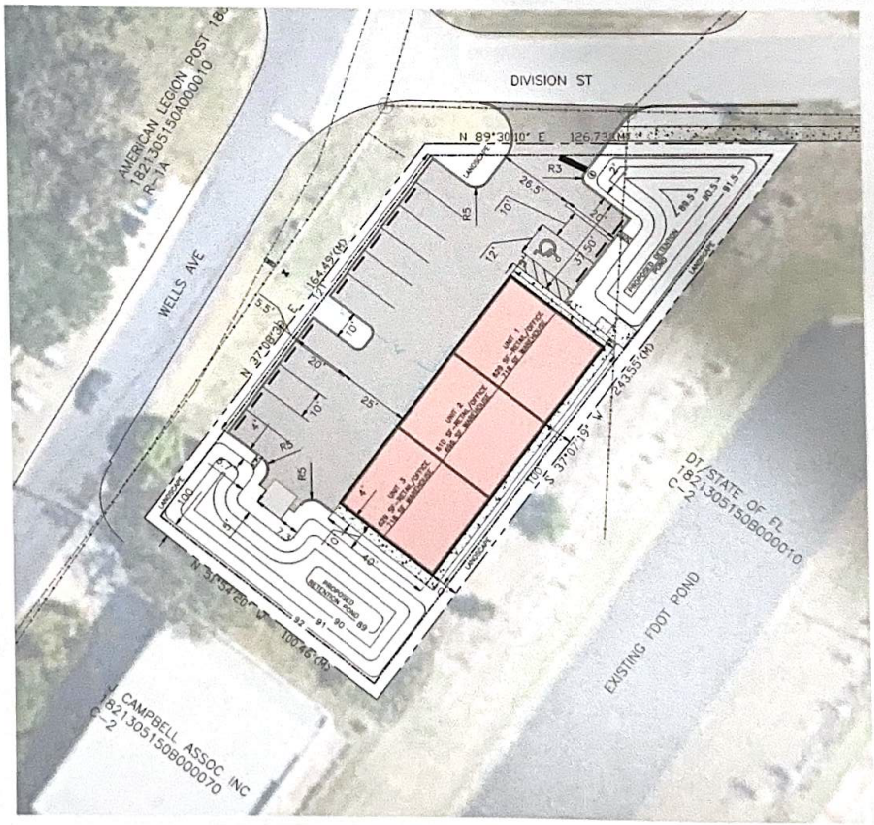
TOTAL ESTIMATED DAILY TRIPS: ~21.9 (ROUNDED TO 22 TRIPS/DAY)

THIS LOW VOLUME OF TRAFFIC IS NOT EXPECTED TO CREATE ANY MEASURABLE IMPACT ON THE SURROUNDING ROAD NETWORK OR LEVEL OF SERVICE.

SCHOOLS:
THERE IS NO RESIDENTIAL COMPONENT IN THE PROJECT. THEREFORE, THE DEVELOPMENT WILL NOT GENERATE ANY STUDENT POPULATION AND WILL HAVE NO IMPACT ON LOCAL SCHOOLS.

UTILITIES:
THE PROJECT INCLUDES NO FOOD PREPARATION AND NO HIGH-WATER-DEMAND PROCESSES. THEREFORE, WATER AND SEWER DEMAND WILL BE MINIMAL AND CAN BE ADEQUATELY SERVED BY EXISTING INFRASTRUCTURE. THE DEVELOPMENT IS NOT EXPECTED TO REQUIRE UTILITY UPGRADES.

OTHER PUBLIC FACILITIES:
DUE TO ITS SMALL SCALE AND LOW INTENSITY, THE PROJECT WILL NOT MATERIALLY IMPACT OTHER PUBLIC FACILITIES SUCH AS PARKS, LIBRARIES, OR EMERGENCY SERVICES.



AMERICAN CIVIL ENGINEERING CO.
1017 N. MAIN RD., SUITE 211, WINTER SPRINGS, FLA 32708
(407) 327-7733
cert. of authorization number #1120

PD PLAN

MARSDEN BUILDING

WELLS AVENUE, CASSELBERRY, FLORIDA 32707

JOHN J. HEINRICH PE, P.E.
LIC. # 61668

8/6/2025	
PD PLAN	
PROJECT NO.	
PD-1	

Narrative – Marsden Building PD Application

(1) Consistency with the Comprehensive Plan
The proposed 4,000 SF commercial retail/showroom with office and warehouse space directly supports Seminole County's Comprehensive Plan by:

- Advancing the **Future Land Use designation of Mixed Development**, providing a balanced mix of retail and employment opportunities.
- Supporting the **economic development goals** of the Plan by creating space for a locally owned business and future job growth.
- Offering a **context-sensitive transition** between the high-intensity U.S. 17-92 corridor and the adjacent residential neighborhoods, consistent with the Plan's objective of promoting compatible infill development.

(2) Why existing zoning is inadequate
C-2 is sufficient for what we want. The county pushed for a PD per an overlay district.

(3) Innovative approach to land development
The project introduces an **innovative small-scale flex-space model**, integrating showroom, office, and warehouse functions under one roof within a compact footprint. This approach:

- Reduces vehicle trips (estimated 22 daily trips per ITE) compared to traditional separated commercial and industrial developments.
- Promotes **efficient site design**, providing 43% open space where 25% is required.
- Utilizes **shared access and circulation**, including internal pedestrian connectivity, bicycle parking, and low-impact stormwater design.
- Creates a sustainable small-business hub rather than a conventional strip commercial center.

(4) Unique benefits to the County
Benefits provided through this Planned Development zoning that cannot be achieved through existing zoning include:

- **Land Use Compatibility:** A planned, low-intensity project that acts as a buffer between U.S. 17-92 commercial and nearby residential properties.
- **Community Investment:** By tailoring entitlements to a specific small-business use, the project strengthens the local economy and ensures long-term site viability.
- **Reduced Public Burden:** Minimal impact on schools, utilities, and traffic reduces demand for County infrastructure and services compared to conventional commercial entitlements.

(5) Greater Benefit Criteria (SCLDC Sec. 30.8.5.3(b))
This development meets two or more Greater Benefit criteria:

1. **Enhanced Open Space and Landscaping**
    - Provides 43% open space versus the required 25%.

- Includes landscaped buffers on all perimeters and parking lot landscaping per Section 30.30.11.5.

2. **Multimodal Transportation Improvements**
   - Provides bicycle and motorcycle parking in compliance with SCLDC Sec. 30.11.7.1.
   - Includes internal pedestrian circulation to ensure safe access across the site.
3. **Compatibility and Transitional Design**
   - Provides a carefully scaled, low-intensity development that transitions between arterial commercial corridors and established neighborhoods, improving community character beyond what conventional zoning ensures.

Topic: Marsden PD Rezone PZ25-20500005

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

The proposed project is an ordinance enacting a rezone from C-2, General Commercial District, to PD, Planned Development, for a trades office and warehouse building .

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☐ Yes.
- ☑ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☐ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☑ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**
N/A
Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):** ○ **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** ○ **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
N/A
Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**
N/A

SEMINOLE COUNTY, FLORIDA

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

Meeting Minutes - Draft

Wednesday, December 3, 2025

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Tim Smith, Richard Jerman, Carissa Lawhun, Dan Lopez, Mike Lorenz, Brandy Ioppolo, and Lourdes Aguirre

Opening Statement

The meeting convened at 6:00 PM with Chairman Mike Lorenz leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Jose Gomez, Development Services Director, Dagmarie Segarra, Deputy Development Services Director, Neysa Borkert, Deputy County Attorney, Annie Sillaway, Principal Planner, Kaitlyn Apgar, Senior Planner, and Tammy Brushwood, Clerk to the P&Z Board

Accept Proof of Publication

Motion by Commissioner Richard Jerman, seconded by Commissioner Brandy Ioppolo, to approve the Proof of Publication. The motion passed unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Approval of Minutes

Motion by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve the October 1, 2025 P&Z Minutes, as submitted. The motion pass unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

NEW BUSINESS

Public Hearing Items:

1. Vantage Bank Special Exception - Consider a Special Exception to allow the use of a bank in the OP (Office) zoning district on approximately 1.52 acres, located at the corner of SR 434 and E Lake Brantley Dr; (BS2025-12); (Vanessa Johnson, Vantage Properties LLC, Applicant); District3 - Constantine; (Annie Sillaway, Principal Planner).

   Annie Sillaway, Principal Planner with Development Services, presented this item as stated in the Staff report. She further stated that the Applicant is requesting a Special Exception to reinstate the operation of a bank on the subject property, located at the corner of SR 434 and E Lake Brantley Dr on approximately 1.52 acres. The property has a Future Land Use of Office and OP (Office) zoning, which allows for the use of a bank if approved via a Special Exception. The property was originally approved to operate as a bank by the Board of Adjustment on September 17, 1984. In 1996, the Board of Adjustment approved a Special Exception to reinstate a bank use after the facility had been vacant for more than 180 days, causing the previous Special Exception to expire. Pursuant to Section 30.3.6 of the Seminole County Land Development Code (SCLDC), when a Special Exception use is discontinued or abandoned for 180 days or longer, the future use of the land shall revert to the

permitted uses in the district in which said land is located, and a new Special Exception is required for the proposed use. Due to the property not being used as a bank for more than 180 days, the Applicant, Vantage Bank, is required to obtain a new Special Exception to continue the banking use on the site. No site improvements are being proposed at this time, and the existing building will be reoccupied as a bank. Based on staff's analysis of the Special Exception criteria, the proposed use is not detrimental to the character of the surrounding area and is consistent with existing development patterns. The area to the north and west consists of residential professional office uses within the RP (Residential Professional) zoning district. Across Lake Brantley Drive, adjacent to the subject property, is an existing Seacoast Bank zoned PD (Planned Development), which permits banking uses. The use will not adversely affect the public interest, as a bank has continuously operated on the site since 1984. Regarding traffic patterns, the property contains an existing building with two established access points: primary access is on SR 434, and the secondary access is on Lake Brantley Road. These access points will not introduce additional noise or heavy commercial activity and are compatible with the surrounding residential areas while maintaining appropriate circulation for the bank. The proposed Special Exception does not increase the Floor Area Ratio beyond the maximum allowable Floor Area Ratio of 0.35. The Applicant is complying with the Additional Use Standard Criteria subsection (b) (1-4), for sites located in the OP (Office) zoning district. The site is compatible with the concept of low intensity of the OP zoning district and is compatible with the low intensity of land use and site coverage, has adequate access to urban services such as water and sewer, police and fire, and the use of a bank will not create, by reason of its characteristics a requirement for granting a variance, as stated in the agenda package. Per Section 30.3.5.1, the Division Manager may waive the required Community Meeting, based upon the needs of the abutting communities or the County, as a result of generally accepted land use planning practices and principles. Because the property has been continuously used as a bank since its original approval in 1984, the requirement for a community meeting has been waived for this Special Exception request. An email by Thomas Hewitt was received in support of this request, which has been provided to the Board. Staff finds the request meets the identified portions of Section 30.3.1.5 - Special Exceptions of the Seminole County Land Development Code; therefore, staff requests the Planning and Zoning Commission recommend the Board of County Commissioners approve the Special Exception and the associated Development Order, to allow the use of a bank in the OP (Office) zoning district.

Greg Nowak, for the applicant, of St. Petersburg, Florida, stated that the bank has continuously operated as a bank and has been shutdown for 180 days, therefore they are required to go through this process. They're happy to answer any questions that the Board may have.

No one from the audience spoke in favor or in opposition to this request.

Motion by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman, to approve and refer the Vantage Bank Special Exception to the Board of County Commissioners. The motion carried unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

2. Marsden Building PD Rezone- Consider a Rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on the southeast corner of Division Street and Wells Avenue; (Z2025-07); (Daniel Marsden, Applicant); District 4 - Lockhart; (Kaitlyn Apgar, Senior Planner).

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the applicant is requesting the approval for a Rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on the southeast corner of Division Street and Wells Avenue. The property currently has a zoning designation of C-2, General Commercial and a Future Land Use of Mixed Use Development. This future land use supports the proposed Planned Development Zoning. The Mixed Use Development Future Land Use allows for a maximum Floor Area Ratio of 1.0. The Applicant is proposing a Floor Area Ratio of 0.2. The property currently exists as a vacant, undeveloped lot. The applicant proposes to develop the site as a trades office with a warehouse component. The warehouse area is accessory to the office use and would exist within the building. The PD proposes sufficient setbacks and buffering between the proposed development and the abutting existing development to the south. The site is currently located within the City of Casselberry's water service area, Seminole County's sewer service area, and outside of any reclaimed water service area. The site will be required to connect to Seminole County's water and sewer systems. Prior to development, the property will be transferred to Seminole County's water service area during the final engineering stage to ensure that both water and sewer services are provided by the same utility provider. The property proposes access onto Division Street, which is classified as a local road. A minimum of twenty-five (25) percent open space is provided on site. The proposed development is consistent with the PD criteria as stated in the staff report. As a summary, the benefits of this development include the provision of expected reduction in vehicle miles traveled per household, new multi-modal connectivity through sidewalk connections and bicycle parking, and innovative development via the integration of trades office and warehouse uses. The PD proposes more than the required tree plantings via the additional buffer provided on the south side and minimizes transportation impacts by promoting accessibility. Consistency with the Comprehensive Plan is achieved through the projected Comprehensive Plan policies. The property is a new single use non-residential development proposing office and very light industrial uses. In order to develop the property as proposed, the Applicant is required to rezone to Planned Development in accordance with Comprehensive Plan Future Land Use Policy 4.2.2(F)(6), as the property is a new development on a non-residentially zoned lot. The proposed building façade is oriented to the west to provide direct pedestrian access and a sidewalk connection to the existing network, thus meeting the walk-able intent of the Future Land Use. Staff finds the proposed PD (Planned Development) zoning classification to be consistent with the Comprehensive Plan. In compliance with

Seminole County Land Development Code Section 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on September 9, 2025 with details of the community meeting provided in the agenda package. Staff requests the Planning and Zoning Commission approve and refer this item to the Board of County Commissioners.

Johnny Herbert, for the applicant, with American Civil Engineering in Winter Springs, Florida. He had nothing else to add and is available for questions.

Grace Edwards of Meredith Street in Fern Park, Florida spoke in opposition to this request. She hasn't seen any plans and doesn't know how contact sensitive this can be given it is immediately adjoining a residential neighborhood. This street has no sidewalks and doesn't understand how it is considered to have pedestrian walkways and walk-ability. There is a school bus stop at this corner. This would be an additional 39 trips per day. There is no safety for the children on the street. No one can walk on this street. This is an environmentally sensitive area with a lot of wildlife directly adjacent to this property. It appears to be a strip mall and asked what the hours of operation would be and lighting, as there is nothing shown on the plans.

Mr. Herbert, in his rebuttal, stated that the sidewalks in question are on US Hwy 17-92, along the front, since currently there is no way for a pedestrian to access from Division Street to US Hwy 17-92. They are putting in a sidewalk that connects back into that region. The site was previously developed as a Wendy's restaurant. The FDOT pond that was put into place cut the land in half, but there was development in that location previously. The use on the project is listed as the trades building, so there is nothing retail about it. It is a trades office that functions during business hours and has a low intensity.

Commissioner Tim Smith asked about the right-of-way for the existing sidewalks. Ms. Apgar responded that it will be off the north side towards Division Street and not internal on Wells Avenue.

Motion by Commissioner Richard Jerman, seconded by Commissioner Brandy Ioppolo, to approve and refer the Marsden Building PD Rezone to the Board of County Commissioners. The motion passed unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

CLOSING BUSINESS

Approval of the 2026 Planning & Zoning Commission Meeting Dates

Motion by Commissioner Dan Lopez, seconded by Commissioner Lourdes Aguirre, to approve the 2026 P&Z Commission Board meeting dates as submitted. The motion passed unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Elections for Chair and Vice Chair

Commissioner Richard Jerman nominated Commissioner Carissa Lawhun to Chairman. The Board approved the nomination with no additional nominations on the floor.

Chairman Carissa Lawhun nominated Commissioner Brandy Ioppolo to Vice Chairman. The Board approved the nomination with no additional nominations on the floor.

The motions carried unanimously.

Development Services Manager's Report

Jose Gomez, Director of Development Services, stated that he is leaving Seminole County and this is his last meeting with this Board. He looks forward to seeing them in other capacities in the future. Dagmarie Segarra, Deputy Development Services Director will be serving as the lead Staff at the P&Z meetings.

Neysa Borkert, Deputy County Attorney, stated that Mr. Jim Potter, Professional Engineer, will be in attendance, as well as Mike Rhodes, the Interim Development Services Director. The position will be posted soon.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:33 PM.

File Number: 2025-1142

Title:

Vantage Bank Special Exception - Consider a Special Exception to allow the use of a bank in the OP (Office) zoning district on approximately 1.52 acres, located on the corner of SR 434, and East of Lake Brantley Dr; BS# 2025-12 (Vanessa Johnson - Vantage Properties, LLC, Applicant) District3 - Constantine (**Annie Sillaway, Principal Planner**)

Division:

Development Services

Authorized By:

Mike Rhodes - Interim Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicant is requesting a Special Exception to reinstate the operation of a bank on the subject property. The property has a Future Land Use of Office and OP (Office) zoning, where banks are only allowed via a Special Exception.

The property was originally approved for a bank by the Board of Adjustment on September 17, 1984. In 1996, the Board of Adjustment approved a Special Exception to reinstate the bank use after the facility had been vacant for more than 180 days, causing the previous Special Exception to expire. Pursuant to Section 30.3.6 of the Seminole County Land Development Code (SCLDC), when a Special Exception use is discontinued or abandoned for 180 days or longer, the future use of the land shall revert to the permitted uses in the district in which said land is located, and a new Special Exception is required for the proposed use.

Due to the property not being used as a bank for more than 180 days, the Special Exception has expired; therefore, necessitating the need for another Special Exception.

No site improvements are being proposed at this time, and the existing building will be reoccupied as a bank. On March 2, 2022, the existing TD Bank approved a site plan to remove a retaining wall, sidewalk, and parking areas behind the drive-thru and relocate the parking toward the front of the property. The approved site plan meets the SCLDC requirements for required landscape buffers, and off-street parking requirements for the use of a bank.

STAFF FINDINGS

In reviewing Special Exception requests, Section 30.3.1.5(a) of the SCLDC requires that the Planning and Zoning Commission hold a public hearing to consider the proposed Special Exception and submit written recommendations to approve of conditions or deny the request to the Board of County Commissioners for official action. After reviewing the Special Exception request and a public hearing, the Board of County Commissioner may approve the request if it is determined that the use requested:

(1) Is not detrimental to the character of the area or neighborhood or inconsistent with trends of development in the area:

Staff Analysis:

The use of the site as a bank has been established since 1984. The site was originally approved for the use of a bank by the Board of Adjustment on September 17, 1984; the Special Exception was reinstated in 1996 after the use had been discontinued for 180 days.

The Applicant will be using the same drive thru lanes, existing building square feet, and off-street parking.

The existing trend of development of the area is residential, office, and commercial uses; the corner site on the west of the subject site currently operates as a Seacoast Bank.

(2) Does not have an unduly adverse effect on existing traffic patterns, movements and volumes:

Staff Analysis:

The subject site has been utilized as a bank intermittently since 1984. At time of original approval the use was evaluated for traffic impacts; therefore, the bank is not expected to have an unduly adverse effect on existing traffic patterns, movements and volumes.

(3) Is consistent with the County's Comprehensive Plan:

Staff Analysis:

The subject property has a Future Land Use designation of Office. Pursuant to the Seminole County Comprehensive Plan, the purpose and intent of this land use designation is to identify locations for a variety of office uses and allow for the conversion of existing residential structures to low intensity (residential professional) office uses. This Land Use permits the use of a bank, when approved through the Special Exception process.

Further, the requested Special Exception to allow the use of a bank would not increase the Floor Area Ratio (F.A.R.) above 0.35, which is the maximum allowed intensity in the Office Future Land Use; therefore, the request is consistent with the Seminole County Comprehensive Plan.

(4) Will not adversely affect the public interest:

Staff Analysis:

The use of a bank has been established on the subject site since 1984. Along SR 434, there is an existing Seacoast bank and existing professional office establishments. Therefore, granting the subject Special Exception will not adversely affect public interest.

(5) Meets any Special Exception criteria described in *Additional Use Standards*.

Staff Analysis:

Not applicable to this request.

(6) Meets the following additional requirements if located in the OP (Office) zoning district:

(i) Is consistent with the general zoning category and plan of the OP (Office) District.

Staff Analysis:

The use of a bank is consistent with the zoning category of Office with the intent of an office use that provides a transactional service to their bank members. The site currently has two (2) access points: The primary access point is from SR 434, which is classified as an arterial roadway, and the secondary access point is from Lake Brantley Drive, which is classified as a local road. The existing site will not introduce any noise or heavy commercial operations. Overall, the continued use of the site as a bank can be found to satisfy the OP District's purpose of promoting orderly, low-intensity development that blends with nearby residential areas while maintaining

appropriate access and circulation characteristics.

(ii) Is compatible with the concept of low intensity of land usage and site coverage.

Staff Analysis:

A bank is considered a low traffic generator with limited noise and operational impacts compared to retail and commercial uses. The hours of operation are daytime hours between 9 a.m.- 5 p.m. (with some mid-week extensions to 6:00 p.m.) Monday - Friday and 9 a.m. - 5 p.m. on Saturday. The bank use is primarily inside the building with vehicles utilizing the drive-thru sporadically throughout the day. The size of the existing building 3,228 square feet, which is compatible with the surrounding office and bank uses in the surrounding area.

(iii) Has access to urban services, such as sewer, water, police, fire, and related services.

Staff Analysis:

The existing building is already connected to water and sewer, and the subject property is addressed for police and fire to locate the site.

(iv) Will not create, by reason of its characteristics, a requirement for the granting of a variance as a prerequisite to the granting of said special exception, especially (by way of illustration and not limitation) variances relating to setbacks, lot size, building height, access, or parking and loading.

Staff Analysis:

During the review of the conceptual plan, the Applicant demonstrated that the subject site meets the minimum building setbacks, lot size, width at building line, building height, and the minimum off-street parking requirements for a bank.

Community Meeting

Per Sec. 30.3.5.1 - The Division Manager may waive the required Community Meeting, based upon the needs of the abutting communities or the County, as a result of generally accepted land use planning practices and principles. Because the property has been continuously used as a bank since its original approval in 1984, the requirement for a community meeting has been waived for this Special Exception request.

Planning and Zoning Commission

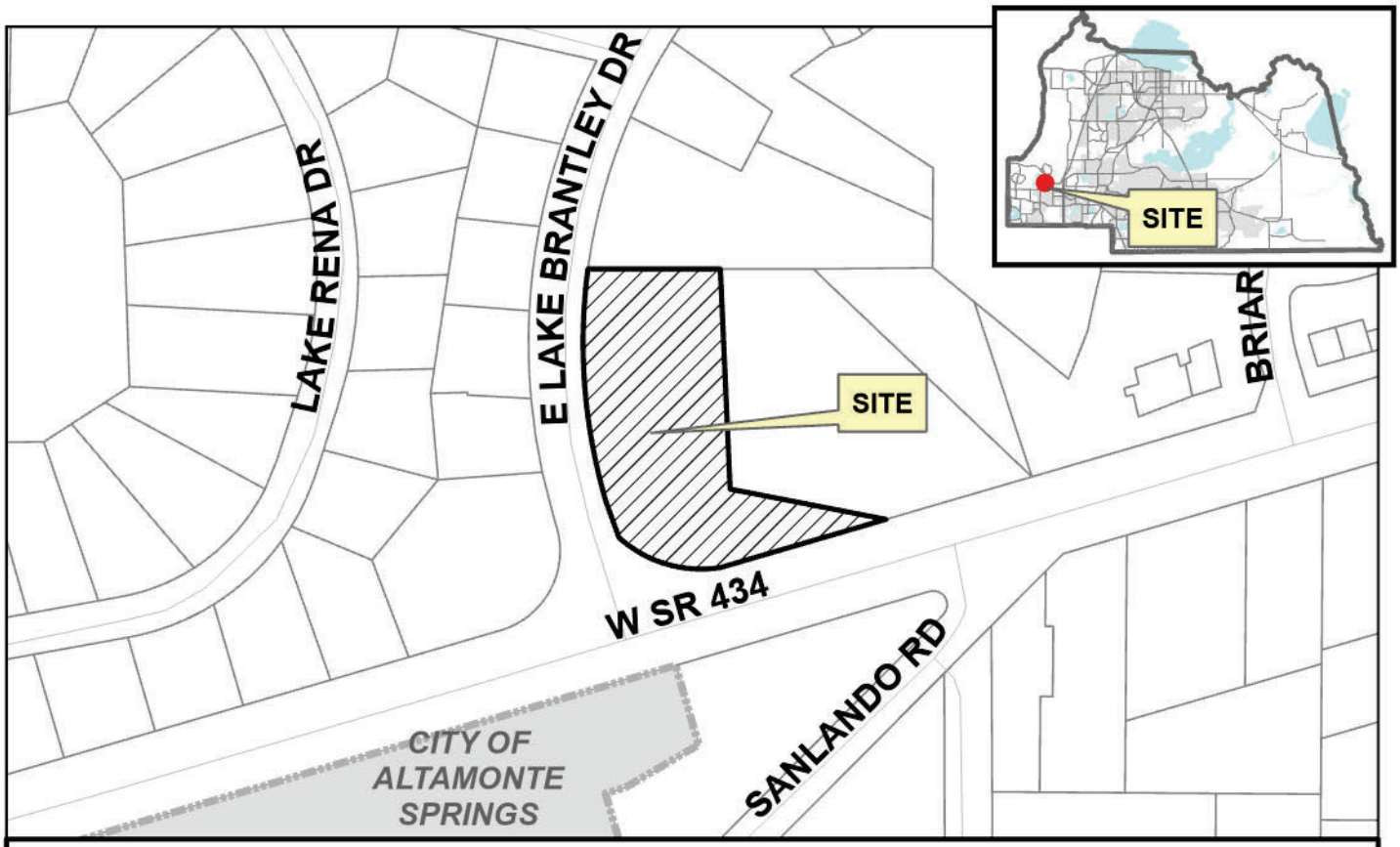
The Planning and Zoning Commission met on December 3, 2025, and voted

unanimously to recommend the Board of County Commissioners approve the Special Exception and the associated Development Order, to allow the use of a bank in the OP (Office) zoning district on approximately 1.52 acres, located at the corner of SR 434 and E Lake Brantley Dr.

Requested Action:

Staff requests the Board of County Commissioners approve the Special Exception as per the following motion:

Based on Staff's findings and testimony and evidence received at the hearing, the Board of County Commissioners finds the request meets the identified portions of the Seminole County Land Development Code and moves to approve the Special Exception to allow, with the conditions stated in the Development Order, a bank in the OP (Office) district.



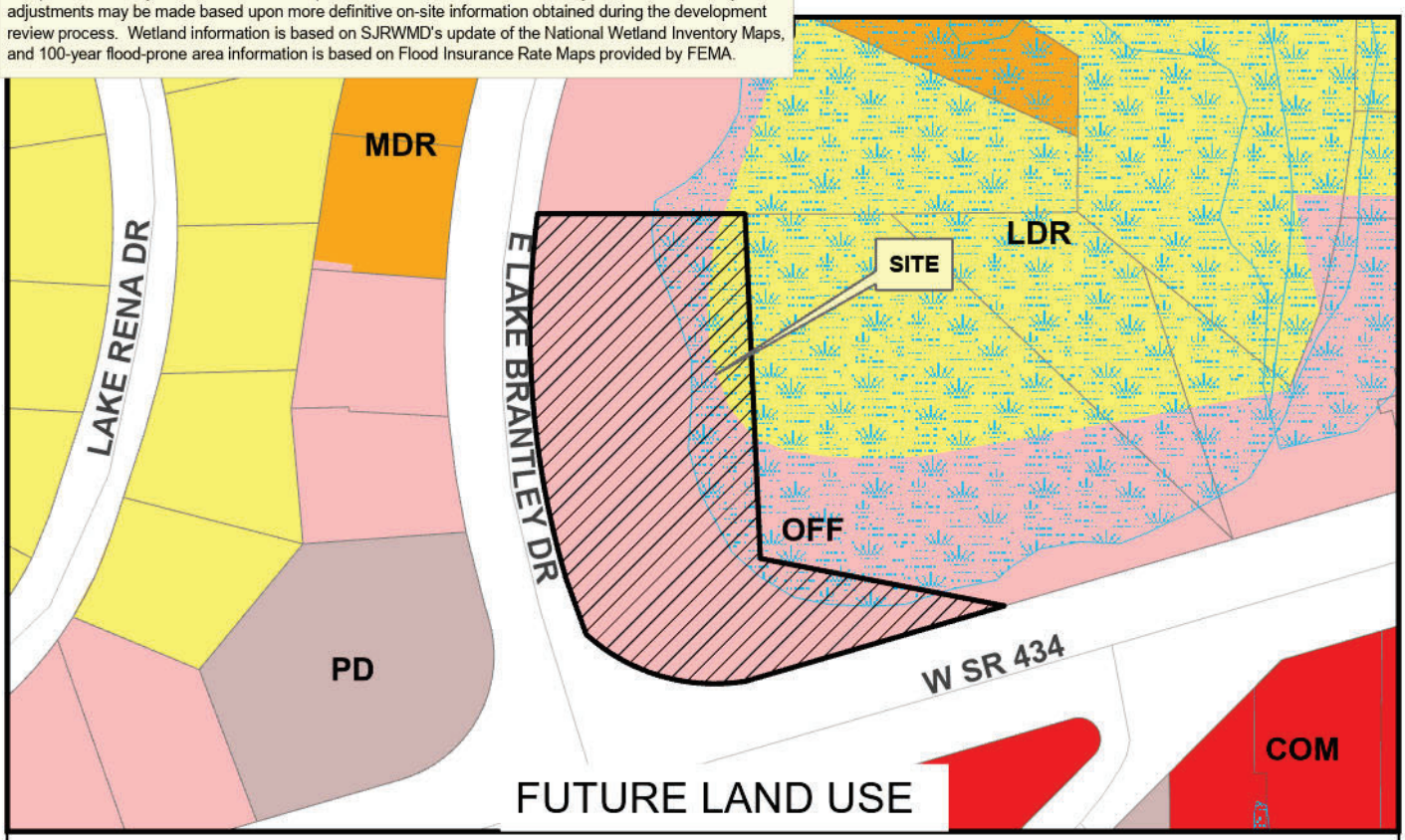
Project Name: Vantage Bank Special Exception
Applicant: Vanessa Johnson, Vantage Properties LLC
Project Number: 25-32000012 BS2025-012

Parcels

Date: 10/24/2025

Name Z2025-012LocationAerial

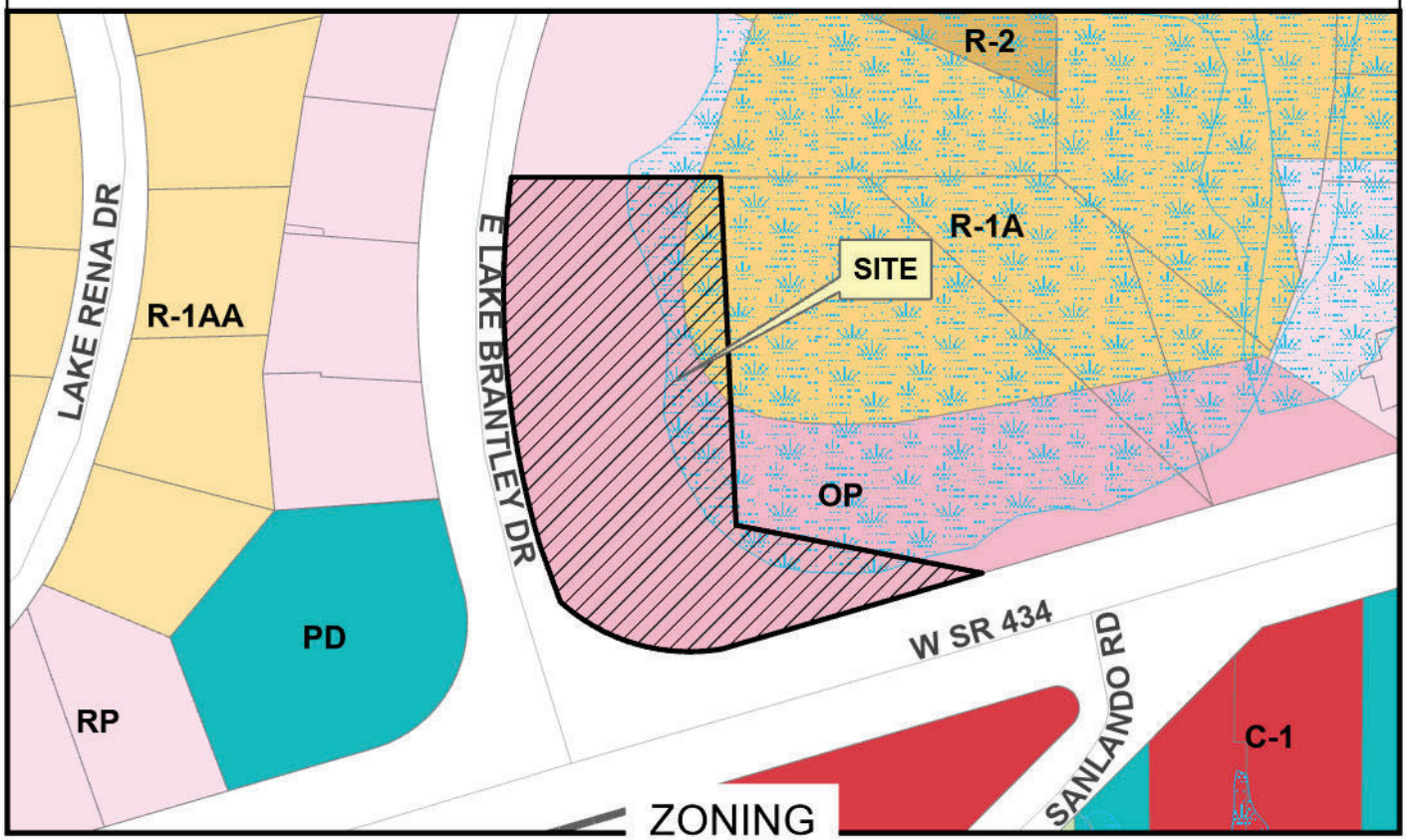
The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



CONS COM LDR MDR OFF PD PUB

Project Name: Vantage Bank Special Exception
Applicant: Vanessa Johnson, Vantage Properties LLC
Parcel ID: 04-2129-300-003F-0000
2675 W SR 434 Longwood, FL 32779
Project Number: 25-32000012 BS2025-012

FLU: Office
Zoning: OP



Date: 10/24/2025

Name Z2025-0012FluZonePg

CONS A-1 R-1AA R-1A R-2 RP OP C-1 PD

SEMINOLE COUNTY
APPROVAL DEVELOPMENT ORDER

On January 13, 2026, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Exhibit B
Legal Description

(The above described legal description has been provided by Seminole County Property Appraiser.)

A. FINDINGS OF FACT

Property Owner: Citrus Bank
3450 Clark Road
Sarasota, FL 34231

Project Name: VANTAGE/PNC BANK - SPECIAL EXCEPTION

Requested Development:

Consider a Special Exception to allow the use of a bank in the OP (Office) zoning district.

The findings reflected in the record of the January 13, 2026, Board of County Commissioner's meeting is incorporated in this Order by reference.

B. CONCLUSIONS OF LAW

The development approval sought is consistent with the Seminole County Comprehensive Plan and is in compliance with applicable land development regulations and all other applicable regulations and ordinances.

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits, including all impact fee

ordinances, to the extent that such requirements are not inconsistent with this Development Order.

(3) The conditions upon this development approval are as follows:

a. The Special Exception granted applies only to the use of a bank as depicted on the Special Exception Site Plan.

b. The layout of the proposed uses will be substantially consistent with that which is depicted on the Special Exception Site Plan, attached hereto as “Exhibit A”.

c. Any future development of the subject property described in “Exhibit B”, will require approval of a site plan that meets all applicable Seminole County Land Development Code requirements including, but not limited to, Chapter 40.

d. The hours of operation are Monday through Friday from 9:00 a.m. – 5:00 p.m. (with some mid-week extensions to 6:00pm), Saturday from 9:00 a.m. – 1:00 p.m., and Sunday – Closed.

(4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(7) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Done and Ordered on the date first written above.

By: _____
Andria Herr, Chairman
Board of County Commissioners

EXHIBIT A
Site Plan

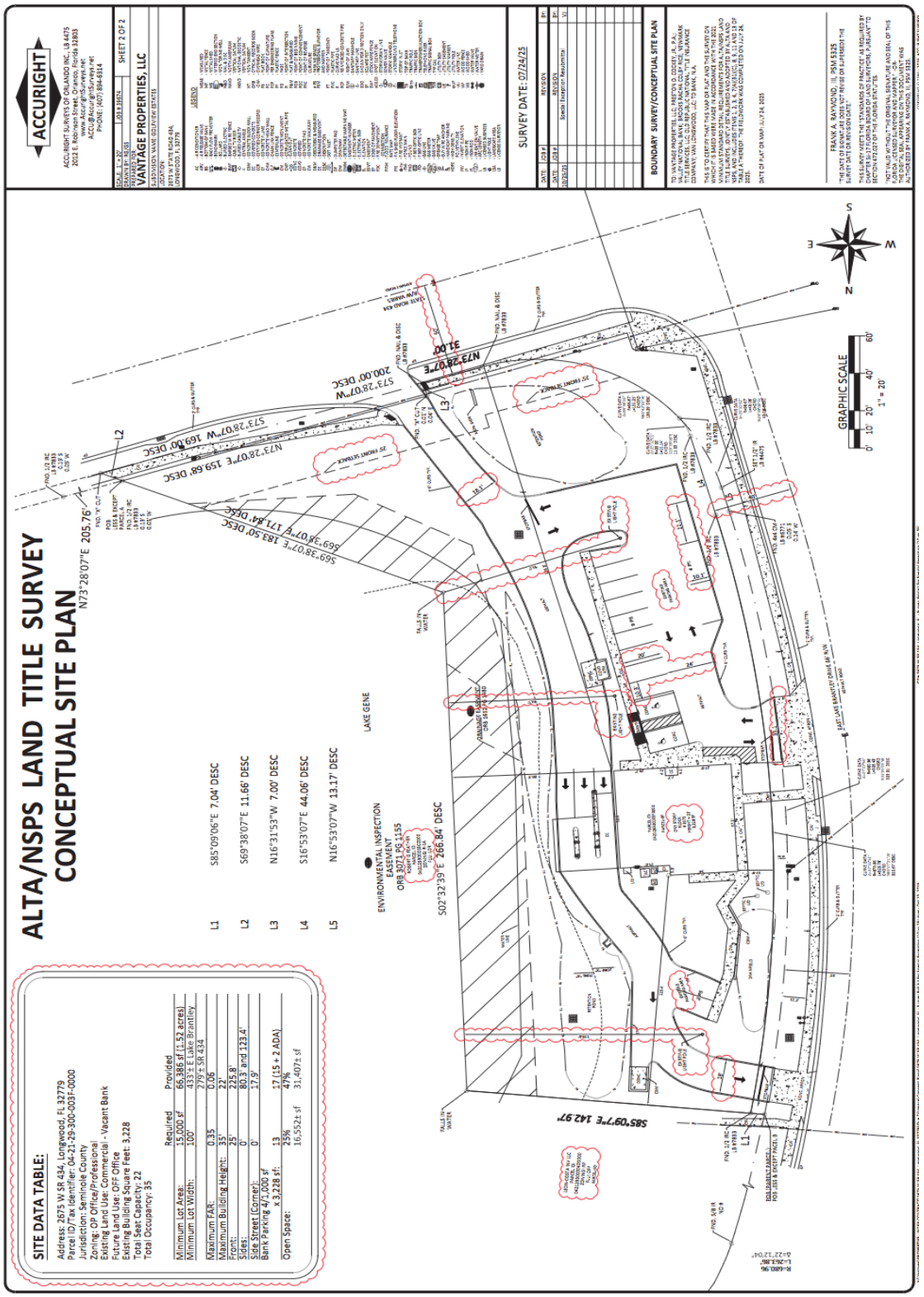


EXHIBIT B
Legal Description

From the East Quarter corner of Section 4, Township 21 South, Range 29 East, Seminole County, Florida, run thence North 89 degrees 48 minutes 34 seconds West a distance of 586.40 feet to a point on the East right of way line of East Lake Brantley Drive; thence Southerly along said East right of way line a distance of 47.22 feet to a concrete monument at the Southwest corner of Lot 1, Block A, of GOLF VIEW ESTATES SECTION OF MEREDITH MANOR UNIT I, as per Plat thereof recorded in Plat Book 13, Page 20, Public Records of Seminole County, Florida, said point being the P.C. of a curve concave Westerly, having a radius of 1178.92 feet, run thence along the arc of said curve a distance of 675.50 feet to the P.T.; thence South 32 degrees 46 minutes 53 seconds West along said East right of way line a distance of 27.00 feet to the P.C. of a curve concave Easterly, having a radius of 680.96 feet; run thence along said East right of way line and the arc of said curve a distance of 263.86 feet for a POINT OF BEGINNING; thence departing from said right of way line, run South 85 degrees 09 minutes 07 seconds East a distance of 150.00 feet; thence South 02 degrees 32 minutes 39 seconds East a distance of 266.84 feet; thence run South 69 degrees 38 minutes 07 seconds East 183.50 feet to a point on the Northerly right of way line of State Road 434; run thence South 73 degrees 28 minutes 07 seconds West along the Northerly right of way line of State Road 434 a distance of 200.00 feet to the P.C. of a curve concave Northerly, having a radius of 96.67 feet; run thence along the arc of said curve through a central angle of 89 degrees 38 minutes 46 seconds a distance of 151.25 feet to the P.T.; run thence North 16 degrees 53 minutes 07 seconds West along the Easterly line of East Lake Brantley Drive a distance of 13.17 feet to the P.C. of a curve concave Easterly, having a radius of 680.96 feet through a central angle of 27 degrees 27 minutes 56 seconds a distance of 326.43 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING 2 PARCELS:

Parcel A

As shown in Official Records Book 1663, Page 542 - Parcel No. 138, Section 77580-2605, that part of: A parcel of Land in Section 4, Township 21 South, Range 29 East, Seminole County, Florida, described as follows:

From the East Quarter corner of said Section 4, run thence North 89 degrees 48 minutes 34 seconds West a distance of 586.40 feet to a point on the East right of way line of East Lake Brantley Drive; thence Southerly along said East right of way line a distance of 47.22 feet to a concrete monument at the Southwest corner of Lot 1, Block A of GOLF VIEW ESTATES SECTION OF MEREDITH MANOR UNIT I, as per Plat thereof recorded in Plat Book 13, Page 20, Public Records of Seminole County, Florida, said point being the P.C. of a curve, concave Westerly, having a radius of 1178.92 feet; run thence along the arc of said curve a distance of 675.50 feet to the P.T.; thence South 32 degrees 46 minutes 53 seconds West along said East right of way line a distance of 27.0 feet to the P.C. of a curve concave Easterly, having a radius of 680.96

feet; run thence along said East right of way line and the arc of said curve a distance of 263.86 feet; thence departing from said right of way line, run South 85 degrees 09 minutes 07 seconds East a distance of 150.00 feet; thence South 02 degrees 32 minutes 39 seconds East a distance of 266.84 feet; thence run South 69 degrees 38 minutes 07 seconds East 171.84 feet to the POINT OF BEGINNING; thence continue South 69 degrees 38 minutes 07 seconds East 11.66 feet; thence run South 73 degrees 28 minutes 07 seconds West 169.00 feet along the Northerly right of way line of State Road No. 434; thence run North 16 degrees 31 minutes 53 seconds West 7.00 feet; thence North 73 degrees 28 minutes 07 seconds East 159.68 feet to the POINT OF BEGINNING.

PARCEL B

As shown in Official Records Book 1652, Page 1479 - from the East Quarter corner of Section 4, Township 21 South, Range 29 East, Seminole County, Florida, run thence North 89 degrees 48 minutes 34 seconds West a distance of 586.40 feet to a point on the east right of way line of East Lake Brantley Drive; thence Southerly along said East right of way line a distance of 47.22 feet to a concrete monument at the Southwest corner of Lot 1, Block A of GOLF VIEW ESTATES SECTION OF MEREDITH MANOR UNIT I as per Plat thereof recorded in Plat Book 13, Page 20, Public Records of Seminole County, Florida, said point being the P.C. of a curve concave Westerly, having a radius of 1178.92 feet; run thence along the arc of said curve a distance of

675.50 feet to the P.T.; thence South 32 degrees 46 minutes 53 seconds West along said East right of way line a distance of 27.0 feet to the P.C. of a curve concave Easterly, having a radius of 680.96 feet; run thence along said East right of way line and the arc of said curve a distance of 263.86 feet to the POINT OF BEGINNING; thence departing said right of way run South 85 degrees 09 minutes 06 seconds East 7.04 feet; thence run Southerly 323.78 feet along the arc of a curve concave Easterly, said curve being 7 feet Easterly of and parallel to the aforementioned Easterly right of way line of East Lake Brantley Drive having a radius of 673.96 feet and a central angle of 27 degrees 31 minutes 31 seconds; thence run South 16 degrees 53 minutes 07 seconds East 44.06 feet; thence run Southerly 11.14 feet along the arc of a curve concave Easterly having a radius of 25.00 feet and a central angle of 25 degrees 32 minutes 02 seconds; thence run along said Easterly right of way line the following three courses; Northwesterly 43.08 feet along the arc of a curve concave Northeasterly having a radius of 96.67 feet, a central angle of 25 degrees 32 minutes 02 seconds and a chord of 42.73 feet that bears North 29 degrees 39 minutes 08 seconds West; North 16 degrees 53 minutes 07 seconds West 13.17 feet; Northerly 326.43 feet along the arc of a curve concave Easterly having a radius of 680.96 feet and a central angle of 27 degrees 27 minutes 56 seconds to the POINT OF BEGINNING.

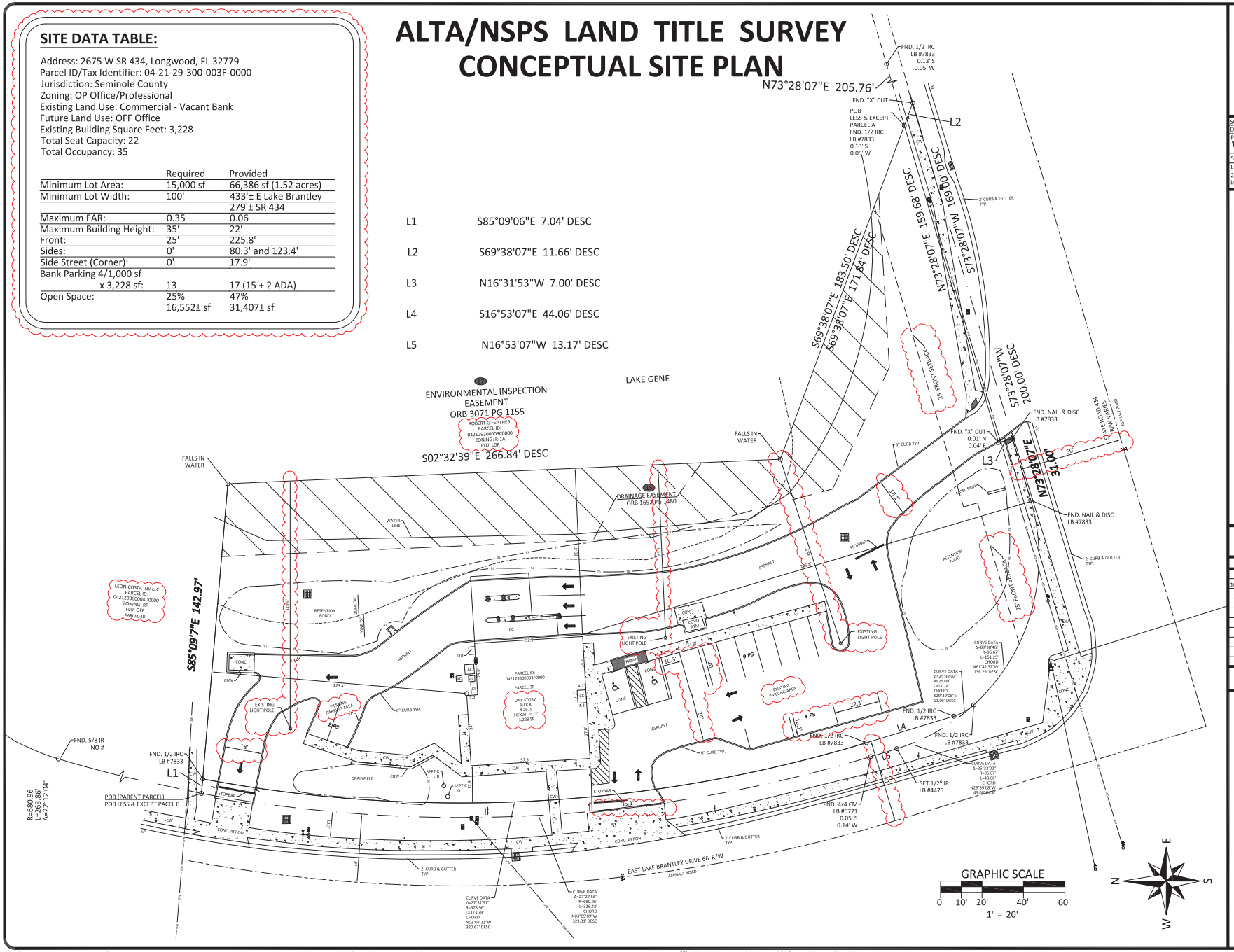
ALTA/NSPS LAND TITLE SURVEY
CONCEPTUAL SITE PLAN

SITE DATA TABLE:

Address: 2675 W SR 434, Longwood, FL 32779
Parcel ID/Tax Identifier: 04-21-29-300-003F-0000
Jurisdiction: Seminole County
Zoning: OP Office/Professional
Existing Land Use: Commercial - Vacant Bank
Future Land Use: OFF Office
Existing Building Square Feet: 3,228
Total Seat Capacity: 22
Total Occupancy: 35

	Required	Provided
Minimum Lot Area:	15,000 sf	66,386 sf (1.52 acres)
Minimum Lot Width:	100'	433'± E Lake Brantley
		279'± SR 434
Maximum FAR:	0.35	0.06
Maximum Building Height:	35'	22'
Front:	25'	225.8'
Sides:	0'	80.3' and 123.4'
Side Street (Corner):	0'	17.9'
Bank Parking 4/1,000 sf x 3,228 sf:	13	17 (15 + 2 ADA)
Open Space:	25% 16,552± sf	47% 31,407± sf

L1	S85°09'06"E 7.04' DESC
L2	S69°38'07"E 11.66' DESC
L3	N16°31'53"W 7.00' DESC
L4	S16°53'07"E 44.06' DESC
L5	N16°53'07"W 13.17' DESC



ACCURIGHT
ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

SCALE: 1" = 20' | JOB # 59674 | SHEET 2 OF 2
DRAWN BY: RG/GS

PREPARED FOR:
VANTAGE PROPERTIES, LLC

SUBDIVISION NAME: GOLFVIEW ESTATES

LOCATION:
2675 W STATE ROAD 434,
LONGWOOD, FL 32779

LEGEND

AC	- AIR CONDITIONER	MEAS	- MEASURED
ARV	- AIR RELEASE VALVE	MF	- METAL FENCE
BB	- BOTTOM OF BANK	MS	- METAL SHED
BFP	- BACK FLOW PREVENTER	MES	- MITERED END SECTION
BM	- BENCHMARK	MW	- MONITORING WELL
B	- BOLLARD	N&D	- NAIL & DISC
BE	- BURIED ELECTRIC	NAVD	- NORTH AMERICAN VERTICAL DATUM
BWF	- BARBED WIRE FENCE	NGVD	- NATIONAL GEODETIC VERTICAL DATUM
CATV	- CABLE TV RISER	NT	- NON-TANGENT
C	- BURIED CABLE TV	ORB	- OFFICIAL RECORDS BOOK
Δ	- CENTRAL ANGLE	OHW	- OVERHEAD WIRE
CBW	- CONCRETE BLOCK WALL	PB	- PLAT BOOK
CC	- COVERED CONCRETE	PC	- POINT OF CURVATURE
CCR	- CERTIFIED CORNER RECORD	PEP	- PER ENGINEERING PLANS
CF	- CONCRETE FLUME	PF	- PICKET FENCE
CHW	- CONCRETE HEAD WALL	PG	- PAGE
CLF	- CHAIN LINK FENCE	PI	- POINT OF INTERSECTION
CL	- CENTERLINE	P&M	- PLAT & MEASURED
CM	- CONCRETE MONUMENT	POB	- POINT OF BEGINNING
CMP	- CORRUGATED METAL PIPE	POC	- POINT OF COMMENCEMENT
●CO	- CLEAN OUT	PRC	- POINT OF REVERSE CURVATURE
CONC	- CONCRETE	# PS	- PARKING SPACES
COVD	- COVERED	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
CP	- CONCRETE PAD	PT	- POINT OF TANGENCY
CW	- CONCRETE WALKWAY	PVC	- PLASTIC PIPE
D&M	- DEED/DESC & MEASURED	R	- CURVE RADIUS
DE	- DRAINAGE EASEMENT	RCP	- REINFORCED CONCRETE PIPE
DESC	- DESCRIPTION	R/W	- RIGHT OF WAY
DI	- DOT INLET	SMH	- SANITARY MANHOLE
DP	- DUMPSTER PAD	S	- SANITARY LINE
DW	- DRIVEWAY	SOO	- SHOWN FOR DIRECTION ONLY
DWM	- DETECTABLE WARNING MAT	SF	- SQUARE FEET
E	- EASEMENT NUMBER	SWF	- STOCK WIRE FENCE
EM	- ELECTRIC METER	x00.00	- SPOT ELEVATION
EB	- ELECTRICAL BOX	-D-	- STORM/DRAIN LINE
EL	- ELEVATION	SV	- SEWER VALVE
ESMT	- EASEMENT	SM	- STORM MANHOLE
EP	- EDGE OF PAVEMENT	TF	- UNDERGROUND TELEPHONE
FDC	- FIRE DEPARTMENT CONNECTION	TB	- STORM INLET
FIRM	- FLOOD INSURANCE RATE MAP	TP	- TOP OF BANK
FFE	- FINISHED FLOOR ELEVATION	TP	- TRAFFIC POLE
FH	- FIRE HYDRANT	TS	- TRAFFIC SIGN
FM	- FORCE MAIN	TB	- TRANSFORMER/JUNCTION BOX
FND	- FOUND	TP	- TELEPHONE RISER
FO	- FIBER OPTIC BOX	TS	- TRAFFIC SIGNAL BOX
FO	- FIBER OPTIC LINE	TYP	- TYPICAL
G	- GAS LINE	UB	- UTILITY BOX
GM	- GAS METER	UE	- UTILITY EASEMENT
GV	- GAS VALVE	UM	- UTILITY MARKER
GA	- GREASE TRAP	UP	- UTILITY POLE
GW	- GUY WIRE ANCHOR	-W-	- WATER LINE
HC	- HANDICAP PARKING	WF	- WOOD FENCE
HDPE	- HIGH DENSITY POLYETHYLENE	WS	- WOOD SHED
INV	- INVERT ELEVATION	WV	- WATER VALVE
IP	- IRON PIPE	WM	- WATER METER
IR	- IRON ROD	YD	- YARD DRAIN
IRR	- IRRIGATION VALVE		
L	- ARC LENGTH		
LB	- LICENSED BUSINESS		
LP	- LIGHT POLE		
LSA	- LANDSCAPE AREA		
LS	- LICENSE SURVEYOR		

SURVEY DATE: 07/24/25

DATE:	JOB #	REVISION	BY:
DATE:	JOB #	REVISION	BY:
10/25/25		Special Exception Resubmittal	VJ

BOUNDARY SURVEY/CONCEPTUAL SITE PLAN

TO: VANTAGE PROPERTIES, LLC; PRESTON O. COCKEY, JR., P.A.; VALLEY NATIONAL BANK; BROOKS RACHA COLBY RICE; NEWMARK TITLE SERVICES, LLC; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; VAN LONGWOOD, LLC; TD BANK, N.A.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A)(B1)(C), 8, 9, 11 AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JULY 24, 2025.

DATE OF PLAT OR MAP: JULY 24, 2025

FRANK A. RAYMOND, III, PSM 5325
"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE SURVEY DATE OR REVISION DATE."

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." -OR-
THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRANK A. RAYMOND, III, PSM 5325.

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607

September 11, 2025

Seminole County Planning & Development Division
1101 East First Street
Sanford, FL 32771
Via Email: eplandesk@seminolecountyfl.gov

RE: 2675 W SR 434, Longwood, FL 32779 – Special Exception Use for PNC Bank

SPECIAL EXCEPTION STATEMENT OF REQUEST

The property located at 2675 W. State Road 434, Longwood, FL has operated as a bank since 1986. Under the current OP zoning designation, a bank use is permitted only by Special Exception. Following the closure of TD Bank on April 26, 2024, the building has remained vacant for more than 180 days, prompting this request for approval of the proposed new tenant, **PNC Bank**.

The site encompasses 1.52 acres of developed land and includes an existing 3,295± square-foot bank building with three drive-thru lanes, a covered ATM, 17 parking spaces, site lighting, signage, and landscaping. Utilities are provided as follows: water service by Seminole County Utilities, electric service by Duke Energy, and a private septic system with drain field for sewer/waste. Stormwater is managed via existing storm drains and sheet flow into the lake, a portion of which lies on the property. Site access is available from both East Lake Brantley Drive and West State Road 434.

Surrounding uses include:

- North: administrative office building
- South (across SR 434): outdoor furniture store
- East: densely vegetated land and a lake
- West (across East Lake Brantley Drive): eyecare offices, construction company offices, and a bank

The proposed PNC branch is expected to employ approximately six staff members on-site at a time and operate with the following hours:

- Monday–Friday: 9:00 AM – 5:00 PM (with some mid-week extensions to 6:00 PM)
- Saturday: 9:00 AM – 1:00 PM
- Sunday: Closed (with limited exceptions for grocery-store locations)
- Drive-thru: Typically opens about 30 minutes earlier than lobby hours

Additionally, we respectfully request a waiver of the **Community Meeting** given the property has functioned as a bank for nearly 40 years without adverse impact, and no major modifications to the site are anticipated.

From: Thomas Hewitt
To: Sillaway, Annie
Subject: Vantage Bank Special Exception
Date: Wednesday, November 26, 2025 4:09:42 PM

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Technology Security Team or contact 311Support at CSDSupport@seminolecountyfl.gov

Annie,

I am sending you this email to show my support in favor of Vantage Bank going in at SR 434 & E Lake Brantley Rd.

Thanks,

Thomas W Hewitt
Mangaing Owner
Wekiva 434 LLC

SEMINOLE COUNTY, FLORIDA

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

Meeting Minutes - Draft

Wednesday, December 3, 2025

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Tim Smith, Richard Jerman, Carissa Lawhun, Dan Lopez, Mike Lorenz, Brandy Ioppolo, and Lourdes Aguirre

Opening Statement

The meeting convened at 6:00 PM with Chairman Mike Lorenz leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Jose Gomez, Development Services Director, Dagmarie Segarra, Deputy Development Services Director, Neysa Borkert, Deputy County Attorney, Annie Sillaway, Principal Planner, Kaitlyn Apgar, Senior Planner, and Tammy Brushwood, Clerk to the P&Z Board

Accept Proof of Publication

Motion by Commissioner Richard Jerman, seconded by Commissioner Brandy Ioppolo, to approve the Proof of Publication. The motion passed unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Approval of Minutes

Motion by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve the October 1, 2025 P&Z Minutes, as submitted. The motion pass unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

NEW BUSINESS

Public Hearing Items:

1. Vantage Bank Special Exception - Consider a Special Exception to allow the use of a bank in the OP (Office) zoning district on approximately 1.52 acres, located at the corner of SR 434 and E Lake Brantley Dr; (BS2025-12); (Vanessa Johnson, Vantage Properties LLC, Applicant); District3 - Constantine; (Annie Sillaway, Principal Planner).

   Annie Sillaway, Principal Planner with Development Services, presented this item as stated in the Staff report. She further stated that the Applicant is requesting a Special Exception to reinstate the operation of a bank on the subject property, located at the corner of SR 434 and E Lake Brantley Dr on approximately 1.52 acres. The property has a Future Land Use of Office and OP (Office) zoning, which allows for the use of a bank if approved via a Special Exception. The property was originally approved to operate as a bank by the Board of Adjustment on September 17, 1984. In 1996, the Board of Adjustment approved a Special Exception to reinstate a bank use after the facility had been vacant for more than 180 days, causing the previous Special Exception to expire. Pursuant to Section 30.3.6 of the Seminole County Land Development Code (SCLDC), when a Special Exception use is discontinued or abandoned for 180 days or longer, the future use of the land shall revert to the

permitted uses in the district in which said land is located, and a new Special Exception is required for the proposed use. Due to the property not being used as a bank for more than 180 days, the Applicant, Vantage Bank, is required to obtain a new Special Exception to continue the banking use on the site. No site improvements are being proposed at this time, and the existing building will be reoccupied as a bank. Based on staff's analysis of the Special Exception criteria, the proposed use is not detrimental to the character of the surrounding area and is consistent with existing development patterns. The area to the north and west consists of residential professional office uses within the RP (Residential Professional) zoning district. Across Lake Brantley Drive, adjacent to the subject property, is an existing Seacoast Bank zoned PD (Planned Development), which permits banking uses. The use will not adversely affect the public interest, as a bank has continuously operated on the site since 1984. Regarding traffic patterns, the property contains an existing building with two established access points: primary access is on SR 434, and the secondary access is on Lake Brantley Road. These access points will not introduce additional noise or heavy commercial activity and are compatible with the surrounding residential areas while maintaining appropriate circulation for the bank. The proposed Special Exception does not increase the Floor Area Ratio beyond the maximum allowable Floor Area Ratio of 0.35. The Applicant is complying with the Additional Use Standard Criteria subsection (b) (1-4), for sites located in the OP (Office) zoning district. The site is compatible with the concept of low intensity of the OP zoning district and is compatible with the low intensity of land use and site coverage, has adequate access to urban services such as water and sewer, police and fire, and the use of a bank will not create, by reason of its characteristics a requirement for granting a variance, as stated in the agenda package. Per Section 30.3.5.1, the Division Manager may waive the required Community Meeting, based upon the needs of the abutting communities or the County, as a result of generally accepted land use planning practices and principles. Because the property has been continuously used as a bank since its original approval in 1984, the requirement for a community meeting has been waived for this Special Exception request. An email by Thomas Hewitt was received in support of this request, which has been provided to the Board. Staff finds the request meets the identified portions of Section 30.3.1.5 - Special Exceptions of the Seminole County Land Development Code; therefore, staff requests the Planning and Zoning Commission recommend the Board of County Commissioners approve the Special Exception and the associated Development Order, to allow the use of a bank in the OP (Office) zoning district.

Greg Nowak, for the applicant, of St. Petersburg, Florida, stated that the bank has continuously operated as a bank and has been shutdown for 180 days, therefore they are required to go through this process. They're happy to answer any questions that the Board may have.

No one from the audience spoke in favor or in opposition to this request.

Motion by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman, to approve and refer the Vantage Bank Special Exception to the Board of County Commissioners. The motion carried unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

2. Marsden Building PD Rezone- Consider a Rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on the southeast corner of Division Street and Wells Avenue; (Z2025-07); (Daniel Marsden, Applicant); District 4 - Lockhart; (Kaitlyn Apgar, Senior Planner).

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the applicant is requesting the approval for a Rezone from C-2 (General Commercial) to PD (Planned Development) for a proposed office and warehouse building on approximately 0.47 acres, located on the southeast corner of Division Street and Wells Avenue. The property currently has a zoning designation of C-2, General Commercial and a Future Land Use of Mixed Use Development. This future land use supports the proposed Planned Development Zoning. The Mixed Use Development Future Land Use allows for a maximum Floor Area Ratio of 1.0. The Applicant is proposing a Floor Area Ratio of 0.2. The property currently exists as a vacant, undeveloped lot. The applicant proposes to develop the site as a trades office with a warehouse component. The warehouse area is accessory to the office use and would exist within the building. The PD proposes sufficient setbacks and buffering between the proposed development and the abutting existing development to the south. The site is currently located within the City of Casselberry's water service area, Seminole County's sewer service area, and outside of any reclaimed water service area. The site will be required to connect to Seminole County's water and sewer systems. Prior to development, the property will be transferred to Seminole County's water service area during the final engineering stage to ensure that both water and sewer services are provided by the same utility provider. The property proposes access onto Division Street, which is classified as a local road. A minimum of twenty-five (25) percent open space is provided on site. The proposed development is consistent with the PD criteria as stated in the staff report. As a summary, the benefits of this development include the provision of expected reduction in vehicle miles traveled per household, new multi-modal connectivity through sidewalk connections and bicycle parking, and innovative development via the integration of trades office and warehouse uses. The PD proposes more than the required tree plantings via the additional buffer provided on the south side and minimizes transportation impacts by promoting accessibility. Consistency with the Comprehensive Plan is achieved through the projected Comprehensive Plan policies. The property is a new single use non-residential development proposing office and very light industrial uses. In order to develop the property as proposed, the Applicant is required to rezone to Planned Development in accordance with Comprehensive Plan Future Land Use Policy 4.2.2(F)(6), as the property is a new development on a non-residentially zoned lot. The proposed building façade is oriented to the west to provide direct pedestrian access and a sidewalk connection to the existing network, thus meeting the walk-able intent of the Future Land Use. Staff finds the proposed PD (Planned Development) zoning classification to be consistent with the Comprehensive Plan. In compliance with

Seminole County Land Development Code Section 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on September 9, 2025 with details of the community meeting provided in the agenda package. Staff requests the Planning and Zoning Commission approve and refer this item to the Board of County Commissioners.

Johnny Herbert, for the applicant, with American Civil Engineering in Winter Springs, Florida. He had nothing else to add and is available for questions.

Grace Edwards of Meredith Street in Fern Park, Florida spoke in opposition to this request. She hasn't seen any plans and doesn't know how contact sensitive this can be given it is immediately adjoining a residential neighborhood. This street has no sidewalks and doesn't understand how it is considered to have pedestrian walkways and walk-ability. There is a school bus stop at this corner. This would be an additional 39 trips per day. There is no safety for the children on the street. No one can walk on this street. This is an environmentally sensitive area with a lot of wildlife directly adjacent to this property. It appears to be a strip mall and asked what the hours of operation would be and lighting, as there is nothing shown on the plans.

Mr. Herbert, in his rebuttal, stated that the sidewalks in question are on US Hwy 17-92, along the front, since currently there is no way for a pedestrian to access from Division Street to US Hwy 17-92. They are putting in a sidewalk that connects back into that region. The site was previously developed as a Wendy's restaurant. The FDOT pond that was put into place cut the land in half, but there was development in that location previously. The use on the project is listed as the trades building, so there is nothing retail about it. It is a trades office that functions during business hours and has a low intensity.

Commissioner Tim Smith asked about the right-of-way for the existing sidewalks. Ms. Apgar responded that it will be off the north side towards Division Street and not internal on Wells Avenue.

Motion by Commissioner Richard Jerman, seconded by Commissioner Brandy Ioppolo, to approve and refer the Marsden Building PD Rezone to the Board of County Commissioners. The motion passed unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

CLOSING BUSINESS

Approval of the 2026 Planning & Zoning Commission Meeting Dates

Motion by Commissioner Dan Lopez, seconded by Commissioner Lourdes Aguirre, to approve the 2026 P&Z Commission Board meeting dates as submitted. The motion passed unanimously.

Aye: Commissioner Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Elections for Chair and Vice Chair

Commissioner Richard Jerman nominated Commissioner Carissa Lawhun to Chairman. The Board approved the nomination with no additional nominations on the floor.

Chairman Carissa Lawhun nominated Commissioner Brandy Ioppolo to Vice Chairman. The Board approved the nomination with no additional nominations on the floor.

The motions carried unanimously.

Development Services Manager's Report

Jose Gomez, Director of Development Services, stated that he is leaving Seminole County and this is his last meeting with this Board. He looks forward to seeing them in other capacities in the future. Dagmarie Segarra, Deputy Development Services Director will be serving as the lead Staff at the P&Z meetings.

Neysa Borkert, Deputy County Attorney, stated that Mr. Jim Potter, Professional Engineer, will be in attendance, as well as Mike Rhodes, the Interim Development Services Director. The position will be posted soon.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:33 PM.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0005

Title:

FY 2025/26 Grant and Project Carryforward Budget Amendment Resolution - Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-008 in the amount of $516,686,432 to carryforward available balances for existing projects, grants, associated revenues, and assigned FY2025/26 Beginning Fund Balances. Countywide **(Timothy Jecks, Management and Budget Director)**

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Sara Carrick/407-665-7180

Background:

It is County policy to fully fund projects and grants based on the completion of a scope or contract, which may cross over multiple fiscal years. This requires that the available year-end project balances and assigned fund balances be re-budgeted in the new year to allow for work to continue. In FY25, there was a total of 835 grant and project-related budgets approved by the Board, of which 273 were completed and 562 are active and being carried forward. A total of $94M is being carried forward related to Grants and Contractual Revenues; $386M is being carried forward for Capital Projects, Fleet, Facilities, Technology, and Equipment; and $36.4M is being returned to Countywide Reserves. See attached reports for more details.

GRANT CARRYFORWARD:

The FY26 amended budget includes 139 grants totaling $94M within various county grant and other restricted funds.

PROJECT CARRYFORWARD:

Infrastructure Sales Tax Program ($101.6M)

The FY26 Carryforward Amendment includes 168 projects totaling $101.6M within the County Infrastructure Sales Tax Funds. Significant projects being carried forward include $21M for New Oxford Rd Widening and $9.3M for Midway Drainage Improvements.

Enterprise Funds Projects ($108.5M)

The FY26 Carryforward Amendment includes 190 projects totaling $108.5M in Water & Sewer Utility, Solid Waste and Wekiva Golf Course Funds. Significant projects being carried forward include $8.9M for Iron Bridge WW Agreement; $6.4M for Pump Station Upgrades; $4.4M for Greenwood Lakes; $3.7M for Utilities System Optimization Project.

Five Points Development Bond Fund ($100.5M)

The FY26 Carryforward Amendment includes $100.5 in bond funds for issued for the CJC renovation phase of the Five Points Development.

Fire Department Projects ($42M)

The FY26 Carryforward Budget includes 82 projects totaling $43.1M. Major projects include $9.4M for Fire Station 23 relocation; $7.6M for Fire Station 25 servicing Casselberry, and $5.5M for Fire Station 42 renovation for Geneva.

Other Project Funds ($32.2M)

The FY26 Carryforward Budget includes $32.2M in restricted funded projects in the Building Fund, E-911 Fund, MSBUs, Attainable Housing Trust Fund, Facilities Fund, and Self Insurance Funds.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-008 in the amount of $516,686,432 to carryforward available balances for existing projects, grants, associated revenues, and restricted FY2025/26 Beginning Fund Balances

FY26 CARRYFORWARD SUMMARY REPORTS

STATUS	#	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
PROJECT CARRYFORWARD	695	563,190,723	158,631,620	404,559,103	(18,531,493)	386,027,611
GRANT CARRYFORWARD	140	169,352,323	57,224,995	112,127,328	(17,916,159)	94,211,170
RESERVES	10				36,447,651	36,447,651
Grand Total	**845**	**732,543,046**	**215,856,615**	**516,686,432**	**-**	**516,686,432**

STATUS	#	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	562	631,627,998	135,875,620	495,752,378	(15,513,597)	480,238,780
COMPLETE	273	100,915,049	79,980,994	20,934,054	(20,934,054)	(0)
RESERVES	10				36,447,651	36,447,651
Grand Total	**845**	**732,543,046**	**215,856,615**	**516,686,432**	**-**	**516,686,432**

STATUS	#	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
PROJECT CARRYFORWARD						
ENTERPRISE FUNDS	190	148,758,839	31,472,644	117,286,196	(8,798,767)	108,487,429
SALES TAX FUND	168	192,676,833	84,712,958	107,963,875	(6,382,774)	101,581,101
FIVE POINTS BOND FUND	4	101,216,310	664,755	100,551,555	-	100,551,555
FIRE FUND	82	54,853,838	11,520,784	43,333,054	(150,004)	43,183,050
RESTRICTED FUNDS	84	37,389,689	16,245,898	21,143,790	(162,738)	20,981,052
GENERAL FUNDS	167	28,295,213	14,014,581	14,280,633	(3,037,209)	11,243,424
PROJECT CARRYFORWARD T	695	563,190,723	158,631,620	404,559,103	(18,531,493)	386,027,611
GRANT CARRYFORWARD	140	169,352,323	57,224,995	112,127,328	(17,916,159)	94,211,170
RESERVES	10				36,447,651	36,447,651
Grand Total	**845**	**732,543,046**	**215,856,615**	**516,686,432**	**-**	**516,686,432**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
00100 GENERAL FUND							
SOURCES							
FUND BALANCE						(12,475,929)	(12,475,929)
GRANT CARRYFORWARD							
ACTIVE	GRANTS	00100 GENERAL FUND	(123,641)		(123,641)		(123,641)
ACTIVE	GRANTS	01918004 GRANT ADMIN-RESOURCE MGT	-	(144,498)	144,498	(466,928)	(322,430)
ACTIVE	GRANTS	02218008 GRANT ADMIN-COMM SVCS	-	(7,685)	7,685	(7,685)	-
ACTIVE	GRANTS	02418005 SPECIAL GRANT PROJECTS	(278,000)	-	(278,000)	-	(278,000)
SOURCES Total			**(401,641)**	**(152,183)**	**(249,458)**	**(12,950,542)**	**(13,200,000)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	00285810 FEMA CONSULTING SVC (00100)	693,333	598,079	95,254	-	95,254
ACTIVE	GRANTS	01918004 GRANT ADMIN-RESOURCE MGT	515,518	337,586	177,932	144,498	322,430
ACTIVE	GRANTS	02218008 GRANT ADMIN-COMM SVCS	50,000	30,301	19,699	7,685	27,384
ACTIVE	GRANTS	02218009 GRANT ADMIN-EMERGENCY MGMT	1,002	-	1,002	-	1,002
ACTIVE	GRANTS	02418005 SPECIAL GRANT PROJECTS	278,000	-	278,000	-	278,000
PROJECT CARRYFORWARD							
ACTIVE	BASE	014001 INTERFUND TRANSFER - 00100				(600,000)	(600,000)
ACTIVE	PROJECTS	02011005 LAND DEVELOPMENT CODE REWRIT	202,522	158,355	44,167	(43,087)	1,080
ACTIVE	PROJECTS	02101019 OUTSIDE ATTORNEY COUNCIL FEES	118,432	2,336	116,097	-	116,097
ACTIVE	PROJECTS	02304003 TRAIL EDGE RESTORATION	328,750	177,676	151,074	-	151,074
ACTIVE	PROJECTS	02307111 IAN DELEON ST REPAIRS	2,791,143	119,235	2,671,908	-	2,671,908
ACTIVE	PROJECTS	02407021 FLEET SHOP AIR COMPRESSORS (2)	3,819	-	3,819	-	3,819
ACTIVE	PROJECTS	02407023 TIRE BALANCER	1,924	-	1,924	-	1,924
ACTIVE	PROJECTS	02409022 LAKE LILLY PLANTINGS	30,000	14,726	15,274	-	15,274
ACTIVE	PROJECTS	02504114 IMPACT FEE STUDY - PARK	42,000	14,904	27,096	-	27,096
ACTIVE	PROJECTS	02510031 TOWER LIGHT MAINT/REPLACEMEN	50,000	-	50,000	-	50,000
ACTIVE	PROJECTS	06811617 HOMELESSNESS INITIATIVES	14,347	-	14,347	-	14,347
ACTIVE	FACILITIES	00006959 JAIL - PLUMBING SYS GATE VALVE	7,410	7,184	226	-	226
ACTIVE	FACILITIES	02301049 EMERG MGT WAREHOUSE RELOCAT	21,905	-	21,905	-	21,905
ACTIVE	FACILITIES	02302003 WIFI CORRECTIONAL FACILITY	430,616	4,098	426,518	-	426,518
ACTIVE	FACILITIES	02304080 MUSEUM WAREHOUSE RELOCATIOI	144,047	51,162	92,885	-	92,885
ACTIVE	FACILITIES	02502012 SCSO GENETEC MIGRATION PROJEC	200,000	160,583	39,417	-	39,417
ACTIVE	FACILITIES	02502014 SCSO VIDEO SECURITY UPGRADES	150,000	70,539	79,461	104,352	183,813
ACTIVE	FACILITIES	02502015 JAIL KITCHEN EQUIPMENT	130,344	49,663	80,681	-	80,681
ACTIVE	TECHNOLOG	00132902 CRITICAL TELECOM INFRASTRUCTU	46,457	-	46,457	-	46,457
ACTIVE	TECHNOLOG	02201005 UPS REPLACEMENTS	14,996	-	14,996	-	14,996
ACTIVE	TECHNOLOG	02404063 CONFERENCE TECH PKG - LIBRARY	2,557	-	2,557	-	2,557
ACTIVE	TECHNOLOG	02512038 PM SOFTWARE FOR CONSTR PROJ	35,000	32,403	2,597	-	2,597
ACTIVE	TECHNOLOG	02512040 FLEET MAINTENANCE SOFTWARE	150,000	89,891	60,109	-	60,109
ACTIVE	TECHNOLOG	02514013 NETWORK REDESIGN & RESILIENCY	450,000	71,400	378,600	-	378,600
ACTIVE	TECHNOLOG	02514016 IT PROJ MGMT SOFTWARE	25,000	1,150	23,850	-	23,850
ACTIVE	TECHNOLOG	02514017 MFD/PLOTTER REPLACEMENTS FY25	52,220	51,173	1,047	-	1,047
COMPLETE	PROJECTS	00282602 SUNLAND PARK IMPROVEMENTS	182,550	182,537	13	(13)	-
COMPLETE	PROJECTS	01904006 ROLLING HILLS ACQUISITION	6,574	-	6,574	(6,574)	-
COMPLETE	PROJECTS	02104034 ADA SITE ASSESSMENT LEISURE	21,691	2,410	19,281	(19,281)	-
COMPLETE	PROJECTS	02104051 DEER RUN PROPERTY ACQUISITION	4,842	-	4,842	(4,842)	-
COMPLETE	PROJECTS	02104053 DEER RUN PARK STABILIZATION	22,876	22,733	143	(143)	-
COMPLETE	PROJECTS	02201016 SCPS SHELTER REIMB - DORIAN	254,000	250,974	3,026	(3,026)	0
COMPLETE	PROJECTS	02301053 TOWER LIGHTNING PROTECTION LF	105,000	105,000	-	-	-
COMPLETE	PROJECTS	02307110 IAN HOWELL CREEK DAM SHEETPILI	357,592	115,628	241,964	(241,964)	-

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
COMPLETE	PROJECTS	02307111 IAN DELEON ST REPAIRS	473	473	-	-	-
COMPLETE	PROJECTS	02307112 IAN S COUNTRY CLUB RD REPAIRS	241,514	-	241,514	(241,514)	-
COMPLETE	PROJECTS	02404028 DEER RUN POND FOUNTAIN	62,500	27,124	35,376	(35,376)	-
COMPLETE	PROJECTS	02407104 IAN RAVEN OUTFALL DRAINAGE	32,392	14,756	17,636	(17,636)	-
COMPLETE	PROJECTS	02411004 RURAL ENCLAVES	142,656	91,403	51,254	(51,254)	-
COMPLETE	PROJECTS	02504036 RD BUG SCOREBOARD REPLACEME	44,818	44,818	0	(0)	0
COMPLETE	PROJECTS	02507051 MILTON BLUE FISH PL WASHOUT	66,460	66,459	1	(1)	-
COMPLETE	PROJECTS	02509032 HURRICANE MILTON DEBRIS	4,127,994	4,127,354	640	(640)	-
COMPLETE	PROJECTS	02509033 MARCH TORNADO DEBRIS	135,000	129,305	5,695	(5,695)	(0)
COMPLETE	FACILITIES	00006939 JAIL-DOOR ACCESS CONTROL 0010	665,234	665,234	-	-	-
COMPLETE	FACILITIES	00207304 FALLEN HEROES MEMORIAL	1,597	125	1,472	(1,472)	-
COMPLETE	FACILITIES	02102010 SCSO CAD MODERNIZATION	10,013	-	10,013	(10,013)	-
COMPLETE	FACILITIES	02204032 WEST LIBRARY BOOK DROP	6,184	6,184	-	-	-
COMPLETE	FACILITIES	02302004 SCSO OUTSOURCED PROJECT MGM	114,875	59,474	55,401	(55,401)	-
COMPLETE	FACILITIES	02302005 SCSO WATER TREATMENT REPLACM	175,000	70,648	104,352	(104,352)	-
COMPLETE	FACILITIES	02304031 CASSELBERRY CB LIBR SHELF REP	103,500	102,638	862	(862)	-
COMPLETE	TECHNOLOG	02001006 RADIO REDUNDANCY & UPS REPLAC	8,598	7,848	751	(751)	0
COMPLETE	TECHNOLOG	02414001 ACTIVE DIRECTORY AUDIT SOLUTON	30,000	18,574	11,426	(11,426)	-
COMPLETE	TECHNOLOG	02414006 JD EDWARDS ANNUAL MAINTENANC	285,725	-	285,725	(285,725)	-
COMPLETE	TECHNOLOG	02418006 RFGEN ENH ASSET COUNTING	3,175	3,175	-	-	-
COMPLETE	TECHNOLOG	02501005 CABLECAST REFLECT PLUS	14,700	13,090	1,610	(1,610)	-
COMPLETE	TECHNOLOG	02504108 BLUECLOUD PRO SOFTWARE	12,000	11,793	207	(207)	-
COMPLETE	TECHNOLOG	02506002 NEIGHBORLY CSA MODULE	2,500	2,500	-	-	-
COMPLETE	TECHNOLOG	02506003 NEIGHBORLY DIGITAL FORM MODU	7,000	7,000	-	-	-
COMPLETE	TECHNOLOG	02514006 POWERBI PREMIUM	55,000	51,726	3,274	(3,274)	(0)
COMPLETE	GRANTS	02218007 GRANT ADMIN-PUBLIC WORKS	117,776	76,207	41,569	(41,569)	-
		RESERVES				8,647,651	8,647,651
USES Total			**14,403,154**	**8,319,630**	**6,083,524**	**7,116,476**	**13,200,000**
00100 GENERAL FUND Total			**14,001,513**	**8,167,447**	**5,834,066**	**(5,834,066)**	**-**
00105 SEMINOLE FOREVER FUND							
SOURCES							
		FUND BALANCE				(1,000,000)	(1,000,000)
SOURCES Total						**(1,000,000)**	**(1,000,000)**
USES							
		PROJECT CARRYFORWARD					
ACTIVE	PROJECTS	02505114 NATURAL LANDS MGT PROJECTS	1,000,000	-	1,000,000	-	1,000,000
USES Total			**1,000,000**	**-**	**1,000,000**	**-**	**1,000,000**
00105 SEMINOLE FOREVER FUND Total			**1,000,000**	**-**	**1,000,000**	**(1,000,000)**	**-**
00108 FACILITIES MAINTENANCE FUND							
SOURCES							
		FUND BALANCE				(3,442,954)	(3,442,954)
		GRANT CARRYFORWARD					
ACTIVE	GRANTS	00108 FACILITIES MAINTENANCE FUND	(1,208,424)		(1,208,424)		(1,208,424)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
SOURCES Total			**(1,208,424)**		**(1,208,424)**	**(3,442,954)**	**(4,651,378)**
USES							
GRANT CARRYFORWARD							
ACTIVE	FACILITIES	00007008 BCC FACILITIES IMPROVEMTS-ARPA	1,678,317	769,894	908,424	300,000	1,208,424
ACTIVE	GRANTS	00007008 BCC FACILITIES IMPROVEMTS-ARPA	300,000		300,000	(300,000)	-
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02307059 WEATHER STATION REPLACEMENTS	18,520	3,050	15,470	-	15,470
ACTIVE	PROJECTS	02512043 VOLLEYBALL COMPLEX	21,655	-	21,655	-	21,655
ACTIVE	FACILITIES	00007083 PARKS PLANNED WORK 00100	164,493	113,208	51,285	-	51,285
ACTIVE	FACILITIES	00007084 GENERAL GOVT PLANNED WRK 001(	1,661,616	1,654,225	7,392	-	7,392
ACTIVE	FACILITIES	00007085 JAIL PLANNED WORK 00100	572,264	192,177	380,087	-	380,087
ACTIVE	FACILITIES	01902004 CONSTITUTIONAL PLAN WORK 0010	84,851	79,251	5,600	-	5,600
ACTIVE	FACILITIES	02401006 KENNEL DOOR/FRAME REPLACE (28	165,000	124,258	40,742	-	40,742
ACTIVE	FACILITIES	02402003 JJC HVAC REPLACEMENT	149,500	133,943	15,557	-	15,557
ACTIVE	FACILITIES	02404037 GENEVA WIDERNESS RESTROOM RE	67,588	-	67,588	-	67,588
ACTIVE	FACILITIES	02407008 HVAC REPLACEMENTS CSB	349,626	38,733	310,893	-	310,893
ACTIVE	FACILITIES	02407009 PSB HVAC REPLACEMENT	960,000	452,687	507,313	-	507,313
ACTIVE	FACILITIES	02412001 CSB CHILLER REPLACEMENT	671,278	395,797	275,481	-	275,481
ACTIVE	FACILITIES	02412002 JAIL BOILER REPLACEMENT 00108	430,264	372,334	57,930	-	57,930
ACTIVE	FACILITIES	02502003 JAIL LARGE BREAKER REP SQ D	150,000	-	150,000	-	150,000
ACTIVE	FACILITIES	02502006 JAIL ISOLATION CELL DOORS	190,000	-	190,000	-	190,000
ACTIVE	FACILITIES	02510013 ANIMAL SVC REFRACTORY REP	20,000	19,800	200	-	200
ACTIVE	FACILITIES	02510015 KENNEL HVAC COOLING SOLUTION	438,069	142,307	295,762	-	295,762
ACTIVE	FACILITIES	02512017 CSB 2ND FL SVR RM LEIBERTS (2)	165,000	-	165,000	-	165,000
ACTIVE	FACILITIES	02512018 CSB 1ST FL SVR RM LEIBERTS (1)	80,000	-	80,000	-	80,000
ACTIVE	FACILITIES	02512019 REPLACE RTU FOR CM/3024/3026	135,000	-	135,000	-	135,000
ACTIVE	FACILITIES	02512021 PSB 3RD FL SVR RM LEIBERTS (2)	165,000	-	165,000	-	165,000
ACTIVE	FACILITIES	02512022 REPLACE RTU JAIL CONTROL ROOM	80,000	-	80,000	-	80,000
ACTIVE	FACILITIES	02512023 JJC BLDG AUTO SYS CONTROL	55,000	-	55,000	-	55,000
ACTIVE	FACILITIES	02512029 PSB ATS INT REFURB	370,000	-	370,000	-	370,000
COMPLETE	FACILITIES	02407007 HVAC REPLACEMENT HEALTH DEPT	107,239	107,239	-	-	-
COMPLETE	TECHNOLOG	02510016 YANKEE LAKE UPS REPLACEMENT	90,000	89,999	1	(1)	(0)
COMPLETE	TECHNOLOG	02510017 SABAL POINT UPS REPLACEMENT	90,000	89,999	1	(1)	(0)
USES Total			**9,430,281**	**4,778,900**	**4,651,381**	**(3)**	**4,651,378**
00108 FACILITIES MAINTENANCE FUND Total			**8,221,857**	**4,778,900**	**3,442,957**	**(3,442,957)**	**(0)**

00109 FLEET REPLACEMENT FUND

SOURCES							
FUND BALANCE						(229,991)	(229,991)
SOURCES Total						**(229,991)**	**(229,991)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	FLEET	02207007 GENERATOR REPLACEMENT 00100	146,291	-	146,291	-	146,291
ACTIVE	FLEET	02510001 FORD F250 KENNEL TRUCK 52661	83,700	-	83,700	-	83,700
COMPLETE	FLEET	02007150 FLEET REPLACEMENT & CONT 0010(	944	-	944	(944)	-
COMPLETE	FLEET	02204007 F750 REG CAB DUMP TRUCK 04544	126,459	126,459	-	-	-
COMPLETE	FLEET	02301011 ATS 100KW STATIONARY GEN-083	19,440	-	19,440	(19,440)	-
COMPLETE	FLEET	02304020 FORD F150 EXT CAB 4X4-02195	59,000	50,804	8,196	(8,196)	-
COMPLETE	FLEET	02304072 FORD F150 REG CAB 4X2-06423	35,185	33,019	2,166	(2,166)	(0)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
COMPLETE	FLEET	02304073 FORD F150 REG CAB 4X2-07562	33,860	32,472	1,388	(1,388)	-
COMPLETE	FLEET	02304074 TORO WORKMAN MDX UTV-49410	15,650	15,613	37	(37)	(0)
COMPLETE	FLEET	02304076 DEBRIS BLOWER-NEW 11	10,660	10,652	8	(8)	(0)
COMPLETE	FLEET	02307019 FORD F150 EXT CAB 4X4-00200	51,810	41,143	10,667	(10,667)	(0)
COMPLETE	FLEET	02307020 FORD F150 EXT CAB 4X4-01744	51,810	41,143	10,667	(10,667)	(0)
COMPLETE	FLEET	02401007 F250 KENNEL TRUCK 52652 (1)	77,585	77,491	94	(94)	(0)
COMPLETE	FLEET	02401008 F250 KENNEL TRUCK 52653 (2)	77,585	77,491	94	(94)	(0)
COMPLETE	FLEET	02401014 TRANSIT VAN 51405	55,300	55,036	264	(264)	-
COMPLETE	FLEET	02401027 F250 KENNEL TRUCK - NEW	77,585	77,491	94	(94)	(0)
COMPLETE	FLEET	02404011 F150 CAB 4X4 PASSIVE PARK NEW	46,970	46,704	266	(266)	(0)
COMPLETE	FLEET	02404048 F150 CAB 4X2 07183	42,806	42,806	0	(0)	0
COMPLETE	FLEET	02404068 BEARD DEBRIS BLOWER - NEW	10,500	10,432	68	(68)	-
COMPLETE	FLEET	02407001 F150 EXT CAB 4X4 51447	13,664	-	13,664	(13,664)	-
COMPLETE	FLEET	02407013 MOB GENERATOR 125KW GEN031 F	187,268	63,601	123,667	(123,667)	-
COMPLETE	FLEET	02407026 F350 UTILITY TRUCK 18031	88,000	81,710	6,290	(6,290)	-
COMPLETE	FLEET	02407027 F350 UTILITY TRUCK 18085	124,360	123,560	800	(800)	-
COMPLETE	FLEET	02407028 GENERATOR 365KW GEN 033 FLEET	314,233	313,930	303	(303)	-
COMPLETE	FLEET	02504049 BIG TEX UTILITY TRAILER 19898	7,000	6,450	550	(550)	-
COMPLETE	FLEET	02504051 BIG TEX UTILITY TRAILER 01997	7,000	6,450	550	(550)	-
COMPLETE	FLEET	02504054 TORO GRAND STAND MOWER 06825	9,000	8,029	971	(971)	(0)
COMPLETE	FLEET	02504055 TORO TORO REEL MASTER 51737	99,200	94,390	4,810	(4,810)	-
COMPLETE	FLEET	02504056 BIG TEX UTILITY TRAILER 19309	7,000	6,450	550	(550)	-
COMPLETE	FLEET	02504057 FEACON BLACKHAWK MULCHER NE	55,620	51,500	4,120	(4,120)	-
COMPLETE	FLEET	02504060 FORD MAVERICK AWD NEW TEAM LI	37,500	36,521	979	(979)	(0)
COMPLETE	FLEET	02504112 MAVERICK AWD XLT	37,500	36,521	979	(979)	(0)
COMPLETE	FLEET	02504119 BIG TEX TRAILER SPORTS COMPLEX	13,270	13,270	-	-	-
COMPLETE	FLEET	02509004 CTR CONSOLE SKIFF BOAT 57978	23,100	19,109	3,991	(3,991)	-
COMPLETE	FLEET	02510004 MOBILE GENERATOR 100KW GEN16	110,700	108,751	1,949	(1,949)	(0)
COMPLETE	FLEET	02510005 LIVESTOCK TRAILER NEW	35,000	34,904	96	(96)	0
COMPLETE	FLEET	02512001 FORD MAVERICK AWD 51444	41,500	37,141	4,359	(4,359)	(0)
COMPLETE	FLEET	02512003 FORD MAVERICK AWD 51884	41,500	37,141	4,359	(4,359)	(0)
COMPLETE	FLEET	02512004 FORD F350 EXT CAB 4X4 06520	100,000	90,142	9,858	(9,858)	-
COMPLETE	FLEET	02512010 85KW MOBILE GENERATOR NEW	79,500	77,958	1,542	(1,542)	(0)
COMPLETE	FLEET	02512032 AC MACHINE NEW1	6,500	5,884	616	(616)	(0)
COMPLETE	FLEET	02512036 MOB COLUMN LIFT SYS 05777	50,100	47,703	2,397	(2,397)	-
COMPLETE	FLEET	02512037 TIRE CHANGING MACHINE 06830	22,200	-	22,200	(22,200)	-
USES Total			**2,533,855**	**2,039,869**	**493,986**	**(263,995)**	**229,991**
00109 FLEET REPLACEMENT FUND Total			**2,533,855**	**2,039,869**	**493,986**	**(493,986)**	**(0)**

00111 TECHNOLOGY REPLACEMENT FUND

SOURCES

FUND BALANCE						(256,266)	(256,266)
GRANT CARRYFORWARD							
ACTIVE	TECHNOLOG	02014007 FIRE DEPT MOBILE REFRESH PLAN	(570,798)	(512,891)	(57,907)	57,907	(0)
ACTIVE	GRANTS	00111 TECHNOLOGY REPLACEMENT FUND	(950,544)		(950,544)		(950,544)
SOURCES Total			**(1,521,342)**	**(512,891)**	**(1,008,452)**	**(198,358)**	**(1,206,810)**

USES

GRANT CARRYFORWARD							
ACTIVE	TECHNOLOG	02014007 FIRE DEPT MOBILE REFRESH PLAN	1,542,428	591,883	950,544	-	950,544

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
PROJECT CARRYFORWARD							
ACTIVE	TECHNOLOG	00006601 SOFTWARE REPLACEMENT	38,000	37,789	211	0	211
ACTIVE	TECHNOLOG	00006651 TECHNOLOGY REPLACEMENT	27,000	322,308	(295,308)	295,308	-
ACTIVE	TECHNOLOG	00006839 NETWORK EQUIPMENT REFRESH	(65,000)	0	(65,000)	65,000	-
ACTIVE	TECHNOLOG	02114003 CYBERSECURITY IMPROVEMENTS	31,599	-	31,599	-	31,599
ACTIVE	TECHNOLOG	02114008 CW PERFORMANCE MGMT DASHBO	175,537	-	175,537	-	175,537
ACTIVE	TECHNOLOG	02214008 TECHNICAL DEBT IMPROVEMENTS	124,118	75,200	48,918	-	48,918
USES Total			**1,873,682**	**1,027,180**	**846,502**	**360,308**	**1,206,810**
00111 TECHNOLOGY REPLACEMENT FUND Total			**352,340**	**514,290**	**(161,950)**	**161,950**	**0**

00112 MAJOR PROJECTS FUND

SOURCES

FUND BALANCE			(27,810)	(27,810)	-	(3,485,935)	(3,485,935)
GRANT CARRYFORWARD							
ACTIVE	GRANTS	00112 MAJOR PROJECTS FUND	(10,374,005)		(10,374,005)		(10,374,005)
SOURCES Total			**(10,401,815)**	**(27,810)**	**(10,374,005)**	**(3,485,935)**	**(13,859,940)**

USES

GRANT CARRYFORWARD							
ACTIVE	PROJECTS	02318019 ARPA-SANFORD AIRPORT SUPPORT	1,000,000	-	1,000,000	-	1,000,000
ACTIVE	FACILITIES	00286001 FIRE SUPPRESS SYS PSB - ARPA	456,147	112,390	343,757	-	343,757
ACTIVE	FACILITIES	20180572 MIDWAY TRAIL PROJ-GRANT SUBSID	600,000	-	600,000	-	600,000
ACTIVE	TECHNOLOG	02207022 ARPA FIELDSEEKER AQUATIC MODL	36,734	-	36,734	-	36,734
ACTIVE	GRANTS	02318005 ARPA-MIDWAY DRAINAGE IMPROVM	2,809,991	2,546,489	263,502	-	263,502
ACTIVE	GRANTS	02318006 ARPA COMMUNITY PARKS IMPVMTS	878,618	82,387	796,230	-	796,230
ACTIVE	GRANTS	02318009 ARPA TECHNOLOGY & WEBSITE	1,485,153	526,271	958,883	-	958,883
ACTIVE	GRANTS	02318011 ARPA COMMUNITY HEALTH	341,217	148,074	193,143	-	193,143
ACTIVE	GRANTS	02318015 ARPA SSC WORKFRCE TRAING-0011	698,575	537,004	161,571	-	161,571
ACTIVE	GRANTS	02318016 ROSENWALD DEVELOPMENT ARPA	2,642,437	79,126	2,563,311	-	2,563,311
ACTIVE	GRANTS	02407083 ARPA ENV SVC SOLID WASTE BLDG	3,730,256	273,381	3,456,875	-	3,456,875
COMPLETE	TECHNOLOG	02410004 ARPA MICROWAVE UPGRADES ARPA	2,040,000	2,040,000	-	-	-
COMPLETE	GRANTS	02118017 ARPA-REVENUE REPLACEMENT 001	9,700,233	9,700,233	-	-	-
COMPLETE	GRANTS	02318014 ARPA SSC BUSINESS DVLPMT 00112	29,187	29,187	-	-	-
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02111014 SMALL AREA STUDIES (DEVELMT)	48,153	-	48,153	-	48,153
ACTIVE	PROJECTS	02304082 BUGGY RESTORATION	40,250	-	40,250	-	40,250
ACTIVE	PROJECTS	02407123 GENERATOR MONITORING SYSTEM	104,000	-	104,000	-	104,000
ACTIVE	PROJECTS	02501008 MICRO-TRANSIT PUBLIC RELATIONS	100,000	29,990	70,010	-	70,010
ACTIVE	PROJECTS	02504126 BOOKERTOWN PARK IMPROVEMENT	100,000	-	100,000	-	100,000
ACTIVE	PROJECTS	20180558 MOORES STATION PERIMETER FENC	43,750	-	43,750	-	43,750
ACTIVE	PROJECTS	20180563 MOORES STATION SIGNAGE	6,250	-	6,250	-	6,250
ACTIVE	PROJECTS	20180573 ROLLING HILLS PLAYGROUND	1,000,000	-	1,000,000	-	1,000,000
ACTIVE	FACILITIES	00243115 PROPERTY ACQUISITION (ONGOING	147,833	-	147,833	-	147,833
ACTIVE	FACILITIES	02307096 SUPERVISOR OF ELECTIONS BLDG	41,818	-	41,818	-	41,818
ACTIVE	FACILITIES	02502016 JAIL FREEZERS	250,000	-	250,000	68,061	318,061
ACTIVE	FACILITIES	02502017 JAIL WAREHOUSE GATE OPERATOR	80,000	-	80,000	-	80,000
ACTIVE	FACILITIES	02502018 SCSO PRIMUS KEY SYSTEM	75,000	-	75,000	-	75,000
ACTIVE	FACILITIES	02502020 SCSO XRAY MACHINE	150,000	-	150,000	-	150,000
ACTIVE	FACILITIES	02602004 SCSO PSB 2ND FLOOR BUILDOUT	48,685		48,685		48,685

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	TECHNOLOG	00007109 TELEPHONE REFRESH GENERAL GO	247,608	124,506	123,101	-	123,101
ACTIVE	TECHNOLOG	02014012 CLOUD BACKUP TECH SOLUTION	150,000	-	150,000	-	150,000
ACTIVE	TECHNOLOG	02014013 DEVELOPMENT TECH ENHANCEMEI	58,978	-	58,978	-	58,978
ACTIVE	TECHNOLOG	02114009 CUSTOMER RELATIONSHP (CRM) SY	250,000	-	250,000	-	250,000
ACTIVE	TECHNOLOG	02301005 GPS VEHICLE TRACKING EQUIP	17,750	-	17,750	-	17,750
ACTIVE	TECHNOLOG	02301010 NICE RECORDER STORAGE - 00100	40,294	-	40,294	-	40,294
ACTIVE	TECHNOLOG	02401031 GIS CROSS REFERENCE TOOL	40,000	-	40,000	-	40,000
ACTIVE	TECHNOLOG	02414009 PATCHING SOLUTION MANAGER	50,000	-	50,000	-	50,000
ACTIVE	TECHNOLOG	02414010 TEST SHAREPOINT ENVIRONMENT	24,000	-	24,000	-	24,000
ACTIVE	TECHNOLOG	02501011 AI HEALTHCHECK	50,000	-	50,000	-	50,000
ACTIVE	TECHNOLOG	02514018 REDUNDANT INT FOR DATA CTRS	150,000	-	150,000	-	150,000
ACTIVE	TECHNOLOG	02518006 PURCH RFGEN INVENTORY SOFTWA	8,000	-	8,000	-	8,000
ACTIVE	TECHNOLOG	02601003 BUDGET MANAGEMENT SOFTWARE	250,000		250,000		250,000
COMPLETE	PROJECTS	02407081 RECORDS CENTER BUILDING	1,500,000	-	1,500,000	(1,500,000)	-
COMPLETE	PROJECTS	20180541 COVID PROGRAM ADMINISTRATION	27,810	22,248	5,562	(5,562)	-
COMPLETE	FACILITIES	02302008 SCSO FACILITY ASSESSMENT STUDY	12,660	-	12,660	(12,660)	-
USES Total			**31,561,387**	**16,251,286**	**15,310,100**	**(1,450,161)**	**13,859,940**
00112 MAJOR PROJECTS FUND Total			**21,159,572**	**16,223,476**	**4,936,095**	**(4,936,095)**	**0**

10101 TRANSPORTATION TRUST FUND

SOURCES

FUND BALANCE						(2,158,523)	(2,158,523)
SOURCES Total						**(2,158,523)**	**(2,158,523)**

USES

PROJECT CARRYFORWARD

ACTIVE	PROJECTS	02507001 GPS GLOBAL POSITIONING SYSTEM	18,974	16,464	2,510	-	2,510
ACTIVE	PROJECTS	077501 ENGINEERING CIP	1,500,000		1,500,000	-	1,500,000
ACTIVE	FLEET	02407060 QUICK CONNECT MOB GEN 80KW T	100,000	12,945	87,055	-	87,055
ACTIVE	FLEET	02507011 INTL DUMP TRUCK 51612	165,000	-	165,000	-	165,000
ACTIVE	FLEET	02507012 INTL DUMP TRUCK 51613	165,000	-	165,000	-	165,000
ACTIVE	FLEET	02507013 INTL DUMP TRUCK 51614	165,000	-	165,000	-	165,000
ACTIVE	FLEET	02507022 FORD MAVERICK AWD NEW6	38,875	33,966	4,909	-	4,909
ACTIVE	FACILITIES	01907116 TRAN TRUST PLANNED WORK 10101	69,049	-	69,049	-	69,049
COMPLETE	PROJECTS	02507027 OPTICAL TIME DOMAIN REFLECTOR	13,000	12,933	67	(67)	(0)
COMPLETE	FLEET	02007127 FLEET REPLACEMENT & CONT 1010	30,574	-	30,574	(30,574)	-
COMPLETE	FLEET	02207049 F750 CREW DUMP 02073	169,797	169,797	-	-	-
COMPLETE	FLEET	02207052 F750 CREW DUMP 04642	169,797	169,797	-	-	-
COMPLETE	FLEET	02207054 F750 CREW DUMP 05273	169,797	169,797	-	-	-
COMPLETE	FLEET	02307035 INT DUMP TRUCK-780382	147,169	147,169	-	-	-
COMPLETE	FLEET	02307036 FORD F750 FLATBED-02934	145,000	127,733	17,268	(17,268)	-
COMPLETE	FLEET	02307056 BUCKET TRUCK-780392	283,120	262,644	20,476	(20,476)	-
COMPLETE	FLEET	02407032 BOX TRUCK 04951	35,773	-	35,773	(35,773)	-
COMPLETE	FLEET	02407037 F150 EXT CAB 06070335	45,825	45,825	0	(0)	0
COMPLETE	FLEET	02407038 F150 EXT CAB 4X4 07179	45,825	45,825	0	(0)	0
COMPLETE	FLEET	02407042 F750 CREW DUMP 06070421	170,000	169,797	203	(203)	-
COMPLETE	FLEET	02407043 F750 CREW DUMP 06070422	170,000	169,797	203	(203)	-
COMPLETE	FLEET	02407044 F750 CREW DUMP 06925	170,000	169,797	203	(203)	-
COMPLETE	FLEET	02407052 TRAIL KING TRAILER 05171	97,880	93,638	4,242	(4,242)	(0)
COMPLETE	FLEET	02507005 JOHN DEERE EXC MULCHHEAD 244	22,600	21,132	1,468	(1,468)	(0)
COMPLETE	FACILITIES	02407058 ROADS ADMIN HVAC REPLACEMEN	10,000	-	10,000	(10,000)	-
COMPLETE	FACILITIES	02407059 ROADS ADMIN HVAC REPLACEMEN	10,000	-	10,000	(10,000)	-

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
USES Total			**4,128,055**	**1,839,055**	**2,289,001**	**(130,477)**	**2,158,523**
10101 TRANSPORTATION TRUST FUND Total			**4,128,055**	**1,839,055**	**2,289,001**	**(2,289,001)**	**(0)**
10102 MASS TRANSIT FUND							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	10102 MASS TRANSIT FUND	(44,009)		(44,009)		(44,009)
SOURCES Total			**(44,009)**		**(44,009)**		**(44,009)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	00006625 MASS TRANSIT IMPTS-DEVELOPER	44,009	-	44,009	-	44,009
USES Total			**44,009**	**-**	**44,009**	**-**	**44,009**
10102 MASS TRANSIT FUND Total			**-**	**-**	**-**	**-**	**-**
10103 SUNRAIL OPERATIONS							
SOURCES							
FUND BALANCE			(200,000)	-	(200,000)	(245,406)	(445,406)
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	02507076 SUNRAIL LEGAL ESCROW	-	(33,446)	33,446	(166,554)	(133,109)
ACTIVE	GRANTS	10103 SUNRAIL OPERATIONS	(75,084)		(75,084)		(75,084)
SOURCES Total			**(275,084)**	**(33,446)**	**(241,639)**	**(411,960)**	**(653,599)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	02507076 SUNRAIL LEGAL ESCROW	250,000	41,807	208,193	-	208,193
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02407078 SUNRAIL IMPLEMENTATION & PD&E	445,871	465	445,406	(0)	445,406
USES Total			**695,871**	**42,272**	**653,599**	**(0)**	**653,599**
10103 SUNRAIL OPERATIONS Total			**420,787**	**8,826**	**411,960**	**(411,960)**	**-**
10104 SIDEWALK DEVELOPER FUND							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	10104 SIDEWALK DEVELOPER FUND	(148,753)		(148,753)		(148,753)
SOURCES Total			**(148,753)**		**(148,753)**		**(148,753)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	02407115 RIVERVIEW AVE SIDEWALK 10104	148,753	-	148,753	-	148,753
USES Total			**148,753**	**-**	**148,753**	**-**	**148,753**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
10104 SIDEWALK DEVELOPER FUND Total			**-**	**-**	**-**	**-**	**-**
10400 BUILDING PROGRAM							
SOURCES							
FUND BALANCE						(5,314,037)	(5,314,037)
SOURCES Total						**(5,314,037)**	**(5,314,037)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	TECHNOLOG	01911012 PROJECT FLOW (EPLAN) UPGRD-BLI	9,179	8,279	900	-	900
ACTIVE	TECHNOLOG	02111003 BUILDING TECHNOLOGY CONSULT/	528,835	246,250	282,585	-	282,585
ACTIVE	TECHNOLOG	02111005 BUILDING TECHNOLOGY UPGRADES	5,476,344	1,445,792	4,030,553	-	4,030,553
COMPLETE	FLEET	02211002 FORD F150 REPLACE BCC #52754	33,000	31,853	1,147	(1,147)	-
COMPLETE	FLEET	02311002 F150 PICK UP #59337	34,082	31,853	2,229	(2,229)	-
COMPLETE	FLEET	02411001 F150 REGULAR CAB 4X4 56123	40,600	33,711	6,889	(6,889)	-
COMPLETE	FLEET	02411002 F150 REGULAR CAB 4X4 56309	40,600	33,711	6,889	(6,889)	-
COMPLETE	FLEET	02411003 F150 REGULAR CAB 4X4 56310	40,600	33,711	6,889	(6,889)	-
COMPLETE	FLEET	02511003 FORD MAVERICK 56254	36,782	32,728	4,054	(4,054)	-
COMPLETE	FLEET	02511004 FORD MAVERICK 58741	36,782	32,728	4,054	(4,054)	-
RESERVES						1,000,000	1,000,000
USES Total			**6,276,804**	**1,930,614**	**4,346,190**	**967,847**	**5,314,037**
10400 BUILDING PROGRAM Total			**6,276,804**	**1,930,614**	**4,346,190**	**(4,346,190)**	**-**
11000 TOURISM PARKS 1,2,3 CENT FUND							
SOURCES							
FUND BALANCE						(3,341,216)	(3,341,216)
SOURCES Total						**(3,341,216)**	**(3,341,216)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00234720 SPORTS COMPLEX	50,000	26,360	23,640	-	23,640
ACTIVE	PROJECTS	02504111 SPORT COMP TURF REPLACE 11000	3,443,428	125,852	3,317,576	-	3,317,576
USES Total			**3,493,428**	**152,212**	**3,341,216**	**-**	**3,341,216**
11000 TOURISM PARKS 1,2,3 CENT FUND Total			**3,493,428**	**152,212**	**3,341,216**	**(3,341,216)**	**-**
11001 TOURISM SPORTS 4 & 6 CENT FUND							
SOURCES							
FUND BALANCE						(1,406,380)	(1,406,380)
SOURCES Total						**(1,406,380)**	**(1,406,380)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02504020 SPORT COMP TURF REPLACE 11001	2,181,572	792,692	1,388,880	-	1,388,880
ACTIVE	PROJECTS	02504121 SOFTBALL CMPLX SCRBRD REPLACI	17,500	-	17,500	-	17,500
USES Total			**2,199,072**	**792,692**	**1,406,380**	**-**	**1,406,380**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
11001 TOURISM SPORTS 4 & 6 CENT FUND Total			**2,199,072**	**792,692**	**1,406,380**	**(1,406,380)**	**-**
11200 FIRE PROTECTION FUND							
SOURCES							
FUND BALANCE						(43,183,050)	(43,183,050)
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	01785404 WINTER SPRG FIRE IMP FEE FS28	(2,664,591)	(128,571)	(2,536,020)	(553,629)	(3,089,649)
ACTIVE	PROJECTS	01785494 CASSELBERRY FIRE IMP FEE FS25	(460,567)	(32,773)	(427,794)	(65,547)	(493,341)
ACTIVE	GRANTS	11200 FIRE PROTECTION FUND	(481,135)		(481,135)		(481,135)
SOURCES Total			**(3,606,293)**	**(161,344)**	**(3,444,949)**	**(43,802,225)**	**(47,247,174)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	01785404 WINTER SPRG FIRE IMP FEE FS28	3,089,649	-	3,089,649	-	3,089,649
ACTIVE	PROJECTS	01785494 CASSELBERRY FIRE IMP FEE FS25	493,341	-	493,341	-	493,341
ACTIVE	PROJECTS	02205008 FIRE STATION 24 WINTER SPRINGS	481,135	-	481,135	-	481,135
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00006671 SPECIAL OPS TRAINING EQUIPMENT	194,617	155,489	39,128	-	39,128
ACTIVE	PROJECTS	00006947 FIRE DEPT STRETCHERS	279,228	271,479	7,749	-	7,749
ACTIVE	PROJECTS	00006948 LIFEPAK EKG MONITOR/DEFIB	611,273	-	611,273	-	611,273
ACTIVE	PROJECTS	02005012 FIRE STATION 39 SANFORD-LK MRY	4,522,196	3,674,328	847,869	-	847,869
ACTIVE	PROJECTS	02005049 FIRE STATION 11 ALTAMONTE	428,617	138,591	290,026	-	290,026
ACTIVE	PROJECTS	02005999 IMPACT FEE STUDY - 11200	38,540	11,419	27,121	-	27,121
ACTIVE	PROJECTS	02105040 EMS EQUIPMENT REPLACEMENT	80,293	36,916	43,377	-	43,377
ACTIVE	PROJECTS	02105063 FIRE STATION 25 CASSELBERRY	7,714,143	43,265	7,670,878	(0)	7,670,878
ACTIVE	PROJECTS	02205003 FIRE STATION 23 RELOCATE	9,356,694	-	9,356,694	-	9,356,694
ACTIVE	PROJECTS	02205009 FS 42 GENEVA RENOVATION	5,512,919	-	5,512,919	-	5,512,919
ACTIVE	PROJECTS	02205044 PPE REPLACEMENT PROGRAM	416,567	373,628	42,940	-	42,940
ACTIVE	PROJECTS	02501007 FIRE PRE-EMPLOYMENT EXAMS	63,000	30,053	32,947	-	32,947
ACTIVE	PROJECTS	02505001 STAIR CHAIR REPLACEMENT	25,000	23,241	1,759	-	1,759
ACTIVE	PROJECTS	02505004 FS 28 NEW 3 BAY EXT WNTR SPGS	200,000	-	200,000	-	200,000
ACTIVE	PROJECTS	02505005 FS 36 RENOVATE-3 BAY-HEATHROW	4,800,000	-	4,800,000	-	4,800,000
ACTIVE	PROJECTS	02505030 FIRE TRAINING CENTER DRAINAGE	550,000	-	550,000	-	550,000
ACTIVE	FLEET	02205039 GENERATOR REPLACEMENT 11200	152,094	-	152,094	-	152,094
ACTIVE	FLEET	02305013 TOWER TRUCK-17245	1,551,577	1,542,306	9,271	-	9,271
ACTIVE	FLEET	02305018 FORD RESCUE-51619	428,018	410,996	17,022	-	17,022
ACTIVE	FLEET	02305019 FORD RESCUE-51890	428,018	410,996	17,022	-	17,022
ACTIVE	FLEET	02305020 FORD RESCUE-51889	428,018	414,962	13,056	-	13,056
ACTIVE	FLEET	02305024 FORD F350 CREW CAB 4X4-51359	97,924	89,265	8,659	0	8,659
ACTIVE	FLEET	02305042 BARIATRIC ALS RESCUE REPLACMN	501,746	18,181	483,565	-	483,565
ACTIVE	FLEET	02305043 ALS RESCUE 2 REPLACEMENT	467,746	18,181	449,565	-	449,565
ACTIVE	FLEET	02305044 ALS RESCUE 3 REPLACEMENT	467,746	18,181	449,565	-	449,565
ACTIVE	FLEET	02305045 SHOT ENGINE 1 REPLACEMENT	986,687	45,379	941,308	-	941,308
ACTIVE	FLEET	02305046 SHOT ENGINE 2 REPLACEMENT	986,533	43,424	943,109	-	943,109
ACTIVE	FLEET	02305047 SHOT SQUAD 1 REPLACEMENT	1,695,492	146,553	1,548,939	-	1,548,939
ACTIVE	FLEET	02405005 F350 BATTALION TRUCK 1 52662	170,149	94,359	75,790	-	75,790
ACTIVE	FLEET	02405006 F350 BATTALION TRUCK 2 51358	170,149	94,359	75,790	-	75,790
ACTIVE	FLEET	02405019 LOADER 06070114	34,545	26,232	8,313	-	8,313
ACTIVE	FLEET	02405038 F150 NEW FIRE 4	12,555	11,052	1,503	-	1,503
ACTIVE	FLEET	02405044 781255 PIERCE ENGINE	1,020,000	-	1,020,000	-	1,020,000
ACTIVE	FLEET	02405045 54596 FORD RESCUE	475,000	-	475,000	-	475,000

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	FLEET	02405046 54641 PIERCE ENGINE	1,020,000	-	1,020,000	-	1,020,000
ACTIVE	FLEET	02405047 54597 FORD RESCUE	475,000	-	475,000	-	475,000
ACTIVE	FLEET	02405048 56459 FORD RESCUE	475,000	-	475,000	-	475,000
ACTIVE	FLEET	02405049 56456 FORD RESCUE	475,000	-	475,000	-	475,000
ACTIVE	FLEET	02505007 MOBILE COMMAND UNIT 05172	1,700,000	-	1,700,000	-	1,700,000
ACTIVE	FLEET	02505015 ST GENERATOR 150KW GEN060 FS2	217,000	-	217,000	-	217,000
ACTIVE	FLEET	02505016 STATION GENERATOR 100657 FS21	196,000	-	196,000	-	196,000
ACTIVE	FACILITIES	00007087 FIRE DEPT PLANNED WORK 11200	318,046	313,444	4,602	(0)	4,602
ACTIVE	FACILITIES	00007115 FIRE FACILITIES SUSTAINMENT	704,286	342,283	362,003	(0)	362,003
ACTIVE	FACILITIES	02205006 FS INDIVIDUAL RESTROOMS 12	564,737	179,245	385,492	-	385,492
ACTIVE	FACILITIES	02205011 FS APRON/APPARATRUS BAY REPAIF	923,363	379,883	543,481	-	543,481
ACTIVE	FACILITIES	02305011 FIRE TRAINING CENTER- RESTROOM	217,426	196,497	20,929	-	20,929
ACTIVE	FACILITIES	02405029 FS WINDOW REPLACEMENTS	379,175	58,299	320,876	-	320,876
ACTIVE	FACILITIES	02505024 REPLACE FS 24 5 TON DX UNIT	25,000	-	25,000	-	25,000
ACTIVE	FACILITIES	02505035 FS SECURITY ENHANCEMENTS	184,250	19,778	164,472	-	164,472
ACTIVE	TECHNOLOG	02205048 DRONE PROGRAM ENHANCEMENT	149,597	123,654	25,943	-	25,943
ACTIVE	TECHNOLOG	02505027 FIRE INSPECTION PROG SOFTWARE	48,000	-	48,000	-	48,000
COMPLETE	PROJECTS	00006890 THERMAL IMAGERS	30,000	29,916	84	(84)	(0)
COMPLETE	PROJECTS	00007091 FIRE DEPT HOSE REPLACEMENTS	144,617	144,617	-	-	-
COMPLETE	PROJECTS	00007093 FIRE DEPT SAVE EQUIPMENT	19,999	19,999	0	(0)	-
COMPLETE	PROJECTS	00008094 FITNESS EQUIPMENT REPLACEMEN	60,094	60,079	15	(15)	-
COMPLETE	PROJECTS	01907136 FIRE VENTILATION FANS	15,210	15,099	111	(111)	-
COMPLETE	PROJECTS	02005019 FIRE DEP EXTRICATION TOOL REPL	88,866	88,866	-	-	-
COMPLETE	PROJECTS	02505002 STRYKER POWERLOAD REPLACEME	332,309	332,309	-	-	-
COMPLETE	PROJECTS	02505003 COMPRESSOR AND CASCADE SYSTE	80,000	80,000	-	-	-
COMPLETE	PROJECTS	02505023 TRENCH RESCUE PROP	20,000	19,999	1	(1)	-
COMPLETE	PROJECTS	02505031 MEDICARE CMS AUDIT SUPPORT	35,000	35,000	-	-	-
COMPLETE	FLEET	02105054 ENGINE F.S. 39 - NEW	5,550	3,361	2,189	(2,189)	-
COMPLETE	FLEET	02105055 TOWER F.S. 39 - NEW	129,041	51,098	77,943	(77,943)	-
COMPLETE	FLEET	02205032 PIERCE REHAB 1 07478 REHAB	39,332	35,746	3,586	(3,586)	-
COMPLETE	FLEET	02405002 F150 NEW FIRE 1	12,555	11,665	890	(890)	-
COMPLETE	FLEET	02405003 F150 NEW FIRE 2	12,555	11,665	890	(890)	-
COMPLETE	FLEET	02405004 F150 NEW FIRE 3	12,555	11,665	890	(890)	-
COMPLETE	FLEET	02405007 F350 SUPER DUTY NEW	85,149	81,665	3,484	(3,484)	(0)
COMPLETE	FLEET	02405008 F550 WOODS TRUCK FS39 NEW	225,492	225,325	168	(168)	(0)
COMPLETE	FLEET	02405011 FIRE F150 56498	64,090	64,088	2	(2)	-
COMPLETE	FLEET	02505006 FORKLIFT 50210	70,000	58,654	11,346	(11,346)	-
COMPLETE	FLEET	02505008 KUBOTA UTV 48844	40,000	39,663	337	(337)	(0)
COMPLETE	FLEET	02505009 KUBOTA UTV 51607	40,000	39,663	337	(337)	(0)
COMPLETE	FLEET	02505010 FORD F150 54657	75,000	62,730	12,270	(12,270)	(0)
COMPLETE	FLEET	02505011 FORD F150 56469	75,000	62,730	12,270	(12,270)	(0)
COMPLETE	FLEET	02505012 FORD F150 56470	75,000	62,730	12,270	(12,270)	(0)
COMPLETE	FLEET	02505013 UTV TRAILER 59272	5,000	5,000	-	-	-
COMPLETE	FLEET	02505014 UTV TRAILER 59034	5,000	5,000	-	-	-
COMPLETE	FLEET	02505017 FORD F150 NEW1	70,000	59,638	10,362	(10,362)	-
COMPLETE	FLEET	02505019 UTV UTLITY VEHICLE NEW (FS39)	40,000	39,777	223	(223)	-
COMPLETE	FLEET	02505020 UTV TRAILER NEW (FS39)	6,000	5,666	334	(334)	-
COMPLETE	FACILITIES	02405032 FTC EQUIPMENT CANOPY RESVE AP	1,460	1,460	-	-	-
USES Total			**58,917,963**	**11,520,784**	**47,397,178**	**(150,004)**	**47,247,174**
11200 FIRE PROTECTION FUND Total			**55,311,669**	**11,359,440**	**43,952,229**	**(43,952,229)**	**(0)**

11400 COURT SUPP TECH FEE (ARTV)

USES

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
PROJECT CARRYFORWARD							
COMPLETE	TECHNOLOG	02403001 JJC A/V UPDATE	46,002	45,999	2	(2)	-
COMPLETE	TECHNOLOG	02503001 PUBLIC DEFENDER STORAGE ARRAY	47,500	47,421	79	(79)	-
USES Total			**93,502**	**93,421**	**81**	**(81)**	**-**
11400 COURT SUPP TECH FEE (ARTV) Total			**93,502**	**93,421**	**81**	**(81)**	**-**

11500 1991 INFRASTRUCTURE SALES TAX

SOURCES

FUND BALANCE						(5,242,324)	(5,242,324)
SOURCES Total						**(5,242,324)**	**(5,242,324)**

USES

PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00008703 CUMBERLAND FARMS REMEDIATION	107,137	80,616	26,522	-	26,522
ACTIVE	PROJECTS	00015002 OXFORD RD IMPROVEMENTS 11500	15,168,102	9,970,499	5,197,602	-	5,197,602
ACTIVE	PROJECTS	00251403 RAIL RELATED TRANSIT	18,200	-	18,200	-	18,200
COMPLETE	PROJECTS	00014602 WYMORE RD IMPROVEMENTS	97,078	92,915	4,162	(4,162)	(0)
USES Total			**15,390,516**	**10,144,030**	**5,246,486**	**(4,162)**	**5,242,324**
11500 1991 INFRASTRUCTURE SALES TAX Total			**15,390,516**	**10,144,030**	**5,246,486**	**(5,246,486)**	**0**

11541 2001 INFRASTRUCTURE SALES TAX

SOURCES

FUND BALANCE						(3,543,625)	(3,543,625)
SOURCES Total						**(3,543,625)**	**(3,543,625)**

USES

PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00009007 SOLDIERS CREEK @ CR 427 RSF -	100,000		100,000		100,000
ACTIVE	PROJECTS	00205206 SR426/CR419 WIDEN PHASE 2	37,247	12,015	25,233	-	25,233
ACTIVE	PROJECTS	00205750 US17-92 PED OP STAIRWELLS	2,074,186	-	2,074,186	-	2,074,186
ACTIVE	PROJECTS	00265503 US17-92/5 POINTS ROADWAY	3,526,857	2,607,010	919,847	-	919,847
ACTIVE	PROJECTS	02307063 KENTUCKY ST IMPROVEMENTS	46,850	18,813	28,038	-	28,038
ACTIVE	PROJECTS	02407075 LOCAL ROAD RESURFACING 11541	1,965,163	1,568,842	396,321	-	396,321
COMPLETE	PROJECTS	01785376 WEKIVA BASIN TMDL	18,868	18,868	-	-	-
COMPLETE	PROJECTS	02207108 WYMORE RD IMPROVEMENTS - 1154	580,959	517,114	63,845	(63,845)	-
USES Total			**8,350,130**	**4,742,661**	**3,607,469**	**(63,845)**	**3,543,625**
11541 2001 INFRASTRUCTURE SALES TAX Total			**8,350,130**	**4,742,661**	**3,607,469**	**(3,607,469)**	**0**

11560 2014 INFRASTRUCTURE SALES TAX

SOURCES

FUND BALANCE			(7,000,000)	-	(7,000,000)	(85,795,153)	(92,795,153)
SOURCES Total			**(7,000,000)**	**-**	**(7,000,000)**	**(85,795,153)**	**(92,795,153)**

USES

PROJECT CARRYFORWARD

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	PROJECTS	01785134 LK MARY BLVD INT 4 LOCATIONS	854,564	774,554	80,010	-	80,010
ACTIVE	PROJECTS	01785140 SR436 MULTIMODAL IMP - CASS	4,676,574	294,522	4,382,052	-	4,382,052
ACTIVE	PROJECTS	01785142 RINEHART RD INTER IMP	1,024,305	28,922	995,383	-	995,383
ACTIVE	PROJECTS	01785145 SR434 Safety Improv/SR417-Arte	69,760	41,246	28,514	-	28,514
ACTIVE	PROJECTS	01785146 SLAVIA RD CAPACITY IMP 11560	623,425	237,970	385,455	-	385,455
ACTIVE	PROJECTS	01785147 SR434/SAND LK RD INT IMP	1,492,513	1,395,038	97,475	-	97,475
ACTIVE	PROJECTS	01785150 SR434 @ CR427 INTERSECTION IMP	172,305	129,795	42,511	-	42,511
ACTIVE	PROJECTS	01785163 TRAFFIC MAST ARM INSPECTIONS	257,537	256,673	864	-	864
ACTIVE	PROJECTS	01785165 TRAFFIC MAST ARMS REFURBISHMN	761,996	61,798	700,199	-	700,199
ACTIVE	PROJECTS	01785167 TRAFFIC ATMS-ITMS PROJECTS	472,713	337,878	134,835	-	134,835
ACTIVE	PROJECTS	01785169 NEW TRAFFIC SIGNAL CABINETS	1,384,089	543,113	840,976	-	840,976
ACTIVE	PROJECTS	01785171 VARIABLE MESSAGE SYSTEM UPGRA	403,346	33,315	370,032	-	370,032
ACTIVE	PROJECTS	01785216 LOCAL ROAD RESURFACING	6,650,503	4,586,588	2,063,915	-	2,063,915
ACTIVE	PROJECTS	01785222 ROADWAY PAVEMENT TESTING	530,392	78,726	451,666	-	451,666
ACTIVE	PROJECTS	01785224 ROAD INSPECTIONS & ASSET MGT	346,491	266,774	79,717	-	79,717
ACTIVE	PROJECTS	01785240 PIPE LINING & INSPECT-DRAINAGE	2,124,644	1,641,250	483,394	-	483,394
ACTIVE	PROJECTS	01785248 OLD LK MARY RD SIDEWALKS	60,297	17,368	42,929	-	42,929
ACTIVE	PROJECTS	01785258 HILLVIEW DR SIDEWALK-DRAINAGE	2,581,020	603,246	1,977,774	-	1,977,774
ACTIVE	PROJECTS	01785272 RIVERVIEW AVE SIDEWALK	79,579	46,033	33,546	-	33,546
ACTIVE	PROJECTS	01785303 ORANGE BLVD (CR431) SAFETY	11,375,146	9,256,250	2,118,896	-	2,118,896
ACTIVE	PROJECTS	01785310 TRAFFIC STUDIES	267,873	87,608	180,264	-	180,264
ACTIVE	PROJECTS	01785313 LED STREET SIGN UPGRADE	456,600	191,532	265,068	-	265,068
ACTIVE	PROJECTS	01785335 ECON BASIN DRAINAGE EVAL	123,302	35,754	87,548	-	87,548
ACTIVE	PROJECTS	01785344 MAST ARM REBUILDS	1,637,263	761,328	875,935	-	875,935
ACTIVE	PROJECTS	01785346 ROADWAY TRAFFIC LANE STRIPING	511,028	42,168	468,861	-	468,861
ACTIVE	PROJECTS	01785350 CELERY/MELLONVILLE TRAIL LOOP	2,792,457	106,063	2,686,394	-	2,686,394
ACTIVE	PROJECTS	01785403 RIVERBEND AREA ROAD IMPROVMTS	10,615	-	10,615	-	10,615
ACTIVE	PROJECTS	01785408 SR426 & CR419 WIDEN-PH3	319,668	-	319,668	-	319,668
ACTIVE	PROJECTS	01785440 LAKE BRANTLEY NUTRIENT STUDY	8,530	3,654	4,876	-	4,876
ACTIVE	PROJECTS	01785441 LAKE SEMINARY NUTRIENT STUDY	13,090	3,654	9,436	-	9,436
ACTIVE	PROJECTS	01785442 LAKE SYLVAN NUTRIENT STUDY	38,522	-	38,522	-	38,522
ACTIVE	PROJECTS	01785444 ROADWAY ADA IMPROVEMENTS	885,559	402,737	482,821	-	482,821
ACTIVE	PROJECTS	01785447 BRIDGE & TUNNEL IMPROVEMENTS	1,756,865	491,461	1,265,404	-	1,265,404
ACTIVE	PROJECTS	01785450 AIRPORT BLVD & 17-92 INTERSECT	8,000	-	8,000	-	8,000
ACTIVE	PROJECTS	01785458 EE WILLIAM@WOODLANDS MAST AF	48,649	4,114	44,536	-	44,536
ACTIVE	PROJECTS	01785470 SR 436 @ BALMY BEACH MAST ARM	123,083	-	123,083	-	123,083
ACTIVE	PROJECTS	01785471 SR426@HOWELL BRANCH-MAST AF	961,883	665,216	296,667	-	296,667
ACTIVE	PROJECTS	01785479 STORMWATER SIDEWALK REPAIRS	1,310,996	1,105,021	205,975	-	205,975
ACTIVE	PROJECTS	01785486 PROJECT MANAGEMENT (GEC)	498,341	273,536	224,806	-	224,806
ACTIVE	PROJECTS	01785489 ENGINEERING CAPITALIZATION	4,089,975	-	4,089,975	(5,589,975)	(1,500,000)
ACTIVE	PROJECTS	01785562 BRIDGE INSPECTIONS	229,659	58,729	170,930	-	170,930
ACTIVE	PROJECTS	01785571 SCHOOL FLASHER SIGNAL UPGRAD	381,201	301,068	80,132	-	80,132
ACTIVE	PROJECTS	01785572 MINOR ROADWAY PROJECTS	352,222	247,959	104,263	-	104,263
ACTIVE	PROJECTS	01785582 MOBILITY FEE STUDY	228,084	7,952	220,133	-	220,133
ACTIVE	PROJECTS	01907048 TRAFFIC VIDEO WALL UPGRADE	64,625	59,195	5,430	-	5,430
ACTIVE	PROJECTS	01907056 SR436@PEARL CAUSEWAY MAST AF	26,999	-	26,999	-	26,999
ACTIVE	PROJECTS	01907077 MIDWAY DRAINAGE IMPROVEMENTS	9,334,000	6,985	9,327,015	-	9,327,015
ACTIVE	PROJECTS	01907084 NORTH ST CORRIDOR IMP	1,588,935	100,878	1,488,058	-	1,488,058
ACTIVE	PROJECTS	01907086 TRAFFIC FIBER OPTIC PULL BOX	304,011	220,477	83,534	-	83,534
ACTIVE	PROJECTS	02007015 SWT TUNNELS SR434 & SR436	1,853,036	43,452	1,809,585	-	1,809,585
ACTIVE	PROJECTS	02007020 ROLLING HILLS MULTIPURPOSE TRL	3,070,896	5,082	3,065,814	-	3,065,814
ACTIVE	PROJECTS	02007027 WEKIVA SPRNG RD INTERSECT IMPS	2,328,379	17,856	2,310,523	-	2,310,523
ACTIVE	PROJECTS	02007092 HILLVIEW DR DRAINAGE RSF	2,726,739	812,168	1,914,571	-	1,914,571
ACTIVE	PROJECTS	02007102 NEBRASKA AVE BRIDGE DRAIN HMG	2,595,756	2,172,831	422,925	-	422,925
ACTIVE	PROJECTS	02007111 SMITH CANAL/MONROE BASIN STUI	70,767	44,068	26,699	-	26,699

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	PROJECTS	02007123 LAKE VEGETATION SEDMNT REMOV/	75,164	23,988	51,176	-	51,176
ACTIVE	PROJECTS	02007124 WILLOW AVE-ALHAMBRA DRAIN HM	3,045,285	2,360,024	685,260	-	685,260
ACTIVE	PROJECTS	02104043 AMENITIES FOR TRAIL HEADS	45,892	25,160	20,732	-	20,732
ACTIVE	PROJECTS	02104044 SIGNS FOR TRAILS	5,646	156	5,490	-	5,490
ACTIVE	PROJECTS	02107078 S SANFORD AVE INTERMODAL IMP	8,805	840	7,965	-	7,965
ACTIVE	PROJECTS	02107081 CR427@ E LAKE MARY RD SIGNAL	400,000	-	400,000	-	400,000
ACTIVE	PROJECTS	02107094 OXFORD RD DRAINAGE & SIDEWALI	5,271,396	813,876	4,457,520	-	4,457,520
ACTIVE	PROJECTS	02107103 RED BUG LK @ MIKLER RD SAFETY	43,175	-	43,175	-	43,175
ACTIVE	PROJECTS	02204037 MIDWAY AREA TRAILS MASTER PLAN	25,578	-	25,578	-	25,578
ACTIVE	PROJECTS	02207070 SR436 @ BEAR LAKE RD MAST ARM	625,206	236,150	389,056	-	389,056
ACTIVE	PROJECTS	02207073 SR434@E LAKE BRANTLEY MAST ARI	652,056	251,228	400,828	-	400,828
ACTIVE	PROJECTS	02207078 TRANSPORTATION MASTER PLAN UP	669,092	130,248	538,843	-	538,843
ACTIVE	PROJECTS	02207081 ORANOLE/LINNEAL BEACH SIDEWA	569,859	218,612	351,248	-	351,248
ACTIVE	PROJECTS	02207083 FIRE STATION 39 ACCESS ROAD	4,090,411	3,903,629	186,782	-	186,782
ACTIVE	PROJECTS	02207091 LAKE MILLS NUTRIENT ANALYSIS	300,000	-	300,000	-	300,000
ACTIVE	PROJECTS	02207094 COUNTY LAKE BASIN STUDIES EAST	1,409,713	518,470	891,243	-	891,243
ACTIVE	PROJECTS	02207099 LITTLE WEKIVA RIVER REST PROJ	160,515	44,571	115,944	-	115,944
ACTIVE	PROJECTS	02207106 BALMY BEACH @ WALMART SIGNAL	219,744	153,238	66,506	-	66,506
ACTIVE	PROJECTS	02307065 STORMWATER MASTER PLAN	213,126	60,718	152,408	-	152,408
ACTIVE	PROJECTS	02307072 HOWELL CREEK BANK STABILIZATIO	1,000	-	1,000	-	1,000
ACTIVE	PROJECTS	02307073 HIBISCUS LN BAFFLE BOX EFFICIE	143,000	74,837	68,163	-	68,163
ACTIVE	PROJECTS	02307075 MAST ARMS-LK MARY BL @ LK EMMA	656,466	35,641	620,825	-	620,825
ACTIVE	PROJECTS	02307076 MAST ARMS-LK MARY BLV @ SUN DR	613,859	271,421	342,438	-	342,438
ACTIVE	PROJECTS	02307077 MAST ARM-LK MARY BL@LK MRY CEI	605,367	246,947	358,420	-	358,420
ACTIVE	PROJECTS	02307078 MAST ARMS-LK MARY BL@INTERNTN	527,013	227,387	299,626	-	299,626
ACTIVE	PROJECTS	02307079 MAST ARM-TUSKAWILLA@WILLA SPI	675,299	633,807	41,492	-	41,492
ACTIVE	PROJECTS	02307084 MARKHAM RD (HEATHROW)	1,796,028	-	1,796,028	-	1,796,028
ACTIVE	PROJECTS	02307094 HMGP COVID LAKE HARNEY CIR	85,587	18,830	66,758	-	66,758
ACTIVE	PROJECTS	02307095 HMGP COVID OLD MIMS JUNGLE RD	63,647	32,353	31,294	-	31,294
ACTIVE	PROJECTS	02407065 OXFORD RD IMPROVEMENTS 11560	17,730,325	1,860,230	15,870,094	0	15,870,094
ACTIVE	PROJECTS	02407066 CR426 @ LOCKWOOD BLVD MAST A	650,000	-	650,000	-	650,000
ACTIVE	PROJECTS	02407068 INTERNAT DR @ WAYSIDE MAST ARM	592,974	31,750	561,224	-	561,224
ACTIVE	PROJECTS	02407074 AMANDA ST ROAD IMPROVEMENTS	254,558	10,168	244,391	-	244,391
ACTIVE	PROJECTS	02407089 TRAIL SAFETY PROJECTS	1,782,610	1,180,025	602,585	-	602,585
ACTIVE	PROJECTS	02407093 TRAIL SIGNAGE PROJECTS	143,000	108,944	34,056	-	34,056
ACTIVE	PROJECTS	02407094 TRAIL AMENITIES	68,900	-	68,900	-	68,900
ACTIVE	PROJECTS	02407095 CROSS SEMINOLE TRAIL MARKING	876,512	486,033	390,478	-	390,478
ACTIVE	PROJECTS	02407096 SEMINOLE WEKIVA TRAIL MARKING	654,621	466,050	188,571	-	188,571
ACTIVE	PROJECTS	02407097 FLAGLER TRAIL MARKING	348,770	79,911	268,859	-	268,859
ACTIVE	PROJECTS	02407098 KEWANNEE TRAIL MARKING	66,019	15,013	51,007	-	51,007
ACTIVE	PROJECTS	02407099 SANFORD AVE RAILROAD CROSSING	163,645	-	163,645	-	163,645
ACTIVE	PROJECTS	02407106 NRCS-IAN-COST SHARE 11560	56,573	56,554	19	-	19
ACTIVE	PROJECTS	02407107 17-92 FIBER TRIPLET LKTO SR436	263,975	33,250	230,725	-	230,725
ACTIVE	PROJECTS	02407109 SR434 & SR427 INTERSECTION IMP	7,000,000	-	7,000,000	-	7,000,000
ACTIVE	PROJECTS	02407118 GREENWOOD BLVD @ LAKE WAY MA	700,000	-	700,000	-	700,000
ACTIVE	PROJECTS	02407119 LAKE WAY @ LONGWOOD MAST ARM	754,397	43,776	710,621	-	710,621
ACTIVE	PROJECTS	02407120 RED BUG LAKE @ CITRUS RD MAST	700,000	-	700,000	-	700,000
ACTIVE	PROJECTS	02407121 WEKIVA SPRNG @ FOX VALLEY MAST	653,423	34,082	619,341	-	619,341
ACTIVE	PROJECTS	02504122 SYLVAN LAKE TENNIS CT REPLACE	80,000	-	80,000	-	80,000
ACTIVE	PROJECTS	02504124 LAVENDER LAND PURCHASE 3RD GI	1,079,500	1,007,054	72,446	-	72,446
ACTIVE	PROJECTS	02507031 CR427 @ HESTER MAST ARM	754,801	47,794	707,007	-	707,007
ACTIVE	PROJECTS	02507033 TRAFFIC CCTV CAMERAS	210,911	108,627	102,284	-	102,284
ACTIVE	PROJECTS	02507043 LK HOWELL HYDRO NUTRIENT	250,000	-	250,000	-	250,000
ACTIVE	PROJECTS	02507044 LITTLE WEKIVA SEDIMENT	100,000	15,182	84,818	-	84,818
ACTIVE	PROJECTS	02507045 WATER QUALITY MASTER PLAN	250,000	16,983	233,017	-	233,017

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	PROJECTS	02507046 BOLAND DRAINAGE IMPROVEMENT	847,704	-	847,704	-	847,704
ACTIVE	PROJECTS	02507055 MARXAN MODEL STRATEGY ECFRPC	120,000	5,000	115,000	-	115,000
ACTIVE	PROJECTS	02507057 WEKIVA BASIN AREA FLOOD STUDY	159,349	-	159,349	-	159,349
ACTIVE	PROJECTS	02507061 MARYLAND ST/ASTOR FARMS	120,083	-	120,083	-	120,083
ACTIVE	PROJECTS	02507062 HUNTER TRAIL DEPRESSION EVAL	745,347	499,715	245,632	-	245,632
ACTIVE	PROJECTS	02507065 MICHIGAN AVE MITIGATION	376,573	190,943	185,630	-	185,630
ACTIVE	PROJECTS	02507066 WACCASSA BERM REMOVAL	1,000	-	1,000	-	1,000
ACTIVE	PROJECTS	02507068 SAFE STREETS & ROADS MATCH	200,000	-	200,000	-	200,000
ACTIVE	PROJECTS	02507069 IAN S COUNTRY CLUB RD FLOODIN(	365,291	297,369	67,922	-	67,922
ACTIVE	PROJECTS	02507071 DELEON ST DRAINAGE IMPROVEMEI	2,680,305	-	2,680,305	-	2,680,305
ACTIVE	PROJECTS	99999903 PROJECT CONTINGENCY - 11560	1,000,000	-	1,000,000	-	1,000,000
ACTIVE	PROJECTS	99999906 PROGRAM MANAGEMENT (GEC)	3,264,520	1,857,110	1,407,409	-	1,407,409
COMPLETE	PROJECTS	01785136 SR 434 at Mitchell Hammock Rd	1,541,663	1,541,663	-	-	-
COMPLETE	PROJECTS	01785149 ALTAMONTE SUNRAIL BIKE/PED IMP	944,062	944,062	0	(0)	0
COMPLETE	PROJECTS	01785315 COUNTY TRAILS IMPROVEMENTS	61,017	-	61,017	(61,017)	-
COMPLETE	PROJECTS	01785340 ECON LAKE CRESCENT DRAING EVA	44,107	44,107	-	-	-
COMPLETE	PROJECTS	01785488 CRANE STRAND CANAL CULVERT RE	7,344	7,344	-	-	-
COMPLETE	PROJECTS	01785718 CURRYVILLE - IRMA	138,664	138,664	0	(0)	(0)
COMPLETE	PROJECTS	01907047 CONNECTED VEHICLE/ICM EQUIP	380,735	380,735	-	-	-
COMPLETE	PROJECTS	02007013 CROSS SEM TRAIL NORTH CONNEC	19,882	-	19,882	(19,882)	-
COMPLETE	PROJECTS	02007024 WEKIVA BMAP/PFA GRDWTR ANALYS	14,320	-	14,320	(14,320)	-
COMPLETE	PROJECTS	02007101 MILLER RD CULVT DRAINAGE HMGP	27,976	23,910	4,066	(4,066)	(0)
COMPLETE	PROJECTS	02104046 CROSS SEMINOLE TRAIL SPUR-ADA	111,094	111,094	-	-	-
COMPLETE	PROJECTS	02107082 SR 434 @ SAND LAKE RD SIGNAL	444,665	444,665	-	-	-
COMPLETE	PROJECTS	02207072 SR436 @ PRAIRIE LAKE MAST ARM	132,908	-	132,908	(132,908)	-
COMPLETE	PROJECTS	02207084 SLAVIA RD EXTENSON SR426-SR434	41,574	41,574	-	-	-
COMPLETE	PROJECTS	02207095 USGS GEO SURVEY RAIN MONITORN	98,140	98,140	-	-	-
COMPLETE	PROJECTS	02207097 WOODLAND PH2 SUBDV OUTFALL F	747,221	747,221	-	-	-
COMPLETE	PROJECTS	02307100 WEKIVA SPRINGS RD PAVING	611,415	611,415	-	-	-
COMPLETE	PROJECTS	02404067 LAKE MARKHAM ROAD DRAINAGE	9,600,000	9,592,682	7,318	(7,318)	-
COMPLETE	PROJECTS	02407072 SPRING LAKE OUTFALL EXCAVATION	1,893	-	1,893	(1,893)	-
COMPLETE	PROJECTS	02407091 SYLVAN PARK LOOP TRAIL	271,107	259,474	11,633	(11,633)	-
COMPLETE	PROJECTS	02407092 SANLANDO LOOP TRAIL	5,947	232	5,715	(5,715)	-
COMPLETE	PROJECTS	02407116 TUCKER DR SIDEWALK	393,636	393,636	-	-	-
COMPLETE	PROJECTS	02407117 BRENTWOOD AVE SIDEWALK	283,300	283,300	-	-	-
COMPLETE	PROJECTS	02507032 TRAFFIC RADIO TO FIBER CONVRSN	222,165	220,661	1,504	(1,504)	(0)
COMPLETE	PROJECTS	02507034 TRAFFIC LAYER 2 SWITCHES	111,164	111,143	20	(20)	(0)
COMPLETE	PROJECTS	02507035 MARKHAM WOODS RESURFAC ENC	1,111,663	1,111,663	-	-	-
COMPLETE	PROJECTS	02507037 MARKHAM WOODS RESURF LK MAR	1,445,162	1,445,162	-	-	-
COMPLETE	PROJECTS	02507039 E LK MARY BLVD RESURF US17-92	1,844,474	1,438,311	406,163	(406,163)	-
COMPLETE	PROJECTS	02507041 SANFORD AVE RESURFAC LEMON S	1,005,501	1,005,501	-	-	-
COMPLETE	PROJECTS	02507064 BLUE FISH ROADWAY PIPE REPLACE	230,373	210,693	19,680	(19,680)	-
COMPLETE	PROJECTS	02507073 MILTON - RED BUG WASHOUT 1156(	104,164	104,164	-	-	-
COMPLETE	PROJECTS	02507074 MILTON - DEAN ROAD 11560	155,103	155,103	-	-	-
COMPLETE	PROJECTS	02507075 MILTON - NRCS SURVEY 11560	8,327	8,327	-	-	-
COMPLETE	FACILITIES	00006941 JAIL-DOOR ACCESS CONTROL 1156	753,000	714,327	38,673	(38,673)	-
USES Total			**168,936,187**	**69,826,267**	**99,109,920**	**(6,314,767)**	**92,795,153**
11560 2014 INFRASTRUCTURE SALES TAX Total			**161,936,187**	**69,826,267**	**92,109,920**	**(92,109,920)**	**0**

11580 2024 INFRASTRUCTURE SALES TAX

SOURCES

FUND BALANCE			-	-	-	(4,100,000)	(4,100,000)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
SOURCES Total			**-**	**-**	**-**	**(4,100,000)**	**(4,100,000)**
USES							
RESERVES						4,100,000	4,100,000
USES Total						**4,100,000**	**4,100,000**
11580 2024 INFRASTRUCTURE SALES TAX Total			**-**	**-**	**-**	**-**	**-**
11641 PUBLIC WORKS-INTERLOCAL AGREEM							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	00198112 CR46A & ORANGE BL CAPACITY IMP	(29,400)	-	(29,400)	-	(29,400)
ACTIVE	PROJECTS	02507056 OXFORD RD SW & DRAINAGE 11641	(3,382,598)	(1,022,150)	(2,360,449)	-	(2,360,449)
ACTIVE	PROJECTS	02507070 OLD LAKE MARY RD INTERLOCAL	(54,228)	-	(54,228)	-	(54,228)
COMPLETE	PROJECTS	02207103 NORTHWESTERN BRIDGE REPL ALTI	(23,840)	-	(23,840)	23,840	-
COMPLETE	PROJECTS	02207107 WYMORE RD IMPROVEMENTS - ALT S	(268,994)	(12,241)	(256,753)	256,753	-
SOURCES Total			**(3,759,060)**	**(1,034,391)**	**(2,724,670)**	**280,593**	**(2,444,077)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	00198112 CR46A & ORANGE BL CAPACITY IMP	29,400	-	29,400	-	29,400
ACTIVE	PROJECTS	02507056 OXFORD RD SW & DRAINAGE 11641	3,382,598	1,022,150	2,360,449	-	2,360,449
ACTIVE	PROJECTS	02507070 OLD LAKE MARY RD INTERLOCAL	54,228	-	54,228	-	54,228
COMPLETE	PROJECTS	02207103 NORTHWESTERN BRIDGE REPL ALTI	23,840	-	23,840	(23,840)	-
COMPLETE	PROJECTS	02207107 WYMORE RD IMPROVEMENTS - ALT S	268,994	12,241	256,753	(256,753)	-
USES Total			**3,759,060**	**1,034,391**	**2,724,670**	**(280,593)**	**2,444,077**
11641 PUBLIC WORKS-INTERLOCAL AGREEM Total			**-**	**(0)**	**-**	**-**	**-**
11800 EMS TRUST FUND							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02405034 EMS TRUST GRANT FY23/24	(63,898)	(71,280)	7,382	(43,762)	(36,380)
COMPLETE	GRANTS	02318004 EMS TRUST INTEREST & LAPSE APP	(2,622)	-	(2,622)	2,622	-
SOURCES Total			**(66,520)**	**(71,280)**	**4,760**	**(41,140)**	**(36,380)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02405034 EMS TRUST GRANT FY23/24	107,660	71,280	36,380	-	36,380
COMPLETE	GRANTS	02318004 EMS TRUST INTEREST & LAPSE APP	2,622	-	2,622	(2,622)	-
USES Total			**110,282**	**71,280**	**39,002**	**(2,622)**	**36,380**
11800 EMS TRUST FUND Total			**43,762**	**-**	**43,762**	**(43,762)**	**-**
11901 COMMUNITY DEVELOPMEN BLK GRANT							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06650320 CDBG-COVID-19	(842,778)	(833,516)	(9,262)	-	(9,262)
ACTIVE	GRANTS	06652021 CDBG GRANT 20-21	(453,710)	(150,642)	(303,068)	-	(303,068)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	GRANTS	06652223 CDBG GRANT 22-23	(534,646)	(466,203)	(68,443)	-	(68,443)
ACTIVE	GRANTS	06652324 CDBG GRANT 23-24	(1,236,681)	(1,169,334)	(67,347)	-	(67,347)
ACTIVE	GRANTS	06652425 CDBG GRANT 24-25	(2,161,355)	(1,063,685)	(1,097,670)	(39,000)	(1,136,670)
COMPLETE	FLEET	02506001 FORD MAVERICK NEW1	(39,000)	(34,567)	(4,433)	4,433	-
COMPLETE	GRANTS	06651920 CDBG GRANT 19-20	(40,000)	(40,000)	-	-	-
COMPLETE	GRANTS	06652122 CDBG GRANT 21-22	(335,720)	(335,719)	(0)	0	-
SOURCES Total			**(5,643,890)**	**(4,093,665)**	**(1,550,225)**	**(34,567)**	**(1,584,791)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06650320 CDBG-COVID-19	852,040	833,516	18,524	(9,262)	9,262
ACTIVE	GRANTS	06652021 CDBG GRANT 20-21	453,710	150,642	303,068	-	303,068
ACTIVE	GRANTS	06652223 CDBG GRANT 22-23	534,646	466,203	68,443	-	68,443
ACTIVE	GRANTS	06652324 CDBG GRANT 23-24	1,236,681	1,169,334	67,347	-	67,347
ACTIVE	GRANTS	06652425 CDBG GRANT 24-25	2,200,355	1,063,685	1,136,670	-	1,136,670
COMPLETE	FLEET	02506001 FORD MAVERICK NEW1	39,000	34,567	4,433	(4,433)	(0)
COMPLETE	GRANTS	06651920 CDBG GRANT 19-20	40,000	40,000	-	-	-
COMPLETE	GRANTS	06652122 CDBG GRANT 21-22	335,720	335,719	0	(0)	(0)
USES Total			**5,692,152**	**4,093,665**	**1,598,487**	**(13,696)**	**1,584,791**
11901 COMMUNITY DEVELOPMEN BLK GRANT Total			**48,262**	**-**	**48,262**	**(48,262)**	**(0)**

11902 HOME PROGRAM GRANT

SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02118006 HOME ARPA GRANT FY21	(3,019,496)	(1,436,625)	(1,582,871)	(4,574)	(1,587,445)
ACTIVE	GRANTS	06662122 HOME PROGRAM 21-22	(516,498)	(493,377)	(23,121)	-	(23,121)
ACTIVE	GRANTS	06662223 HOME PROGRAM 22/23	(266,050)	(78,642)	(187,408)	-	(187,408)
ACTIVE	GRANTS	06662324 HOME PROGRAM 23-24	(827,655)	(629,225)	(198,430)	-	(198,430)
ACTIVE	GRANTS	06662425 HOME PROGRAM 24-25	(840,010)	(249,001)	(591,009)	(50,000)	(641,009)
COMPLETE	GRANTS	06662021 HOME PROGRAM 20/21	(110,566)	(107,709)	(2,857)	2,857	-
SOURCES Total			**(5,580,275)**	**(2,994,578)**	**(2,585,697)**	**(51,717)**	**(2,637,414)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02118006 HOME ARPA GRANT FY21	3,019,496	1,436,625	1,582,871	4,574	1,587,445
ACTIVE	GRANTS	06662122 HOME PROGRAM 21-22	516,498	493,377	23,121	-	23,121
ACTIVE	GRANTS	06662223 HOME PROGRAM 22/23	266,050	78,642	187,408	-	187,408
ACTIVE	GRANTS	06662324 HOME PROGRAM 23-24	835,655	629,225	206,430	(8,000)	198,430
ACTIVE	GRANTS	06662425 HOME PROGRAM 24-25	840,010	249,001	591,009	50,000	641,009
COMPLETE	GRANTS	06662021 HOME PROGRAM 20/21	110,566	107,709	2,857	(2,857)	-
USES Total			**5,588,275**	**2,994,578**	**2,593,697**	**43,717**	**2,637,414**
11902 HOME PROGRAM GRANT Total			**8,000**	**0**	**8,000**	**(8,000)**	**-**

11904 EMERGENCY SHELTER GRANTS

SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06682425 EMERGENCY SHELTER GRANT 24-25	(191,277)	(140,507)	(50,770)	-	(50,770)
ACTIVE	GRANTS	06689113 ESG-RUSH FY25	(303,030)	(55,243)	(247,787)	5,542	(242,245)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
COMPLETE	GRANTS	06682324 EMERGENCY SHELTER GRANT 23-24	(54,707)	(54,707)	-	-	-
COMPLETE	GRANTS	06689112 ESG-RUSH FY24	(95,325)	(95,325)	-	-	-
SOURCES Total			**(644,339)**	**(345,782)**	**(298,557)**	**5,542**	**(293,015)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06682425 EMERGENCY SHELTER GRANT 24-25	240,509	140,507	100,002	(49,232)	50,770
ACTIVE	GRANTS	06689113 ESG-RUSH FY25	303,030	55,243	247,787	(5,542)	242,245
COMPLETE	GRANTS	06682324 EMERGENCY SHELTER GRANT 23-24	54,707	54,707	0	-	0
COMPLETE	GRANTS	06689112 ESG-RUSH FY24	95,325	95,325	-	-	-
USES Total			**693,571**	**345,782**	**347,789**	**(54,774)**	**293,015**
11904 EMERGENCY SHELTER GRANTS Total			**49,232**	**-**	**49,232**	**(49,232)**	**0**

11905 COMMUNITY SVC BLOCK GRANT

SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02406006 CSBG - DRSF	(193,641)	(86,279)	(107,362)	(32,241)	(139,604)
ACTIVE	GRANTS	06622425 CSBG GRANT 24-25	(242,022)	(205,105)	(36,917)	(100,186)	(137,103)
ACTIVE	GRANTS	06622526 CSBG GRANT 25-26	(287,972)	-	(287,972)	(15,462)	(303,434)
COMPLETE	GRANTS	02106003 NEXTGEN CASE MGMT SOFTWARE	(10,000)	-	(10,000)	10,000	-
COMPLETE	GRANTS	06622324 CSBG GRANT 23-24	(18,005)	(18,005)	-	-	-
SOURCES Total			**(751,640)**	**(309,389)**	**(442,252)**	**(137,889)**	**(580,141)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02406006 CSBG - DRSF	193,641	86,279	107,362	32,241	139,604
ACTIVE	GRANTS	06622425 CSBG GRANT 24-25	342,208	205,105	137,103	(0)	137,103
ACTIVE	GRANTS	06622526 CSBG GRANT 25-26	322,723	-	322,723	(19,289)	303,434
COMPLETE	GRANTS	02106003 NEXTGEN CASE MGMT SOFTWARE	10,000	-	10,000	(10,000)	-
COMPLETE	GRANTS	06622324 CSBG GRANT 23-24	18,005	18,005	-	-	-
USES Total			**886,577**	**309,389**	**577,188**	**2,952**	**580,141**
11905 COMMUNITY SVC BLOCK GRANT Total			**134,937**	**(0)**	**134,937**	**(134,937)**	**-**

11908 DISASTER PREPAREDNESS

SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02301052 EMAP FY 23-24	(20,500)	-	(20,500)	-	(20,500)
ACTIVE	GRANTS	02610002 EMPA FY 25-26	(105,806)	(48,486)	(57,320)	-	(57,320)
COMPLETE	GRANTS	02410008 EMAP FY 24-25	(20,500)	(16,050)	(4,450)	4,450	-
COMPLETE	GRANTS	02501001 EMPA FY 24-25	(65,656)	(65,656)	-	-	-
COMPLETE	GRANTS	02510033 EMPG FY 24-25	(110,753)	(110,753)	-	-	-
SOURCES Total			**(323,215)**	**(240,945)**	**(82,270)**	**4,450**	**(77,820)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02301052 EMAP FY 23-24	20,500	-	20,500	-	20,500
ACTIVE	GRANTS	02610002 EMPA FY 25-26	105,806	48,486	57,320	(0)	57,320

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
COMPLETE	GRANTS	02410008 EMAP FY 24-25	20,500	16,050	4,450	(4,450)	-
COMPLETE	GRANTS	02501001 EMPA FY 24-25	65,656	65,656	0	(0)	(0)
COMPLETE	GRANTS	02510033 EMPG FY 24-25	110,753	110,753	-	-	(0)
USES Total			**323,215**	**240,945**	**82,270**	**(4,450)**	**77,820**
11908 DISASTER PREPAREDNESS Total			**-**	**-**	**0**	**(0)**	**(0)**

11909 MOSQUITO CONTROL GRANT

SOURCES

GRANT CARRYFORWARD

COMPLETE	GRANTS	00077434 MOSQUITO CONTROL GRANT	(55,670)	(52,179)	(3,491)	3,491	-
SOURCES Total			**(55,670)**	**(52,179)**	**(3,491)**	**3,491**	**-**

USES

GRANT CARRYFORWARD

COMPLETE	GRANTS	00077434 MOSQUITO CONTROL GRANT	55,670	55,670	-	-	-
USES Total			**55,670**	**55,670**	**-**	**-**	**-**
11909 MOSQUITO CONTROL GRANT Total			**-**	**3,491**	**(3,491)**	**3,491**	**-**

11912 PUBLIC SAFETY GRANTS (STATE)

SOURCES

GRANT CARRYFORWARD

ACTIVE	GRANTS	02301022 HAZARD ANALYSIS GRANT 22/23	(580)	-	(580)	-	(580)
ACTIVE	GRANTS	02401021 HAZARD ANALYSIS GRANT 23/24	(2,161)	-	(2,161)	-	(2,161)
ACTIVE	GRANTS	02401024 FL RESILIENT FLOOD COMP STUDY	(400,000)	(229,925)	(170,075)	-	(170,075)
ACTIVE	GRANTS	02501002 HAZARD ANALYSIS GRANT 24/25	(2,800)	-	(2,800)	-	(2,800)
ACTIVE	GRANTS	02610001 HAZARD ANALYSIS GRANT 25/26	(2,800)	-	(2,800)	-	(2,800)
COMPLETE	GRANTS	01901009 2018 SCHOOL SHELTER RETROFIT	(400,389)	-	(400,389)	400,389	-
SOURCES Total			**(808,731)**	**(229,925)**	**(578,806)**	**400,389**	**(178,417)**

USES

GRANT CARRYFORWARD

ACTIVE	GRANTS	02301022 HAZARD ANALYSIS GRANT 22/23	580	-	580	-	580
ACTIVE	GRANTS	02401021 HAZARD ANALYSIS GRANT 23/24	2,161	-	2,161	-	2,161
ACTIVE	GRANTS	02401024 FL RESILIENT FLOOD COMP STUDY	400,000	229,925	170,075	-	170,075
ACTIVE	GRANTS	02501002 HAZARD ANALYSIS GRANT 24/25	2,800	-	2,800	-	2,800
ACTIVE	GRANTS	02610001 HAZARD ANALYSIS GRANT 25/26	2,800	-	2,800	-	2,800
COMPLETE	GRANTS	01901009 2018 SCHOOL SHELTER RETROFIT	400,389	-	400,389	(400,389)	-
USES Total			**808,731**	**229,925**	**578,806**	**(400,389)**	**178,417**
11912 PUBLIC SAFETY GRANTS (STATE) Total			**-**	**-**	**-**	**-**	**-**

11915 PUBLIC SAFETY GRANTS (FEDERAL)

SOURCES

GRANT CARRYFORWARD

COMPLETE	GRANTS	02205060 SAFER PUBLIC SAFETY GRANT	(41,417)	(41,417)	-	-	-
SOURCES Total			**(41,417)**	**(41,417)**	**-**	**-**	**-**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
USES							
GRANT CARRYFORWARD							
COMPLETE	GRANTS	02205060 SAFER PUBLIC SAFETY GRANT	41,417	41,417	-	-	-
USES Total			**41,417**	**41,417**	**-**	**-**	**-**
11915 PUBLIC SAFETY GRANTS (FEDERAL) Total			**-**	**-**	**-**	**-**	**-**

11916 PUBLIC WORKS GRANTS

SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	00006622 SLDRS CREEK REG STMW FAC GRAN	(120,785)	(78,287)	(42,499)	28	(42,471)
ACTIVE	GRANTS	02107098 LAKE JESUP WATERSHED PROJECT	(142,550)	-	(142,550)	-	(142,550)
ACTIVE	GRANTS	02307086 LITTLE WEKIVA RIV REST-FEDERAL	(227,331)	(99,920)	(127,411)	(20,000)	(147,411)
ACTIVE	GRANTS	02307102 CROSS SEMINOLE TRAIL OVERPASS	(1,083,829)	-	(1,083,829)	-	(1,083,829)
ACTIVE	GRANTS	02307113 WEKIVA SPRINGS INTER - GRANT	(500,000)	-	(500,000)	-	(500,000)
ACTIVE	GRANTS	02407062 MIDWAY DRAINAGE IMPROVEMNT F	(1,304,000)	-	(1,304,000)	-	(1,304,000)
ACTIVE	GRANTS	02407076 MIDWAY DRAINAGE RESILIANT FL	(7,194,500)	-	(7,194,500)	-	(7,194,500)
ACTIVE	GRANTS	02407077 FL APPROP-LAKE JESUP WATERSHEI	(2,000,000)	-	(2,000,000)	1,000,000	(1,000,000)
ACTIVE	GRANTS	02407079 WILLOW LAKE DRAIN RESILIENT FL	(2,588,676)	(2,102,302)	(486,374)	-	(486,374)
ACTIVE	GRANTS	02407108 CELERY/MELLONVILLE TRAIL LAP	(3,502,639)	(1,732,761)	(1,769,878)	-	(1,769,878)
ACTIVE	GRANTS	02507058 NRCS-MILTON GRANT	(15,390,921)	(2,933,903)	(12,457,018)	1,699,741	(10,757,277)
COMPLETE	GRANTS	00015007 OXFORD RD IMPROVEMENTS 11916	(199,391)	-	(199,391)	199,391	-
COMPLETE	GRANTS	02107092 SR434 ROUNDABOUTS LAP AGMT	(602,912)	(231,221)	(371,691)	371,691	-
COMPLETE	GRANTS	02107097 WEKIVA SPRINGHEAD WELL MONIT(	(13,673)	-	(13,673)	13,673	-
COMPLETE	GRANTS	02307090 SR415 @ CELERY MAST ARM JPA	(37,872)	-	(37,872)	37,872	-
COMPLETE	GRANTS	02407063 NRCS-IAN GRANT	(341,813)	(134,858)	(206,955)	206,955	-
COMPLETE	GRANTS	02407080 NEBRASKA BRIDGE RESILIENT FL	(981,934)	(462,965)	(518,969)	518,969	-
COMPLETE	GRANTS	02407101 SAND LAKE RD@SR434 INTERST IMF	(493,631)	(493,631)	-	-	-
SOURCES Total			**(36,726,459)**	**(8,269,848)**	**(28,456,611)**	**4,028,321**	**(24,428,290)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	00006622 SLDRS CREEK REG STMW FAC GRAN	120,785	78,315	42,471	(0)	42,471
ACTIVE	GRANTS	02107098 LAKE JESUP WATERSHED PROJECT	142,550	-	142,550	-	142,550
ACTIVE	GRANTS	02307086 LITTLE WEKIVA RIV REST-FEDERAL	247,331	99,920	147,411	-	147,411
ACTIVE	GRANTS	02307102 CROSS SEMINOLE TRAIL OVERPASS	1,083,829	-	1,083,829	-	1,083,829
ACTIVE	GRANTS	02307113 WEKIVA SPRINGS INTER - GRANT	500,000	-	500,000	-	500,000
ACTIVE	GRANTS	02407062 MIDWAY DRAINAGE IMPROVEMNT F	1,304,000	-	1,304,000	-	1,304,000
ACTIVE	GRANTS	02407076 MIDWAY DRAINAGE RESILIANT FL	7,194,500	-	7,194,500	-	7,194,500
ACTIVE	GRANTS	02407077 FL APPROP-LAKE JESUP WATERSHEI	2,000,000	-	2,000,000	(1,000,000)	1,000,000
ACTIVE	GRANTS	02407079 WILLOW LAKE DRAIN RESILIENT FL	2,588,676	2,102,302	486,374	-	486,374
ACTIVE	GRANTS	02407108 CELERY/MELLONVILLE TRAIL LAP	3,502,639	1,732,761	1,769,878	-	1,769,878
ACTIVE	GRANTS	02507058 NRCS-MILTON GRANT	15,390,921	2,933,903	12,457,018	(1,699,741)	10,757,277
COMPLETE	GRANTS	00015007 OXFORD RD IMPROVEMENTS 11916	199,391	-	199,391	(199,391)	-
COMPLETE	GRANTS	02107092 SR434 ROUNDABOUTS LAP AGMT	602,912	231,221	371,691	(371,691)	-
COMPLETE	GRANTS	02107097 WEKIVA SPRINGHEAD WELL MONIT(	13,673	-	13,673	(13,673)	-
COMPLETE	GRANTS	02307090 SR415 @ CELERY MAST ARM JPA	37,872	-	37,872	(37,872)	-
COMPLETE	GRANTS	02407063 NRCS-IAN GRANT	341,813	134,858	206,955	(206,955)	-
COMPLETE	GRANTS	02407080 NEBRASKA BRIDGE RESILIENT FL	981,934	462,965	518,969	(518,969)	-
COMPLETE	GRANTS	02407101 SAND LAKE RD@SR434 INTERST IMF	493,631	493,631	-	-	(0)
USES Total			**36,746,459**	**8,269,876**	**28,476,583**	**(4,048,293)**	**24,428,290**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
11916 PUBLIC WORKS GRANTS Total			**20,000**	**28**	**19,972**	**(19,972)**	**(0)**
11917 LEISURE SERVICES GRANTS							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02004044 SPRING HAMMOCK WATER CSV GRA	(1,000,000)	(898,006)	(101,994)	-	(101,994)
ACTIVE	GRANTS	02404061 FDEP ED RECLAIM WATER-NF100 GI	(98,509)	(37,150)	(61,359)	-	(61,359)
SOURCES Total			**(1,098,509)**	**(935,157)**	**(163,353)**	**-**	**(163,353)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02004044 SPRING HAMMOCK WATER CSV GRA	1,000,000	898,006	101,994	-	101,994
ACTIVE	GRANTS	02404061 FDEP ED RECLAIM WATER-NF100 GI	98,509	37,150	61,359	-	61,359
USES Total			**1,098,509**	**935,157**	**163,353**	**-**	**163,353**
11917 LEISURE SERVICES GRANTS Total			**0**	**-**	**-**	**-**	**-**
11919 COMMUNITY SVC GRANTS							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02406002 VGB POOL & SPA SAFETY GRANT	(69,067)	(66,152)	(2,915)	-	(2,915)
COMPLETE	GRANTS	00276961 SHELTER PLUS CARE	(761,567)	(761,567)	-	-	-
SOURCES Total			**(830,634)**	**(827,719)**	**(2,915)**	**-**	**(2,915)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02406002 VGB POOL & SPA SAFETY GRANT	69,067	66,152	2,915	-	2,915
COMPLETE	GRANTS	00276961 SHELTER PLUS CARE	761,567	761,567	(0)	0	(0)
USES Total			**830,634**	**827,719**	**2,915**	**0**	**2,915**
11919 COMMUNITY SVC GRANTS Total			**-**	**-**	**(0)**	**0**	**(0)**
11920 NEIGHBOR STABIL PROGRAM GRANT							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	00276971 NEIGHBOR STAB PROG GRANT ADM	(376,195)	(157,571)	(218,624)	-	(218,624)
ACTIVE	GRANTS	00276973 NEIGHBOR STAB PROG-NSP3 ADMI	(85,527)	(48,264)	(37,262)	-	(37,262)
SOURCES Total			**(461,722)**	**(205,835)**	**(255,887)**	**-**	**(255,887)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	00276971 NEIGHBOR STAB PROG GRANT ADM	376,195	157,571	218,624	-	218,624
ACTIVE	GRANTS	00276973 NEIGHBOR STAB PROG-NSP3 ADMI	85,527	48,264	37,262	-	37,262
USES Total			**461,722**	**205,835**	**255,887**	**-**	**255,887**
11920 NEIGHBOR STABIL PROGRAM GRANT Total			**-**	**-**	**(0)**	**-**	**-**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
11925 DCF REINVESTMENT GRANT FUND							
SOURCES							
GRANT CARRYFORWARD							
COMPLETE	GRANTS	01785967 DCF REINVESTMENT GRANT 21-24	(265,110)	(183,146)	(81,963)	81,963	-
SOURCES Total			**(265,110)**	**(183,146)**	**(81,963)**	**81,963**	**-**
USES							
GRANT CARRYFORWARD							
COMPLETE	GRANTS	01785967 DCF REINVESTMENT GRANT 21-24	265,110	183,146	81,963	(81,963)	-
USES Total			**265,110**	**183,146**	**81,963**	**(81,963)**	**-**
11925 DCF REINVESTMENT GRANT FUND Total			**-**	**-**	**-**	**-**	**-**
11930 RESOURCE MANAGEMENT GRANTS							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	01785699 DOJ COSAP 22-25 GRANT	(896,221)	(560,973)	(335,248)	-	(335,248)
ACTIVE	GRANTS	01785700 DOJ ADC ENHANCEMENT 23-27	(999,926)	(138,322)	(861,604)	-	(861,604)
ACTIVE	GRANTS	01785701 DOJ MENTAL HEALTH COURT 23-26	(419,368)	(267,227)	(152,140)	-	(152,140)
ACTIVE	GRANTS	01785968 DOJ VET TREAT CORT 22-26 GRANT	(519,094)	(148,467)	(370,626)	-	(370,626)
ACTIVE	GRANTS	02418003 FEDERAL EECBG GRANT	(287,440)	-	(287,440)	-	(287,440)
ACTIVE	GRANTS	02518003 DCF COURT DIVERSION PROGRAMS	(413,148)	(144,629)	(268,519)	123,890	(144,629)
COMPLETE	GRANTS	02518004 SAMHSA ADC GRANT	(397,700)	-	(397,700)	397,700	-
SOURCES Total			**(3,932,896)**	**(1,259,618)**	**(2,673,278)**	**521,590**	**(2,151,688)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	01785699 DOJ COSAP 22-25 GRANT	896,221	560,973	335,248	0	335,248
ACTIVE	GRANTS	01785700 DOJ ADC ENHANCEMENT 23-27	999,926	138,322	861,604	-	861,604
ACTIVE	GRANTS	01785701 DOJ MENTAL HEALTH COURT 23-26	424,860	267,227	157,633	(5,492)	152,140
ACTIVE	GRANTS	01785968 DOJ VET TREAT CORT 22-26 GRANT	519,594	148,467	371,126	(500)	370,626
ACTIVE	GRANTS	02418003 FEDERAL EECBG GRANT	287,440	-	287,440	-	287,440
ACTIVE	GRANTS	02518003 DCF COURT DIVERSION PROGRAMS	413,148	144,629	268,519	(123,890)	144,629
COMPLETE	GRANTS	02518004 SAMHSA ADC GRANT	397,700	-	397,700	(397,700)	-
USES Total			**3,938,888**	**1,259,618**	**2,679,270**	**(527,582)**	**2,151,688**
11930 RESOURCE MANAGEMENT GRANTS Total			**5,992**	**-**	**5,992**	**(5,992)**	**-**
11931 HOMELESSNESS GRANTS							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	00277015 PERMANENT SUPP HOUSING-GAP	(11,460)	-	(11,460)	-	(11,460)
SOURCES Total			**(11,460)**	**-**	**(11,460)**	**-**	**(11,460)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	00277015 PERMANENT SUPP HOUSING-GAP	11,460	-	11,460	-	11,460
USES Total			**11,460**	**-**	**11,460**	**-**	**11,460**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
11931 HOMELESSNESS GRANTS Total			**-**	**-**	**-**	**-**	**-**
11932 MISCELLANEOUS GRANTS							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02201013 DUKE ENERGY GRANT - OEM	(287)	-	(287)	-	(287)
ACTIVE	GRANTS	02301023 DUKE ENERGY MKT GRANT ED	(25,358)	-	(25,358)	6,552	(18,806)
ACTIVE	GRANTS	02501010 DUKE ENERGY GRANT FY25 - ED	(15,000)	(15,000)	-	(15,000)	(15,000)
COMPLETE	GRANTS	02510035 DUKE ENERGY GRANT FY25 - OEM	(10,000)	(10,000)	(0)	0	-
SOURCES Total			**(50,645)**	**(25,000)**	**(25,645)**	**(8,448)**	**(34,093)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02201013 DUKE ENERGY GRANT - OEM	287	-	287	-	287
ACTIVE	GRANTS	02301023 DUKE ENERGY MKT GRANT ED	25,358	6,552	18,806	-	18,806
ACTIVE	GRANTS	02501010 DUKE ENERGY GRANT FY25 - ED	15,000	-	15,000	-	15,000
COMPLETE	GRANTS	02510035 DUKE ENERGY GRANT FY25 - OEM	10,000	10,000	0	(0)	-
USES Total			**50,645**	**16,552**	**34,093**	**(0)**	**34,093**
11932 MISCELLANEOUS GRANTS Total			**-**	**(8,448)**	**8,448**	**(8,448)**	**-**
11933 FEDERAL MITIGATION GRANTS							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02007155 HMGP GRANT-NOLAN ROAD	(374,624)	-	(374,624)	-	(374,624)
ACTIVE	GRANTS	02007158 HMGP GRANT-HILLVIEW DR	(2,958,151)	-	(2,958,151)	-	(2,958,151)
ACTIVE	GRANTS	02307092 HMGP COVID LAKE HARNEY CIR	(3,118)	-	(3,118)	-	(3,118)
ACTIVE	GRANTS	02307093 HMGP COVID OLD MIMS JUNGLE RD	(3,040)	-	(3,040)	-	(3,040)
ACTIVE	GRANTS	10024001 HMGP IAN PROJECT#4673-090-R	(181,078)	(143,987)	(37,091)	-	(37,091)
ACTIVE	GRANTS	10025001 HMGP IAN #4673-141-R WHITCOME	(575,971)	-	(575,971)	-	(575,971)
ACTIVE	GRANTS	10025003 HMGP IAN #4673-184-R WHITCOME	(1,373,813)	-	(1,373,813)	-	(1,373,813)
SOURCES Total			**(5,469,794)**	**(143,987)**	**(5,325,807)**	**-**	**(5,325,807)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02007155 HMGP GRANT-NOLAN ROAD	374,624	-	374,624	-	374,624
ACTIVE	GRANTS	02007158 HMGP GRANT-HILLVIEW DR	2,958,151	-	2,958,151	-	2,958,151
ACTIVE	GRANTS	02307092 HMGP COVID LAKE HARNEY CIR	3,118	-	3,118	-	3,118
ACTIVE	GRANTS	02307093 HMGP COVID OLD MIMS JUNGLE RD	3,040	-	3,040	-	3,040
ACTIVE	GRANTS	10024001 HMGP IAN PROJECT#4673-090-R	181,078	143,987	37,091	-	37,091
ACTIVE	GRANTS	10025001 HMGP IAN #4673-141-R WHITCOME	575,971	-	575,971	-	575,971
ACTIVE	GRANTS	10025003 HMGP IAN #4673-184-R WHITCOME	1,373,813	-	1,373,813	-	1,373,813
USES Total			**5,469,794**	**143,987**	**5,325,807**	**-**	**5,325,807**
11933 FEDERAL MITIGATION GRANTS Total			**-**	**-**	**-**	**-**	**-**
11937 AMERICAN RESCUE PLN-SLFRF ARPA							
SOURCES							
GRANT CARRYFORWARD							

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
COMPLETE	GRANTS	02118011 ARPA-BUDGET STABILIZATION	(11,571,499)	(11,485,018)	(86,481)	86,481	-
SOURCES Total			**(11,571,499)**	**(11,485,018)**	**(86,481)**	**86,481**	**-**
USES							
GRANT CARRYFORWARD							
COMPLETE	GRANTS	02118011 ARPA-BUDGET STABILIZATION	11,571,499	11,571,499	-	-	-
USES Total			**11,571,499**	**11,571,499**	**-**	**-**	**-**
11937 AMERICAN RESCUE PLN-SLFRF ARPA Total			**-**	**86,481**	**(86,481)**	**86,481**	**-**
11940 ENVIRONMENTAL SERVICES GRANTS							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02509031 SEPTIC UPGRADE PROGRAM-WEKIV	(2,222,222)	-	(2,222,222)	-	(2,222,222)
COMPLETE	GRANTS	02408034 SEPTIC TO SEWER -WEKIVA APPROP	(1,000,000)	-	(1,000,000)	1,000,000	-
COMPLETE	GRANTS	02408036 SEPTIC TO SEWER - WEKIVA GRANT	(10,044,027)	-	(10,044,027)	10,044,027	-
SOURCES Total			**(13,266,249)**	**-**	**(13,266,249)**	**11,044,027**	**(2,222,222)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02509031 SEPTIC UPGRADE PROGRAM-WEKIV	2,222,222	-	2,222,222	-	2,222,222
COMPLETE	GRANTS	02408034 SEPTIC TO SEWER -WEKIVA APPROP	1,000,000	-	1,000,000	(1,000,000)	-
COMPLETE	GRANTS	02408036 SEPTIC TO SEWER - WEKIVA GRANT	10,044,027	-	10,044,027	(10,044,027)	-
USES Total			**13,266,249**	**-**	**13,266,249**	**(11,044,027)**	**2,222,222**
11940 ENVIRONMENTAL SERVICES GRANTS Total			**-**	**-**	**-**	**-**	**-**
11942 FIRE GRANTS FEDERAL							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02505033 2025 SHSGP - FIRE USAR	(272,500)	-	(272,500)	-	(272,500)
ACTIVE	GRANTS	02505034 FIRE SHSGP FY25 R1087	(22,380)	-	(22,380)	-	(22,380)
COMPLETE	GRANTS	02305039 FIRE SHSGP FY23	(40,900)	(39,772)	(1,128)	1,128	-
COMPLETE	GRANTS	02405037 FIRE SHSGP FY24	(43,281)	(37,327)	(5,954)	5,954	-
COMPLETE	GRANTS	02405042 2024 SHSGP - FIRE USAR	(141,800)	(85,728)	(56,072)	56,072	-
SOURCES Total			**(520,861)**	**(162,828)**	**(358,033)**	**63,153**	**(294,880)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	02505033 2025 SHSGP - FIRE USAR	272,500	-	272,500	-	272,500
ACTIVE	GRANTS	02505034 FIRE SHSGP FY25 R1087	22,380	-	22,380	-	22,380
COMPLETE	GRANTS	02305039 FIRE SHSGP FY23	40,900	39,772	1,128	(1,128)	-
COMPLETE	GRANTS	02405037 FIRE SHSGP FY24	43,281	37,327	5,954	(5,954)	-
COMPLETE	GRANTS	02405042 2024 SHSGP - FIRE USAR	141,800	85,728	56,072	(56,072)	0
USES Total			**520,861**	**162,828**	**358,033**	**(63,153)**	**294,880**
11942 FIRE GRANTS FEDERAL Total			**-**	**-**	**-**	**-**	**0**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
12022 SHIP AFFORDABLE HOUSING 21/22							
SOURCES							
GRANT CARRYFORWARD							
COMPLETE	GRANTS	06672122 SHIP AFFORDABLE HOUSING 21/22	(212,297)	(155,092)	(57,205)	57,205	-
SOURCES Total			**(212,297)**	**(155,092)**	**(57,205)**	**57,205**	**-**
USES							
GRANT CARRYFORWARD							
COMPLETE	GRANTS	06672122 SHIP AFFORDABLE HOUSING 21/22	212,297	155,092	57,205	(57,205)	-
USES Total			**212,297**	**155,092**	**57,205**	**(57,205)**	**-**
12022 SHIP AFFORDABLE HOUSING 21/22 Total			**-**	**-**	**-**	**-**	**-**
12023 SHIP AFFORDABLE HOUSING 22/23							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06672223 SHIP AFFORDABLE HOUSING 22/23	(4,771,817)	(3,019,377)	(1,752,440)	-	(1,752,440)
SOURCES Total			**(4,771,817)**	**(3,019,377)**	**(1,752,440)**	**-**	**(1,752,440)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06672223 SHIP AFFORDABLE HOUSING 22/23	4,771,817	3,019,377	1,752,440	-	1,752,440
USES Total			**4,771,817**	**3,019,377**	**1,752,440**	**-**	**1,752,440**
12023 SHIP AFFORDABLE HOUSING 22/23 Total			**-**	**-**	**-**	**-**	**-**
12024 SHIP AFFORDABLE HOUSING 23/24							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06672324 SHIP AFFORDABLE HOUSING 23/24	(5,519,369)	(845,721)	(4,673,648)	-	(4,673,648)
SOURCES Total			**(5,519,369)**	**(845,721)**	**(4,673,648)**	**-**	**(4,673,648)**
USES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06672324 SHIP AFFORDABLE HOUSING 23/24	5,519,369	845,721	4,673,648	-	4,673,648
USES Total			**5,519,369**	**845,721**	**4,673,648**	**-**	**4,673,648**
12024 SHIP AFFORDABLE HOUSING 23/24 Total			**-**	**-**	**-**	**-**	**-**
12025 SHIP AFFORDABLE HOUSING 24/25							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	06672425 SHIP AFFORDABLE HOUSING 24/25	(3,719,380)	(332,142)	(3,387,239)	(413,844)	(3,801,083)
SOURCES Total			**(3,719,380)**	**(332,142)**	**(3,387,239)**	**(413,844)**	**(3,801,083)**
USES							
GRANT CARRYFORWARD							

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	GRANTS	06672425 SHIP AFFORDABLE HOUSING 24/25	4,133,224	332,142	3,801,083	-	3,801,083
USES Total			**4,133,224**	**332,142**	**3,801,083**	**-**	**3,801,083**
12025 SHIP AFFORDABLE HOUSING 24/25 Total			**413,844**	**-**	**413,844**	**(413,844)**	**-**

12026 SHIP AFFORDABLE HOUSING 25/26

SOURCES

GRANT CARRYFORWARD

ACTIVE	GRANTS	06672526 SHIP AFFORDABLE HOUSING 25/26	(5,524,124)	(10,043)	(5,514,081)	1,707,960	(3,806,121)
SOURCES Total			**(5,524,124)**	**(10,043)**	**(5,514,081)**	**1,707,960**	**(3,806,121)**

USES

GRANT CARRYFORWARD

ACTIVE	GRANTS	06672526 SHIP AFFORDABLE HOUSING 25/26	5,524,124	10,043	5,514,081	(1,707,960)	3,806,121
USES Total			**5,524,124**	**10,043**	**5,514,081**	**(1,707,960)**	**3,806,121**
12026 SHIP AFFORDABLE HOUSING 25/26 Total			**-**	**-**	**-**	**-**	**-**

12303 OPIOID SETTLEMENT

SOURCES

GRANT CARRYFORWARD

ACTIVE	GRANTS	02406005 STATE CORE OPIOID SETTLEMENT	(1,269,737)	(933,849)	(335,887)	(0)	(335,887)
SOURCES Total			**(1,269,737)**	**(933,849)**	**(335,887)**	**(0)**	**(335,887)**

USES

GRANT CARRYFORWARD

ACTIVE	GRANTS	02406005 STATE CORE OPIOID SETTLEMENT	1,269,737	933,849	335,887	0	335,887
USES Total			**1,269,737**	**933,849**	**335,887**	**0**	**335,887**
12303 OPIOID SETTLEMENT Total			**-**	**-**	**-**	**-**	**-**

12304 ATTAINABLE HOUSING TRUST

SOURCES

GRANT CARRYFORWARD

ACTIVE	GRANTS	12304 ATTAINABLE HOUSING TRUST	(257,900)		(257,900)		(257,900)
SOURCES Total			**(257,900)**		**(257,900)**		**(257,900)**

USES

GRANT CARRYFORWARD

ACTIVE	GRANTS	02406007 ATTAINABLE HOUSING TRUST	257,900		257,900		257,900
USES Total			**257,900**		**257,900**		**257,900**
12304 ATTAINABLE HOUSING TRUST Total			**-**		**-**		**-**

12500 EMERGENCY 911 FUND

SOURCES

FUND BALANCE						(1,912,042)	(1,912,042)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
SOURCES Total						**(1,912,042)**	**(1,912,042)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02101022 E911 FUND INTEREST REVENUE	109,013	-	109,013	-	109,013
ACTIVE	PROJECTS	02101024 E911 FUND COVID INTEREST REVEN	10,618	-	10,618	-	10,618
ACTIVE	PROJECTS	02201020 E911 - CALL SYS HANDLING REIMB	184,640	-	184,640	-	184,640
ACTIVE	PROJECTS	02410005 E911 - PSAP CYBERSECURITY	50,000	-	50,000	-	50,000
ACTIVE	TECHNOLOG	00310002 911 SYSTEM REPLACEMENT	324,641	-	324,641	-	324,641
ACTIVE	TECHNOLOG	02301017 NICE RECORDER STORAGE - 12500	64,515	-	64,515	-	64,515
ACTIVE	TECHNOLOG	02401010 MAPFLEX SOFTWARE VERSN UPGRA	150,000	-	150,000	-	150,000
ACTIVE	TECHNOLOG	02401011 RELOCATE FIBER REDUNDANCY PSE	178,615	-	178,615	-	178,615
ACTIVE	TECHNOLOG	02510027 REG E911 GIS REPOSITORY	190,000	-	190,000	-	190,000
ACTIVE	TECHNOLOG	02510029 E911 ANALYSTICS SOFTWARE	150,000	-	150,000	-	150,000
COMPLETE	FACILITIES	00286002 FIRE SUPPRESS SYS PSB - 12500	148,843	148,816	27	(27)	-
RESERVES						500,000	500,000
USES Total			**1,560,884**	**148,816**	**1,412,069**	**499,973**	**1,912,042**
12500 EMERGENCY 911 FUND Total			**1,560,884**	**148,816**	**1,412,069**	**(1,412,069)**	**-**

12601 ARTERIAL IMPACT FEE (12-31-21)

SOURCES							
FUND BALANCE						(12,052)	(12,052)
SOURCES Total						**(12,052)**	**(12,052)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02107101 LAKE MARY BLVD INTER IMROVE	2,618,258	2,606,206	12,052	-	12,052
USES Total			**2,618,258**	**2,606,206**	**12,052**	**-**	**12,052**
12601 ARTERIAL IMPACT FEE (12-31-21) Total			**2,618,258**	**2,606,206**	**12,052**	**(12,052)**	**0**

12602 NORTH COLLECT IMPACT FEE (EXP)

SOURCES							
FUND BALANCE						(1,012,622)	(1,012,622)
SOURCES Total						**(1,012,622)**	**(1,012,622)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02307080 ORANGE BLV IMPRVM IMP FEE	1,012,622	-	1,012,622	-	1,012,622
USES Total			**1,012,622**	**-**	**1,012,622**	**-**	**1,012,622**
12602 NORTH COLLECT IMPACT FEE (EXP) Total			**1,012,622**	**-**	**1,012,622**	**(1,012,622)**	**-**

12603 WEST COLLECT IMPACT FEE (EXP)

SOURCES

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
FUND BALANCE						(6,761)	(6,761)
SOURCES Total						**(6,761)**	**(6,761)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02001728 SAND LK TO LAKE BRANT TURN LN	81,644	74,883	6,761	-	6,761
USES Total			**81,644**	**74,883**	**6,761**	**-**	**6,761**
12603 WEST COLLECT IMPACT FEE (EXP) Total			**81,644**	**74,883**	**6,761**	**(6,761)**	**-**
12606 MOBILITY FEE CORE DISTRICT							
SOURCES							
FUND BALANCE						(1,142,024)	(1,142,024)
SOURCES Total						**(1,142,024)**	**(1,142,024)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02307081 NORTH ST CORRIDOR IMPROVEMEN	1,108,675	282,693	825,983	-	825,983
ACTIVE	PROJECTS	02507059 AMANDA ST IMPROVEMENTS - 1260(	94,253	91,056	3,197	-	3,197
ACTIVE	PROJECTS	02507067 LMB @ COUNTRY CLUB RD	376,631	63,787	312,844	-	312,844
COMPLETE	PROJECTS	02407110 OXFORD RD IMPROVEMENTS 12606	1,510,332	1,510,332	-	-	-
USES Total			**3,089,891**	**1,947,867**	**1,142,024**	**-**	**1,142,024**
12606 MOBILITY FEE CORE DISTRICT Total			**3,089,891**	**1,947,867**	**1,142,024**	**(1,142,024)**	**-**
12607 MOBILITY FEE RURAL DISTRICT							
SOURCES							
FUND BALANCE						(900,000)	(900,000)
SOURCES Total						**(900,000)**	**(900,000)**
USES							
RESERVES						900,000	900,000
USES Total						**900,000**	**900,000**
12607 MOBILITY FEE RURAL DISTRICT Total						**-**	**-**
12608 MOBILITY FEE SUBURBAN EAST DIS							
SOURCES							
FUND BALANCE						(4,056,055)	(4,056,055)
SOURCES Total						**(4,056,055)**	**(4,056,055)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02407112 SLAVIA RD CAPACITY IMP 12608	2,492,979	722,255	1,770,724	-	1,770,724
ACTIVE	PROJECTS	02507072 SR426/CR419 WIDEN PH3 12608	1,485,332	-	1,485,332	-	1,485,332
COMPLETE	PROJECTS	02407111 OXFORD RD IMPROVEMENTS 12608	3,723,685	3,723,685	-	-	-

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
RESERVES						800,000	800,000
USES Total			**7,701,996**	**4,445,941**	**3,256,055**	**800,000**	**4,056,055**
12608 MOBILITY FEE SUBURBAN EAST DIS Total			**7,701,996**	**4,445,941**	**3,256,055**	**(3,256,055)**	**-**
12609 MOBILITY FEE SUBURBAN WEST							
USES							
PROJECT CARRYFORWARD							
COMPLETE	PROJECTS	02407113 SR 434 @ SAND LAKE RD WIDENING	354,648	354,648	-	-	(0)
USES Total			**354,648**	**354,648**	**-**	**-**	**(0)**
12609 MOBILITY FEE SUBURBAN WEST Total			**354,648**	**354,648**	**-**	**-**	**(0)**
12801 FIRE/RESCUE-IMPACT FEE							
SOURCES							
FUND BALANCE						(581,382)	(581,382)
SOURCES Total						**(581,382)**	**(581,382)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02005021 FIRE STATION 39 SANFORD-LK MRY	463,768	457,386	6,382	-	6,382
ACTIVE	FLEET	02505032 ACELA TACTICAL TANKER NEW	575,000	-	575,000	-	575,000
USES Total			**1,038,768**	**457,386**	**581,382**	**-**	**581,382**
12801 FIRE/RESCUE-IMPACT FEE Total			**1,038,768**	**457,386**	**581,382**	**(581,382)**	**-**
13100 ECONOMIC DEVELOPMENT							
SOURCES							
FUND BALANCE						(1,921)	(1,921)
SOURCES Total						**(1,921)**	**(1,921)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	TECHNOLOG	02501003 ECON DEV CONF ROOM TECH	7,500	5,579	1,921	-	1,921
USES Total			**7,500**	**5,579**	**1,921**	**-**	**1,921**
13100 ECONOMIC DEVELOPMENT Total			**7,500**	**5,579**	**1,921**	**(1,921)**	**0**
15100 MSBU RESIDENTIAL SOLID WASTE							
SOURCES							
FUND BALANCE						(3,000,000)	(3,000,000)
SOURCES Total						**(3,000,000)**	**(3,000,000)**
USES							
RESERVES						3,000,000	3,000,000

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
USES Total						**3,000,000**	**3,000,000**
15100 MSBU RESIDENTIAL SOLID WASTE Total						**-**	**-**
16000 MSBU PROGRAM							
SOURCES							
FUND BALANCE						(246,426)	(246,426)
SOURCES Total						**(246,426)**	**(246,426)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	01918002 ROLLING HILLS REMEDIATION	28,468	184	28,284	-	28,284
ACTIVE	PROJECTS	02118003 LITTLE LAKE HOWELL AWC MSBU	19,166	-	19,166	-	19,166
ACTIVE	PROJECTS	02218006 DEER RUN IMPROVEMENTS MSBU	242,500	150,424	92,076	-	92,076
ACTIVE	PROJECTS	02418004 RICE LAKE - PH I MSBU	123,661	116,760	6,900	-	6,900
ACTIVE	TECHNOLOG	02218002 MSBU MGMT SOFTWARE	100,000	-	100,000	-	100,000
USES Total			**513,795**	**267,368**	**246,426**	**-**	**246,426**
16000 MSBU PROGRAM Total			**513,795**	**267,368**	**246,426**	**(246,426)**	**-**
32100 NATURAL LANDS/TRAILS							
SOURCES							
FUND BALANCE						(276,951)	(276,951)
SOURCES Total						**(276,951)**	**(276,951)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00182340 SPRING HAMMOCK PARK IMPROVM	910,346	889,777	20,569	-	20,569
ACTIVE	PROJECTS	00234695 JETTA POINT/ROLLING HILLS	234,318	-	234,318	-	234,318
ACTIVE	PROJECTS	02404064 SPRING HAMMOCK WATER DESIGN	98,476	76,412	22,064	-	22,064
USES Total			**1,243,140**	**966,188**	**276,951**	**-**	**276,951**
32100 NATURAL LANDS/TRAILS Total			**1,243,140**	**966,188**	**276,951**	**(276,951)**	**0**
32200 COURTHOUSE PROJECTS FUND							
SOURCES							
FUND BALANCE						(74,275)	(74,275)
SOURCES Total						**(74,275)**	**(74,275)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	FACILITIES	00045205 COURTHOUSE RENOVATIONS	94,725	20,451	74,275	-	74,275
USES Total			**94,725**	**20,451**	**74,275**	**-**	**74,275**
32200 COURTHOUSE PROJECTS FUND Total			**94,725**	**20,451**	**74,275**	**(74,275)**	**-**
32300 FIVE POINTS DEVELOPMENT FUND							

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
SOURCES							
FUND BALANCE						(100,551,555)	(100,551,555)
SOURCES Total						**(100,551,555)**	**(100,551,555)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02107085 5 POINTS DEV - COURT ANNEX	884,301	154,943	729,359	-	729,359
ACTIVE	PROJECTS	02107086 5 POINTS DEV - CJC RENOVATION	99,554,171	409,088	99,145,083	-	99,145,083
ACTIVE	PROJECTS	02107087 5 POINTS DEV - PARKING GARAGE	52,282	42,296	9,985	-	9,985
ACTIVE	PROJECTS	02107088 5 POINTS DEV - ENERGY PLANT	725,556	58,427	667,129	-	667,129
USES Total			**101,216,310**	**664,755**	**100,551,555**	**-**	**100,551,555**
32300 FIVE POINTS DEVELOPMENT FUND Total			**101,216,310**	**664,755**	**100,551,555**	**(100,551,555)**	**-**

40100 WATER AND SEWER FUND

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
SOURCES							
FUND BALANCE						(22,995,171)	(22,995,171)
SOURCES Total						**(22,995,171)**	**(22,995,171)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00006607 UNIDIRECTIONAL FLUSHING PROGF	373,549	62,411	311,139	-	311,139
ACTIVE	PROJECTS	01900002 BULLET MISSILE SVC LINE TOOL	67,500	-	67,500	-	67,500
ACTIVE	PROJECTS	02308020 CHEMICAL FEED PUMP REPLACEME	50,000	-	50,000	-	50,000
ACTIVE	PROJECTS	02508055 SANITARY SEWER COL SYS CCTV	800,000	659,329	140,671	-	140,671
ACTIVE	FLEET	02408026 F550 CRANE TRUCK 52753	206,945	-	206,945	-	206,945
ACTIVE	FLEET	02508004 THOMPSON WATER PUMP 48823	120,000	-	120,000	-	120,000
ACTIVE	FLEET	02508006 STAT GENERATOR GEN045 YL WWTF	500,000	-	500,000	-	500,000
ACTIVE	FLEET	02508007 ST GENERATR GEN001-HTRW MST L	254,157	-	254,157	-	254,157
ACTIVE	FLEET	02508008 ST GENERATOR GEN094-GL WWTP 1	1,014,425	-	1,014,425	-	1,014,425
ACTIVE	FLEET	02508009 ST GENERATR GEN115-SUNR MST LS	107,200	-	107,200	-	107,200
ACTIVE	FLEET	02508010 ST GENERATR GEN116-TEN HTRW LS	107,200	-	107,200	-	107,200
ACTIVE	FLEET	02508011 ST GENERATOR GEN110-TUSK PT LS	150,000	-	150,000	-	150,000
ACTIVE	FLEET	02508012 ST GENERATR GEN117-TUS FRST LS	150,000	-	150,000	-	150,000
ACTIVE	FLEET	02508013 MOBILE GENERATOR 80KW GEN132	79,500	-	79,500	-	79,500
ACTIVE	FLEET	02508014 MOBILE GENERATOR 80KW GEN134	79,500	-	79,500	-	79,500
ACTIVE	FLEET	02508015 MOBILE GENERATOR 80KW GEN139	79,500	-	79,500	-	79,500
ACTIVE	FLEET	02508016 ST GENERATOR GEN090-SE REG WT	1,166,900	-	1,166,900	-	1,166,900
ACTIVE	FLEET	02508017 ST GENERATR GEN092-MRKHM WTF	600,000	-	600,000	-	600,000
ACTIVE	FLEET	02508018 ST GENERATR GEN093-MRKHM WTF	600,000	-	600,000	-	600,000
ACTIVE	FLEET	02508021 FORD F250 EXT CAB 4X4 NEW3	68,000	-	68,000	-	68,000
ACTIVE	FLEET	02508042 FORD MAVERICK NEW14	41,000	-	41,000	-	41,000
ACTIVE	FACILITIES	00007086 WATER SEWER PLANNED WORK 401	178,251	99,433	78,818	-	78,818
ACTIVE	FACILITIES	02408008 LYNWOOD WTP DRIVE REPAVING	86,687	-	86,687	-	86,687
ACTIVE	FACILITIES	02408010 WTP/SE OPS HVAC REPLACEMENT	139,144	3,790	135,354	-	135,354
ACTIVE	FACILITIES	02408019 YANKEE LAKE ADMN FLOOR & PAINT	150,610	100,050	50,560	-	50,560
ACTIVE	FACILITIES	02508034 GRNWD LK WRF ADMIN BLDG REHA	40,000	-	40,000	-	40,000
ACTIVE	FACILITIES	02508035 SCADA CONTROL CENTER UPGRADI	10,000	-	10,000	-	10,000
ACTIVE	TECHNOLOG	00006629 CRITICAL RADIO UPGRADES/REPLA	50,000	39,982	10,018	-	10,018
ACTIVE	TECHNOLOG	02008001 JDE ENHANCEMENTS 40100	125,000	-	125,000	-	125,000
ACTIVE	TECHNOLOG	02208001 ES NETWORK SWITCH REFRESH PH	197,500	-	197,500	-	197,500
ACTIVE	TECHNOLOG	02308001 ES NAVILINE SYSTEM ASSESSMENT	157,376	6,600	150,776	-	150,776

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	TECHNOLOG	02308002 ES ASSET MGMT SOFTWARE	1,300,000	236,634	1,063,366	-	1,063,366
ACTIVE	TECHNOLOG	02308021 PROGRAM MGMT ENTERPRISE SYSTI	57,780	-	57,780	-	57,780
ACTIVE	TECHNOLOG	02408005 ES SMART METER CELLULAR UPGRA	500,000	-	500,000	-	500,000
ACTIVE	TECHNOLOG	02408006 FIELD OPS REPLACEMENT TABLETS	28,711	8,036	20,675	-	20,675
ACTIVE	TECHNOLOG	02508038 SCADA NETWORK SEGMENTATION	400,000	-	400,000	-	400,000
ACTIVE	TECHNOLOG	02508039 WIRELESS COMM FOR WTP	100,000	-	100,000	-	100,000
ACTIVE	TECHNOLOG	02508040 SCADA SANDBOX SERVER	75,000	-	75,000	-	75,000
COMPLETE	FLEET	02208042 FLEET REPLACEMENT & CONT 4010(	100,000	-	100,000	(100,000)	-
COMPLETE	FLEET	02308007 AIR COMPRESSOR/GEN-781215	5,000	-	5,000	(5,000)	-
COMPLETE	FLEET	02308013 AIR COMPRESSOR-48703	11,510	11,500	10	(10)	-
COMPLETE	FLEET	02408011 F150 EXT CAB 4X4 56442	37,172	37,172	-	-	-
COMPLETE	FLEET	02408012 F150 EXT CAB 4X4 56602	37,172	37,172	-	-	-
COMPLETE	FLEET	02408015 F250 EXT CAB 4X4 56522	55,321	55,321	-	-	-
COMPLETE	FLEET	02408016 GENERATOR 80KW GEN112 WASTE\	104,765	104,765	-	-	-
COMPLETE	FLEET	02408017 TRANSIT CARGO VAN 51942	61,746	61,746	-	-	-
COMPLETE	FLEET	02408018 VACTOR SEWER TRUCK 52721	526,505	526,505	-	-	-
COMPLETE	FLEET	02408020 F150 EXT CAB 4X4 NEW1 ES WATER	51,330	50,898	432	(432)	-
COMPLETE	FLEET	02408021 F150 EXT CAB 4X4 NEW2 ES WATER	45,760	45,753	7	(7)	-
COMPLETE	FLEET	02408022 F150 EXT CAB 4X4 NEW3 ES WATER	45,760	45,753	7	(7)	-
COMPLETE	FLEET	02408023 F150 EXTENDED CAB 4X4 50699	43,467	43,466	1	(1)	-
COMPLETE	FLEET	02408024 F150 EXTENDED CAB 4X4 51504	43,467	43,466	1	(1)	-
COMPLETE	FLEET	02408025 F450 EXT CAB 4X2 UTILITY 52752	95,315	91,833	3,482	(3,482)	(0)
COMPLETE	FLEET	02508001 FORD F250 EXT CAB 4X2 52751	75,200	71,697	3,503	(3,503)	-
COMPLETE	FLEET	02508003 TRAILER MT PRESS WSHR 06070042	15,450	14,281	1,169	(1,169)	-
COMPLETE	FLEET	02508026 FORD MAVERICK NEW11	39,000	38,097	903	(903)	(0)
COMPLETE	FLEET	02508028 FORD ESCAPE NEW13	36,000	32,870	3,130	(3,130)	-
COMPLETE	FLEET	02508033 FUEL TRAILER MTT920 NEW	66,700	41,500	25,200	(25,200)	-
COMPLETE	TECHNOLOG	02408004 AFTER-HOURS RESPONSE MGT SOL	50,000	-	50,000	(50,000)	-
COMPLETE	TECHNOLOG	02408007 WATER TREATMENT CENTERS WIFI	50,000	-	50,000	(50,000)	-
RESERVES						14,000,000	14,000,000
USES Total			**11,808,075**	**2,570,059**	**9,238,016**	**13,757,155**	**22,995,171**
40100 WATER AND SEWER FUND Total			**11,808,075**	**2,570,059**	**9,238,016**	**(9,238,016)**	**-**

40102 CONNECTION FEES-WATER

SOURCES

FUND BALANCE						(932,386)	(932,386)
SOURCES Total						**(932,386)**	**(932,386)**

USES

PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02408042 OXFORD RD - WATER CONNECT	1,066,840	734,453	332,386	-	332,386
ACTIVE	PROJECTS	02508067 17-92/PRIARIE LK UTILITY 40102	600,000	-	600,000	-	600,000
USES Total			**1,666,840**	**734,453**	**932,386**	**-**	**932,386**
40102 CONNECTION FEES-WATER Total			**1,666,840**	**734,453**	**932,386**	**(932,386)**	**-**

40103 CONNECTION FEES-SEWER

SOURCES

FUND BALANCE						(1,700,000)	(1,700,000)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
SOURCES Total						**(1,700,000)**	**(1,700,000)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02508068 17-92/PRIARIE LK UTILITY 40103	600,000	-	600,000	-	600,000
ACTIVE	PROJECTS	02508069 CLLCTNS IMPRVMNTS - KEW 40103	1,095,044	-	1,095,044	4,956	1,100,000
COMPLETE	PROJECTS	02408043 OXFORD RD - SEWER CONNECT	2,758,258	2,758,258	-	-	-
USES Total			**4,453,302**	**2,758,258**	**1,695,044**	**4,956**	**1,700,000**
40103 CONNECTION FEES-SEWER Total			**4,453,302**	**2,758,258**	**1,695,044**	**(1,695,044)**	**-**
40108 WATER & SEWER CAPITAL IMPROVEM							
SOURCES							
FUND BALANCE						(89,998,974)	(89,998,974)
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	02308030 SEPTIC TO SEWER - WEKIVA MATCH	-	(23,241)	23,241	(23,241)	-
SOURCES Total			**-**	**(23,241)**	**23,241**	**(90,022,215)**	**(89,998,974)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00021716 WASTEWATER MAIN OVERSIZE & EXT	50,101	-	50,101	-	50,101
ACTIVE	PROJECTS	00021717 POTABLE WATR MAIN OVERSIZE EXT	100,000	-	100,000	-	100,000
ACTIVE	PROJECTS	00040302 UTILITY CIP CAPITALIZED LABOR	534,007	-	534,007	-	534,007
ACTIVE	PROJECTS	00056606 LAKE MONROE WTP DEMOLITION	325,141	5,417	319,724	-	319,724
ACTIVE	PROJECTS	00064582 APPLE VALLEY DISTRIBUTION IMPR	500,000	-	500,000	-	500,000
ACTIVE	PROJECTS	00064590 WATER DISTRIBUT SYSTEM REHAB	686,927	-	686,927	-	686,927
ACTIVE	PROJECTS	00065234 WEKIVA PARKWAY UTILITY RELOCAT	2,479,839	970	2,478,869	-	2,478,869
ACTIVE	PROJECTS	00065236 MINOR ROAD UTILITY RELOCATE-PW	1,044,707	63,998	980,709	-	980,709
ACTIVE	PROJECTS	00065237 MINOR ROAD UTILITY RELOCATE-W\	823,785	17,956	805,829	-	805,829
ACTIVE	PROJECTS	00065239 OXFORD ROAD UTILITIES IMP	6,177,053	3,083,909	3,093,144	-	3,093,144
ACTIVE	PROJECTS	00065284 ORANGE BLV UTILITY RELOCATE-PW	6,049,203	27,337	6,021,866	(5,600,000)	421,866
ACTIVE	PROJECTS	00065285 COUNTRY CLUB HEIGHT GRAV MAIN	3,549,939	1,019,938	2,530,001	-	2,530,001
ACTIVE	PROJECTS	00082924 PUMP STATION UPGRADES	7,322,212	907,091	6,415,121	-	6,415,121
ACTIVE	PROJECTS	00083116 WASTEWATER COLLECTION R&R	1,392,562	407,622	984,940	-	984,940
ACTIVE	PROJECTS	00178304 COUNTRY CLUB WTP R&R	732,684	594,904	137,781	-	137,781
ACTIVE	PROJECTS	00178312 GREENWOOD LAKES WTP DEMOLITI	260,981	5,417	255,564	-	255,564
ACTIVE	PROJECTS	00178313 COUNTRY CLUB WTP R&R	79,461	63,736	15,725	-	15,725
ACTIVE	PROJECTS	00181605 YANKEE LAKE SURFACE WTP R&R	556,693	103,010	453,683	-	453,683
ACTIVE	PROJECTS	00195209 YANKEE LAKE WRF R&R	3,667,245	46,563	3,620,682	-	3,620,682
ACTIVE	PROJECTS	00201103 CONSOLIDATED USE PERMIT RENEV	69,522	14,417	55,105	-	55,105
ACTIVE	PROJECTS	00216426 IRON BRIDGE WW AGREEMENT	10,136,494	1,225,534	8,910,961	-	8,910,961
ACTIVE	PROJECTS	00216732 MARKHAM WTP R&R	896,248	103,010	793,238	-	793,238
ACTIVE	PROJECTS	00227416 GWL WRF R&R	5,352,571	940,403	4,412,168	-	4,412,168
ACTIVE	PROJECTS	00227420 PUMP STATION GENERATOR IMPMTS	987,405	23,907	963,498	-	963,498
ACTIVE	PROJECTS	00243505 INDIAN HILLS WTP R&R	203,662	11,017	192,645	-	192,645
ACTIVE	PROJECTS	00243506 LYNWOOD WTP R&R	200,000	-	200,000	-	200,000
ACTIVE	PROJECTS	00255203 UTILITIES MASTER PLAN	957,364	431,853	525,510	-	525,510
ACTIVE	PROJECTS	00283004 SSNOCWTA INFILTRATN INFLOW I&I	156,403	39,781	116,622	-	116,622
ACTIVE	PROJECTS	00283005 NE-NW RW SYSTEM OPTIMIZATION	3,793,591	39,781	3,753,810	-	3,753,810
ACTIVE	PROJECTS	00283009 WATER SYSTEM AUDIT LEAK DETECT	284,800	125,000	159,800	-	159,800
ACTIVE	PROJECTS	02108044 RECHARGE FEASIBILITY STUDY	421,888	13,272	408,616	-	408,616

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	PROJECTS	02108055 HIGHLAND PINES UTILITIES UPGRA	1,436,922	78,750	1,358,172	-	1,358,172
ACTIVE	PROJECTS	02108059 SLAVIA RD UTILITY RELOCATION	265,529	11,001	254,528	-	254,528
ACTIVE	PROJECTS	02208023 HYDROLIC MODEL UPDATE	302,137	27,888	274,249	-	274,249
ACTIVE	PROJECTS	02208026 RINEHART RD FM VALVES & METER	1,786,791	44,238	1,742,552	-	1,742,552
ACTIVE	PROJECTS	02208027 HOWELL ESTAT PUMP STATION REPI	2,402,177	11,047	2,391,129	-	2,391,129
ACTIVE	PROJECTS	02208029 17-92/PRIARIE LAKE UTILITY ADJ	2,015,312	44,347	1,970,965	-	1,970,965
ACTIVE	PROJECTS	02208032 NWSA DBP FORMATION/4-LOG EVAI	75,000	-	75,000	-	75,000
ACTIVE	PROJECTS	02208037 STORAGE TANK R&R	677,109	573,583	103,526	-	103,526
ACTIVE	PROJECTS	02208039 HOLISTIC WATER POLICY	69,007	-	69,007	-	69,007
ACTIVE	PROJECTS	02308022 WRF IMPROVE / PERMIT RENEWAL	300,017	73,328	226,689	-	226,689
ACTIVE	PROJECTS	02308023 UTILITY RELOCATES ROLLING HILL	1,603,249	61,058	1,542,191	-	1,542,191
ACTIVE	PROJECTS	02308024 KEWANNEE LIFT STN COLLECTN IMF	2,692,744	39,228	2,653,516	-	2,653,516
ACTIVE	PROJECTS	02308026 WTP PROCESS IMPROVEMENTS	350,000	16,304	333,696	-	333,696
ACTIVE	PROJECTS	02308027 LOCKWOOD BLVD PIPE REPLACEME	2,277,907	1,015,022	1,262,885	-	1,262,885
ACTIVE	PROJECTS	02308030 SEPTIC TO SEWER - WEKIVA MATCH	9,071,906	46,482	9,025,424	-	9,025,424
ACTIVE	PROJECTS	02408027 HIGHLAND PINES UTIL UPGRADE-PV	7,200,000	-	7,200,000	-	7,200,000
ACTIVE	PROJECTS	02408029 INTERCONNECT IMPROVEMENTS	2,214,133	70,174	2,143,958	-	2,143,958
ACTIVE	PROJECTS	02408031 IRON BRIDGE FLOW METER	139,042	125,503	13,539	-	13,539
ACTIVE	PROJECTS	02408032 YANKEE LAKE SWTP OPTIMIZATION	161,165	45,352	115,814	-	115,814
ACTIVE	PROJECTS	02408033 CARRILON UTILITY MODIFICATIONS	1,848,778	144,805	1,703,973	-	1,703,973
ACTIVE	PROJECTS	02408041 SER WTP R&R	450,000	103,010	346,990	-	346,990
ACTIVE	PROJECTS	02508058 PUMP STATION GENERATOR RENEW	2,100,000	-	2,100,000	-	2,100,000
ACTIVE	PROJECTS	02508059 MRK WTP OZONE IMPROVEMENTS	750,000	-	750,000	-	750,000
ACTIVE	PROJECTS	02508060 FIRE HYDRANT R&R FY25/26	400,000	296,583	103,418	-	103,418
ACTIVE	PROJECTS	02508061 GWL WRF GENERATOR REPLACEME	350,000	7,505	342,495	-	342,495
ACTIVE	PROJECTS	02508062 SER WRF GENERATOR REPLACEMEI	350,000	-	350,000	-	350,000
ACTIVE	PROJECTS	02508063 YKL WRF GENERATOR REPLACEMEI	350,000	-	350,000	-	350,000
ACTIVE	PROJECTS	02508064 CHEMICAL TANK R&R	525,269	163,738	361,531	-	361,531
ACTIVE	PROJECTS	02508065 ST JOHNS APTS WATER & SEWER	250,000	-	250,000	-	250,000
ACTIVE	PROJECTS	02508066 FM & ARV IMPROVEMENTS FY25/26	100,000	-	100,000	-	100,000
ACTIVE	PROJECTS	02508070 WTP/WWTP PROGRAM MGMT	3,506,723	2,919,717	587,006	-	587,006
ACTIVE	PROJECTS	02508071 DISTRIB/COLL PROGRAM MGMT	1,249,178	336,777	912,401	-	912,401
ACTIVE	FACILITIES	00243509 UTILITIES FACILITY ADMIN EXPAN	414,555	2,191	412,364	-	412,364
ACTIVE	TECHNOLOC	00283006 SCADA AND SECURITY SYSTEMS IMF	1,879,422	184,109	1,695,313	-	1,695,313
COMPLETE	PROJECTS	00064565 DRUID HILLS DISTRIBUTION UPGRA	4,442	1,951	2,491	(2,491)	-
COMPLETE	PROJECTS	00064580 MEREDITH MANOR DIST PIPE REHAE	16,753	16,753	-	-	-
COMPLETE	PROJECTS	00065251 17-92 UTILITY RELOCATE LK MR B	348,511	-	348,511	(348,511)	-
COMPLETE	PROJECTS	00203213 LAKE HAYES WTP DEMOLITION	326,677	223,644	103,033	(103,033)	-
COMPLETE	PROJECTS	00216704 HEATHROW WTP DEMOLITION	845,818	326,960	518,858	(518,858)	(0)
COMPLETE	PROJECTS	02208025 OXFORD RD PW IMPR (SCPW)	37,370	37,370	-	-	-
COMPLETE	PROJECTS	02208034 SOUTHEAST REGIONA WTP LOX TAN	16,076	-	16,076	(16,076)	-
COMPLETE	PROJECTS	02308025 SEPTIC TO SEWER COLLECTION IMF	50,000	-	50,000	(50,000)	-
RESERVES						2,000,000	2,000,000
USES Total			**111,002,208**	**16,364,265**	**94,637,943**	**(4,638,969)**	**89,998,974**
40108 WATER & SEWER CAPITAL IMPROVEM Total			**111,002,208**	**16,341,024**	**94,661,184**	**(94,661,184)**	**0**

40110 WATER AND SEWER - GRANTS

SOURCES

GRANT CARRYFORWARD

ACTIVE	PROJECTS	02508073 PFAS SETTLEMENT	(6,721,013)	(6,721,013)	-	(6,721,013)	(6,721,013)
ACTIVE	GRANTS	02408044 SEPTIC TO SEWER -WEKIVA APPROP	(1,000,000)		(1,000,000)		(1,000,000)
ACTIVE	GRANTS	02408045 SEPTIC TO SEWER - WEKIVA GRANT	(10,044,027)		(10,044,027)		(10,044,027)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
ACTIVE	GRANTS	02508074 LEAD SERVICE LINE - SRF	(986,877)	(102,564)	(884,313)	106,750	(777,563)
ACTIVE	GRANTS	02508076 PFAS (EMERG CONTAMINENT) - SRF	(456,264)	(171,696)	(284,568)	(171,696)	(456,264)
SOURCES Total			**(19,208,181)**	**(6,995,273)**	**(12,212,908)**	**(6,785,959)**	**(18,998,867)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	02508073 PFAS SETTLEMENT	6,721,013	-	6,721,013	-	6,721,013
ACTIVE	GRANTS	02408044 SEPTIC TO SEWER -WEKIVA APPROP	1,000,000		1,000,000		1,000,000
ACTIVE	GRANTS	02408045 SEPTIC TO SEWER - WEKIVA GRANT	10,044,027		10,044,027		10,044,027
ACTIVE	GRANTS	02508074 LEAD SERVICE LINE - SRF	986,877	209,313	777,563	(0)	777,563
ACTIVE	GRANTS	02508076 PFAS (EMERG CONTAMINENT) - SRF	456,264	171,696	284,568	171,696	456,264
USES Total			**19,208,181**	**381,010**	**18,827,171**	**171,696**	**18,998,867**
40110 WATER AND SEWER - GRANTS Total			**-**	**(6,614,263)**	**6,614,263**	**(6,614,263)**	**0**
40201 SOLID WASTE FUND							
SOURCES							
FUND BALANCE						(8,589,587)	(8,589,587)
SOURCES Total						**(8,589,587)**	**(8,589,587)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00006200 LEACHATE TANKS INSPECTIONS	35,000	-	35,000	-	35,000
ACTIVE	PROJECTS	00216108 SOLID WASTE MGMT MASTER PLAN	76,163	33,708	42,455	-	42,455
ACTIVE	PROJECTS	00244516 OSCEOLA ROAD LANDFILL TELEMET	862,181	601,705	260,476	-	260,476
ACTIVE	PROJECTS	00244517 TRANSFER STATION REFURBISHMEI	604,548	371,617	232,931	-	232,931
ACTIVE	PROJECTS	00244520 LANDFILL LEACHATE TANK REFURB	74,019	-	74,019	-	74,019
ACTIVE	PROJECTS	00244604 LANDFILL GAS SYSTEM EXPANSION	1,550,635	28,344	1,522,291	-	1,522,291
ACTIVE	PROJECTS	00281204 GENERAL LANDFILL REFURBISHMEI	173,440	45,998	127,442	-	127,442
ACTIVE	PROJECTS	02109027 LANDFILL STORMWATER SYSTEM	206,589	-	206,589	-	206,589
ACTIVE	PROJECTS	02109034 TRANSFER STATION SCALEHOUSE	2,200,000	-	2,200,000	-	2,200,000
ACTIVE	PROJECTS	02309028 FIRE HYDRANT FOR LANDFILL	181,806	-	181,806	-	181,806
ACTIVE	PROJECTS	02509029 LANDFILL TIRE/METAL/PAD REPAIR	250,000	-	250,000	-	250,000
ACTIVE	FLEET	02109016 GENERATOR KW400 GEN088	386,120	-	386,120	-	386,120
ACTIVE	FLEET	02309023 LANDFILL BORROW PIT PUMP	39,638	-	39,638	-	39,638
ACTIVE	FLEET	02409002 GENERATOR 125KW GEN095 SLD W	98,622	51,134	47,488	-	47,488
ACTIVE	FLEET	02509008 SHUTTLE ROAD TRACTOR 57845	263,810	253,616	10,194	-	10,194
ACTIVE	FLEET	02509011 REFUSE TRAILER REFURB 52675	115,500	-	115,500	-	115,500
ACTIVE	FLEET	02509012 REFUSE TRAILER REFURB 52679	115,500	-	115,500	-	115,500
ACTIVE	FLEET	02509013 REFUSE TRAILER REFURB 56503	115,500	-	115,500	-	115,500
ACTIVE	FLEET	02509024 OTTAWA YARD DOG NEW	148,000	-	148,000	-	148,000
ACTIVE	FLEET	02509026 EXCAVATOR MOWER ATTACH NEW	71,050	7,538	63,512	-	63,512
ACTIVE	FACILITIES	00007088 SOLID WASTE PLANNED WORK 402(	19,208	-	19,208	-	19,208
ACTIVE	FACILITIES	02309018 SPRINKLER SYSTEM AT CTS	1,718,164	352,246	1,365,918	-	1,365,918
ACTIVE	FACILITIES	02509030 ROLLING DOOR REPLACEMENT	200,000	-	200,000	-	200,000
ACTIVE	FACILITIES	02512041 TRANSFER STATION AWNING	20,000	-	20,000	-	20,000
ACTIVE	TECHNOLOC	02109024 NETWORK ENHANCEMENTS-LANDF	60,000	-	60,000	-	60,000
ACTIVE	TECHNOLOC	02309009 PROGRAM LOGIC CONTROL LIFT ST/	750,000	-	750,000	-	750,000
COMPLETE	PROJECTS	00160803 LANDFILL ACCESS RD PAVING	751,410	-	751,410	(751,410)	-
COMPLETE	PROJECTS	00201902 TRANSF ST TIPPING FLOOR RESURF	1,492,100	1,330,842	161,259	(161,259)	(0)
COMPLETE	PROJECTS	00244522 LANDFILL PUMP STATION REPLACEI	518,538	2,933	515,605	(515,605)	-
COMPLETE	PROJECTS	00281205 LANDFILL RD & CITIZEN UPGRADE	2,285,182	2,207,520	77,661	(77,661)	-

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
COMPLETE	FLEET	02209026 FLEET REPLACEMENT & CONT 4020:	100,000	-	100,000	(100,000)	-
COMPLETE	FLEET	02409001 FUEL TRUCK 56199	280,500	261,798	18,702	(18,702)	-
COMPLETE	FLEET	02409003 ROTARY CUTTER MOWER 57115	35,327	-	35,327	(35,327)	-
COMPLETE	FLEET	02409006 SHUTTLE TRACTOR 56644	259,280	244,268	15,012	(15,012)	-
COMPLETE	FLEET	02409015 SHUTTLE TRACTOR 56206	259,280	244,268	15,012	(15,012)	-
COMPLETE	FLEET	02509005 SHUTTLE ROAD TRACTOR 56205	263,810	253,616	10,194	(10,194)	-
COMPLETE	FLEET	02509006 SHUTTLE ROAD TRACTOR 56203	263,810	253,616	10,194	(10,194)	-
COMPLETE	FLEET	02509007 SHUTTLE ROAD TRACTOR 58607	263,810	253,616	10,194	(10,194)	-
COMPLETE	FLEET	02509009 ZERO TURN MOWER 60906	16,000	14,807	1,193	(1,193)	-
COMPLETE	FLEET	02509010 ZERO TURN MOWER 62515	16,000	14,807	1,193	(1,193)	-
COMPLETE	FLEET	02509016 SHUTTLE ROAD TRACTOR 56207	263,810	253,616	10,194	(10,194)	-
COMPLETE	FLEET	02509017 SHUTTLE ROAD TRACTOR 57361	263,810	253,616	10,194	(10,194)	-
COMPLETE	FLEET	02509018 SHUTTLE ROAD TRACTOR 57362	263,810	253,616	10,194	(10,194)	-
COMPLETE	FLEET	02509019 CATERPILLAR EXCAVATOR 57671	457,000	457,000	-	-	-
COMPLETE	TECHNOLOG	00006630 CRITICAL RADIO UPGRADES/REPLA(	120,175	-	120,175	(120,175)	-
COMPLETE	TECHNOLOG	02009001 GPS FLEET TRACKING SOFTWARE	20,000	-	20,000	(20,000)	-
USES Total			**18,529,146**	**8,045,845**	**10,483,301**	**(1,893,714)**	**8,589,587**
40201 SOLID WASTE FUND Total			**18,529,146**	**8,045,845**	**10,483,301**	**(10,483,301)**	**0**

40301 WEKIVA GOLF COURSE FUND

SOURCES

FUND BALANCE						(271,310)	(271,310)
SOURCES Total						**(271,310)**	**(271,310)**

USES

PROJECT CARRYFORWARD

ACTIVE	PROJECTS	02304054 WEKIVA GOLF ENTRANCE IMPROVEI	37,500	-	37,500	-	37,500
ACTIVE	PROJECTS	02404066 WEKIVA GOLF CART BARN	241,450	7,640	233,810	-	233,810
COMPLETE	PROJECTS	02204041 WEKIVA PROPERTY ACQUISITION	437,180	437,180	-	-	-
COMPLETE	PROJECTS	02304039 WEKIVA GOLF IRRIGATION RENO	286,986	262,696	24,290	(24,290)	(0)
COMPLETE	PROJECTS	02404054 WEKIVA GOLF IRRIGATION RENO P2	121,153	121,153	-	-	-
COMPLETE	PROJECTS	02504123 WEKIVA GOLF COURSE PARKING LO	175,000	171,094	3,906	(3,906)	(0)
USES Total			**1,299,269**	**999,763**	**299,506**	**(28,196)**	**271,310**
40301 WEKIVA GOLF COURSE FUND Total			**1,299,269**	**999,763**	**299,506**	**(299,506)**	**(0)**

50100 PROPERTY LIABILITY FUND

SOURCES

FUND BALANCE						(21,696)	(21,696)
SOURCES Total						**(21,696)**	**(21,696)**

USES

PROJECT CARRYFORWARD

ACTIVE	TECHNOLOG	02018001 RISK MGMT INFO SYSTEM 50100	92,750	71,054	21,696	-	21,696
USES Total			**92,750**	**71,054**	**21,696**	**-**	**21,696**
50100 PROPERTY LIABILITY FUND Total			**92,750**	**71,054**	**21,696**	**(21,696)**	**-**

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
50200 WORKERS COMPENSATION FUND							
SOURCES							
FUND BALANCE						(1,521,696)	(1,521,696)
SOURCES Total						**(1,521,696)**	**(1,521,696)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	TECHNOLOG	02018002 RISK MGMT INFO SYSTEM 50200	92,750	71,054	21,696	-	21,696
RESERVES						1,500,000	1,500,000
USES Total			**92,750**	**71,054**	**21,696**	**1,500,000**	**1,521,696**
50200 WORKERS COMPENSATION FUND Total			**92,750**	**71,054**	**21,696**	**(21,696)**	**-**
50300 HEALTH INSURANCE FUND							
SOURCES							
FUND BALANCE						(249,585)	(249,585)
SOURCES Total						**(249,585)**	**(249,585)**
USES							
PROJECT CARRYFORWARD							
ACTIVE	PROJECTS	00006600 WELLNESS CENTER EQUIPMENT	13,385	-	13,385	-	13,385
ACTIVE	PROJECTS	00006659 WELLNESS PROGRAM & EQUIPMENT	36,201	-	36,201	-	36,201
ACTIVE	PROJECTS	02301016 WELLNESS INCENTIVES	150,000		150,000		150,000
ACTIVE	FACILITIES	02301018 CSB WELLNESS AREA IMPROVEMEN	50,000		50,000		50,000
USES Total			**249,585**	**-**	**249,585**	**-**	**249,585**
50300 HEALTH INSURANCE FUND Total			**249,585**	**-**	**249,585**	**(249,585)**	**-**
60303 LIBRARIES-DESIGNATED							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	GRANTS	60303 LIBRARIES-DESIGNATED	(1,674)		(1,674)		(1,674)
SOURCES Total			**(1,674)**		**(1,674)**		**(1,674)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	00044210 LIBRARY DONATIONS	36,891	35,217	1,674	-	1,674
USES Total			**36,891**	**35,217**	**1,674**	**-**	**1,674**
60303 LIBRARIES-DESIGNATED Total			**35,217**	**35,217**	**-**	**-**	**(0)**
60304 ANIMAL SERVICES DONATIONS							
SOURCES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	00006655 ANIMAL SERVICES DONATIONS	-	(103,719)	103,719	(207,437)	(103,719)
ACTIVE	GRANTS	60304 ANIMAL SERVICES DONATIONS	(35,059)		(35,059)		(35,059)

FY26 CARRYFORWARD DETAIL

STATUS	PROJECT TYPE	BUSINESS UNIT NAME	FY25 CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CARRY FORWARD ADJUSTMENT	CARRYFORWARD AMOUNT
SOURCES Total			**(35,059)**	**(103,719)**	**68,660**	**(207,437)**	**(138,777)**
USES							
GRANT CARRYFORWARD							
ACTIVE	PROJECTS	00006655 ANIMAL SERVICES DONATIONS	131,973	28,254	103,719	-	103,719
ACTIVE	PROJECTS	02510034 ANIMAL SVCS PLAY YARD & TURF	52,000	38,694	13,306	-	13,306
ACTIVE	FACILITIES	02510012 NEW CATIO INTERIOR DESIGN	30,000	8,248	21,752	-	21,752
USES Total			**213,973**	**75,195**	**138,777**	**-**	**138,777**
60304 ANIMAL SERVICES DONATIONS Total			**178,914**	**(28,523)**	**207,437**	**(207,437)**	**-**

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-008**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: COUNTYWIDE

Fund(s): COUNTYWIDE

RM Recommendation	
S. CARRICK	12/29/2025
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

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					SEE ATTACHED			
Revenue								
Revenue								
							Total Sources	**516,686,431.59**
Expenditure								
Expenditure								
Expenditure					SEE ATTACHED			
Expenditure								
Expenditure								
							Expenditure Sub-Total	480,238,780.33
Reserve								
Reserve					SEE ATTACHED			
							Reserve Sub-Total	36,447,651.26
							Total Uses	**516,686,431.59**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-008**

Continued

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	00100	00100	399999		399 FUND BALANCE		3999990001	12,599,569.87
Revenue	00100	01918004	341363		340 CHARGES FOR SERVICES		4900103108	322,430.13
Revenue	00100	02418005	341363		340 CHARGES FOR SERVICES		3639999901	278,000.00
Revenue	00105	00105	399999		399 FUND BALANCE		3999990001	1,000,000.00
Revenue	00108	00108	399999		399 FUND BALANCE		3999990001	4,651,378.26
Revenue	00109	00109	399999		399 FUND BALANCE		3999990001	229,991.00
Revenue	00111	00111	399999		399 FUND BALANCE		3999990001	1,206,809.91
Revenue	00112	00112	399999		399 FUND BALANCE		3999990001	13,859,939.74
Revenue	10101	10101	399999		399 FUND BALANCE		3999990001	2,158,523.21
Revenue	10102	10102	399999		399 FUND BALANCE		3999990001	44,009.00
Revenue	10103	10103	399999		399 FUND BALANCE		3109999901	520,490.00
Revenue	10103	02507076	337900		330 INTERGOVERNMENTAL REVENUE			133,108.80
Revenue	10104	10104	399999		399 FUND BALANCE		3999990001	148,753.30
Revenue	10400	10400	399999		399 FUND BALANCE		3999990001	5,314,037.26
Revenue	11000	11000	399999		399 FUND BALANCE		3999990001	3,341,216.37
Revenue	11001	11001	399999		399 FUND BALANCE		3999990001	1,406,380.25
Revenue	11200	11200	399999		399 FUND BALANCE		3999990001	43,664,184.63
Revenue	11200	01785404	399999		399 FUND BALANCE		3999990001	3,089,649.00
Revenue	11200	01785494	399999		399 FUND BALANCE		3999990001	493,340.63
Revenue	11500	11500	399999		399 FUND BALANCE		3999990001	5,242,323.88
Revenue	11541	11541	399999		399 FUND BALANCE		3999990001	3,543,624.53
Revenue	11560	11560	399999		399 FUND BALANCE		3999990001	92,795,153.01
Revenue	11580	11580	399999		399 FUND BALANCE		3999990001	4,100,000.00
Revenue	11641	00198112	366100		360 MISCELLANEOUS REVENUES		3661000001	29,400.00
Revenue	11641	02507056	337900		330 INTERGOVERNMENTAL REVENUE		3379000001	2,360,448.50
Revenue	11641	02507070	337900		330 INTERGOVERNMENTAL REVENUE		3379000001	54,228.00
Revenue	11800	02405034	334200		330 INTERGOVERNMENTAL REVENUE			36,379.52
Revenue	11901	06650320	331540		330 INTERGOVERNMENTAL REVENUE		3315400001	9,262.06
Revenue	11901	06652021	331540		330 INTERGOVERNMENTAL REVENUE		3315400001	303,068.11
Revenue	11901	06652223	331540		330 INTERGOVERNMENTAL REVENUE		3315400001	57,447.07
Revenue	11901	06652223	369900		360 MISCELLANEOUS REVENUES			10,996.38
Revenue	11901	06652324	331540		330 INTERGOVERNMENTAL REVENUE		3315400001	1,429.01
Revenue	11901	06652324	369900		360 MISCELLANEOUS REVENUES			65,918.00
Revenue	11901	06652425	331540		330 INTERGOVERNMENTAL REVENUE		3315400001	1,136,670.38
Revenue	11902	02118006	331590		330 INTERGOVERNMENTAL REVENUE		3315900001	1,587,445.11
Revenue	11902	06662122	331590		330 INTERGOVERNMENTAL REVENUE		3315900001	1,692.70
Revenue	11902	06662122	369900		360 MISCELLANEOUS REVENUES			21,428.60
Revenue	11902	06662223	331590		330 INTERGOVERNMENTAL REVENUE		3315900001	120,069.93
Revenue	11902	06662223	369900		360 MISCELLANEOUS REVENUES			67,338.00
Revenue	11902	06662324	331590		330 INTERGOVERNMENTAL REVENUE		3315900001	185,585.85
Revenue	11902	06662324	369900		360 MISCELLANEOUS REVENUES			12,844.17
Revenue	11902	06662425	331590		330 INTERGOVERNMENTAL REVENUE		3315900001	641,009.31
Revenue	11904	06682425	331550		330 INTERGOVERNMENTAL REVENUE		3315500001	50,769.91
Revenue	11904	06689113	331550		330 INTERGOVERNMENTAL REVENUE			242,245.14

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11905	02406006	331690		330 INTERGOVERNMENTAL REVENUE		3316900002	139,603.62
Revenue	11905	06622425	331690		330 INTERGOVERNMENTAL REVENUE		3316900002	137,103.18
Revenue	11905	06622526	331690		330 INTERGOVERNMENTAL REVENUE		3316900002	303,434.00
Revenue	11908	02301052	334220		330 INTERGOVERNMENTAL REVENUE		3342200001	20,500.00
Revenue	11908	02610002	334220		330 INTERGOVERNMENTAL REVENUE		3342200001	57,320.14
Revenue	11912	02301022	334220		330 INTERGOVERNMENTAL REVENUE		3342200001	580.23
Revenue	11912	02401021	334220		330 INTERGOVERNMENTAL REVENUE		3342200001	2,161.46
Revenue	11912	02401024	334220		330 INTERGOVERNMENTAL REVENUE		3342200001	400,000.00
Revenue	11912	02401024	334220		330 INTERGOVERNMENTAL REVENUE			(229,924.75)
Revenue	11912	02501002	334220		330 INTERGOVERNMENTAL REVENUE		3342200001	2,800.00
Revenue	11912	02610001	334220		330 INTERGOVERNMENTAL REVENUE		3342200001	2,800.00
Revenue	11916	00006622	334490		330 INTERGOVERNMENTAL REVENUE		4901191602	42,470.55
Revenue	11916	02107098	334393		330 INTERGOVERNMENTAL REVENUE		3439000001	142,550.17
Revenue	11916	02307086	331391		330 INTERGOVERNMENTAL REVENUE		3919999902	147,410.67
Revenue	11916	02307102	331490		330 INTERGOVERNMENTAL REVENUE		4901191602	1,083,829.00
Revenue	11916	02307113	334490		330 INTERGOVERNMENTAL REVENUE		4901191602	500,000.00
Revenue	11916	02407062	331391		330 INTERGOVERNMENTAL REVENUE		3919999902	1,304,000.00
Revenue	11916	02407076	334360		330 INTERGOVERNMENTAL REVENUE		3609999901	7,194,500.00
Revenue	11916	02407077	334392		330 INTERGOVERNMENTAL REVENUE		3921130101	1,000,000.00
Revenue	11916	02407079	334360		330 INTERGOVERNMENTAL REVENUE		3609999901	486,373.88
Revenue	11916	02407108	334490		330 INTERGOVERNMENTAL REVENUE		4901191602	1,769,878.12
Revenue	11916	02507058	331391		330 INTERGOVERNMENTAL REVENUE			10,757,277.40
Revenue	11917	02004044	331720		330 INTERGOVERNMENTAL REVENUE			101,993.90
Revenue	11917	02404061	331391		330 INTERGOVERNMENTAL REVENUE		3919999902	61,358.93
Revenue	11919	02406002	331690		330 INTERGOVERNMENTAL REVENUE			2,915.41
Revenue	11920	00276971	331570		330 INTERGOVERNMENTAL REVENUE		3315700001	91,505.08
Revenue	11920	00276971	361100	99999	360 MISCELLANEOUS REVENUES			1,735.96
Revenue	11920	00276971	369950		360 MISCELLANEOUS REVENUES			125,383.19
Revenue	11920	00276973	331570		330 INTERGOVERNMENTAL REVENUE		3315700001	30,390.90
Revenue	11920	00276973	361100	99999	360 MISCELLANEOUS REVENUES			6,871.48
Revenue	11930	01785699	331690		330 INTERGOVERNMENTAL REVENUE		3316900001	335,248.08
Revenue	11930	01785700	331820		330 INTERGOVERNMENTAL REVENUE		3318200002	861,604.05
Revenue	11930	01785701	331820		330 INTERGOVERNMENTAL REVENUE		3318200002	152,140.32
Revenue	11930	01785968	331825		330 INTERGOVERNMENTAL REVENUE		33182500001	370,626.41
Revenue	11930	02418003	331391		330 INTERGOVERNMENTAL REVENUE		3919999902	287,440.00
Revenue	11930	02518003	331690		330 INTERGOVERNMENTAL REVENUE			144,629.00
Revenue	11931	00277015	366100		360 MISCELLANEOUS REVENUES		3661000001	11,460.17
Revenue	11932	02201013	366100		360 MISCELLANEOUS REVENUES		3661000001	287.14
Revenue	11932	02301023	366100		360 MISCELLANEOUS REVENUES		3661000001	18,805.59
Revenue	11932	02501010	366100		360 MISCELLANEOUS REVENUES			15,000.00
Revenue	11933	02007155	331510		330 INTERGOVERNMENTAL REVENUE		3315100001	374,623.80
Revenue	11933	02007158	331510		330 INTERGOVERNMENTAL REVENUE		3315100001	1,601,889.18
Revenue	11933	02007158	331510		330 INTERGOVERNMENTAL REVENUE		5109999905	1,356,262.00
Revenue	11933	02307092	331510		330 INTERGOVERNMENTAL REVENUE		3315100001	3,117.85

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11933	02307093	331510		330 INTERGOVERNMENTAL REVENUE		3315100001	3,039.90
Revenue	11933	10024001	331510		330 INTERGOVERNMENTAL REVENUE		3315100001	37,090.93
Revenue	11933	10025001	331510		330 INTERGOVERNMENTAL REVENUE		3315100001	575,970.66
Revenue	11933	10025003	331510		330 INTERGOVERNMENTAL REVENUE		3315100001	1,373,812.53
Revenue	11940	02509031	334392		330 INTERGOVERNMENTAL REVENUE		3921130101	2,222,222.22
Revenue	40110	02408044	331391		330 INTERGOVERNMENTAL REVENUE		3919999902	1,000,000.00
Revenue	40110	02408045	331391		330 INTERGOVERNMENTAL REVENUE		3919999902	10,044,026.89
Revenue	11942	02505033	331230		330 INTERGOVERNMENTAL REVENUE		3312300001	272,500.00
Revenue	11942	02505034	331230		330 INTERGOVERNMENTAL REVENUE		3312300001	22,380.00
Revenue	12023	06672223	335520		330 INTERGOVERNMENTAL REVENUE		3355200001	1,470,177.80
Revenue	12023	06672223	361100		360 MISCELLANEOUS REVENUES		3661000001	145,973.50
Revenue	12023	06672223	369120		360 MISCELLANEOUS REVENUES		3699000001	134,788.51
Revenue	12023	06672223	369900		360 MISCELLANEOUS REVENUES		3699000001	1,500.00
Revenue	12024	06672324	335520		330 INTERGOVERNMENTAL REVENUE		3355200001	3,025,629.17
Revenue	12024	06672324	361100		360 MISCELLANEOUS REVENUES			1,030,924.68
Revenue	12024	06672324	369120		360 MISCELLANEOUS REVENUES			617,094.28
Revenue	12025	06672425	335520		330 INTERGOVERNMENTAL REVENUE		3355200001	3,482,765.25
Revenue	12025	06672425	361100		360 MISCELLANEOUS REVENUES		3661000001	149,008.50
Revenue	12025	06672425	369120		360 MISCELLANEOUS REVENUES			169,288.92
Revenue	12025	06672425	369900		360 MISCELLANEOUS REVENUES			20.00
Revenue	12026	06672526	335520		330 INTERGOVERNMENTAL REVENUE		3355200001	3,434,990.26
Revenue	12026	06672526	361100		360 MISCELLANEOUS REVENUES			355,855.81
Revenue	12026	06672526	369120		360 MISCELLANEOUS REVENUES			15,000.00
Revenue	12026	06672526	369900		360 MISCELLANEOUS REVENUES			275.00
Revenue	12303	02406005	369305		360 MISCELLANEOUS REVENUES		3693050001	335,887.31
Revenue	12304	12304	399999		399 FUND BALANCE		3999990001	257,900.00
Revenue	12500	12500	399999		399 FUND BALANCE		3999990001	1,912,041.83
Revenue	12601	12601	399999		399 FUND BALANCE		3999990001	12,052.40
Revenue	12602	12602	399999		399 FUND BALANCE		3999990001	1,012,622.38
Revenue	12603	12603	399999		399 FUND BALANCE		3999990001	6,761.46
Revenue	12606	12606	399999		399 FUND BALANCE		3999990001	1,142,024.31
Revenue	12607	12607	399999		399 FUND BALANCE		3999990001	900,000.00
Revenue	12608	12608	399999		399 FUND BALANCE		3999990001	4,056,055.42
Revenue	12801	12801	399999		399 FUND BALANCE		3999990001	581,382.06
Revenue	13100	13100	381100	00100	380 OTHER SOURCES		9109999910	(600,000.00)
Revenue	13100	13100	399999		399 FUND BALANCE		3999990001	601,920.84
Revenue	15100	15100	399999		399 FUND BALANCE		3999990001	3,000,000.00
Revenue	16000	16000	399999		399 FUND BALANCE		3999990001	246,426.18
Revenue	32100	32100	399999		399 FUND BALANCE		3999990001	276,951.10
Revenue	32200	32200	399999		399 FUND BALANCE		3999990001	74,274.67
Revenue	32300	32300	399999		399 FUND BALANCE		3999990001	100,551,555.34
Revenue	40100	40100	399999		399 FUND BALANCE		3999990001	22,995,170.88
Revenue	40102	40102	399999		399 FUND BALANCE		3999990001	932,386.47
Revenue	40103	40103	399999		399 FUND BALANCE		3999990001	1,700,000.00

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	40108	40108	399999		399 FUND BALANCE		3999990001	89,998,974.05
Revenue	40110	02508073	369306		360 MISCELLANEOUS REVENUES			6,721,012.79
Revenue	40110	02508074	334392		330 INTERGOVERNMENTAL REVENUE			777,563.33
Revenue	40110	02508076	334392		330 INTERGOVERNMENTAL REVENUE		3921130101	456,264.20
Revenue	40201	40201	399999		399 FUND BALANCE		3999990001	8,589,587.20
Revenue	40301	40301	399999		399 FUND BALANCE		3999990001	271,310.00
Revenue	50100	50100	399999		399 FUND BALANCE		3999990001	21,695.63
Revenue	50200	50200	399999		399 FUND BALANCE		3999990001	1,521,695.62
Revenue	50300	50300	399999		399 FUND BALANCE		3999990001	249,585.44
Revenue	60303	60303	399999		399 FUND BALANCE		3999990001	1,673.87
Revenue	60304	60304	399999		399 FUND BALANCE		3999990001	35,058.74
Revenue	60304	00006655	366100		360 MISCELLANEOUS REVENUES			103,718.62
Revenue								

Total Sources **516,686,431.59**

Expenditure	00100	00006959	560620	00001	560 CAPITAL OUTLAY		6209999901	226.33
Expenditure	00100	00132902	560620	00001	560 CAPITAL OUTLAY		6209999901	8,440.55
Expenditure	00100	00132902	560620	00001	560 CAPITAL OUTLAY			38,016.49
Expenditure	00100	00285810	530310		530 OPERATING EXPENDITURES		3100380001	20,254.10
Expenditure	00100	00285810	530310		530 OPERATING EXPENDITURES			75,000.00
Expenditure	00100	01918004	530400		530 OPERATING EXPENDITURES		4009999901	2,996.00
Expenditure	00100	01918004	530490		530 OPERATING EXPENDITURES		5509999912	1,300.00
Expenditure	00100	01918004	530496		530 OPERATING EXPENDITURES		1049999904	316,130.13
Expenditure	00100	01918004	580833		580 GRANTS & AIDS			2,004.00
Expenditure	00100	02011005	530310		530 OPERATING EXPENDITURES		3101102102	1,079.60
Expenditure	00100	02101019	530310		530 OPERATING EXPENDITURES		3109999901	116,096.80
Expenditure	00100	02201005	560642	00001	560 CAPITAL OUTLAY		6429999901	14,995.51
Expenditure	00100	02218008	530490		530 OPERATING EXPENDITURES		4900664002	27,384.49
Expenditure	00100	02218009	530490		530 OPERATING EXPENDITURES		4900561009	1,002.31
Expenditure	00100	02301049	530460		530 OPERATING EXPENDITURES		4600109001	21,904.58
Expenditure	00100	02302003	560642	00001	560 CAPITAL OUTLAY		6429999901	426,518.44
Expenditure	00100	02304003	530460		530 OPERATING EXPENDITURES		4609999905	101,063.00
Expenditure	00100	02304003	560650	00001	560 CAPITAL OUTLAY		6509999901	50,010.94
Expenditure	00100	02304080	530310		530 OPERATING EXPENDITURES		3109999901	2,885.00
Expenditure	00100	02304080	560650	00001	560 CAPITAL OUTLAY		6509999901	90,000.00
Expenditure	00100	02307111	560680	00001	560 CAPITAL OUTLAY		6809999901	2,671,907.76
Expenditure	00100	02404063	530522		530 OPERATING EXPENDITURES		5221405061	2,557.40
Expenditure	00100	02407021	560642	00001	560 CAPITAL OUTLAY		6429999901	3,819.00
Expenditure	00100	02407023	560642	00001	560 CAPITAL OUTLAY		6429999901	1,923.91
Expenditure	00100	02409022	530520		530 OPERATING EXPENDITURES		5200666013	15,273.60
Expenditure	00100	02418005	530310		530 OPERATING EXPENDITURES		3100109001	278,000.00
Expenditure	00100	02502012	560650	00001	560 CAPITAL OUTLAY		6509999901	39,417.30
Expenditure	00100	02502014	560642	00001	560 CAPITAL OUTLAY		6429999901	183,812.92

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	00100	02502015	560642	00001	560 CAPITAL OUTLAY		6429999901	80,681.41
Expenditure	00100	02504114	530310		530 OPERATING EXPENDITURES		3100380001	27,096.00
Expenditure	00100	02510031	560642	00001	560 CAPITAL OUTLAY		6429999901	50,000.00
Expenditure	00100	02512038	560646	00001	560 CAPITAL OUTLAY		6469999901	2,597.19
Expenditure	00100	02512040	560646	00001	560 CAPITAL OUTLAY		6469999901	60,109.31
Expenditure	00100	02514013	560646	00001	560 CAPITAL OUTLAY		6469999901	378,600.00
Expenditure	00100	02514016	530522		530 OPERATING EXPENDITURES		5221407014	23,850.00
Expenditure	00100	02514017	530460		530 OPERATING EXPENDITURES		4600102001	1,047.22
Expenditure	00100	06811617	530340		530 OPERATING EXPENDITURES		3409999904	14,347.45
Expenditure	00100	014001	590910	13100	590 INTERFUND TRANSFERS OUT		9109999910	(600,000.00)
Expenditure	00105	02505114	560630	00001	560 CAPITAL OUTLAY		6309999901	1,000,000.00
Expenditure	00108	00007008	560650	00001	560 CAPITAL OUTLAY		6509999901	1,208,423.88
Expenditure	00108	00007083	530460		530 OPERATING EXPENDITURES		46009999901	51,285.39
Expenditure	00108	00007084	560650	00001	560 CAPITAL OUTLAY		6509999901	7,391.84
Expenditure	00108	00007085	560642	00001	560 CAPITAL OUTLAY		6429999901	380,086.68
Expenditure	00108	01902004	530460		530 OPERATING EXPENDITURES		4600105115	5,600.13
Expenditure	00108	02307059	530460		530 OPERATING EXPENDITURES		4609999905	15,470.00
Expenditure	00108	02401006	560650	00001	560 CAPITAL OUTLAY		6509999901	40,741.73
Expenditure	00108	02402003	560650	00001	560 CAPITAL OUTLAY		6509999901	15,556.58
Expenditure	00108	02404037	560650	00001	560 CAPITAL OUTLAY		6509999901	67,588.22
Expenditure	00108	02407008	560650	00001	560 CAPITAL OUTLAY		6509999901	310,893.23
Expenditure	00108	02407009	560650	00001	560 CAPITAL OUTLAY		6509999901	507,312.93
Expenditure	00108	02412001	560620	00001	560 CAPITAL OUTLAY		6209999901	275,481.00
Expenditure	00108	02412002	560620	00001	560 CAPITAL OUTLAY		6209999901	57,929.74
Expenditure	00108	02502003	560620	00001	560 CAPITAL OUTLAY		6209999901	150,000.00
Expenditure	00108	02502006	560642	00001	560 CAPITAL OUTLAY		6429999901	190,000.00
Expenditure	00108	02510013	560630	00001	560 CAPITAL OUTLAY		6309999901	200.00
Expenditure	00108	02510015	560650	00001	560 CAPITAL OUTLAY		6509999901	226,278.35
Expenditure	00108	02510015	560650	00001	560 CAPITAL OUTLAY			69,483.56
Expenditure	00108	02512017	560642	00001	560 CAPITAL OUTLAY		6429999901	165,000.00
Expenditure	00108	02512018	560642	00001	560 CAPITAL OUTLAY		6429999901	80,000.00
Expenditure	00108	02512019	560642	00001	560 CAPITAL OUTLAY		6429999901	135,000.00
Expenditure	00108	02512021	560642	00001	560 CAPITAL OUTLAY		6429999901	165,000.00
Expenditure	00108	02512022	560650	00001	560 CAPITAL OUTLAY		6509999901	80,000.00
Expenditure	00108	02512023	560650	00001	560 CAPITAL OUTLAY		6509999901	55,000.00
Expenditure	00108	02512029	560630	00001	560 CAPITAL OUTLAY		6309999901	370,000.00
Expenditure	00108	02512043	530310		530 OPERATING EXPENDITURES		3109999902	21,655.00
Expenditure	00109	02207007	560642	00001	560 CAPITAL OUTLAY		6429999901	146,291.00
Expenditure	00109	02510001	560642	00001	560 CAPITAL OUTLAY		6429999901	83,700.00
Expenditure	00111	00006601	560646	00001	560 CAPITAL OUTLAY		6461405205	211.15
Expenditure	00111	00006651	530440		530 OPERATING EXPENDITURES		4401405302	77,777.83
Expenditure	00111	00006651	530440		530 OPERATING EXPENDITURES		4401405304	2,682.00
Expenditure	00111	00006651	530440		530 OPERATING EXPENDITURES		4401407012	210,656.21
Expenditure	00111	00006651	530522		530 OPERATING EXPENDITURES		5221405083	5,000.00

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	00111	00006651	550202	0020	550 COST ALLOCATION (CONTRA)		COUNTY HAAS LEASE	(296,116.04)
Expenditure	00111	00006839	550202	0020	550 COST ALLOCATION (CONTRA)		6421103401	(213,938.75)
Expenditure	00111	00006839	560642	00001	560 CAPITAL OUTLAY		6421103401	213,938.75
Expenditure	00111	02014007	599998		599 RESERVES		9989999901	950,544.24
Expenditure	00111	02114003	560646	00001	560 CAPITAL OUTLAY		6469999901	31,599.36
Expenditure	00111	02114008	530310		530 OPERATING EXPENDITURES		5220105602	175,537.10
Expenditure	00111	02214008	530522		530 OPERATING EXPENDITURES		5221404001	48,918.06
Expenditure	00112	00007109	560630	00001	560 CAPITAL OUTLAY		6309999901	123,101.21
Expenditure	00112	00243115	560610	00001	560 CAPITAL OUTLAY		6109999901	145,025.00
Expenditure	00112	00243115	560630	00001	560 CAPITAL OUTLAY		6309999901	2,808.45
Expenditure	00112	00286001	560650	00001	560 CAPITAL OUTLAY		6509999901	317,841.72
Expenditure	00112	00286001	560680	00001	560 CAPITAL OUTLAY		6809999901	25,914.83
Expenditure	00112	02014012	530310		530 OPERATING EXPENDITURES		3100380001	150,000.00
Expenditure	00112	02014013	530310		530 OPERATING EXPENDITURES		3101405103	58,978.25
Expenditure	00112	02111014	530310		530 OPERATING EXPENDITURES		3101102003	48,153.20
Expenditure	00112	02114009	560646	00001	560 CAPITAL OUTLAY		6469999901	250,000.00
Expenditure	00112	02207022	560646	00001	560 CAPITAL OUTLAY		6469999901	36,734.00
Expenditure	00112	02301005	530522		530 OPERATING EXPENDITURES		5220878001	17,750.00
Expenditure	00112	02301010	530460		530 OPERATING EXPENDITURES		4609999905	40,294.00
Expenditure	00112	02302008	530460		530 OPERATING EXPENDITURES		4600105606	48,685.38
Expenditure	00112	02304082	530520		530 OPERATING EXPENDITURES		5200445002	40,250.00
Expenditure	00112	02307096	530310		530 OPERATING EXPENDITURES		3100106302	41,818.00
Expenditure	00112	02318005	560610	00001	560 CAPITAL OUTLAY		6109999901	9,650.00
Expenditure	00112	02318005	560650	00001	560 CAPITAL OUTLAY		6509999901	253,852.29
Expenditure	00112	02318006	560630	00001	560 CAPITAL OUTLAY		6309999901	796,230.25
Expenditure	00112	02318009	530310		530 OPERATING EXPENDITURES		4900103023	35,647.50
Expenditure	00112	02318009	530340		530 OPERATING EXPENDITURES		3400103053	406,316.11
Expenditure	00112	02318009	530522		530 OPERATING EXPENDITURES		6460103052	366,918.92
Expenditure	00112	02318009	560646	00001	560 CAPITAL OUTLAY		6469999901	150,000.00
Expenditure	00112	02318011	530496		530 OPERATING EXPENDITURES		1049999904	165,971.00
Expenditure	00112	02318011	580821		580 GRANTS & AIDS		8210103011	27,171.66
Expenditure	00112	02318015	580821		580 GRANTS & AIDS		8210103003	161,570.99
Expenditure	00112	02318016	530340		530 OPERATING EXPENDITURES		3409999912	22,321.37
Expenditure	00112	02318016	560650	00001	560 CAPITAL OUTLAY		6509999901	2,540,989.27
Expenditure	00112	02318019	580821		580 GRANTS & AIDS		8210103001	1,000,000.00
Expenditure	00112	02401031	530522		530 OPERATING EXPENDITURES		5221104052	40,000.00
Expenditure	00112	02407083	530310		530 OPERATING EXPENDITURES		3100879201	29,998.00
Expenditure	00112	02407083	560650	00001	560 CAPITAL OUTLAY		6509999901	3,426,877.09
Expenditure	00112	02407123	560642	00001	560 CAPITAL OUTLAY		6429999901	104,000.00
Expenditure	00112	02414009	530522		530 OPERATING EXPENDITURES		5221405203	50,000.00
Expenditure	00112	02414010	530522		530 OPERATING EXPENDITURES		5221405205	24,000.00
Expenditure	00112	02501008	530340		530 OPERATING EXPENDITURES		3439040002	70,010.00
Expenditure	00112	02501011	530310		530 OPERATING EXPENDITURES		3109999902	50,000.00
Expenditure	00112	02502016	560642	00001	560 CAPITAL OUTLAY		6429999901	318,061.25

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	00112	02502017	560642	00001	560 CAPITAL OUTLAY		6429999901	80,000.00
Expenditure	00112	02502018	560642	00001	560 CAPITAL OUTLAY		6429999901	75,000.00
Expenditure	00112	02502020	560642	00001	560 CAPITAL OUTLAY		6429999901	150,000.00
Expenditure	00112	02504126	560650	00001	560 CAPITAL OUTLAY		6509999901	100,000.00
Expenditure	00112	02514018	560646	00001	560 CAPITAL OUTLAY		6469999901	150,000.00
Expenditure	00112	02518006	560646	00001	560 CAPITAL OUTLAY		6469999901	8,000.00
Expenditure	00112	20180558	560630	00001	560 CAPITAL OUTLAY		6309999901	43,750.00
Expenditure	00112	20180563	560630	00001	560 CAPITAL OUTLAY		6309999901	6,250.00
Expenditure	00112	20180572	560650	00001	560 CAPITAL OUTLAY		6509999901	600,000.00
Expenditure	00112	20180573	560650	00001	560 CAPITAL OUTLAY		6509999901	1,000,000.00
Expenditure	00112	02601003	530466		530 OPERATING EXPENDITURES		4669999901	250,000.00
Expenditure	10101	077501	550105		550 COST ALLOCATION (CONTRA)		1059999902	1,500,000.00
Expenditure	10101	01907116	560650	00001	560 CAPITAL OUTLAY		6509999901	69,049.38
Expenditure	10101	02407060	560642	00001	560 CAPITAL OUTLAY		6429999901	87,055.00
Expenditure	10101	02507001	560642	00001	560 CAPITAL OUTLAY		6429999901	2,510.05
Expenditure	10101	02507011	560642	00001	560 CAPITAL OUTLAY		6429999901	165,000.00
Expenditure	10101	02507012	560642	00001	560 CAPITAL OUTLAY		6429999901	165,000.00
Expenditure	10101	02507013	560642	00001	560 CAPITAL OUTLAY		6429999901	165,000.00
Expenditure	10101	02507022	560642	00001	560 CAPITAL OUTLAY		6429999901	4,908.78
Expenditure	10102	00006625	530490		530 OPERATING EXPENDITURES		4909999901	44,009.00
Expenditure	10103	02407078	530310		530 OPERATING EXPENDITURES		3109999901	445,405.80
Expenditure	10103	02507076	530310		530 OPERATING EXPENDITURES		3109999901	208,193.00
Expenditure	10104	02407115	560650	00001	560 CAPITAL OUTLAY		6509999901	148,753.30
Expenditure	10400	01911012	530340		530 OPERATING EXPENDITURES		3409999904	900.00
Expenditure	10400	02111003	530310		530 OPERATING EXPENDITURES		3100380001	282,584.50
Expenditure	10400	02111005	530466		530 OPERATING EXPENDITURES		4669999901	698,004.72
Expenditure	10400	02111005	560646	00001	560 CAPITAL OUTLAY		6469999901	3,332,548.04
Expenditure	11000	00234720	570720		570 DEBT SERVICE		7100903411	23,639.98
Expenditure	11000	02504111	560630	00001	560 CAPITAL OUTLAY		6309999901	3,317,576.39
Expenditure	11001	02504020	560630	00001	560 CAPITAL OUTLAY		6309999901	1,388,880.25
Expenditure	11001	02504121	560642	00001	560 CAPITAL OUTLAY		6429999901	17,500.00
Expenditure	11200	00006671	530520		530 OPERATING EXPENDITURES		5200561006	39,127.70
Expenditure	11200	00006947	560642	00001	560 CAPITAL OUTLAY		6429999901	7,749.29
Expenditure	11200	00006948	560642	00001	560 CAPITAL OUTLAY		6429999901	611,272.99
Expenditure	11200	00007087	530460		530 OPERATING EXPENDITURES		46009999901	4,601.91
Expenditure	11200	00007115	530460	00001	530 OPERATING EXPENDITURES		4600105606	8,863.00
Expenditure	11200	00007115	530520		530 OPERATING EXPENDITURES		5200561032	6,896.52
Expenditure	11200	00007115	560650	00001	560 CAPITAL OUTLAY		6509999901	346,243.67
Expenditure	11200	01785404	599994		599 RESERVES		9949999901	3,089,649.00
Expenditure	11200	01785494	560650	00001	560 CAPITAL OUTLAY		6509999901	493,340.63
Expenditure	11200	02005012	530310		530 OPERATING EXPENDITURES		3109999901	87,935.98
Expenditure	11200	02005012	560642	00001	560 CAPITAL OUTLAY		6429999901	344,412.96
Expenditure	11200	02005012	560650	00001	560 CAPITAL OUTLAY		6509999901	415,519.91
Expenditure	11200	02005049	530310		530 OPERATING EXPENDITURES		3100340001	28,500.00

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11200	02005049	530340		530 OPERATING EXPENDITURES		3409999904	51,437.04
Expenditure	11200	02005049	560650	00001	560 CAPITAL OUTLAY		6509999901	210,088.79
Expenditure	11200	02005999	530310		530 OPERATING EXPENDITURES		3101230001	27,121.30
Expenditure	11200	02105040	560642	00001	560 CAPITAL OUTLAY		6429999901	43,377.48
Expenditure	11200	02105063	560650	00001	560 CAPITAL OUTLAY		6509999901	7,670,877.85
Expenditure	11200	02205003	560610	00001	560 CAPITAL OUTLAY		6109999901	8,006,693.75
Expenditure	11200	02205003	560680	00001	560 CAPITAL OUTLAY		6809999901	1,350,000.00
Expenditure	11200	02205006	560650	00001	560 CAPITAL OUTLAY		6509999901	385,491.50
Expenditure	11200	02205008	560650	00001	560 CAPITAL OUTLAY		6509999901	481,135.00
Expenditure	11200	02205009	560650	00001	560 CAPITAL OUTLAY		6509999901	5,512,919.00
Expenditure	11200	02205011	560630	00001	560 CAPITAL OUTLAY		6309999901	112,759.26
Expenditure	11200	02205011	560650	00001	560 CAPITAL OUTLAY		6509999901	430,721.37
Expenditure	11200	02205039	560642	00001	560 CAPITAL OUTLAY		6429999901	2,094.00
Expenditure	11200	02205039	560650	00001	560 CAPITAL OUTLAY		6509999901	150,000.00
Expenditure	11200	02205044	530520		530 OPERATING EXPENDITURES		5200561007	42,939.86
Expenditure	11200	02205048	560642	00001	560 CAPITAL OUTLAY		6429999901	25,942.93
Expenditure	11200	02305011	530460	00001	530 OPERATING EXPENDITURES		4600105606	20,929.00
Expenditure	11200	02305013	560642	00001	560 CAPITAL OUTLAY		6429999901	9,270.78
Expenditure	11200	02305018	560642	00001	560 CAPITAL OUTLAY		6429999901	17,021.74
Expenditure	11200	02305019	560642	00001	560 CAPITAL OUTLAY		6429999901	17,021.73
Expenditure	11200	02305020	560642	00001	560 CAPITAL OUTLAY		6429999901	13,055.73
Expenditure	11200	02305024	530520		530 OPERATING EXPENDITURES		5200561051	1,838.36
Expenditure	11200	02305024	560642	00001	560 CAPITAL OUTLAY		6429999901	6,820.77
Expenditure	11200	02305042	560642	00001	560 CAPITAL OUTLAY		6429999901	483,565.36
Expenditure	11200	02305043	560642	00001	560 CAPITAL OUTLAY		6429999901	449,565.36
Expenditure	11200	02305044	560642	00001	560 CAPITAL OUTLAY		6429999901	449,565.36
Expenditure	11200	02305045	560642	00001	560 CAPITAL OUTLAY		6429999901	941,308.16
Expenditure	11200	02305046	560642	00001	560 CAPITAL OUTLAY		6429999901	943,109.16
Expenditure	11200	02305047	560642	00001	560 CAPITAL OUTLAY		6429999901	1,548,939.18
Expenditure	11200	02405005	560642	00001	560 CAPITAL OUTLAY		6429999901	75,790.06
Expenditure	11200	02405006	560642	00001	560 CAPITAL OUTLAY		6429999901	75,790.06
Expenditure	11200	02405019	560642	00001	560 CAPITAL OUTLAY		6429999901	8,313.28
Expenditure	11200	02405029	560650	00001	560 CAPITAL OUTLAY		6500443007	79,175.00
Expenditure	11200	02405029	560650	00001	560 CAPITAL OUTLAY		6509999901	241,701.00
Expenditure	11200	02405038	560642	00001	560 CAPITAL OUTLAY		6429999901	1,503.17
Expenditure	11200	02405044	560642	00001	560 CAPITAL OUTLAY		6429999901	1,020,000.00
Expenditure	11200	02405045	560642	00001	560 CAPITAL OUTLAY		6429999901	475,000.00
Expenditure	11200	02405046	560642	00001	560 CAPITAL OUTLAY		6429999901	1,020,000.00
Expenditure	11200	02405047	560642	00001	560 CAPITAL OUTLAY		6429999901	475,000.00
Expenditure	11200	02405048	560642	00001	560 CAPITAL OUTLAY		6429999901	475,000.00
Expenditure	11200	02405049	560642	00001	560 CAPITAL OUTLAY		6429999901	475,000.00
Expenditure	11200	02501007	530310		530 OPERATING EXPENDITURES		3100107002	32,947.00
Expenditure	11200	02505001	560642	00001	560 CAPITAL OUTLAY		6429999901	1,759.35
Expenditure	11200	02505004	560650	00001	560 CAPITAL OUTLAY		6509999901	200,000.00

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11200	02505005	560650	00001	560 CAPITAL OUTLAY		6509999901	4,800,000.00
Expenditure	11200	02505007	560642	00001	560 CAPITAL OUTLAY		6429999901	1,700,000.00
Expenditure	11200	02505015	560642	00001	560 CAPITAL OUTLAY		6429999901	217,000.00
Expenditure	11200	02505016	560642	00001	560 CAPITAL OUTLAY		6429999901	196,000.00
Expenditure	11200	02505024	560642	00001	560 CAPITAL OUTLAY		6429999901	25,000.00
Expenditure	11200	02505027	560646	00001	560 CAPITAL OUTLAY		6469999901	48,000.00
Expenditure	11200	02505030	560630	00001	560 CAPITAL OUTLAY		6309999901	550,000.00
Expenditure	11200	02505035	560630	00001	560 CAPITAL OUTLAY		6509999901	164,471.96
Expenditure	11500	00008703	530310		530 OPERATING EXPENDITURES		3109999901	26,521.57
Expenditure	11500	00015002	560610	00001	560 CAPITAL OUTLAY		6109999901	9,701.25
Expenditure	11500	00015002	560650	00001	560 CAPITAL OUTLAY		6509999901	4,812,274.65
Expenditure	11500	00015002	560652	00001	560 CAPITAL OUTLAY		6529999901	241,798.48
Expenditure	11500	00015002	560680	00001	560 CAPITAL OUTLAY		6809999901	133,827.93
Expenditure	11500	00251403	560650	00001	560 CAPITAL OUTLAY		6509999901	16,691.00
Expenditure	11500	00251403	580811		580 GRANTS & AIDS		8119999901	1,509.00
Expenditure	11541	00009007	530340		530 OPERATING EXPENDITURES		3409999904	100,000.00
Expenditure	11541	00205206	560680	00001	560 CAPITAL OUTLAY		6809999901	25,232.71
Expenditure	11541	00205750	560650	00001	560 CAPITAL OUTLAY		6509999901	1,932,456.28
Expenditure	11541	00205750	560652	00001	560 CAPITAL OUTLAY		6529999901	91,232.04
Expenditure	11541	00205750	560680	00001	560 CAPITAL OUTLAY		6809999901	50,497.30
Expenditure	11541	00265503	530310		530 OPERATING EXPENDITURES		3109999902	21,472.80
Expenditure	11541	00265503	560650	00001	560 CAPITAL OUTLAY		6509999901	195,269.43
Expenditure	11541	00265503	560652	00001	560 CAPITAL OUTLAY		6529999901	656,828.49
Expenditure	11541	00265503	560680	00001	560 CAPITAL OUTLAY		6809999901	21,741.62
Expenditure	11541	00265503	580813		580 GRANTS & AIDS		8139999901	24,534.90
Expenditure	11541	02307063	530310		530 OPERATING EXPENDITURES		3109999902	27,037.63
Expenditure	11541	02307063	560650	00001	560 CAPITAL OUTLAY		6509999901	1,000.00
Expenditure	11541	02407075	560650	00001	560 CAPITAL OUTLAY		6509999901	396,321.33
Expenditure	11560	01785134	560610	00001	560 CAPITAL OUTLAY		6109999901	1,957.50
Expenditure	11560	01785134	560650	00001	560 CAPITAL OUTLAY		6509999901	78,052.37
Expenditure	11560	01785140	560650	00001	560 CAPITAL OUTLAY		6509999901	825,000.00
Expenditure	11560	01785140	580813	00001	580 GRANTS & AIDS		8139999901	2,879,978.36
Expenditure	11560	01785140	580813		580 GRANTS & AIDS		8139999901	677,073.71
Expenditure	11560	01785142	560650	00001	560 CAPITAL OUTLAY		6509999901	995,382.75
Expenditure	11560	01785145	560680	00001	560 CAPITAL OUTLAY		6809999901	28,513.78
Expenditure	11560	01785146	560610	00001	560 CAPITAL OUTLAY		6109999901	193,598.30
Expenditure	11560	01785146	560680	00001	560 CAPITAL OUTLAY		6809999901	191,856.80
Expenditure	11560	01785147	560650	00001	560 CAPITAL OUTLAY		6509999901	94,728.55
Expenditure	11560	01785147	560680	00001	560 CAPITAL OUTLAY		6809999901	2,746.00
Expenditure	11560	01785150	560680	00001	560 CAPITAL OUTLAY		6809999901	42,510.82
Expenditure	11560	01785163	560650	00001	560 CAPITAL OUTLAY		6509999901	864.11
Expenditure	11560	01785165	530460		530 OPERATING EXPENDITURES		4609999905	700,198.86
Expenditure	11560	01785167	530522		530 OPERATING EXPENDITURES		5220107003	134,835.32
Expenditure	11560	01785169	560650	00001	560 CAPITAL OUTLAY		6509999901	840,975.60

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11560	01785171	560650	00001	560 CAPITAL OUTLAY		6509999901	370,031.80
Expenditure	11560	01785216	560650	00001	560 CAPITAL OUTLAY		6509999901	2,063,915.42
Expenditure	11560	01785222	560650	00001	560 CAPITAL OUTLAY		6509999901	441,272.66
Expenditure	11560	01785222	560680	00001	560 CAPITAL OUTLAY		6809999901	10,393.80
Expenditure	11560	01785224	560650	00001	560 CAPITAL OUTLAY		6509999901	79,717.22
Expenditure	11560	01785240	560650	00001	560 CAPITAL OUTLAY		6509999901	483,394.15
Expenditure	11560	01785248	560610	00001	560 CAPITAL OUTLAY		6109999901	39,831.99
Expenditure	11560	01785248	560680	00001	560 CAPITAL OUTLAY		6809999901	3,096.92
Expenditure	11560	01785258	530310		530 OPERATING EXPENDITURES		3109999902	66,000.00
Expenditure	11560	01785258	560610	00001	560 CAPITAL OUTLAY		6109999901	529,451.11
Expenditure	11560	01785258	560650	00001	560 CAPITAL OUTLAY		6509999901	1,236,199.39
Expenditure	11560	01785258	560652	00001	560 CAPITAL OUTLAY		6529999901	146,123.48
Expenditure	11560	01785272	560610	00001	560 CAPITAL OUTLAY		6109999901	4,367.50
Expenditure	11560	01785272	560650	00001	560 CAPITAL OUTLAY		6509999901	1,000.00
Expenditure	11560	01785272	560680	00001	560 CAPITAL OUTLAY		6809999901	28,178.32
Expenditure	11560	01785303	560610	00001	560 CAPITAL OUTLAY		6109999901	1,827,565.85
Expenditure	11560	01785303	560650	00001	560 CAPITAL OUTLAY		6509999901	27,518.00
Expenditure	11560	01785303	560680	00001	560 CAPITAL OUTLAY		6809999901	263,812.33
Expenditure	11560	01785310	530310		530 OPERATING EXPENDITURES		3109999902	159,064.38
Expenditure	11560	01785310	560650	00001	560 CAPITAL OUTLAY		6509999901	21,199.73
Expenditure	11560	01785313	560650	00001	560 CAPITAL OUTLAY		6509999901	265,068.31
Expenditure	11560	01785335	530310		530 OPERATING EXPENDITURES		3109999901	87,547.56
Expenditure	11560	01785344	560650	00001	560 CAPITAL OUTLAY		6509999901	875,935.29
Expenditure	11560	01785346	530340		530 OPERATING EXPENDITURES		4909999907	248,789.88
Expenditure	11560	01785346	560650	00001	560 CAPITAL OUTLAY		6509999901	220,071.02
Expenditure	11560	01785350	560650	00001	560 CAPITAL OUTLAY		6509999901	2,614,072.13
Expenditure	11560	01785350	560680	00001	560 CAPITAL OUTLAY		6809999901	72,322.32
Expenditure	11560	01785403	560652	00001	560 CAPITAL OUTLAY		6529999901	10,615.19
Expenditure	11560	01785408	560680	00001	560 CAPITAL OUTLAY		6809999901	319,668.30
Expenditure	11560	01785440	530310		530 OPERATING EXPENDITURES		3109999901	4,876.40
Expenditure	11560	01785441	530310		530 OPERATING EXPENDITURES		3109999901	9,435.90
Expenditure	11560	01785442	560680	00001	560 CAPITAL OUTLAY		6809999901	38,521.54
Expenditure	11560	01785444	560650	00001	560 CAPITAL OUTLAY		6509999901	272,821.30
Expenditure	11560	01785444	560680	00001	560 CAPITAL OUTLAY		6809999901	210,000.00
Expenditure	11560	01785447	560650	00001	560 CAPITAL OUTLAY		6509999901	1,099,190.59
Expenditure	11560	01785447	560652	00001	560 CAPITAL OUTLAY		6529999901	160,434.35
Expenditure	11560	01785447	560680	00001	560 CAPITAL OUTLAY		6809999901	5,778.59
Expenditure	11560	01785450	560650	00001	560 CAPITAL OUTLAY		6509999901	8,000.00
Expenditure	11560	01785458	560650	00001	560 CAPITAL OUTLAY		6509999901	44,535.87
Expenditure	11560	01785470	560650	00001	560 CAPITAL OUTLAY		6509999901	123,082.67
Expenditure	11560	01785471	560650	00001	560 CAPITAL OUTLAY		6509999901	296,667.10
Expenditure	11560	01785479	560650	00001	560 CAPITAL OUTLAY		6509999901	205,974.99
Expenditure	11560	01785486	560650	00001	560 CAPITAL OUTLAY		6514010801	94,935.24
Expenditure	11560	01785486	560651	00001	560 CAPITAL OUTLAY		6519999901	129,870.46

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11560	01785489	540105		540 INTERNAL SERVICE CHARGES		1059999901	(1,500,000.00)
Expenditure	11560	01785562	530310		530 OPERATING EXPENDITURES		3100380001	79,681.59
Expenditure	11560	01785562	560650	00001	560 CAPITAL OUTLAY		6509999901	91,248.25
Expenditure	11560	01785571	560650	00001	560 CAPITAL OUTLAY		6509999901	80,132.45
Expenditure	11560	01785572	530310		530 OPERATING EXPENDITURES		3109999902	18,840.10
Expenditure	11560	01785572	560610	00001	560 CAPITAL OUTLAY		6109999901	1,100.00
Expenditure	11560	01785572	560650	00001	560 CAPITAL OUTLAY		6509999901	49,476.88
Expenditure	11560	01785572	560680	00001	560 CAPITAL OUTLAY		6809999901	34,846.17
Expenditure	11560	01785582	530310		530 OPERATING EXPENDITURES		3100380001	170,127.00
Expenditure	11560	01785582	530310		530 OPERATING EXPENDITURES		3109999901	50,005.62
Expenditure	11560	01907048	560650	00001	560 CAPITAL OUTLAY		6509999901	5,430.00
Expenditure	11560	01907056	560680	00001	560 CAPITAL OUTLAY		6809999901	26,999.00
Expenditure	11560	01907077	560650	00001	560 CAPITAL OUTLAY		6509999901	8,354,520.53
Expenditure	11560	01907077	560680	00001	560 CAPITAL OUTLAY		6809999901	972,494.47
Expenditure	11560	01907084	560610	00001	560 CAPITAL OUTLAY		6109999901	119,000.59
Expenditure	11560	01907084	560650	00001	560 CAPITAL OUTLAY		6509999901	478,599.25
Expenditure	11560	01907084	560652	00001	560 CAPITAL OUTLAY		6529999901	793,103.68
Expenditure	11560	01907084	560680	00001	560 CAPITAL OUTLAY		6809999901	97,354.21
Expenditure	11560	01907086	560650	00001	560 CAPITAL OUTLAY		6509999901	83,534.28
Expenditure	11560	02007015	530310		530 OPERATING EXPENDITURES		3109999902	1,000.00
Expenditure	11560	02007015	560680	00001	560 CAPITAL OUTLAY		6809999901	1,808,584.57
Expenditure	11560	02007020	560650	00001	560 CAPITAL OUTLAY		6509999901	3,065,814.26
Expenditure	11560	02007027	560610	00001	560 CAPITAL OUTLAY		6109999901	1,300.00
Expenditure	11560	02007027	560650	00001	560 CAPITAL OUTLAY		6509999901	1,928,933.09
Expenditure	11560	02007027	560652	00001	560 CAPITAL OUTLAY		6529999901	361,200.00
Expenditure	11560	02007027	560680	00001	560 CAPITAL OUTLAY		6809999901	19,089.57
Expenditure	11560	02007092	560610	00001	560 CAPITAL OUTLAY		6109999901	897,329.60
Expenditure	11560	02007092	560650	00001	560 CAPITAL OUTLAY		6509999901	699,200.91
Expenditure	11560	02007092	560680	00001	560 CAPITAL OUTLAY		6809999901	318,040.45
Expenditure	11560	02007102	560610	00001	560 CAPITAL OUTLAY		6109999901	25,650.75
Expenditure	11560	02007102	560650	00001	560 CAPITAL OUTLAY		6509999901	354,424.56
Expenditure	11560	02007102	560652	00001	560 CAPITAL OUTLAY		6529999901	32,203.24
Expenditure	11560	02007102	560680	00001	560 CAPITAL OUTLAY		6809999901	10,646.81
Expenditure	11560	02007111	530310	00001	530 OPERATING EXPENDITURES		6809999901	26,698.97
Expenditure	11560	02007123	530310		530 OPERATING EXPENDITURES		3109999901	40,000.00
Expenditure	11560	02007123	560650	00001	560 CAPITAL OUTLAY		6509999901	11,176.19
Expenditure	11560	02007124	560610	00001	560 CAPITAL OUTLAY		6109999901	4,083.75
Expenditure	11560	02007124	560650	00001	560 CAPITAL OUTLAY		6509999901	341,578.07
Expenditure	11560	02007124	560652	00001	560 CAPITAL OUTLAY		6529999901	253,803.87
Expenditure	11560	02007124	560680	00001	560 CAPITAL OUTLAY		6809999901	85,794.59
Expenditure	11560	02104043	560650	00001	560 CAPITAL OUTLAY		6509999901	20,731.96
Expenditure	11560	02104044	560650	00001	560 CAPITAL OUTLAY		6509999901	5,490.26
Expenditure	11560	02107078	530310		530 OPERATING EXPENDITURES		3109999902	6,964.67
Expenditure	11560	02107078	560650	00001	560 CAPITAL OUTLAY		6509999901	1,000.00

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11560	02107081	560650	00001	560 CAPITAL OUTLAY		6509999901	400,000.00
Expenditure	11560	02107094	560650	00001	560 CAPITAL OUTLAY		6509999901	3,962,388.78
Expenditure	11560	02107094	560652	00001	560 CAPITAL OUTLAY		6529999901	490,123.85
Expenditure	11560	02107094	560680	00001	560 CAPITAL OUTLAY		6809999901	5,006.96
Expenditure	11560	02107103	560610	00001	560 CAPITAL OUTLAY		6109999901	43,175.00
Expenditure	11560	02204037	560650	00001	560 CAPITAL OUTLAY		6509999901	25,577.84
Expenditure	11560	02207070	560650	00001	560 CAPITAL OUTLAY		6509999901	389,055.91
Expenditure	11560	02207073	560650	00001	560 CAPITAL OUTLAY		6509999901	400,828.28
Expenditure	11560	02207078	530310		530 OPERATING EXPENDITURES		3109999902	538,843.16
Expenditure	11560	02207081	560610	00001	560 CAPITAL OUTLAY		6109999901	25,000.00
Expenditure	11560	02207081	560650	00001	560 CAPITAL OUTLAY		6509999901	280,112.17
Expenditure	11560	02207081	560652	00001	560 CAPITAL OUTLAY		6529999901	17,000.00
Expenditure	11560	02207081	560680	00001	560 CAPITAL OUTLAY		6809999901	29,135.34
Expenditure	11560	02207083	560650	00001	560 CAPITAL OUTLAY		6509999901	176,197.91
Expenditure	11560	02207083	560680	00001	560 CAPITAL OUTLAY		6809999901	10,584.05
Expenditure	11560	02207091	530310		530 OPERATING EXPENDITURES		3109999902	300,000.00
Expenditure	11560	02207094	560680	00001	560 CAPITAL OUTLAY		6809999901	891,243.22
Expenditure	11560	02207099	560650	00001	560 CAPITAL OUTLAY		6509999901	115,944.04
Expenditure	11560	02207106	560650	00001	560 CAPITAL OUTLAY		6509999901	66,505.97
Expenditure	11560	02307065	530310		530 OPERATING EXPENDITURES		3109999902	152,407.70
Expenditure	11560	02307072	560650	00001	560 CAPITAL OUTLAY		6509999901	1,000.00
Expenditure	11560	02307073	530310		530 OPERATING EXPENDITURES		3109999902	68,163.30
Expenditure	11560	02307075	560650	00001	560 CAPITAL OUTLAY		6509999901	620,825.05
Expenditure	11560	02307076	560650	00001	560 CAPITAL OUTLAY		6509999901	342,437.59
Expenditure	11560	02307077	560650	00001	560 CAPITAL OUTLAY		6509999901	358,419.75
Expenditure	11560	02307078	560650	00001	560 CAPITAL OUTLAY		6509999901	299,625.53
Expenditure	11560	02307079	560650	00001	560 CAPITAL OUTLAY		6509999901	41,492.35
Expenditure	11560	02307084	560650	00001	560 CAPITAL OUTLAY		6509999901	1,773,833.00
Expenditure	11560	02307084	560680	00001	560 CAPITAL OUTLAY		6809999901	22,194.74
Expenditure	11560	02307094	560610	00001	560 CAPITAL OUTLAY		6109999901	8,228.75
Expenditure	11560	02307094	560680	00001	560 CAPITAL OUTLAY		6809999901	58,529.07
Expenditure	11560	02307095	560610	00001	560 CAPITAL OUTLAY		6109999901	25,745.00
Expenditure	11560	02307095	560680	00001	560 CAPITAL OUTLAY		6809999901	5,549.01
Expenditure	11560	02407065	560650	00001	560 CAPITAL OUTLAY		6509999901	14,501,037.80
Expenditure	11560	02407065	560652	00001	560 CAPITAL OUTLAY		6529999901	1,369,056.44
Expenditure	11560	02407066	560650	00001	560 CAPITAL OUTLAY		6509999901	650,000.00
Expenditure	11560	02407068	560650	00001	560 CAPITAL OUTLAY		6509999901	561,224.42
Expenditure	11560	02407074	560650	00001	560 CAPITAL OUTLAY		6509999901	112,369.25
Expenditure	11560	02407074	560680	00001	560 CAPITAL OUTLAY		6809999901	132,021.65
Expenditure	11560	02407089	560650	00001	560 CAPITAL OUTLAY		6509999901	602,585.41
Expenditure	11560	02407093	560650	00001	560 CAPITAL OUTLAY		6509999901	34,056.40
Expenditure	11560	02407094	530520		530 OPERATING EXPENDITURES		5209999901	68,900.00
Expenditure	11560	02407095	560650	00001	560 CAPITAL OUTLAY		6509999901	390,478.35
Expenditure	11560	02407096	560650	00001	560 CAPITAL OUTLAY		6509999901	188,570.62

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11560	02407097	560650	00001	560 CAPITAL OUTLAY		6509999901	268,859.06
Expenditure	11560	02407098	560650	00001	560 CAPITAL OUTLAY		6509999901	51,006.92
Expenditure	11560	02407099	560650	00001	560 CAPITAL OUTLAY		6509999901	134,113.00
Expenditure	11560	02407099	560652	00001	560 CAPITAL OUTLAY		6529999901	29,532.00
Expenditure	11560	02407106	560650	00001	560 CAPITAL OUTLAY		6509999901	18.61
Expenditure	11560	02407107	560650	00001	560 CAPITAL OUTLAY		6509999901	230,724.78
Expenditure	11560	02407109	560650	00001	560 CAPITAL OUTLAY		6509999901	7,000,000.00
Expenditure	11560	02407118	560650	00001	560 CAPITAL OUTLAY		6509999901	700,000.00
Expenditure	11560	02407119	560650	00001	560 CAPITAL OUTLAY		6509999901	710,621.17
Expenditure	11560	02407120	560650	00001	560 CAPITAL OUTLAY		6509999901	700,000.00
Expenditure	11560	02407121	560650	00001	560 CAPITAL OUTLAY		6509999901	619,341.41
Expenditure	11560	02504122	560650	00001	560 CAPITAL OUTLAY		6509999901	80,000.00
Expenditure	11560	02504124	560610	00001	560 CAPITAL OUTLAY		6109999901	72,446.00
Expenditure	11560	02507031	560650	00001	560 CAPITAL OUTLAY		6509999901	707,006.73
Expenditure	11560	02507033	560650	00001	560 CAPITAL OUTLAY		6509999901	102,284.00
Expenditure	11560	02507043	530310		530 OPERATING EXPENDITURES		3109999902	250,000.00
Expenditure	11560	02507044	530310		530 OPERATING EXPENDITURES		3109999902	84,818.02
Expenditure	11560	02507045	530310		530 OPERATING EXPENDITURES		3109999902	233,016.61
Expenditure	11560	02507046	560650	00001	560 CAPITAL OUTLAY		6509999901	847,704.00
Expenditure	11560	02507055	530310		530 OPERATING EXPENDITURES		3109999901	115,000.00
Expenditure	11560	02507057	530310		530 OPERATING EXPENDITURES		3109999902	159,348.87
Expenditure	11560	02507061	560650	00001	560 CAPITAL OUTLAY		6509999901	120,083.00
Expenditure	11560	02507062	560650	00001	560 CAPITAL OUTLAY		6509999901	245,632.00
Expenditure	11560	02507065	560610	00001	560 CAPITAL OUTLAY		6109999901	16,610.00
Expenditure	11560	02507065	560680	00001	560 CAPITAL OUTLAY		6809999901	169,019.98
Expenditure	11560	02507066	560650	00001	560 CAPITAL OUTLAY		3109999902	1,000.00
Expenditure	11560	02507068	580821		580 GRANTS & AIDS		5400770001	200,000.00
Expenditure	11560	02507069	560650	00001	560 CAPITAL OUTLAY		6509999901	67,922.47
Expenditure	11560	02507071	560650	00001	560 CAPITAL OUTLAY		6509999901	2,680,305.21
Expenditure	11560	99999903	560650	00001	560 CAPITAL OUTLAY		6509999901	1,000,000.00
Expenditure	11560	99999906	560651	00001	560 CAPITAL OUTLAY		6514010801	1,407,409.42
Expenditure	11641	00198112	560670	00001	560 CAPITAL OUTLAY		6709999901	29,400.00
Expenditure	11641	02507056	560650	00001	560 CAPITAL OUTLAY		6509999901	1,980,289.59
Expenditure	11641	02507056	560652	00001	560 CAPITAL OUTLAY		6529999901	380,158.91
Expenditure	11641	02507070	560650	00001	560 CAPITAL OUTLAY		6509999901	54,228.00
Expenditure	11800	02405034	530529		530 OPERATING EXPENDITURES		5290561001	36,379.52
Expenditure	11901	06650320	530496		530 OPERATING EXPENDITURES		1049999904	9,262.06
Expenditure	11901	06652021	580833		580 GRANTS & AIDS		8339999903	303,068.11
Expenditure	11901	06652223	580833		580 GRANTS & AIDS		8339999903	68,443.45
Expenditure	11901	06652324	580833		580 GRANTS & AIDS		8339999901	67,347.01
Expenditure	11901	06652425	530496		530 OPERATING EXPENDITURES		1049999904	202,364.75
Expenditure	11901	06652425	530497		530 OPERATING EXPENDITURES		4970660001	41,000.00
Expenditure	11901	06652425	580833		580 GRANTS & AIDS		8339999903	893,305.63
Expenditure	11902	02118006	530496		530 OPERATING EXPENDITURES		1049999904	379,136.88

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11902	02118006	580833		580 GRANTS & AIDS		8339999903	1,208,308.23
Expenditure	11902	06662122	580833		580 GRANTS & AIDS		8339999903	23,121.30
Expenditure	11902	06662223	530496		530 OPERATING EXPENDITURES		1049999904	6,844.25
Expenditure	11902	06662223	580833		580 GRANTS & AIDS		8339999901	(6,844.25)
Expenditure	11902	06662223	580833		580 GRANTS & AIDS		8339999903	187,407.93
Expenditure	11902	06662324	530440		580 GRANTS & AIDS		4400105603	8,000.00
Expenditure	11902	06662324	530496		530 OPERATING EXPENDITURES		1049999904	30,230.08
Expenditure	11902	06662324	580833		580 GRANTS & AIDS		8339999903	160,199.94
Expenditure	11902	06662425	580833		580 GRANTS & AIDS		8339999901	641,009.31
Expenditure	11904	06682425	530496		530 OPERATING EXPENDITURES		1049999904	1,537.93
Expenditure	11904	06682425	580833		580 GRANTS & AIDS		8339999903	49,231.98
Expenditure	11904	06689113	530496		530 OPERATING EXPENDITURES		1049999904	1,936.08
Expenditure	11904	06689113	580833		580 GRANTS & AIDS		8339999903	240,309.06
Expenditure	11905	02406006	530496		530 OPERATING EXPENDITURES		1049999904	121,695.85
Expenditure	11905	02406006	530522		530 OPERATING EXPENDITURES		5209999901	13,665.75
Expenditure	11905	02406006	530522		530 OPERATING EXPENDITURES		5221405061	4,242.02
Expenditure	11905	06622425	530400		530 OPERATING EXPENDITURES		4009999901	1,244.00
Expenditure	11905	06622425	530410		530 OPERATING EXPENDITURES		4109999902	1,200.00
Expenditure	11905	06622425	530497		530 OPERATING EXPENDITURES		4970660001	128,809.18
Expenditure	11905	06622425	530510		530 OPERATING EXPENDITURES		5109999901	1,000.00
Expenditure	11905	06622425	530520		530 OPERATING EXPENDITURES		5209999901	1,000.00
Expenditure	11905	06622425	530540		530 OPERATING EXPENDITURES		5409999901	3,850.00
Expenditure	11905	06622526	530340		530 OPERATING EXPENDITURES		3409999902	1,476.00
Expenditure	11905	06622526	530401		530 OPERATING EXPENDITURES		4019999901	3,000.00
Expenditure	11905	06622526	530440		530 OPERATING EXPENDITURES		4409999901	8,400.00
Expenditure	11905	06622526	530496		530 OPERATING EXPENDITURES		1049999904	255,082.98
Expenditure	11905	06622526	530497		530 OPERATING EXPENDITURES		4970660001	34,751.02
Expenditure	11905	06622526	530510		530 OPERATING EXPENDITURES		5109999901	724.00
Expenditure	11908	02301052	530490		530 OPERATING EXPENDITURES		4900556001	20,500.00
Expenditure	11908	02610002	530400		530 OPERATING EXPENDITURES		4009999901	500.00
Expenditure	11908	02610002	530460		530 OPERATING EXPENDITURES		4609999905	1,000.00
Expenditure	11908	02610002	530510		530 OPERATING EXPENDITURES		5109999901	1,200.00
Expenditure	11908	02610002	530520		530 OPERATING EXPENDITURES		5209999901	36,520.14
Expenditure	11908	02610002	530522		530 OPERATING EXPENDITURES		5220105602	1,100.00
Expenditure	11908	02610002	530540		530 OPERATING EXPENDITURES		5409999901	2,000.00
Expenditure	11908	02610002	530550		530 OPERATING EXPENDITURES		5509999901	15,000.00
Expenditure	11912	02301022	530520		530 OPERATING EXPENDITURES		5209999901	580.23
Expenditure	11912	02401021	530520		530 OPERATING EXPENDITURES		5209999901	2,161.46
Expenditure	11912	02401024	530310		530 OPERATING EXPENDITURES		3100380002	170,075.25
Expenditure	11912	02501002	530520		530 OPERATING EXPENDITURES		5209999901	2,800.00
Expenditure	11912	02610001	530520		530 OPERATING EXPENDITURES		5209999901	2,800.00
Expenditure	11916	00006622	530340		530 OPERATING EXPENDITURES		3409999904	17,898.57
Expenditure	11916	00006622	530430		530 OPERATING EXPENDITURES		4309999901	4,571.98
Expenditure	11916	00006622	530460		530 OPERATING EXPENDITURES		4600770212	20,000.00

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11916	02107098	530340		530 OPERATING EXPENDITURES		3409999904	142,550.17
Expenditure	11916	02307086	560650	00001	560 CAPITAL OUTLAY		6509999901	147,410.67
Expenditure	11916	02307102	560650	00001	560 CAPITAL OUTLAY		6509999901	1,083,829.00
Expenditure	11916	02307113	560650	00001	560 CAPITAL OUTLAY		6509999901	500,000.00
Expenditure	11916	02407062	560650	00001	560 CAPITAL OUTLAY		6500103002	1,304,000.00
Expenditure	11916	02407076	560650	00001	560 CAPITAL OUTLAY		6500103002	7,194,500.00
Expenditure	11916	02407077	530340		530 OPERATING EXPENDITURES		3409999902	1,000,000.00
Expenditure	11916	02407079	560650	00001	560 CAPITAL OUTLAY		6500103002	486,373.88
Expenditure	11916	02407108	560650	00001	560 CAPITAL OUTLAY		6509999901	1,769,878.12
Expenditure	11916	02507058	530340		530 OPERATING EXPENDITURES		3400380002	3,856,756.60
Expenditure	11916	02507058	560650	00001	560 CAPITAL OUTLAY		6500775001	2,995,760.00
Expenditure	11916	02507058	560650	00001	560 CAPITAL OUTLAY		6500775002	582,021.00
Expenditure	11916	02507058	560650	00001	560 CAPITAL OUTLAY		6500775003	2,078,087.00
Expenditure	11916	02507058	560650	00001	560 CAPITAL OUTLAY		6509999901	1,244,652.80
Expenditure	11917	02004044	560650	00001	560 CAPITAL OUTLAY		6509999901	101,993.90
Expenditure	11917	02404061	530340		530 OPERATING EXPENDITURES		3400879210	52,406.81
Expenditure	11917	02404061	530340		530 OPERATING EXPENDITURES		3409999902	8,952.12
Expenditure	11919	02406002	530520		530 OPERATING EXPENDITURES		5109999902	2,915.41
Expenditure	11920	00276971	580833		580 GRANTS & AIDS		8339999903	218,624.23
Expenditure	11920	00276973	580833		580 GRANTS & AIDS		8339999901	37,262.38
Expenditure	11930	01785699	530480		530 OPERATING EXPENDITURES		4809999901	59,383.44
Expenditure	11930	01785699	530490		530 OPERATING EXPENDITURES		4900103108	51,977.10
Expenditure	11930	01785699	530496		530 OPERATING EXPENDITURES		1049999904	150,859.00
Expenditure	11930	01785699	530510		530 OPERATING EXPENDITURES		5100011001	70,628.10
Expenditure	11930	01785699	530510		530 OPERATING EXPENDITURES		5109999902	2,400.44
Expenditure	11930	01785700	530310		530 OPERATING EXPENDITURES		3100109001	27,125.00
Expenditure	11930	01785700	530310		530 OPERATING EXPENDITURES		3100330002	460,061.04
Expenditure	11930	01785700	530402		530 OPERATING EXPENDITURES		4029999901	40,199.91
Expenditure	11930	01785700	530420		530 OPERATING EXPENDITURES		8111103107	1,342.06
Expenditure	11930	01785700	530490		530 OPERATING EXPENDITURES		4900103108	46,123.89
Expenditure	11930	01785700	530496		530 OPERATING EXPENDITURES		1049999904	70,723.88
Expenditure	11930	01785700	530510		530 OPERATING EXPENDITURES		5109999901	1,060.00
Expenditure	11930	01785700	530520		530 OPERATING EXPENDITURES		5200562001	65,000.00
Expenditure	11930	01785700	580833		580 GRANTS & AIDS		8339999901	149,968.27
Expenditure	11930	01785701	530310		530 OPERATING EXPENDITURES		3100109001	10,500.00
Expenditure	11930	01785701	530310		530 OPERATING EXPENDITURES		3400103054	86,684.42
Expenditure	11930	01785701	530420		530 OPERATING EXPENDITURES		8111103107	5,492.25
Expenditure	11930	01785701	530490		530 OPERATING EXPENDITURES		4900103108	3,063.65
Expenditure	11930	01785701	530490		530 OPERATING EXPENDITURES		5200664002	8,000.00
Expenditure	11930	01785701	530496		530 OPERATING EXPENDITURES		1049999904	27,919.00
Expenditure	11930	01785701	580833		580 GRANTS & AIDS		8339999901	10,481.00
Expenditure	11930	01785968	530310		530 OPERATING EXPENDITURES		3100109001	10,460.00
Expenditure	11930	01785968	530310		530 OPERATING EXPENDITURES		3100330002	205,235.21
Expenditure	11930	01785968	530310		530 OPERATING EXPENDITURES		5200664001	16,134.20

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11930	01785968	530402		530 OPERATING EXPENDITURES		4029999901	12,090.08
Expenditure	11930	01785968	530490		530 OPERATING EXPENDITURES		4900103108	29,654.38
Expenditure	11930	01785968	530490		530 OPERATING EXPENDITURES		5509999912	2,685.00
Expenditure	11930	01785968	530496		530 OPERATING EXPENDITURES		1049999904	93,867.54
Expenditure	11930	01785968	530510		530 OPERATING EXPENDITURES		5109999901	500.00
Expenditure	11930	02418003	530340		530 OPERATING EXPENDITURES		3409999902	100,000.00
Expenditure	11930	02418003	530460		530 OPERATING EXPENDITURES		4600109001	187,440.00
Expenditure	11930	02518003	530310		530 OPERATING EXPENDITURES		3100380001	12,115.81
Expenditure	11930	02518003	530340		530 OPERATING EXPENDITURES		3400191801	1,500.00
Expenditure	11930	02518003	530340		530 OPERATING EXPENDITURES		3400191802	36,535.52
Expenditure	11930	02518003	530340		530 OPERATING EXPENDITURES		3400191803	16,250.00
Expenditure	11930	02518003	530490		530 OPERATING EXPENDITURES		4900103108	1,094.19
Expenditure	11930	02518003	530496		530 OPERATING EXPENDITURES		1049999904	77,133.48
Expenditure	11931	00277015	580833		580 GRANTS & AIDS		8339999901	11,460.17
Expenditure	11932	02201013	530480		530 OPERATING EXPENDITURES		4800556001	287.14
Expenditure	11932	02301023	530480		530 OPERATING EXPENDITURES		3100110503	11,228.06
Expenditure	11932	02301023	530480		530 OPERATING EXPENDITURES		4809999901	7,577.53
Expenditure	11932	02501010	530480		530 OPERATING EXPENDITURES		3100110503	15,000.00
Expenditure	11933	02007155	530490		530 OPERATING EXPENDITURES		4900774303	32,878.80
Expenditure	11933	02007155	560650	00001	560 CAPITAL OUTLAY		6509999901	341,745.00
Expenditure	11933	02007158	530490		530 OPERATING EXPENDITURES		4900774303	158,927.62
Expenditure	11933	02007158	560650	00001	560 CAPITAL OUTLAY		6509999901	2,606,869.91
Expenditure	11933	02007158	560680	00001	560 CAPITAL OUTLAY		6809999901	192,353.65
Expenditure	11933	02307092	530490		530 OPERATING EXPENDITURES		4900774303	3,117.85
Expenditure	11933	02307093	530490		530 OPERATING EXPENDITURES		4900774303	3,039.90
Expenditure	11933	10024001	530490		530 OPERATING EXPENDITURES		4900774303	9,983.31
Expenditure	11933	10024001	530499		530 OPERATING EXPENDITURES		4999999901	13,969.50
Expenditure	11933	10024001	580833		580 GRANTS & AIDS		8339999902	13,138.12
Expenditure	11933	10025001	530340		530 OPERATING EXPENDITURES		3409999912	29,616.00
Expenditure	11933	10025001	530490		530 OPERATING EXPENDITURES		4900774303	27,302.91
Expenditure	11933	10025001	530499		530 OPERATING EXPENDITURES		4999999901	21,051.75
Expenditure	11933	10025001	560610	00001	560 CAPITAL OUTLAY		6109999901	498,000.00
Expenditure	11933	10025003	530340		530 OPERATING EXPENDITURES		3409999912	48,543.00
Expenditure	11933	10025003	530490		530 OPERATING EXPENDITURES		4900561009	65,205.03
Expenditure	11933	10025003	530499		530 OPERATING EXPENDITURES		4999999901	62,314.50
Expenditure	11933	10025003	560610	00001	560 CAPITAL OUTLAY		6109999901	1,197,750.00
Expenditure	11940	02509031	530340		530 OPERATING EXPENDITURES		6500438018	2,000,000.00
Expenditure	11940	02509031	530490		530 OPERATING EXPENDITURES		4900878303	222,222.22
Expenditure	40110	02408044	560650	00001	560 CAPITAL OUTLAY		6509999901	1,000,000.00
Expenditure	40110	02408045	530310		530 OPERATING EXPENDITURES		3104010801	544,026.89
Expenditure	40110	02408045	530310		530 OPERATING EXPENDITURES		3104010802	50,000.00
Expenditure	40110	02408045	560610	00001	560 CAPITAL OUTLAY		6109999901	200,000.00
Expenditure	40110	02408045	560650	00001	560 CAPITAL OUTLAY		6509999901	9,150,000.00
Expenditure	40110	02408045	560651	00001	560 CAPITAL OUTLAY		6514010801	100,000.00

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11942	02505033	560642	00001	560 CAPITAL OUTLAY		6429999901	272,500.00
Expenditure	11942	02505034	560642	00001	560 CAPITAL OUTLAY		6429999901	22,380.00
Expenditure	12023	06672223	580833		580 GRANTS & AIDS		8339999903	1,752,439.81
Expenditure	12024	06672324	580833		580 GRANTS & AIDS		8339999903	4,673,648.13
Expenditure	12025	06672425	580833		580 GRANTS & AIDS		8339999903	3,801,082.67
Expenditure	12026	06672526	530440		530 OPERATING EXPENDITURES		4409999901	21,000.00
Expenditure	12026	06672526	530496		530 OPERATING EXPENDITURES		1049999904	332,017.10
Expenditure	12026	06672526	580833		580 GRANTS & AIDS		8339999901	3,453,103.97
Expenditure	12303	02406005	530490		530 OPERATING EXPENDITURES		4900693001	232,588.71
Expenditure	12303	02406005	530490		530 OPERATING EXPENDITURES		5290561004	3,298.60
Expenditure	12303	02406005	530496		530 OPERATING EXPENDITURES		1049999904	100,000.00
Expenditure	12304	02406007	580833		580 GRANTS & AIDS		8339999903	257,900.00
Expenditure	12500	00310002	560650	00001	560 CAPITAL OUTLAY		6509999901	324,641.00
Expenditure	12500	02101022	530520		530 OPERATING EXPENDITURES		5209999902	109,012.50
Expenditure	12500	02101024	530520		530 OPERATING EXPENDITURES		5209999902	10,618.12
Expenditure	12500	02201020	530520		530 OPERATING EXPENDITURES		5209999902	184,640.00
Expenditure	12500	02301017	530460		530 OPERATING EXPENDITURES		4609999905	64,515.00
Expenditure	12500	02401010	530522		530 OPERATING EXPENDITURES		5220557252	150,000.00
Expenditure	12500	02401011	530460		530 OPERATING EXPENDITURES		4600557251	178,615.21
Expenditure	12500	02410005	530520		530 OPERATING EXPENDITURES		5209999902	50,000.00
Expenditure	12500	02510027	560646	00001	560 CAPITAL OUTLAY		6469999901	190,000.00
Expenditure	12500	02510029	560646	00001	560 CAPITAL OUTLAY		6469999901	150,000.00
Expenditure	12601	02107101	560652	00001	560 CAPITAL OUTLAY		6529999901	7,847.45
Expenditure	12601	02107101	560680	00001	560 CAPITAL OUTLAY		6809999901	4,204.95
Expenditure	12602	02307080	560650	00001	560 CAPITAL OUTLAY		6509999901	1,012,622.38
Expenditure	12603	02001728	560650	00001	560 CAPITAL OUTLAY		6509999901	6,761.46
Expenditure	12606	02307081	560650	00001	560 CAPITAL OUTLAY		6509999901	825,982.90
Expenditure	12606	02507059	560680	00001	560 CAPITAL OUTLAY		6809999901	3,197.03
Expenditure	12606	02507067	560650	00001	560 CAPITAL OUTLAY		6509999901	248,397.80
Expenditure	12606	02507067	560652	00001	560 CAPITAL OUTLAY		6529999901	54,446.58
Expenditure	12606	02507067	560680	00001	560 CAPITAL OUTLAY		6809999901	10,000.00
Expenditure	12608	02407112	560610	00001	560 CAPITAL OUTLAY		6109999901	288,536.37
Expenditure	12608	02407112	560680	00001	560 CAPITAL OUTLAY		6809999901	1,482,187.35
Expenditure	12608	02507072	560650	00001	560 CAPITAL OUTLAY		6509999901	1,485,331.70
Expenditure	12801	02005021	560650	00001	560 CAPITAL OUTLAY		6509999901	6,382.06
Expenditure	12801	02505032	560642	00001	560 CAPITAL OUTLAY		6429999901	575,000.00
Expenditure	13100	02501003	530521		530 OPERATING EXPENDITURES		5210105601	1,920.84
Expenditure	16000	01918002	560610	00001	560 CAPITAL OUTLAY		6109999901	28,284.43
Expenditure	16000	02118003	530460		530 OPERATING EXPENDITURES		46009999901	19,165.96
Expenditure	16000	02218002	560646	00001	560 CAPITAL OUTLAY		6460103021	75,000.00
Expenditure	16000	02218002	560646	00001	560 CAPITAL OUTLAY		6469999901	25,000.00
Expenditure	16000	02218006	530460		530 OPERATING EXPENDITURES		4600105626	92,075.52
Expenditure	16000	02418004	530460		530 OPERATING EXPENDITURES		4609999905	6,900.27
Expenditure	32100	00182340	560650	00001	560 CAPITAL OUTLAY		6509999901	20,568.99

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	32100	00234695	560650	00001	560 CAPITAL OUTLAY		6509999901	234,318.24
Expenditure	32100	02404064	560680	00001	560 CAPITAL OUTLAY		6809999901	22,063.87
Expenditure	32200	00045205	560650	00001	560 CAPITAL OUTLAY		6509999901	74,274.67
Expenditure	32300	02107085	560650	00001	560 CAPITAL OUTLAY		6509999901	729,358.69
Expenditure	32300	02107086	560650	00001	560 CAPITAL OUTLAY		6509999001	8,589,300.00
Expenditure	32300	02107086	560650	00001	560 CAPITAL OUTLAY		6509999901	90,555,782.79
Expenditure	32300	02107087	560650	00001	560 CAPITAL OUTLAY		6509999901	9,985.14
Expenditure	32300	02107088	560650	00001	560 CAPITAL OUTLAY		6509999901	667,128.72
Expenditure	40100	00006607	530310		530 OPERATING EXPENDITURES		3109999902	311,138.56
Expenditure	40100	00006629	530521		530 OPERATING EXPENDITURES		6429999901	17.90
Expenditure	40100	00006629	560642	00001	560 CAPITAL OUTLAY		6429999901	10,000.00
Expenditure	40100	00007086	530460		530 OPERATING EXPENDITURES		4600775023	78,818.24
Expenditure	40100	01900002	560642	00001	560 CAPITAL OUTLAY		6429999901	67,500.00
Expenditure	40100	02008001	530310		530 OPERATING EXPENDITURES		3109999901	75,000.00
Expenditure	40100	02008001	560650	00001	560 CAPITAL OUTLAY		6509999901	50,000.00
Expenditure	40100	02208001	560646	00001	560 CAPITAL OUTLAY		6469999901	197,500.00
Expenditure	40100	02308001	530310		530 OPERATING EXPENDITURES		3109999901	150,775.69
Expenditure	40100	02308002	530466		530 OPERATING EXPENDITURES			236,633.77
Expenditure	40100	02308002	560646	00001	560 CAPITAL OUTLAY		6469999901	826,732.46
Expenditure	40100	02308020	560642	00001	560 CAPITAL OUTLAY		6429999901	50,000.00
Expenditure	40100	02308021	560646	00001	560 CAPITAL OUTLAY		6469999901	57,780.00
Expenditure	40100	02408005	560646	00001	560 CAPITAL OUTLAY		6469999901	500,000.00
Expenditure	40100	02408006	530522		530 OPERATING EXPENDITURES		5229999909	20,675.14
Expenditure	40100	02408008	560650	00001	560 CAPITAL OUTLAY		6500878021	86,687.10
Expenditure	40100	02408010	560650	00001	560 CAPITAL OUTLAY		6509999901	135,353.95
Expenditure	40100	02408019	530460		530 OPERATING EXPENDITURES		4600878104	50,560.00
Expenditure	40100	02408026	560642	00001	560 CAPITAL OUTLAY		6429999901	206,945.00
Expenditure	40100	02508004	560642	00001	560 CAPITAL OUTLAY		6429999901	120,000.00
Expenditure	40100	02508006	560642	00001	560 CAPITAL OUTLAY		6429999901	500,000.00
Expenditure	40100	02508007	560642	00001	560 CAPITAL OUTLAY		6429999901	254,157.00
Expenditure	40100	02508008	560642	00001	560 CAPITAL OUTLAY		6429999901	1,014,425.00
Expenditure	40100	02508009	560642	00001	560 CAPITAL OUTLAY		6429999901	107,200.00
Expenditure	40100	02508010	560642	00001	560 CAPITAL OUTLAY		6429999901	107,200.00
Expenditure	40100	02508011	560642	00001	560 CAPITAL OUTLAY		6429999901	150,000.00
Expenditure	40100	02508012	560642	00001	560 CAPITAL OUTLAY		6429999901	150,000.00
Expenditure	40100	02508013	560642	00001	560 CAPITAL OUTLAY		6429999901	79,500.00
Expenditure	40100	02508014	560642	00001	560 CAPITAL OUTLAY		6429999901	79,500.00
Expenditure	40100	02508015	560642	00001	560 CAPITAL OUTLAY		6429999901	79,500.00
Expenditure	40100	02508016	560642	00001	560 CAPITAL OUTLAY		6429999901	1,166,900.00
Expenditure	40100	02508017	560642	00001	560 CAPITAL OUTLAY		6429999901	600,000.00
Expenditure	40100	02508018	560642	00001	560 CAPITAL OUTLAY		6429999901	600,000.00
Expenditure	40100	02508021	560642	00001	560 CAPITAL OUTLAY		6429999901	68,000.00
Expenditure	40100	02508034	530460		530 OPERATING EXPENDITURES		46009999901	40,000.00
Expenditure	40100	02508035	530460		530 OPERATING EXPENDITURES		46009999901	10,000.00

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	40100	02508038	560646	00001	560 CAPITAL OUTLAY		6469999901	400,000.00
Expenditure	40100	02508039	530410		530 OPERATING EXPENDITURES		4100878301	100,000.00
Expenditure	40100	02508040	560646	00001	560 CAPITAL OUTLAY		6469999901	75,000.00
Expenditure	40100	02508042	560642	00001	560 CAPITAL OUTLAY		6429999901	41,000.00
Expenditure	40100	02508055	530340		530 OPERATING EXPENDITURES		3400878106	140,671.07
Expenditure	40102	02408042	560650	00001	560 CAPITAL OUTLAY		6509999901	332,386.47
Expenditure	40102	02508067	560650	00001	560 CAPITAL OUTLAY		6509999901	600,000.00
Expenditure	40103	02508068	560650	00001	560 CAPITAL OUTLAY		6509999901	600,000.00
Expenditure	40103	02508069	560650	00001	560 CAPITAL OUTLAY		6509999901	1,100,000.00
Expenditure	40108	00021716	560650	00001	560 CAPITAL OUTLAY		6509999901	50,100.81
Expenditure	40108	00021717	560650	00001	560 CAPITAL OUTLAY		6509999901	100,000.00
Expenditure	40108	00040302	560650	00001	560 CAPITAL OUTLAY		6509999901	534,006.92
Expenditure	40108	00056606	530310		530 OPERATING EXPENDITURES		3100380001	26,390.65
Expenditure	40108	00056606	560650	00001	560 CAPITAL OUTLAY		6509999901	293,333.29
Expenditure	40108	00064582	560650	00001	560 CAPITAL OUTLAY		6509999901	500,000.00
Expenditure	40108	00064590	560650	00001	560 CAPITAL OUTLAY		6509999901	686,926.87
Expenditure	40108	00065234	560650	00001	560 CAPITAL OUTLAY		6509999901	2,478,869.47
Expenditure	40108	00065236	560650	00001	560 CAPITAL OUTLAY		6509999901	980,708.82
Expenditure	40108	00065237	560650	00001	560 CAPITAL OUTLAY		6509999901	805,828.95
Expenditure	40108	00065239	560650	00001	560 CAPITAL OUTLAY		6509999901	3,093,143.99
Expenditure	40108	00065284	560650	00001	560 CAPITAL OUTLAY		6509999901	421,865.87
Expenditure	40108	00065285	560650	00001	560 CAPITAL OUTLAY		6509999901	2,530,001.42
Expenditure	40108	00082924	530310		530 OPERATING EXPENDITURES		3109999901	17,139.97
Expenditure	40108	00082924	560650	00001	560 CAPITAL OUTLAY		6509999901	6,397,980.87
Expenditure	40108	00083116	560650	00001	560 CAPITAL OUTLAY		6509999901	984,939.98
Expenditure	40108	00178304	530310		530 OPERATING EXPENDITURES		3109999902	103,009.88
Expenditure	40108	00178304	560650	00001	560 CAPITAL OUTLAY		6509999901	19,017.98
Expenditure	40108	00178304	560690	00001	560 CAPITAL OUTLAY		6909999901	15,752.91
Expenditure	40108	00178312	560650	00001	560 CAPITAL OUTLAY		6509999901	255,563.66
Expenditure	40108	00178313	560650	00001	560 CAPITAL OUTLAY		6509999901	15,725.31
Expenditure	40108	00181605	560650	00001	560 CAPITAL OUTLAY		6509999901	453,683.03
Expenditure	40108	00195209	560650	00001	560 CAPITAL OUTLAY		6509999901	3,620,682.35
Expenditure	40108	00201103	530310		530 OPERATING EXPENDITURES		3109999901	55,104.60
Expenditure	40108	00216426	530310		530 OPERATING EXPENDITURES		3109999901	1,322,330.76
Expenditure	40108	00216426	560650	00001	560 CAPITAL OUTLAY		6509999901	7,588,630.00
Expenditure	40108	00216732	560650	00001	560 CAPITAL OUTLAY		6509999901	793,238.06
Expenditure	40108	00227416	560650	00001	560 CAPITAL OUTLAY		6509999901	4,412,167.81
Expenditure	40108	00227420	560642	00001	560 CAPITAL OUTLAY		6429999901	963,497.53
Expenditure	40108	00243505	560650	00001	560 CAPITAL OUTLAY		6509999901	192,644.93
Expenditure	40108	00243506	560650	00001	560 CAPITAL OUTLAY		6509999901	200,000.00
Expenditure	40108	00243509	560650	00001	560 CAPITAL OUTLAY		6509999901	412,364.41
Expenditure	40108	00255203	530310		530 OPERATING EXPENDITURES		3109999901	525,510.49
Expenditure	40108	00283004	530310		530 OPERATING EXPENDITURES		3100380001	116,621.60
Expenditure	40108	00283005	560650	00001	560 CAPITAL OUTLAY		6509999901	3,753,809.73

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Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	40108	00283006	530522		530 OPERATING EXPENDITURES		5221405061	117,613.99
Expenditure	40108	00283006	560650	00001	560 CAPITAL OUTLAY		6509999901	1,577,698.71
Expenditure	40108	00283009	530310		530 OPERATING EXPENDITURES		3109999901	134,800.00
Expenditure	40108	00283009	530340		530 OPERATING EXPENDITURES		3409999902	25,000.00
Expenditure	40108	02108044	530310		530 OPERATING EXPENDITURES		3100380001	408,616.01
Expenditure	40108	02108055	560650	00001	560 CAPITAL OUTLAY		6509999901	1,358,171.67
Expenditure	40108	02108059	560650	00001	560 CAPITAL OUTLAY		6509999901	254,528.02
Expenditure	40108	02208023	530310		530 OPERATING EXPENDITURES		3109999902	174,248.56
Expenditure	40108	02208023	560650	00001	560 CAPITAL OUTLAY		6509999901	100,000.00
Expenditure	40108	02208026	530310		530 OPERATING EXPENDITURES		3109999901	14,170.00
Expenditure	40108	02208026	560650	00001	560 CAPITAL OUTLAY		6509999901	1,728,382.40
Expenditure	40108	02208027	560650	00001	560 CAPITAL OUTLAY		6509999901	2,391,129.46
Expenditure	40108	02208029	560650	00001	560 CAPITAL OUTLAY		6509999901	1,970,965.28
Expenditure	40108	02208032	530310		530 OPERATING EXPENDITURES		3109999902	75,000.00
Expenditure	40108	02208037	560650	00001	560 CAPITAL OUTLAY		6509999901	103,526.22
Expenditure	40108	02208039	530310		530 OPERATING EXPENDITURES		3109999902	69,006.76
Expenditure	40108	02308022	530310		530 OPERATING EXPENDITURES		3109999901	27,434.57
Expenditure	40108	02308022	560650	00001	560 CAPITAL OUTLAY		6509999901	199,254.38
Expenditure	40108	02308023	560650	00001	560 CAPITAL OUTLAY		6509999901	1,542,191.36
Expenditure	40108	02308024	560650	00001	560 CAPITAL OUTLAY		6509999901	2,653,515.78
Expenditure	40108	02308026	560650	00001	560 CAPITAL OUTLAY		6509999901	333,695.70
Expenditure	40108	02308027	560650	00001	560 CAPITAL OUTLAY		6509999901	1,262,884.67
Expenditure	40108	02308030	530310		530 OPERATING EXPENDITURES		3104010801	571,906.41
Expenditure	40108	02308030	530310		530 OPERATING EXPENDITURES		3104010802	3,517.51
Expenditure	40108	02308030	560610	00001	560 CAPITAL OUTLAY		6109999901	200,000.00
Expenditure	40108	02308030	560650	00001	560 CAPITAL OUTLAY		6509999901	8,150,000.00
Expenditure	40108	02308030	560651	00001	560 CAPITAL OUTLAY		6514010801	100,000.00
Expenditure	40108	02408027	560650	00001	560 CAPITAL OUTLAY		6509999901	7,200,000.00
Expenditure	40108	02408029	560650	00001	560 CAPITAL OUTLAY		6509999901	414,132.60
Expenditure	40108	02408029	560680	00001	560 CAPITAL OUTLAY		6809999901	1,729,825.60
Expenditure	40108	02408031	560650	00001	560 CAPITAL OUTLAY		6509999901	13,538.56
Expenditure	40108	02408032	560650	00001	560 CAPITAL OUTLAY		6509999901	115,813.70
Expenditure	40108	02408033	560650	00001	560 CAPITAL OUTLAY		6509999901	1,703,972.93
Expenditure	40108	02408041	560650	00001	560 CAPITAL OUTLAY		6509999901	346,990.12
Expenditure	40108	02508058	560650	00001	560 CAPITAL OUTLAY		6509999901	2,100,000.00
Expenditure	40108	02508059	560650	00001	560 CAPITAL OUTLAY		6509999901	750,000.00
Expenditure	40108	02508060	560650	00001	560 CAPITAL OUTLAY		6509999901	103,417.50
Expenditure	40108	02508061	560650	00001	560 CAPITAL OUTLAY		6509999901	342,494.66
Expenditure	40108	02508062	560650	00001	560 CAPITAL OUTLAY		6509999901	350,000.00
Expenditure	40108	02508063	560650	00001	560 CAPITAL OUTLAY		6509999901	350,000.00
Expenditure	40108	02508064	560650	00001	560 CAPITAL OUTLAY		6509999901	361,531.15
Expenditure	40108	02508065	560650	00001	560 CAPITAL OUTLAY		6509999901	250,000.00
Expenditure	40108	02508066	560650	00001	560 CAPITAL OUTLAY		6509999901	100,000.00
Expenditure	40108	02508070	530310		530 OPERATING EXPENDITURES		3109999902	585,226.22

2026-R-

BUDGET AMENDMENT REQUEST

BAR# 26-008

Continued

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	40108	02508070	560650	00001	560 CAPITAL OUTLAY		6509999901	1,779.70
Expenditure	40108	02508071	530310		530 OPERATING EXPENDITURES		3109999902	912,400.93
Expenditure	40110	02508073	530310		530 OPERATING EXPENDITURES		3100106306	20,000.00
Expenditure	40110	02508073	530499		530 OPERATING EXPENDITURES		4999999901	6,701,012.79
Expenditure	40110	02508074	530310		530 OPERATING EXPENDITURES		3109999902	777,563.33
Expenditure	40110	02508076	530310		530 OPERATING EXPENDITURES		3109999902	456,264.20
Expenditure	40201	00006200	530310		530 OPERATING EXPENDITURES		3100380001	35,000.00
Expenditure	40201	00007088	530460		530 OPERATING EXPENDITURES		46009999901	19,207.79
Expenditure	40201	00216108	530310		530 OPERATING EXPENDITURES		3100879201	21,744.87
Expenditure	40201	00216108	530310		530 OPERATING EXPENDITURES		3109999901	20,710.03
Expenditure	40201	00244516	560650	00001	560 CAPITAL OUTLAY		6509999901	260,476.38
Expenditure	40201	00244517	530460		530 OPERATING EXPENDITURES		4600879203	200.00
Expenditure	40201	00244517	560650	00001	560 CAPITAL OUTLAY		6509999901	232,730.70
Expenditure	40201	00244520	560650	00001	560 CAPITAL OUTLAY		6509999901	74,019.14
Expenditure	40201	00244604	530310		530 OPERATING EXPENDITURES		3109999901	40,928.43
Expenditure	40201	00244604	560650	00001	560 CAPITAL OUTLAY		6509999901	1,481,362.66
Expenditure	40201	00281204	530310		530 OPERATING EXPENDITURES		3109999901	24,775.21
Expenditure	40201	00281204	560650	00001	560 CAPITAL OUTLAY		6509999901	102,666.91
Expenditure	40201	02109016	560642	00001	560 CAPITAL OUTLAY		6429999901	386,120.00
Expenditure	40201	02109024	560642	00001	560 CAPITAL OUTLAY		6429999901	60,000.00
Expenditure	40201	02109027	530460		530 OPERATING EXPENDITURES		4609999905	92,070.90
Expenditure	40201	02109027	560650	00001	560 CAPITAL OUTLAY		6509999901	110,000.00
Expenditure	40201	02109027	560680	00001	560 CAPITAL OUTLAY		6809999901	4,518.08
Expenditure	40201	02109034	560650	00001	560 CAPITAL OUTLAY		6509999901	2,200,000.00
Expenditure	40201	02309009	560646	00001	560 CAPITAL OUTLAY		6469999901	750,000.00
Expenditure	40201	02309018	560650	00001	560 CAPITAL OUTLAY		6509999901	1,365,918.07
Expenditure	40201	02309023	560642	00001	560 CAPITAL OUTLAY		6429999901	39,638.00
Expenditure	40201	02309028	560642	00001	560 CAPITAL OUTLAY		6429999901	181,806.00
Expenditure	40201	02409002	560642	00001	560 CAPITAL OUTLAY		6429999901	47,488.21
Expenditure	40201	02509008	560642	00001	560 CAPITAL OUTLAY		6429999901	10,194.00
Expenditure	40201	02509011	560642	00001	560 CAPITAL OUTLAY		6429999901	115,500.00
Expenditure	40201	02509012	560642	00001	560 CAPITAL OUTLAY		6429999901	115,500.00
Expenditure	40201	02509013	560642	00001	560 CAPITAL OUTLAY		6429999901	115,500.00
Expenditure	40201	02509024	560642	00001	560 CAPITAL OUTLAY		6429999901	148,000.00
Expenditure	40201	02509026	560642	00001	560 CAPITAL OUTLAY		6429999901	63,511.82
Expenditure	40201	02509029	560642	00001	560 CAPITAL OUTLAY		6429999901	250,000.00
Expenditure	40201	02509030	560642	00001	560 CAPITAL OUTLAY		6429999901	200,000.00
Expenditure	40201	02512041	560642	00001	560 CAPITAL OUTLAY		6429999901	20,000.00
Expenditure	40301	02304054	530460		530 OPERATING EXPENDITURES		4609999905	37,500.00
Expenditure	40301	02404066	560650	00001	560 CAPITAL OUTLAY		6509999901	233,810.00
Expenditure	50100	02018001	560646	00001	560 CAPITAL OUTLAY		6469999901	21,695.63
Expenditure	50200	02018002	560646	00001	560 CAPITAL OUTLAY		6469999901	21,695.62
Expenditure	50300	00006600	530521		530 OPERATING EXPENDITURES		5200561502	13,384.52
Expenditure	50300	00006659	530520		530 OPERATING EXPENDITURES		5209999902	36,200.92

2026-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 26-008

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	50300	02301016	530490		530 OPERATING EXPENDITURES		4909999902	150,000.00
Expenditure	50300	02301018	560650	00001	560 CAPITAL OUTLAY		6509999901	50,000.00
Expenditure	60303	00044210	530499		530 OPERATING EXPENDITURES		4999999901	1,673.87
Expenditure	60304	00006655	530499		530 OPERATING EXPENDITURES		4999999901	103,718.62
Expenditure	60304	02510012	530520		530 OPERATING EXPENDITURES		5209999901	21,752.37
Expenditure	60304	02510034	560630	00001	560 CAPITAL OUTLAY		6309999901	8,255.37
Expenditure	60304	02510034	560642	00001	560 CAPITAL OUTLAY			5,051.00
Expenditure								
							Expenditure Sub-Total	480,238,780.33
Reserve	00100	999901	599994		599 RESERVES		9949999901	8,647,651.26
Reserve	10400	999904	599998		599 RESERVES		9989999901	1,000,000.00
Reserve	11580	999980	599994		599 RESERVES		9949999901	4,100,000.00
Reserve	12500	999925	599994		599 RESERVES		9949999901	500,000.00
Reserve	12607	999937	599994		599 RESERVES		9949999901	900,000.00
Reserve	12608	999938	599994		599 RESERVES		9949999901	800,000.00
Reserve	15100	999951	599998		599 RESERVES		9989999901	3,000,000.00
Reserve	40100	999903	599998		599 RESERVES		9989999901	14,000,000.00
Reserve	40108	999928	599994		599 RESERVES		9949999901	2,000,000.00
Reserve	50200	999922	599998		599 RESERVES		9989999901	1,500,000.00
Reserve								
							Reserve Sub-Total	36,447,651.26
							Total Uses	**516,686,431.59**

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0050

Title:

Approval of At-Large Board Appointment

Division:

Board of County Commissioners

Background:

Board/Committee	Name	Term
Committee on Aging	Rose Feliu (Senior Initiatives)	1/1/26 - 12/31/28
SCTID	Duncan Wall	1/1/25 - 12/31/26

Requested Action:

Staff requests the Board approve the at-large Board Appointment as presented.

SEMINOLE COUNTY

APPOINTMENT INFORMATION FORM

Please type or print the application in black ink and mail to
Chairman, Board of County Commissioners
County Services Building
1101 East First Street
Sanford, FL 32771

NOTE: A resume or separate sheet with additional information may be included with the application. Please note that you are responsible for updating information on this form. Please call or write the County Commission Office to advise of any changes.

DATE: 10/15/2025

NAME: FELIU ROSARIO (ROSE)
(Last) (First) (Middle)

ADDRESS: Home: 596 REMINGTON OAK RD LAKE MARY FL. 32746
Office: 2801 S FINANCILA COURT SANFORD FL. 32773

PHONE: Home: 3865075950 Office: 4073338877 X 114 Cell: 3865075950

EMAIL: FELIUFOUR@YAHOO.COM

EMPLOYER: MEALS ON WHEELS ETC.

POSITION: EHEAP/WAP COODINATOR **HOW LONG:** 14 YEARS

EDUCATION: School Degree(s)
High School MARK KEPPEL CALIFORNIA
College GLEDALE COMMUNITY COLLEGE CALIFORNIA

If you currently or have ever held a professional or business license or certificate, please provide the title, issue date and issuing authority. If any disciplinary action has been taken, please state the type and date of the action taken:

N/A

Please list the Boards or Committees on which you would prefer to be considered for appointment:

Do you wish to be considered for other Boards? Yes ( ) No (X)

Please state your experience and interests that you feel would qualify you as a candidate for appointment to the Board/Committee(s):

Worked in Domestic Violence shelter, worked with seniors

Florida law requires that members of certain boards file a detailed financial disclosure form. Would you be willing to serve on such a board? Yes (X) No ( )

Are you a resident of Seminole County? Yes (X) No ( )
Are you a registered voter? Yes (X) No ( )

Do you own property in Seminole County? Yes ( ) No (x)
Have you attended Seminole County's Citizens' Academy? Yes ( ) No (x)
Have you ever served on a County Board? Yes ( ) No ( )
If yes, when and which board(s)? _____ x

Seminole County strives to ensure that all County Boards are representative of the community. To assist in this endeavor, please check the applicable boxes:

Ethnicity: African American ( ) Caucasian [non-Hispanic] ( ) Hispanic (x) Other ( )

Gender: Female (x) Male ( )

Date of Birth: 10x27/1948

REFERENCES:

Name	Address	Phone
Michele Feliu	536 Remington Oak Lake Mary 32746	4074154626

The Appointment Information Form, when completed and filed with the County Commission Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and therefore is open to public inspection by any person.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

ROSE Feliu

Signature

CLOSE WINDOW

From: Seminole
To: Drager, Dominique
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Tuesday, December 16, 2025 9:00:29 AM

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM
A new response was submitted on 16 December 2025, 09:00 AM.

First Name	Duncan
Last Name	Wall
Middle Name	
Email Address	duncanw@lbaproperties.com
Cell Phone Number	407-416-5589
Are you a Registered Voter?	Yes
Home Address	2664 Reagan Trail
Home Address cont'd	
City	Lake Mary
State	FL
Zip Code	32746
Mailing Address	2664 Reagan Trail
Mailing Address cont'd	
City	Lake Mary
State	FL
Zip Code	32746
Interest #1	Tourist Development Council
Interest #2	Tourist Development Council

Interest #3	Tourist Development Council
Are you of Hispanic origin?	No
Gender	Male
Disabled?	No
Race	Caucasian (non-Hispanic)
Place of Employment	LBA Hospitality
Job Title	Regional Director of Sales
School Name:	University of Central Florida
Degree Received	Hospitality Management
Name	Kristen Oswald
Email	tpsaltamonte@lbaproperties.com
Phone Number	321-316-3111
Relationship	Colleague
Name	
Email	
Phone Number	
Relationship	
Name	
Email	
Phone Number	
Relationship	
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	I work along side Kristen Oswald in supporting the sales efforts for the TownePlace Suites Altamonte Springs, as well as the Hampton Inn Altamonte Springs. Would love to be considered for the TID board as Seminole County continues to grow and grasp a foot hold on the sports market.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
captcha error	0

View response

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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0039

Title:

Approval of Regional Board Appointment

Division:

Board of County Commissioners

Background:

Board/Committee	Name	Term
Greater Orlando Sports Commission Board	Danny Trossett, Tourism Division Manager	10/1/2025 - 9/30/2028

Requested Action:

Staff requests the Board approve the Regional Board Appointment as presented.

From: Seminole
To: Drager, Dominique
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Tuesday, January 6, 2026 10:04:44 AM

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM
A new response was submitted on 06 January 2026, 10:04 AM.

First Name	Daniel
Last Name	Trosset
Middle Name	Clifford
Email Address	dtrosset@seminolecountyfl.gov
Cell Phone Number	407-919-8923
Are you a Registered Voter?	Yes
Home Address	3450 East Lake Mary Boulevard
Home Address cont'd	
City	Sanford
State	FL
Zip Code	32773
Mailing Address	3450 East Lake Mary Boulevard
Mailing Address cont'd	
City	Sanford
State	FL
Zip Code	32773
Interest #1	Tourist Development Council
Interest #2	

Interest #3	
Are you of Hispanic origin?	No
Gender	Male
Disabled?	No
Race	Caucasian (non-Hispanic)
Place of Employment	Seminole County Government
Job Title	Tourism Division Manager
School Name:	Flagler College
Degree Received	BA Business Administration, Sports Management
Name	Gui Cunha
Email	gcunha@seminolecountyfl.gov
Phone Number	407-665-2901
Relationship	Department Director
Name	Lisa Goldman
Email	lisa@sports4thekids.org
Phone Number	321-229-5846
Relationship	Friend, Board Member
Name	Mike Trosset
Email	michael.trosset@wells.build
Phone Number	254-266-0526
Relationship	Brother
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	Danny Trosset is the Tourism Division Manager for Seminole County. He was born and raised in Orlando, Florida and has been with Seminole County since 2008, previously serving as the Executive Director of Tourism and the Director of Sports Tourism before taking on his current role as the Tourism Division Manager for Seminole County. As the Tourism Division Manager, Danny oversees the sports tourism efforts for Seminole County to maximize economic impact generated by sports tournaments and events. Last year under Danny's leadership, the Seminole County sports tourism team hosted over 90 different sporting events that generated over 64 million dollars in economic impact for Seminole County. Danny has been instrumental in growing and expanding the County's sports tourism initiatives by developing strategic partnerships with various event organizations including the Greater Orlando Sports Commission that bring a substantial economic impact to Seminole County. Danny is married to his wife Amanda, and they have three children.

	Outside of bringing in sports tournaments and spending time with his family, Danny also runs a non-profit organization called Sports 4 The Kids whose mission is to provide financially disadvantaged youth throughout Central Florida with the opportunity to participate in local sports programs. Danny strongly believes that every kid should have the opportunity to participate in sports. Since the organization was founded Danny and his team has helped provide over 2,000 kids with sports scholarships and sports equipment so they can participate in local sports programs.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that Florida law requires members of certain boards file a detailed financial disclosure form.
captcha error	0

View response

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SPORTS MARKETING AND BUSINESS DEVELOPMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of September, 2023, by and between **THE CENTRAL FLORIDA SPORTS COMMISSION, INC. d/b/a GREATER ORLANDO SPORTS COMMISSION**, duly authorized to conduct business in the State of Florida, whose address is 400 West Church Street, Suite 205, Orlando, Florida 32801, hereinafter called "GO SPORTS", 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 called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY wishes to retain the services of a consultant to provide sports marketing and business development for the sports venues in Seminole County; and

WHEREAS, GO SPORTS furnishes sports marketing and sports event development services to Orange, Lake, and Osceola Counties in the Central Florida area and desires to provide its services to COUNTY according to the terms and conditions stated herein; and

WHEREAS, due to the nature of the services being provided in this Agreement and the long-standing relationship COUNTY has maintained with GO SPORTS, COUNTY deems it to be in the best interest of the citizens of Seminole County to waive the procurement process pursuant to Section 220.6, Seminole County Code, for the acquisition of sports marketing and sports business development services.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and GO SPORTS agree as follows:

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/27/2023 15:00:35 -04:00
eCertified Id: 52C1-4EID-53B1
Page 1 of 26

Section 1. Services. COUNTY does hereby retain GO SPORTS to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A.

Section 2. Compensation. COUNTY agrees to compensate GO SPORTS for the professional services called for in this Agreement as follows: for every fiscal year during the term of this Agreement, an annual retainer fee of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), subject to adjustment in the form of incentive payments, as more particularly described in Exhibit A, attached.

Section 3. Payment and Invoicing Procedures.

(a) Upon GO SPORTS's submission of an invoice to COUNTY, no earlier than October 1 of each fiscal year, COUNTY shall, upon review and approval of the invoice in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay GO SPORTS an amount not to exceed the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), an amount representing the retainer fee for the current fiscal year (October 1 to September 30). The retainer fee shall be paid in full within thirty (30) days upon the COUNTY's review and approval of the invoice.

(b) GO SPORTS may submit an invoice to COUNTY and documentation demonstrating compliance with the Room Night Goal and the Room Night Incentive as set forth in Exhibit A, with said invoice to be submitted no earlier than January 1 within the then current fiscal year. Said documentation shall include certified room night pick up forms verifying the paid room nights for sports events acquired through the development efforts of GO SPORTS, plus any additional confirmation documents or information required by COUNTY. COUNTY shall, after independent review, verification, and approval of said documentation, pay GO SPORTS an amount consistent

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 52C1-4EID-53B1
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with the verified Room Night Incentive which is TEN AND 00/100 DOLLARS ($10.00) for every room night generated over 10,000 rooms not to exceed $50,000.00 for each fiscal year.

(c) For the purposes of the invoicing as described above, substantial compliance with the Room Night Goal and the Room Night Incentive as described in Exhibit A shall be demonstrated through an event summary analysis of room night generation for the fiscal year to date and COUNTY's independent verification that room nights claimed were actually achieved for the locations and events claimed.

(d) For all invoices, the original and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

Two (2) copies of the invoice shall be sent to:

Seminole County Tourism Development Division
1515 International Parkway, Suite 1013
Lake Mary, Florida 32746

Section 4. Maintenance and Audit of Records.

(a) GO SPORTS shall during the term of this Agreement keep and maintain all records, books, documents, papers, accounting records and all other evidence pertaining to its duties and responsibilities pursuant to this Agreement which, in the judgment of COUNTY, may be deemed necessary to the evaluation and verification of GO SPORTS's compliance with the terms of this Agreement. All such evidence and records shall be retained by GO SPORTS and made readily available to COUNTY during the term of this Agreement and for five (5) years after the date of final payment under the terms of this Agreement. If any litigation, claim or audit is commenced prior to expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/27/2023 15:00:35 -04:00
eCertified Id: 52C1-4EID-53B1
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(b) GO SPORTS's "records, books, documents, papers, accounting records and other evidence" as referred to in this Agreement shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in COUNTY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document; and shall include hard copy, as well as computer readable data, written policies and procedures, time sheets, payroll registers, cancelled checks, subcontract files, proposals of successful and unsuccessful bidders, bid recaps, original estimates, estimating worksheets, correspondence, back-charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other GO SPORTS records which may have a bearing on matters of interest to COUNTY in connection with GO SPORTS's dealings with COUNTY (all foregoing hereinafter referred to as "records and documents") to the extent necessary to adequately permit evaluation and verification of:

(1) GO SPORTS's compliance with this Agreement's requirements;

(2) Compliance with COUNTY business ethics; or

(3) Compliance with applicable Florida Statutes and COUNTY ordinances and regulations.

(c) COUNTY, through its authorized agents, which includes the Seminole County Clerk, shall have the right to audit, inspect and copy any records, documents or evidence of GO SPORTS, as deemed necessary by COUNTY, to verify compliance with the terms of this Agreement. Said actions by COUNTY may take place as often as COUNTY deems necessary at any time during the

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Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/27/2023 15:00:35 -04:00
eCertified Id: 52C1-4EID-53B1
Page 4 of 26

term of this Agreement and for a period of five (5) years after final payment is made pursuant to the terms of this Agreement. COUNTY or any of its authorized representatives shall have access to GO SPORTS's books, records, documents or any other evidence no later than forty-eight (48) hours after notice is given to GO SPORTS that access is needed.

(d) GO SPORTS shall require all payees receiving from GO SPORTS any funds provided hereunder to comply with subsection (c) above by including said requirements in any contract between GO SPORTS and payees. Such requirements include a flow-down right of audit provisions in contracts with payees. GO SPORTS shall cooperate fully and cause all aforementioned parties and all of GO SPORTS's payees to cooperate fully in furnishing or in making available to COUNTY from time to time whenever requested in an expeditious manner any and all records and documents.

(e) COUNTY, during the term of this Agreement and for five (5) years after the final payment, shall have the right to obtain a copy of and/or otherwise inspect any audit made at the direction of GO SPORTS concerning the records and documents herein described. Records and documents shall be made accessible at GO SPORTS's local place of business. If the records are unavailable locally, deemed to be Orange and Seminole Counties, GO SPORTS shall be responsible for ensuring that required records are provided at GO SPORTS's expense, including payment of travel and maintenance costs incurred by COUNTY's authorized representatives to access records not maintained locally. The direct expenses of copying records, excluding any overhead cost, shall be at COUNTY's expense.

(f) COUNTY shall conduct such inspection and audit activities during normal business hours. COUNTY, in pursuit of these activities, shall be granted reasonable access to GO SPORTS's offices and facilities, shall be given adequate space by GO SPORTS to conduct these activities, and shall be permitted to interview all current and former employees of GO SPORTS to discuss all matters

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Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/27/2023 15:00:35 -04:00
eCertified Id: 52C1-4EID-53B1
Page 5 of 26

pertinent to GO SPORTS's performance obligations and compliance with the terms of this Agreement.

(g) The provisions of this Section and the obligations hereunder shall survive the termination of this Agreement.

Section 7. Representation on GO SPORTS's Board of Directors. At its discretion, COUNTY may designate an individual to represent Seminole County on the Central Florida Sports Commission Board of Directors as a fully entitled voting member to be voted on and approved by GO SPORTS's Board of Directors, subject to GO SPORTS's bylaws. The representative established through this provision shall be in addition to the current seat on the GO SPORTS's Board of Directors designated as representing Seminole County. In accordance with GO SPORTS's bylaws, the proposed individuals may not be elected officials.

Section 8. Marketing Material. GO SPORTS will include Seminole County as an event/activity co-sponsor and/or host on all bids and marketing materials relating to Seminole County. Additionally, GO SPORTS will make available to COUNTY any photos or videos GO SPORTS takes of events funded, in whole or in part, through the Seminole County Tourism Development Tax, with all releases as may be necessary to permit COUNTY to use said photos or videos in COUNTY marketing or advertising campaigns. Any marketing materials intended to promote Seminole County facilities must be approved by COUNTY prior to publishing or distribution.

Section 9. Term. This Agreement shall take effect on October 1, 2023, and shall remain in effect for five (5) consecutive years.

Section 10. Termination.

(a) COUNTY may, by written notice to GO SPORTS, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of GO

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SPORTS to fulfill GO SPORTS's Agreement obligations. Upon receipt of such notice, GO SPORTS shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, summaries, and such other information and materials as may have been accumulated by GO SPORTS in performing this Agreement, whether completed or in process.

(b) If the termination is due to the failure of GO SPORTS to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, GO SPORTS shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. GO SPORTS 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 GO SPORTS. 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 embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of GO SPORTS.

(c) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 11. Equal Opportunity Employment. GO SPORTS agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race,

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color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 12. No Contingent Fees. GO SPORTS warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for GO SPORTS to solicit or secure this Agreement and that GO SPORTS has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for GO SPORTS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

Section 14. Subcontractors. In the event GO SPORTS, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, GO SPORTS must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, GO SPORTS shall remain fully responsible for the services of contractors or other professional associates.

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Section 15. Indemnification of COUNTY. GO SPORTS agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by GO SPORTS whether caused by GO SPORTS or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

Section 16. Insurance.

(a) General. GO SPORTS, 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 Program Manager with the Resource Management Department.

(1) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by GO SPORTS will relieve GO SPORTS of its full responsibility for liability, damages, and accidents.

(2) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by GO SPORTS 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 GO SPORTS.

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

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(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 GO SPORTS or any other party.

(b) General Requirements.

(1) GO SPORTS 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 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, GO SPORTS shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certification of Insurance shall have this Agreement title clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, upon request of the COUNTY, GO SPORTS 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

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of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(4) 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 GO SPORTS.

(5) 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.

(6) 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 GO SPORTS as their interests may appear.

(7) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(8) Coverage: The insurance provided by GO SPORTS 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 GO SPORTS.

(9) 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,

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officers, and employees. This Waiver of Subrogation requires a signed, executed contract prior to the date of loss.

(10) Provision: Commercial General Liability and Umbrella Liability Policies 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 Department of Insurance of the State of Florida 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 (2022), 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 (2022), 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 (2022), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then GO SPORTS shall immediately notify COUNTY as soon as GO SPORTS has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different

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insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, GO SPORTS will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of GO SPORTS, GO SPORTS, at GO SPORTS's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Agreement. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by GO SPORTS 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) GO SPORTS's insurance must cover GO SPORTS 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

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other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by GO SPORTS shall be:

$500,000.00 (Each Accident)
500,000.00 (Disease-Policy Limit)
$500,000.00 (Disease-Each Employee)

(D) If GO SPORTS asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2022), as this statute may be amended from time to time, GO SPORTS 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 GO SPORTS, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) GO SPORTS's insurance must cover GO SPORTS 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.

(B) The minimum limits to be maintained by GO SPORTS shall be:

General Aggregate	Two Times (2x) Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

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(C) ISO Endorsement CG 20 10 or CG 20 26 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) GO SPORTS's insurance must cover GO SPORTS 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 GO SPORTS does not own automobiles, GO SPORTS 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.

Section 17. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement within the dispute resolution procedures set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

(b) GO SPORTS agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which GO SPORTS had knowledge and failed to present during COUNTY dispute resolution procedures.

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(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 18. Representative of COUNTY and GO SPORTS.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by GO SPORTS, shall designate in writing and shall advise GO SPORTS in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) GO SPORTS shall at all times during the normal work week designate or appoint one or more representatives of GO SPORTS who are authorized to act on behalf of GO SPORTS regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

Section 19. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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Section 20. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 21. Independent Contractor.

(a) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting GO SPORTS, including its officers, employees and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. GO SPORTS is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

(b) It is specifically understood between the parties that any GO SPORTS employees dedicated to or doing work regarding Seminole County sports marketing and sports business development, as described in Exhibit A, shall for all purposes remain the employees of GO SPORTS and will not be considered employees of COUNTY for any purpose, nor will they be eligible for or entitled to any of the benefits of COUNTY employees.

Section 22. Employee Status. Persons employed by GO SPORTS 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.

Section 23. Services Not Provided For. No claim for services furnished by GO SPORTS not specifically provided for herein shall be honored by COUNTY.

Section 24. Public Records Law.

(a) GO SPORTS acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to

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

(b) GO SPORTS specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as this statute may be amended from time to time, with regard public records and shall perform the following:

(1) GO SPORTS shall 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) GO SPORTS shall 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, as this statute may be amended from time to time, or as otherwise provided by law; and

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

(c) Upon termination of this Agreement, GO SPORTS shall transfer, at no cost to COUNTY, all public records in possession of GO SPORTS, or keep and maintain public records required by COUNTY under this Agreement. If GO SPORTS transfers all public records to

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COUNTY upon completion of this Agreement, GO SPORTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GO SPORTS keeps and maintains the public records upon completion of this Agreement, GO SPORTS shall 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.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to GO SPORTS. GO SPORTS may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes, as this statute may be amended from time to time.

(e) **IF GO SPORTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GO SPORTS's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, GO SPORTS MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY SPORTS TOURISM MANAGER, 1055 AAA DRIVE, HEATHROW, FLORIDA 32746 AT 407-665-2902, DTROSSET@SEMINOLECOUNTYFL.GOV.**

Section 25. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this

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Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County Tourism Development Division
1515 International Parkway, Suite 1013
Lake Mary, Florida 32746

For GO SPORTS:

The Greater Orlando Sports Commission
400 West Church Street, Suite 205
Orlando, Florida 32801

Section 26. Document Precedence. This Agreement represents the full and complete understanding and agreement between the parties. In the event of conflict between the language contained in the body of this Agreement and the language contained in Exhibit A or any successor thereto, the language contained in the body of this Agreement shall take precedence and prevail.

Section 27. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

Section 28. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, GO SPORTS shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. All tourist tax revenues shall only be used as authorized by Section 125.0104, Florida Statutes. Any use of tourist tax revenues not expressly authorized by said statute are prohibited. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to GO SPORTS.

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Section 29. Conflict of Interest.

(a) GO SPORTS agrees that it will not 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 violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) GO SPORTS hereby certifies that no official, agent, or employee of COUNTY has any material interest (defined in Section 112.312(15), Florida Statutes, as over 5 percent of the total assets or capital stock of the business entity) either directly or indirectly, in the business of GO SPORTS 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, GO SPORTS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 30. Prior Agreements. All prior agreements for the provision of services entered into by the parties, including that Agreement entered into on October 13, 2020, are hereby terminated effective September 30, 2023, at 11:59 p.m.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

Secretary
(CORPORATE SEAL)

THE CENTRAL FLORIDA SPORTS COMMISSION, INC.

By: _____
JASON SIEGEL, CEO
Date: September 19, 2023

ROBERTA C. SCOTT
MY COMMISSION # HH 020461
EXPIRES: July 25, 2024
Bonded Thru Notary Public Underwriters

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman
Date: 9/26/23

For the use and reliance
Seminole County only.

As authorized for execution by the Board of County Commissioners at its 9/26, 2023, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A – Scope of Services

DTE\sfa
09/14/2023
T:\Users\Legal Secretary CSB\Tourism\2023\Sports Mktg Bus Dev Agmt (GOSports) Sept 2023.docx

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EXHIBIT A

CENTRAL FLORIDA SPORTS COMMISSION d/b/a GREATER ORLANDO SPORTS COMMISSION "GO Sports"
SEMINOLE COUNTY GOVERNMENT
SPORTS MARKETING AND BUSINESS DEVELOPMENT AGREEMENT
SCOPE OF SERVICES AND PERFORMANCE
WORK STATEMENT

I. COMPENSATION:

Annual Retainer	$100,000
Annual Room Night Goal	10,000 Seminole County Rooms
Incentive	$10.00 for every room night generated above 10,000 rooms not to exceed $50,000 per year
Total Annual Contract	$100,000 annual base retainer + Incentive

$100,000 annual retainer designated for continued level of service provided by securing events designated in subsection 4A below, maintaining relationships with sports organizations designated in subsection 4A below, and developing new relationships and event opportunities on behalf of Seminole County with the goal of producing 10,000 hotel rooms annually for Seminole County. Greater Orlando Sports Commission (GO Sports) may earn an additional incentive in the amount of $10.00 for every Seminole County room night generated above 10,000 rooms for each fiscal year; the additional incentive shall not exceed $50,000 per fiscal year. GO Sports may request an increase to the annual retainer within this agreement if overperformance of room nights is clearly demonstrated by GO Sports within any given year of this agreement. Further, it is understood that an increase to the annual base retainer would be reflective and proportionate to an increase in the room night base goal and would have to be mutually agreed upon by the County and GO Sports prior to the start of the next fiscal year.

In addition to Seminole County hotel room nights, verified Airbnb, VRBO, HomeAway and all other short-term vacation rental room rights in Seminole County from GO Sports events shall be included in GO Sports's final room night reconciliation for each year of the agreement. Surveys will be utilized by GO Sports and verified receipts shall be provided to the County when verifying short term vacation rental room nights. Seminole County and GO Sports shall work cooperatively to mutually agree upon how short-term rentals will be counted as room nights in Seminole County and may use methodologies based on comparable hotel room usage. GO Sports may also receive credit for verified room nights booked in Seminole County from regional events brought in and

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hosted outside of the County such as NCAA events, World Cup, Champions Cup, etc. These regional events that generate room nights in Seminole County can be counted towards the GO Sports annual room night goal if the room nights can be tracked and verified.

II. SCOPE OF SERVICES:

The scope of services the Greater Orlando Sports Commission (GO Sports) will provide Seminole County (County) with respect to sports tourism business development is as follows:

1. Go Sports shall meet with designated County staff on a monthly basis to discuss and review GO Sports's efforts to pursue state, national, and international sports events, conventions, and sports- related businesses for the purpose of assisting the County in developing programs and promotions that will increase the tourist development tax collection in Seminole County. In addition, these meetings will serve as an opportunity for GO Sports and the Seminole County Director of Sports Tourism (a/k/aOrlando North Seminole County Sports) to coordinate all event marketing and bid details and to review all logistics and details of event delivery to include facility and operational requirements as described within bid proposals. This would also include meetings prior to and following each event with representatives from Seminole County Sports and Leisure Services to review logistics and specific deliverables associated with the event.

2. Go Sports shall secure private funding, both cash and in-kind, to support GO Sports's regional efforts to include Seminole County sports events. GO Sports shall apply for Florida Sports Foundation (FSF) grants on behalf of the County for select events annually if the County meets the appropriate application deadlines. County shall provide applications within 30 days of FSF deadlines, along with post report documents within 60 days of the conclusion of the events. These events must meet thresholds set by FSF.

3. Go Sports shall prepare and submit bids to local, regional, national, and international organizations in the markets listed below in 4A.

4. A. Go Sports shall solicit event organizers and secure events within the following markets for Seminole County venues:
   - **Professional:** Meetings, training, camps, and clinics
   - **Collegiate:** NCAA, NAIA, JUCO, Collegiate Conference Championships, Collegiate Team Trainings and Collegiate Club Championships/Trainings. The County has existing collegiate events and relationships with Seminole State and UCF, and these events and relationships shall continue to be managed by the County.
   - **High School:** FHSAA
   - **Club:** Excluding softball and baseball. Professional, Collegiate, National Governing Bodies (or International Governing Bodies of Sport) or FHSAA high school events that require local club affiliation to support the event would be the responsibility of GO Sports (a/k/a the Central Florida Sports Commission, Inc.). All other adult or youth events that require local club support would be the responsibility of the County unless previously approved by the County.
   - **GO Sports created:** Excluding softball and baseball.
   - **E-Sports:** Professional, collegiate, amateur, youth, adult, and high school.

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- **Governing Bodies of Sports:** Events directly tied to official US Governing Bodies of Sports for regional and national tournaments and official International Governing Bodies of Sports for international team trainings and tournaments that are directly affiliated with those governing bodies.

B. If any new sports event approaches GO Sports for use of Seminole County venues, with exception to the markets listed above in 4A, GO Sports shall turn over the lead to Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) for fulfillment. If a new sports event within the markets listed above in 4A approaches Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports), the lead shall be turned over to GO Sports for fulfillment. If a GO Sports managed event contracted at another Seminole County venue requires overflow into Boombah Soldiers Creek or Boombah Sports Complex, GO Sports is to fulfill and manage the event.

C. Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) will continue to focus on all other youth sports business development not listed above in 4A. GO Sports will not solicit youth baseball and softball event organizers or any market outside of the specific markets identified above in 4A.

5. Assist sports organizations that wish to hold events in Seminole County to obtain tourist development tax funding for the promotion and advertising of the event in the markets listed above in 4A. GO Sports, however, is not the sole conduit through which these sports organizations may apply for said funds.

6. Assist sports organizations with housing needs, providing event organizers with GO Sports's resources for sourcing housing options at no cost to the event organizer in the markets listed above in 4A. Only room nights generated in Seminole County will be counted towards the Room Night Incentive.

7. Provide event management for specific events that GO Sports contracts at various venues located within Seminole County.

8. Include and showcase Seminole County (a/k/a Orlando North, Seminole County Sports), its facilities, and its relevant resources in all marketing, promotional, and informational efforts at national conferences and tradeshows at GO Sports's expense.

9. Provide a bi-monthly report to the Director of Sports Tourism for Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports), along with a report to the Seminole County Tourist Development Council for each Tourist Development Council meeting, documenting GO Sports's efforts to secure sports events for Seminole County. In addition, at the request of Seminole County, GO Sports will provide a briefing of contract details between GO Sports and any entity concerning use of any County owned venues to the Seminole County Director of Sports Tourism (a/k/afor Orlando North Seminole County Sports).

10. Assist Seminole County, as necessary, in its efforts to upgrade and build public sports venues.

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11. When appropriate, solicit state, national, and international sports related businesses to relocate to Seminole County and assist such businesses in their relocation efforts.

12. Submit to the County, in addition to reports previously mentioned, an annual audit and such other reports and documentation as may be requested from time to time by the Seminole County Tourism Development Director.

13. Include Seminole County as an event/activity co-sponsor and/or host on all GO Sports bids for Seminole County venues. In addition, GO Sports will include Seminole County in its international, national and regional marketing efforts to include, but not limited to, the following: social media posts, website, newsletters, press conferences, stakeholders meetings, tradeshow materials and community-based functions. GO Sports will also make available to Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) any photos of events that have been taken by GO Sports for possible use in Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) marketing materials. Any printed materials that pertain to the marketing of Seminole County facilities must be approved by Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) prior to the printing.

14. Collaborate with Seminole County to organize and execute familiarization tours, potentially in conjunction with other regional tourism partners, to promote and highlight Seminole County sports venues, hotels, attractions, restaurants, and shopping outlets.

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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0057

Title:

Approval of the District 3 Board Appointments

Division:

Board of County Commissioners

Background:

Board/Committee	Name	Term
Parks & Preservation Advisory Committee	Gary Scarboro	1/1/26 - 12/31/27
Parks & Preservation Advisory Committee	George Diaz	1/1/26 - 12/31/27

Requested Action:

Staff requests the Board approve the District 3 Board Appointments as presented.

From: Seminole
To: Drager, Dominique
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Wednesday, December 17, 2025 9:01:59 PM

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM
A new response was submitted on 17 December 2025, 09:01 PM.

First Name	Gary
Last Name	Scarboro
Middle Name	
Email Address	garyscarboro1@gmail.com
Cell Phone Number	407-366-4444
Are you a Registered Voter?	Yes
Home Address	435 N Lake Jessup Ave
Home Address cont'd	
City	OVIEDO
State	FL
Zip Code	32765
Mailing Address	435 N Lake Jessup Ave
Mailing Address cont'd	
City	OVIEDO
State	FL
Zip Code	32765
Interest #1	Parks and Preservation Advisory Committee
Interest #2	Acquisition and Restoration Committee

Interest #3	Planning and Zoning Commission
Are you of Hispanic origin?	No
Gender	Male
Disabled?	No
Race	Caucasian (non-Hispanic)
Place of Employment	Association Management
Job Title	CEO/Executive Director
School Name:	University of South Florida
Degree Received	BA - Sociology & Geography
Name	Elizabeth Haddad
Email	betsy.haddad@gmail.com
Phone Number	407-366-4444
Relationship	Former spouse/Co-parent
Name	Harry Heist
Email	harry@evict.com
Phone Number	
Relationship	Friend/Professional Colleague
Name	Julie Hoffmeyer
Email	julieh@bravobusiness.net
Phone Number	
Relationship	Professional Accountant
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	As a lifelong Florida resident and 33-year resident of Oviedo, I have seen many changes. As a lifelong public servant, I've affected many changes. My service includes terms with Hillsborough County Planning Commission, Seminole County Natural Lands Selection Committee, Seminole County Industrial Development Authority, and as CEO or board member for several nonprofits and not-for-profits.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
captcha error	0

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From: Seminole
To: Drager, Dominique
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Tuesday, January 6, 2026 11:15:21 AM

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM
A new response was submitted on 06 January 2026, 11:15 AM.

First Name	George
Last Name	Diaz
Middle Name	
Email Address	gdiaz1819@gmail.com
Cell Phone Number	321-356-8855
Are you a Registered Voter?	Yes
Home Address	560 Northbridge Drive
Home Address cont'd	
City	Altamonte Springs
State	Florida
Zip Code	32714
Mailing Address	560 Northbridge Drive
Mailing Address cont'd	
City	Altamonte Springs
State	Florida
Zip Code	32714
Interest #1	Parks and Preservation Advisory Committee
Interest #2	

Interest #3	
Are you of Hispanic origin?	Yes
Gender	Male
Disabled?	No
Race	Hispanic
Place of Employment	Home
Job Title	Freelance writer
School Name:	University of Florida
Degree Received	Bachelor's of Science
Name	Fred Schott
Email	fredschottesq@gmail.com
Phone Number	407-491-9125
Relationship	Friend
Name	Bill Segal
Email	Billysefal@gmail.com
Phone Number	407-925-3083
Relationship	Friend
Name	Mike Griffin
Email	Talgriff@a0l.com
Phone Number	407-491-2844
Relationship	Former supervisor at workplace (Orlando Sentinel)
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	I have a deep appreciation for parks and nature and the aesthetic qualities they bring to a community. They must be preserved, as well as expanded if possible, to achieve a balance between nature and the encroachment from inevitable growth in the county.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0037

Title:

Approval of District 4 Board Appointment

Division:

Board of County Commissioners

Background:

Board/Committee	Name	Term
Tourist Development Council	Josh Gunderson	1/1/26 - 12/31/29

Requested Action:

Staff requests the Board approve the District 4 Board Appointment as presented.

From: Seminole
To: Drager, Dominique
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Monday, December 29, 2025 2:41:52 PM

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM
A new response was submitted on 29 December 2025, 02:41 PM.

First Name	Josh
Last Name	Gunderson
Middle Name	
Email Address	jgunderson@myoviedomall.com
Cell Phone Number	978-270-6845
Are you a Registered Voter?	Yes
Home Address	2156 Sipes Ave
Home Address cont'd	
City	Sanford
State	FL
Zip Code	32771
Mailing Address	2156 Sipes Ave
Mailing Address cont'd	
City	Sanford
State	FL
Zip Code	32771
Interest #1	Tourist Development Council
Interest #2	

Interest #3	
Are you of Hispanic origin?	
Gender	
Disabled?	
Race	
Place of Employment	Oviedo Mall
Job Title	Director of Marketing & Events
School Name:	Salem State University
Degree Received	BA English
Name	Gui Cunha
Email	gcunha@seminolecountyfl.gov
Phone Number	407-665-2901
Relationship	Tourism Partner
Name	
Email	
Phone Number	
Relationship	
Name	
Email	
Phone Number	
Relationship	
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	Through Oviedo Mall, I have worked closely with the tourism team to help bring events and foot traffic through the county. Have served on the TDC.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0038

Title:

Approval of District 5 Board Appointment

Division:

Board of County Commissioners

Background:

Board/Committee	Name	Term
SCTID	Jonathan Constantino	1/1/25 - 12/31/28

Requested Action:

Staff requests the Board approve the District 5 Board Appointment as presented.

From: Seminole
To: Drager, Dominique
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Tuesday, December 30, 2025 2:01:16 PM

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM
A new response was submitted on 30 December 2025, 02:01 PM.

First Name	Jonathan
Last Name	Constantino
Middle Name	
Email Address	jonathan.constantino@westinlakemary.com
Cell Phone Number	407-403-4125
Are you a Registered Voter?	Yes
Home Address	110 Oakley ct
Home Address cont'd	
City	Longwood
State	Florida
Zip Code	32779
Mailing Address	110 Oakley ct
Mailing Address cont'd	
City	Longwood
State	Florida
Zip Code	32779
Interest #1	Seminole County Tourism Improvement District Advisory Board
Interest #2	

Interest #3	
Are you of Hispanic origin?	No
Gender	Male
Disabled?	No
Race	Caucasian (non-Hispanic)
Place of Employment	The Westin Lake Mary
Job Title	General Manager
School Name:	Seminole State
Degree Received	AS fire science
Name	Elaine Powell
Email	MCOWL@yedla.net
Phone Number	205-229-8101
Relationship	Vice President Of Operations Yedla Management
Name	
Email	
Phone Number	
Relationship	
Name	
Email	
Phone Number	
Relationship	
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	I am the General Manager of The Westin Lake Mary, located in Seminole County, and I have lived in Seminole County my entire life. I have over 10 years of experience in the hospitality industry within the county, giving me a strong understanding of local businesses, tourism, and community needs. In my role, I lead teams, manage operations, and work closely with local partners, vendors, and organizations, which has strengthened my skills in collaboration, problem-solving, and community engagement. I am passionate about giving back to the community that has shaped both my personal and professional life and believe my local roots, leadership experience, and commitment to service would allow me to contribute meaningfully to the board.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
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SPORTS MARKETING AND BUSINESS DEVELOPMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of September, 2023, by and between **THE CENTRAL FLORIDA SPORTS COMMISSION, INC. d/b/a GREATER ORLANDO SPORTS COMMISSION**, duly authorized to conduct business in the State of Florida, whose address is 400 West Church Street, Suite 205, Orlando, Florida 32801, hereinafter called "GO SPORTS", 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 called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY wishes to retain the services of a consultant to provide sports marketing and business development for the sports venues in Seminole County; and

WHEREAS, GO SPORTS furnishes sports marketing and sports event development services to Orange, Lake, and Osceola Counties in the Central Florida area and desires to provide its services to COUNTY according to the terms and conditions stated herein; and

WHEREAS, due to the nature of the services being provided in this Agreement and the long-standing relationship COUNTY has maintained with GO SPORTS, COUNTY deems it to be in the best interest of the citizens of Seminole County to waive the procurement process pursuant to Section 220.6, Seminole County Code, for the acquisition of sports marketing and sports business development services.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and GO SPORTS agree as follows:

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Section 1. Services. COUNTY does hereby retain GO SPORTS to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A.

Section 2. Compensation. COUNTY agrees to compensate GO SPORTS for the professional services called for in this Agreement as follows: for every fiscal year during the term of this Agreement, an annual retainer fee of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), subject to adjustment in the form of incentive payments, as more particularly described in Exhibit A, attached.

Section 3. Payment and Invoicing Procedures.

(a) Upon GO SPORTS's submission of an invoice to COUNTY, no earlier than October 1 of each fiscal year, COUNTY shall, upon review and approval of the invoice in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay GO SPORTS an amount not to exceed the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), an amount representing the retainer fee for the current fiscal year (October 1 to September 30). The retainer fee shall be paid in full within thirty (30) days upon the COUNTY's review and approval of the invoice.

(b) GO SPORTS may submit an invoice to COUNTY and documentation demonstrating compliance with the Room Night Goal and the Room Night Incentive as set forth in Exhibit A, with said invoice to be submitted no earlier than January 1 within the then current fiscal year. Said documentation shall include certified room night pick up forms verifying the paid room nights for sports events acquired through the development efforts of GO SPORTS, plus any additional confirmation documents or information required by COUNTY. COUNTY shall, after independent review, verification, and approval of said documentation, pay GO SPORTS an amount consistent

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with the verified Room Night Incentive which is TEN AND 00/100 DOLLARS ($10.00) for every room night generated over 10,000 rooms not to exceed $50,000.00 for each fiscal year.

(c) For the purposes of the invoicing as described above, substantial compliance with the Room Night Goal and the Room Night Incentive as described in Exhibit A shall be demonstrated through an event summary analysis of room night generation for the fiscal year to date and COUNTY's independent verification that room nights claimed were actually achieved for the locations and events claimed.

(d) For all invoices, the original and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

Two (2) copies of the invoice shall be sent to:

Seminole County Tourism Development Division
1515 International Parkway, Suite 1013
Lake Mary, Florida 32746

Section 4. Maintenance and Audit of Records.

(a) GO SPORTS shall during the term of this Agreement keep and maintain all records, books, documents, papers, accounting records and all other evidence pertaining to its duties and responsibilities pursuant to this Agreement which, in the judgment of COUNTY, may be deemed necessary to the evaluation and verification of GO SPORTS's compliance with the terms of this Agreement. All such evidence and records shall be retained by GO SPORTS and made readily available to COUNTY during the term of this Agreement and for five (5) years after the date of final payment under the terms of this Agreement. If any litigation, claim or audit is commenced prior to expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

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(b) GO SPORTS's "records, books, documents, papers, accounting records and other evidence" as referred to in this Agreement shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in COUNTY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document; and shall include hard copy, as well as computer readable data, written policies and procedures, time sheets, payroll registers, cancelled checks, subcontract files, proposals of successful and unsuccessful bidders, bid recaps, original estimates, estimating worksheets, correspondence, back-charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other GO SPORTS records which may have a bearing on matters of interest to COUNTY in connection with GO SPORTS's dealings with COUNTY (all foregoing hereinafter referred to as "records and documents") to the extent necessary to adequately permit evaluation and verification of:

(1) GO SPORTS's compliance with this Agreement's requirements;

(2) Compliance with COUNTY business ethics; or

(3) Compliance with applicable Florida Statutes and COUNTY ordinances and regulations.

(c) COUNTY, through its authorized agents, which includes the Seminole County Clerk, shall have the right to audit, inspect and copy any records, documents or evidence of GO SPORTS, as deemed necessary by COUNTY, to verify compliance with the terms of this Agreement. Said actions by COUNTY may take place as often as COUNTY deems necessary at any time during the

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term of this Agreement and for a period of five (5) years after final payment is made pursuant to the terms of this Agreement. COUNTY or any of its authorized representatives shall have access to GO SPORTS's books, records, documents or any other evidence no later than forty-eight (48) hours after notice is given to GO SPORTS that access is needed.

(d) GO SPORTS shall require all payees receiving from GO SPORTS any funds provided hereunder to comply with subsection (c) above by including said requirements in any contract between GO SPORTS and payees. Such requirements include a flow-down right of audit provisions in contracts with payees. GO SPORTS shall cooperate fully and cause all aforementioned parties and all of GO SPORTS's payees to cooperate fully in furnishing or in making available to COUNTY from time to time whenever requested in an expeditious manner any and all records and documents.

(e) COUNTY, during the term of this Agreement and for five (5) years after the final payment, shall have the right to obtain a copy of and/or otherwise inspect any audit made at the direction of GO SPORTS concerning the records and documents herein described. Records and documents shall be made accessible at GO SPORTS's local place of business. If the records are unavailable locally, deemed to be Orange and Seminole Counties, GO SPORTS shall be responsible for ensuring that required records are provided at GO SPORTS's expense, including payment of travel and maintenance costs incurred by COUNTY's authorized representatives to access records not maintained locally. The direct expenses of copying records, excluding any overhead cost, shall be at COUNTY's expense.

(f) COUNTY shall conduct such inspection and audit activities during normal business hours. COUNTY, in pursuit of these activities, shall be granted reasonable access to GO SPORTS's offices and facilities, shall be given adequate space by GO SPORTS to conduct these activities, and shall be permitted to interview all current and former employees of GO SPORTS to discuss all matters

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pertinent to GO SPORTS's performance obligations and compliance with the terms of this Agreement.

(g) The provisions of this Section and the obligations hereunder shall survive the termination of this Agreement.

Section 7. Representation on GO SPORTS's Board of Directors. At its discretion, COUNTY may designate an individual to represent Seminole County on the Central Florida Sports Commission Board of Directors as a fully entitled voting member to be voted on and approved by GO SPORTS's Board of Directors, subject to GO SPORTS's bylaws. The representative established through this provision shall be in addition to the current seat on the GO SPORTS's Board of Directors designated as representing Seminole County. In accordance with GO SPORTS's bylaws, the proposed individuals may not be elected officials.

Section 8. Marketing Material. GO SPORTS will include Seminole County as an event/activity co-sponsor and/or host on all bids and marketing materials relating to Seminole County. Additionally, GO SPORTS will make available to COUNTY any photos or videos GO SPORTS takes of events funded, in whole or in part, through the Seminole County Tourism Development Tax, with all releases as may be necessary to permit COUNTY to use said photos or videos in COUNTY marketing or advertising campaigns. Any marketing materials intended to promote Seminole County facilities must be approved by COUNTY prior to publishing or distribution.

Section 9. Term. This Agreement shall take effect on October 1, 2023, and shall remain in effect for five (5) consecutive years.

Section 10. Termination.

(a) COUNTY may, by written notice to GO SPORTS, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of GO

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SPORTS to fulfill GO SPORTS's Agreement obligations. Upon receipt of such notice, GO SPORTS shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, summaries, and such other information and materials as may have been accumulated by GO SPORTS in performing this Agreement, whether completed or in process.

(b) If the termination is due to the failure of GO SPORTS to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, GO SPORTS shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. GO SPORTS 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 GO SPORTS. 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 embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of GO SPORTS.

(c) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 11. Equal Opportunity Employment. GO SPORTS agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race,

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color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 12. No Contingent Fees. GO SPORTS warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for GO SPORTS to solicit or secure this Agreement and that GO SPORTS has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for GO SPORTS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

Section 14. Subcontractors. In the event GO SPORTS, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, GO SPORTS must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, GO SPORTS shall remain fully responsible for the services of contractors or other professional associates.

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Section 15. Indemnification of COUNTY. GO SPORTS agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by GO SPORTS whether caused by GO SPORTS or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

Section 16. Insurance.

(a) General. GO SPORTS, 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 Program Manager with the Resource Management Department.

(1) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by GO SPORTS will relieve GO SPORTS of its full responsibility for liability, damages, and accidents.

(2) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by GO SPORTS 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 GO SPORTS.

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

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(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 GO SPORTS or any other party.

(b) General Requirements.

(1) GO SPORTS 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 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, GO SPORTS shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certification of Insurance shall have this Agreement title clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, upon request of the COUNTY, GO SPORTS 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

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of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(4) 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 GO SPORTS.

(5) 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.

(6) 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 GO SPORTS as their interests may appear.

(7) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(8) Coverage: The insurance provided by GO SPORTS 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 GO SPORTS.

(9) 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,

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officers, and employees. This Waiver of Subrogation requires a signed, executed contract prior to the date of loss.

(10) Provision: Commercial General Liability and Umbrella Liability Policies 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 Department of Insurance of the State of Florida 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 (2022), 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 (2022), 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 (2022), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then GO SPORTS shall immediately notify COUNTY as soon as GO SPORTS has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different

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insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, GO SPORTS will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of GO SPORTS, GO SPORTS, at GO SPORTS's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Agreement. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by GO SPORTS 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) GO SPORTS's insurance must cover GO SPORTS 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

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other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by GO SPORTS shall be:

$500,000.00 (Each Accident)
500,000.00 (Disease-Policy Limit)
$500,000.00 (Disease-Each Employee)

(D) If GO SPORTS asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2022), as this statute may be amended from time to time, GO SPORTS 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 GO SPORTS, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) GO SPORTS's insurance must cover GO SPORTS 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.

(B) The minimum limits to be maintained by GO SPORTS shall be:

General Aggregate	Two Times (2x) Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

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(C) ISO Endorsement CG 20 10 or CG 20 26 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) GO SPORTS's insurance must cover GO SPORTS 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 GO SPORTS does not own automobiles, GO SPORTS 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.

Section 17. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement within the dispute resolution procedures set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

(b) GO SPORTS agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which GO SPORTS had knowledge and failed to present during COUNTY dispute resolution procedures.

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(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 18. Representative of COUNTY and GO SPORTS.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by GO SPORTS, shall designate in writing and shall advise GO SPORTS in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) GO SPORTS shall at all times during the normal work week designate or appoint one or more representatives of GO SPORTS who are authorized to act on behalf of GO SPORTS regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

Section 19. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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Section 20. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 21. Independent Contractor.

(a) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting GO SPORTS, including its officers, employees and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. GO SPORTS is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

(b) It is specifically understood between the parties that any GO SPORTS employees dedicated to or doing work regarding Seminole County sports marketing and sports business development, as described in Exhibit A, shall for all purposes remain the employees of GO SPORTS and will not be considered employees of COUNTY for any purpose, nor will they be eligible for or entitled to any of the benefits of COUNTY employees.

Section 22. Employee Status. Persons employed by GO SPORTS 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.

Section 23. Services Not Provided For. No claim for services furnished by GO SPORTS not specifically provided for herein shall be honored by COUNTY.

Section 24. Public Records Law.

(a) GO SPORTS acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to

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

(b) GO SPORTS specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as this statute may be amended from time to time, with regard public records and shall perform the following:

(1) GO SPORTS shall 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) GO SPORTS shall 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, as this statute may be amended from time to time, or as otherwise provided by law; and

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

(c) Upon termination of this Agreement, GO SPORTS shall transfer, at no cost to COUNTY, all public records in possession of GO SPORTS, or keep and maintain public records required by COUNTY under this Agreement. If GO SPORTS transfers all public records to

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COUNTY upon completion of this Agreement, GO SPORTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GO SPORTS keeps and maintains the public records upon completion of this Agreement, GO SPORTS shall 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.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to GO SPORTS. GO SPORTS may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes, as this statute may be amended from time to time.

(e) **IF GO SPORTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GO SPORTS's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, GO SPORTS MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY SPORTS TOURISM MANAGER, 1055 AAA DRIVE, HEATHROW, FLORIDA 32746 AT 407-665-2902, DTROSSET@SEMINOLECOUNTYFL.GOV.**

Section 25. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this

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Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County Tourism Development Division
1515 International Parkway, Suite 1013
Lake Mary, Florida 32746

For GO SPORTS:

The Greater Orlando Sports Commission
400 West Church Street, Suite 205
Orlando, Florida 32801

Section 26. Document Precedence. This Agreement represents the full and complete understanding and agreement between the parties. In the event of conflict between the language contained in the body of this Agreement and the language contained in Exhibit A or any successor thereto, the language contained in the body of this Agreement shall take precedence and prevail.

Section 27. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

Section 28. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, GO SPORTS shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. All tourist tax revenues shall only be used as authorized by Section 125.0104, Florida Statutes. Any use of tourist tax revenues not expressly authorized by said statute are prohibited. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to GO SPORTS.

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Section 29. Conflict of Interest.

(a) GO SPORTS agrees that it will not 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 violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) GO SPORTS hereby certifies that no official, agent, or employee of COUNTY has any material interest (defined in Section 112.312(15), Florida Statutes, as over 5 percent of the total assets or capital stock of the business entity) either directly or indirectly, in the business of GO SPORTS 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, GO SPORTS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 30. Prior Agreements. All prior agreements for the provision of services entered into by the parties, including that Agreement entered into on October 13, 2020, are hereby terminated effective September 30, 2023, at 11:59 p.m.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

Secretary
(CORPORATE SEAL)

THE CENTRAL FLORIDA SPORTS COMMISSION, INC.

By: _____
JASON SIEGEL, CEO
Date: September 19, 2023

ROBERTA C. SCOTT
MY COMMISSION # HH 020461
EXPIRES: July 25, 2024
Bonded Thru Notary Public Underwriters

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman
Date: 9/26/23

For the use and reliance
Seminole County only.

As authorized for execution by the Board of County Commissioners at its 9/26, 2023, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A – Scope of Services

DTE\sfa
09/14/2023
T:\Users\Legal Secretary CSB\Tourism\2023\Sports Mktg Bus Dev Agmt (GOSports) Sept 2023.docx

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EXHIBIT A

CENTRAL FLORIDA SPORTS COMMISSION d/b/a GREATER ORLANDO SPORTS COMMISSION "GO Sports"
SEMINOLE COUNTY GOVERNMENT
SPORTS MARKETING AND BUSINESS DEVELOPMENT AGREEMENT
SCOPE OF SERVICES AND PERFORMANCE
WORK STATEMENT

I. COMPENSATION:

Annual Retainer	$100,000
Annual Room Night Goal	10,000 Seminole County Rooms
Incentive	$10.00 for every room night generated above 10,000 rooms not to exceed $50,000 per year
Total Annual Contract	$100,000 annual base retainer + Incentive

$100,000 annual retainer designated for continued level of service provided by securing events designated in subsection 4A below, maintaining relationships with sports organizations designated in subsection 4A below, and developing new relationships and event opportunities on behalf of Seminole County with the goal of producing 10,000 hotel rooms annually for Seminole County. Greater Orlando Sports Commission (GO Sports) may earn an additional incentive in the amount of $10.00 for every Seminole County room night generated above 10,000 rooms for each fiscal year; the additional incentive shall not exceed $50,000 per fiscal year. GO Sports may request an increase to the annual retainer within this agreement if overperformance of room nights is clearly demonstrated by GO Sports within any given year of this agreement. Further, it is understood that an increase to the annual base retainer would be reflective and proportionate to an increase in the room night base goal and would have to be mutually agreed upon by the County and GO Sports prior to the start of the next fiscal year.

In addition to Seminole County hotel room nights, verified Airbnb, VRBO, HomeAway and all other short-term vacation rental room rights in Seminole County from GO Sports events shall be included in GO Sports's final room night reconciliation for each year of the agreement. Surveys will be utilized by GO Sports and verified receipts shall be provided to the County when verifying short term vacation rental room nights. Seminole County and GO Sports shall work cooperatively to mutually agree upon how short-term rentals will be counted as room nights in Seminole County and may use methodologies based on comparable hotel room usage. GO Sports may also receive credit for verified room nights booked in Seminole County from regional events brought in and

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hosted outside of the County such as NCAA events, World Cup, Champions Cup, etc. These regional events that generate room nights in Seminole County can be counted towards the GO Sports annual room night goal if the room nights can be tracked and verified.

II. SCOPE OF SERVICES:

The scope of services the Greater Orlando Sports Commission (GO Sports) will provide Seminole County (County) with respect to sports tourism business development is as follows:

1. Go Sports shall meet with designated County staff on a monthly basis to discuss and review GO Sports's efforts to pursue state, national, and international sports events, conventions, and sports- related businesses for the purpose of assisting the County in developing programs and promotions that will increase the tourist development tax collection in Seminole County. In addition, these meetings will serve as an opportunity for GO Sports and the Seminole County Director of Sports Tourism (a/k/aOrlando North Seminole County Sports) to coordinate all event marketing and bid details and to review all logistics and details of event delivery to include facility and operational requirements as described within bid proposals. This would also include meetings prior to and following each event with representatives from Seminole County Sports and Leisure Services to review logistics and specific deliverables associated with the event.

2. Go Sports shall secure private funding, both cash and in-kind, to support GO Sports's regional efforts to include Seminole County sports events. GO Sports shall apply for Florida Sports Foundation (FSF) grants on behalf of the County for select events annually if the County meets the appropriate application deadlines. County shall provide applications within 30 days of FSF deadlines, along with post report documents within 60 days of the conclusion of the events. These events must meet thresholds set by FSF.

3. Go Sports shall prepare and submit bids to local, regional, national, and international organizations in the markets listed below in 4A.

4. A. Go Sports shall solicit event organizers and secure events within the following markets for Seminole County venues:
   - **Professional:** Meetings, training, camps, and clinics
   - **Collegiate:** NCAA, NAIA, JUCO, Collegiate Conference Championships, Collegiate Team Trainings and Collegiate Club Championships/Trainings. The County has existing collegiate events and relationships with Seminole State and UCF, and these events and relationships shall continue to be managed by the County.
   - **High School:** FHSAA
   - **Club:** Excluding softball and baseball. Professional, Collegiate, National Governing Bodies (or International Governing Bodies of Sport) or FHSAA high school events that require local club affiliation to support the event would be the responsibility of GO Sports (a/k/a the Central Florida Sports Commission, Inc.). All other adult or youth events that require local club support would be the responsibility of the County unless previously approved by the County.
   - **GO Sports created:** Excluding softball and baseball.
   - **E-Sports:** Professional, collegiate, amateur, youth, adult, and high school.

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- **Governing Bodies of Sports:** Events directly tied to official US Governing Bodies of Sports for regional and national tournaments and official International Governing Bodies of Sports for international team trainings and tournaments that are directly affiliated with those governing bodies.

B. If any new sports event approaches GO Sports for use of Seminole County venues, with exception to the markets listed above in 4A, GO Sports shall turn over the lead to Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) for fulfillment. If a new sports event within the markets listed above in 4A approaches Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports), the lead shall be turned over to GO Sports for fulfillment. If a GO Sports managed event contracted at another Seminole County venue requires overflow into Boombah Soldiers Creek or Boombah Sports Complex, GO Sports is to fulfill and manage the event.

C. Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) will continue to focus on all other youth sports business development not listed above in 4A. GO Sports will not solicit youth baseball and softball event organizers or any market outside of the specific markets identified above in 4A.

5. Assist sports organizations that wish to hold events in Seminole County to obtain tourist development tax funding for the promotion and advertising of the event in the markets listed above in 4A. GO Sports, however, is not the sole conduit through which these sports organizations may apply for said funds.

6. Assist sports organizations with housing needs, providing event organizers with GO Sports's resources for sourcing housing options at no cost to the event organizer in the markets listed above in 4A. Only room nights generated in Seminole County will be counted towards the Room Night Incentive.

7. Provide event management for specific events that GO Sports contracts at various venues located within Seminole County.

8. Include and showcase Seminole County (a/k/a Orlando North, Seminole County Sports), its facilities, and its relevant resources in all marketing, promotional, and informational efforts at national conferences and tradeshows at GO Sports's expense.

9. Provide a bi-monthly report to the Director of Sports Tourism for Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports), along with a report to the Seminole County Tourist Development Council for each Tourist Development Council meeting, documenting GO Sports's efforts to secure sports events for Seminole County. In addition, at the request of Seminole County, GO Sports will provide a briefing of contract details between GO Sports and any entity concerning use of any County owned venues to the Seminole County Director of Sports Tourism (a/k/afor Orlando North Seminole County Sports).

10. Assist Seminole County, as necessary, in its efforts to upgrade and build public sports venues.

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11. When appropriate, solicit state, national, and international sports related businesses to relocate to Seminole County and assist such businesses in their relocation efforts.

12. Submit to the County, in addition to reports previously mentioned, an annual audit and such other reports and documentation as may be requested from time to time by the Seminole County Tourism Development Director.

13. Include Seminole County as an event/activity co-sponsor and/or host on all GO Sports bids for Seminole County venues. In addition, GO Sports will include Seminole County in its international, national and regional marketing efforts to include, but not limited to, the following: social media posts, website, newsletters, press conferences, stakeholders meetings, tradeshow materials and community-based functions. GO Sports will also make available to Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) any photos of events that have been taken by GO Sports for possible use in Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) marketing materials. Any printed materials that pertain to the marketing of Seminole County facilities must be approved by Seminole County Sports and Leisure Services (a/k/a Orlando North, Seminole County Sports) prior to the printing.

14. Collaborate with Seminole County to organize and execute familiarization tours, potentially in conjunction with other regional tourism partners, to promote and highlight Seminole County sports venues, hotels, attractions, restaurants, and shopping outlets.

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