



SEMINOLE COUNTY, FLORIDA
Board of County Commissioners
Meeting Agenda

Tuesday, April 28, 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

Meghan Killingsworth, First United Methodist Church of Sanford

III. ADDITIONS, DELETIONS & MODIFICATIONS TO THE AGENDA

IV. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation - proclaiming May 3 - 9, 2026, as Public Service Recognition Week in Seminole County, Florida . [2026-0372](#)
2. Resolution - Celebrating the 100th Anniversary of A. Duda & Sons, Inc [2026-0376](#)
3. **Audit Presentation** - Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025, presented by Grant Maloy, Clerk of the Circuit Court and Comptroller, Joel Knopp, CPA, Audit Partner, and Jenny Spencer, CPA, MAcc, CGFO, CFE, Director of Comptroller's Office. [2026-0366](#)
4. County Investment Advisor Report (**Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management**) [2026-0365](#)

V. 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 (Consent Items Only)**Constitutional Officers – Consent Agenda (Item No. 5)**

5. Expenditure Approval List dated April 1, 2026. (**Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office**) [2026-0356](#)

County Manager's Consent Agenda (Items No. 6 - 11)**County Attorney's Office**

6. Approve and authorize the Chairman to sign 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 Orange County Industrial Development Authority not to exceed \$40,000,000 of its Educational Facilities Revenue Bond Series for the purpose of financing and refinancing of educational facilities owned or leased by Orangewood Christian School, Inc., part of which is located in Seminole County, Florida as further described in the Resolution; and providing an effective date. Countywide (**Kate Latorre, County Attorney**) [2026-0330](#)

Administrative Services

7. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-818 for a drainage easement necessary for the Midway Drainage Improvement Project (225 ± SF) between Ingrid Burton Nathan and Seminole County for \$6,200.00, 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, Assistant County Manager**) Requesting Department - Public Works [2026-0344](#)

Community Services

8. Approve and authorize the Chairman to execute the State Housing Initiatives Partnership (SHIP) Annual Program Report and Certification form. Countywide (**Allison Thall, Community Services Director**) [2026-0331](#)

Development Services

9. Approve the Minor Plat for the Dunn Legacy Subdivision containing two (2) commercial lots on 1.12 acres zoned C-2 (General Commercial), located on the east side of N US Highway 17-92, south of Florida Ave, more particularly known as 531 and 541 N US Highway 17-92, Longwood, FL; (Dunamis Dunn, Applicant) District2 - Zembower (**Mike Rhodes, Interim Development Services Director**) [2026-0272](#)

Public Works

10. Approve and authorize Chairman to execute the Interlocal Agreement between Seminole County and the City of Oviedo for the provision of Streetlighting along County Road 419 from Central Avenue (State Road 434) to Adeline B. Tinsley Way. District1 - Dallari (**Tawny Olore, Public Works Director**) [2026-0328](#)

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11. Approve and authorize the County Manager to execute the Subrecipient Agreement with the Florida Division of Emergency Management; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 26-029 in the Federal Mitigation Grant Fund to appropriate funding in the amount of \$342,216 for the Hazard Mitigation Grant Program (HMGP) to mitigate drainage problems on Michigan Avenue. District5 - Herr (**Tawny Olore, Public Works Director**).

[2026-0359](#)

VI. REGULAR AGENDA

12. Seminole Forever Update (**Rick Durr, Parks and Recreation Director**) [2026-0370](#)

Public Comment

13. 3rd Generation One Cent Infrastructure Sales Tax Update & American Public Works Association Accreditation Presentation (**Tawny Olore, Public Works Director**). [2026-0360](#)

Public Comment

VII. COUNTY ATTORNEY'S REPORT**IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS****IX. BOARD APPOINTMENTS**

14. Discussion and consideration of the appointment of one (1) individual to the MetroPlan Orlando Community Advisory Committee. [2026-0373](#)
15. Discussion and consideration of the appointment of one (1) individual to the Board of Adjustment [2026-0368](#)

X. DISTRICT COMMISSIONER REPORTS

District 4 - Commissioner Lockhart

District 1 - Commissioner Dallari

District 2 - Commissioner Zembower

District 3 - Commissioner Constantine

District 5 - Chairman Herr

XI. CHAIRMAN'S REPORT**XII. PUBLIC COMMENT (Items not Related to the Agenda)****Recess BCC Meeting for a Closed Session****Convene Closed Session**

Grant Maloy Clerk & Comptroller Seminole County, Florida v. Seminole County, Florida
Case No. 2025-CA-000284
County Services Building Room 1028

Close Closed Session**Reconvene Meeting****XIII. ADJOURN BCC MEETING**

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

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



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0372

Title:

Proclamation - proclaiming May 3 - 9, 2026, as Public Service Recognition Week in Seminole County, Florida .

**PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING MAY 3 - 9, 2026 AS
PUBLIC SERVICE RECOGNITION WEEK
IN SEMINOLE COUNTY, FLORIDA**

WHEREAS, Public Service Recognition Week has been nationally celebrated during the first week of May since 1985 to honor the dedicated individuals who serve communities at the federal, state, and local levels; and

WHEREAS, the week of May 3 through May 9, 2026, has been designated across the nation as Public Service Recognition Week to recognize the important contributions of public servants and their essential role in supporting and strengthening communities; and

WHEREAS, Seminole County is home to more than 1,600 hardworking, mission-driven public employees who provide essential services that protect and enhance the quality of life for residents, businesses, and visitors each day; and

WHEREAS, county employees serve in diverse and highly skilled professions maintaining infrastructure, supporting public safety, managing resources, promoting economic opportunity, protecting natural lands, and delivering responsive customer services that sustain the well-being of our community; and

WHEREAS, in times of crisis, public service employees stand on the front lines—often at personal risk—responding to emergencies, safeguarding the public, and helping Seminole County recover from natural disasters and unforeseen challenges; and

WHEREAS, Seminole County’s public servants demonstrate professionalism, integrity, and a steadfast commitment to their duties, reflecting the best of public service and contributing significantly to the strength, security, and resilience of our community; and

WHEREAS, the dedication and continued service of these employees exemplify the noble calling of public service, without which the delivery of vital government functions would be impossible.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim May 3 - 9, 2026 as

PUBLIC SERVICE RECOGNITION WEEK

ADOPTED this 28th day of April 2026

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: 2026-0376

Title:

Resolution - Celebrating the 100th Anniversary of A. Duda & Sons, Inc

**RESOLUTION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
CELEBRATING THE 100TH ANNIVERSARY OF
A DUDA & SONS, INC.**

WHEREAS, A. Duda & Sons, Inc. (DUDA) was founded in 1926 by Andrew Duda, a Slovak immigrant who established a celery farm in Central Florida. That same year, Andrew and his three sons—John, Andrew Jr., and Ferdinand—harvested their first cash crop of celery and formally established A. Duda & Sons, launching what would become a significant agricultural enterprise rooted in the rich farmlands of Oviedo in Seminole County; and

WHEREAS, Seminole County—once known as the “Celery Capital of the World”—provided the fertile foundation for DUDA’s early growth, and the company played an integral role in shaping the region’s agricultural heritage and economic development; and

WHEREAS, DUDA’s longstanding presence in and around Lake Jesup and the surrounding rural communities helped define the character and growth of southeastern Seminole County, contributing to its farming legacy and long-term commitment to responsible land stewardship; and

WHEREAS, over the past century, DUDA has grown from a small family farm into a nationally recognized, diversified company, all while maintaining deep ties to Seminole County and upholding the family values and principles that guided its founding generations; and

WHEREAS, DUDA’s dedication to responsible land management, environmental stewardship, and thoughtful development reflects its enduring respect for the natural resources and quality of life that define Seminole County; and

WHEREAS, for five generations, the Duda family has demonstrated leadership, innovation, sustainability, and community engagement, carrying forward a legacy that began in Seminole County and continues to positively influence the region today.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby recognize and celebrate the 100th Anniversary of A. Duda & Sons, Inc. (DUDA) and extends our sincere appreciation for the company’s historic and ongoing contributions to the agricultural heritage, economic vitality, and environmental stewardship of Seminole County.

ADOPTED this 28th day of April 2026

Andria Herr, Chairman
Seminole County Board of County Commissioners



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0366

Title:

Audit Presentation - Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025, presented by Grant Maloy, Clerk of the Circuit Court and Comptroller, Joel Knopp, CPA, Audit Partner, and Jenny Spencer, CPA, MAcc, CGFO, CFE, Director of Comptroller's Office.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0365

Title:

County Investment Advisor Report (**Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management**)



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0356

Title:

Expenditure Approval List dated April 1, 2026. **(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:

Kyla Farrell - (407) 665-7661

Background:

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

Requested Action:

Approve Expenditure Approval List dated April 1, 2026.

**CLERK AND COMPTROLLER'S
REPORT and BRIEFING
APRIL 28, 2026**

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL LIST

Approve Expenditure Approval List dated April 1, 2026.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. RECEIVED AND FILED LISTING (For Information Only)

- 1 AMDMT #1 TO W.O. #31 TO PS-4968-23/CIVIL SITE ENGINEERING
- 2 AMDMT #1 TO W.O. #32 TO PS-4968-23/CIVIL SITE ENGINEERING
- 3 AMDMT #1 TO W.O. #34 TO RFP-3136-20/MILLER ELECTRIC COMPANY
- 4 AMDMT #1 TO W.O. #68 TO PS-2826-20/PEGASUS ENGINEERING
- 5 AMDMT #17 TO W.O. #2 TO PS-1405-17/JOHNSON MIRMIRAN & THOMPSON
- 6 AMDMT #3 TO W.O. #4 TO PS-4824-23/WSP USA ENVIRONMENT & INFRASTRUCTURE
- 7 AMDMTS TO THE BY-LAWS OF THE HIGHLANDS HOMEOWNERS ASSOCIATION (HOA)
- 8 BILL OF SALE/LG DEVELOPMENT CORP/ALRO METAL
- 9 BOND RELEASE/PERFORMANCE BOND #300130028/\$1,403,057.70/ALRO METALS (CHAPMAN RD IMPROVEMENTS)
- 10 CASH BOND/\$125,730/SEMINOLE PLAZA
- 11 CLOSEOUT TO CC-6119-24/RAK GENERAL CONTRACTORS
- 12 CLOSEOUT TO W.O. #47 TO CC-3563-21/SOUTHLAND CONSTRUCTION
- 13 FIRST AMDMT TO PS-3973-21/PROJECT MANAGEMENT ADVISORS (PMA)
- 14 FIRST AMDMT TO RFP-604527-23/WHITLOCK CONSULTING GROUP
- 15 MAINTENANCE BOND #108147427 RIDER/INCREASING FROM \$2,220.21 TO \$22,202.10/ALRO METAL
- 16 NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION OF COMMERCIAL SOLID WASTE CERTIFICATE/COASTAL WASTE & RECYCLING OF FLORIDA
- 17 NOTICE DATED MARCH 25, 2026 OF HIGHLANDS HOA MEETING ON PROPOSED BY-LAWS AMDMT
- 18 PS-6780-25 CMAR FOR MEDICAL EXAMINER'S OFFICE/WHARTON-SMITH (RANKING LIST APPROVED 01-13-2026)
- 19 RENEWAL #2 TO IFB-604272-22/FIN-TEK OZONE CORP
- 20 TOURIST TAX FUNDING AGRMT/FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION/FLORIDA HIGH SCHOOL SOFTBALL STATE CHAMPIONSHIPS
- 21 TOURIST TAX FUNDING AGRMT/FLORIDA USSSA SLOWPITCH LLC/FEDEX FAMILY HOUSE SOFTBALL TOURNAMENT
- 22 W.O. #2 TO PS-3814-21/SCHENKEL & SHULTZ
- 23 W.O. #38 TO PS-4968-23/CDM SMITH
- 24 W.O. #38 TO RFP-3136-20/MILLER ELECTRIC COMPANY

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 3/26/26 Through 4/1/26

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 27,337,472.77
00103	NATURAL LAND ENDOWMENT FUND	3,991.15
00108	FACILITIES MAINTENANCE FUND	24,386.51
00112	MAJOR PROJECTS FUND	516,330.35
00113	COUNTYWIDE UTILITIES	60,542.73
10101	TRANSPORTATION TRUST FUND	200,698.06
10400	BUILDING PROGRAM	99.55
11001	TOURISM SPORTS 4 & 6 CENT FUND	2,545.00
11200	FIRE PROTECTION FUND	257,522.59
11400	COURT SUPP TECH FEE (ARTV)	6,553.79
11500	1991 INFRASTRUCTURE SALES TAX	9,217.55
11541	2001 INFRASTRUCTURE SALES TAX	3,975.00
11560	2014 INFRASTRUCTURE SALES TAX	557,081.91
11901	COMMUNITY DEVELOPMEN BLK GRANT	54,541.53
11902	HOME PROGRAM GRANT	31,540.00
11909	MOSQUITO CONTROL GRANT	193.00
11916	PUBLIC WORKS GRANTS	105,380.29
11919	COMMUNITY SVC GRANTS	2,760.00
11930	RESOURCE MANAGEMENT GRANTS	5,223.46
11940	ENVIRONMENTAL SERVICES GRANTS	10,000.00
11941	FIRE GRANTS STATE	4,993.56
11942	FIRE GRANTS FEDERAL	69,074.40
12024	SHIP AFFORDABLE HOUSING 23/24	149,667.85
12101	LAW ENFORCEMENT TST-LOCAL	2,500.00
12303	OPIOID SETTLEMENT	176.00
12500	EMERGENCY 911 FUND	244.93
12606	MOBILITY FEE CORE DISTRICT	665.80
12608	MOBILITY FEE SUBURBAN EAST DIS	12,284.45
12804	LIBRARY-IMPACT FEE	386.84
15000	MSBU STREET LIGHTING	30,986.21
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	61.60
21250	SPEC OBL REV & REF BOND - 2022	4,169,987.50
22500	SALES TAX BONDS	550.00
22600	CAPITAL IMP REV BOND SER 2021	27,830.30
32300	FIVE POINTS DEVELOPMENT FUND	1,944,878.61
40100	WATER AND SEWER FUND	728,109.00
40108	WATER & SEWER CAPITAL IMPROVEM	214,566.15
40201	SOLID WASTE FUND	233,625.69
50100	PROPERTY LIABILITY FUND	35.00
50200	WORKERS COMPENSATION FUND	52,225.31
50300	HEALTH INSURANCE FUND	64,537.54
TOTAL REPORT		\$ 36,897,441.98

**COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
APRIL 1, 2026**

**CHECK SEQUENCE: CK # 989764-990020
ACH SEQUENCE: ACH # 373-407**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 28 DAY
OF APRIL, 2026.**

Chairman



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0330

Title:

Approve and authorize the Chairman to sign 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 Orange County Industrial Development Authority not to exceed \$40,000,000 of its Educational Facilities Revenue Bond Series for the purpose of financing and refinancing of educational facilities owned or leased by Orangewood Christian School, Inc., part of which is located in Seminole County, Florida as further described in the Resolution; and providing an effective date. Countywide **(Kate Latorre, County Attorney)**

Division:

County Attorney Office

Authorized By:

Kate Latorre, County Attorney

Contact/Phone Number:

Kate Latorre/407-665-7257

Background:

Adoption of this resolution would provide limited approval to the Orange County Industrial Development Authority to issue bonds not to exceed \$40,000,000 Educational Facilities Revenue Bonds (Orangewood Christian School Project), Series 2026 (the "Series 2026 Bonds"), to be issued in one or more series of tax-exempt and taxable bonds pursuant to a plan of finance for the financing and refinancing (including reimbursement for prior related expenditures) of educational facilities owned or leased by Orangewood Christian School, Inc. (the "Borrower"), a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Bonds will be issued as qualified 501(c)(3) bonds, as defined in Section 145 of the Code. The Board approval is necessary since a portion of the proceeds of the Series 2026 Bonds will be used to refinance debt related to the Borrower's lower campus which is in Seminole County, Florida.

The required public hearing was held by the Orange County Industrial Development Authority on March 17, 2026.

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 sign a Resolution approving, solely for the limited purposes of Section 147(f) of the Internal Revenue Code, the expenditure of the proceeds of the Orange County Industrial Development Authority not to exceed \$40,000,00.00 of its Educational Facilities Revenue Bond Series for the purpose of financing and refinancing of educational facilities owned or leased by Orangewood Christian School, Inc., part of which is located in Seminole County, Florida.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA APPROVING THE ISSUANCE BY THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (ORANGEWOOD CHRISTIAN SCHOOL, INC. PROJECT), SERIES 2026 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$40,000,000, IN ONE OR MORE SERIES, FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO ORANGEWOOD CHRISTIAN SCHOOL, INC., FOR THE FINANCING AND REFINANCING (INCLUDING REIMBURSEMENT FOR PRIOR RELATED EXPENDITURES) OF ITS EDUCATIONAL AND RELATED PARKING FACILITIES; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT RELATED TO THE BONDS; PROVIDING OTHER DETAILS AND AN EFFECTIVE DATE.

WHEREAS, Seminole County, Florida ("Seminole County") has the authority pursuant to Part II, Chapter 159, Florida Statutes (the "Statute"), to issue educational facilities revenue bonds to finance qualifying projects within Seminole County, Florida; and

WHEREAS, the Orange County Industrial Development Authority (the "Orange Authority") has the authority pursuant to the Statute and Part III, Chapter 159, Florida Statutes to issue educational facilities revenue bonds to finance qualifying projects in Orange County, Florida; and

WHEREAS, Orangewood Christian School, Inc. has requested that the Orange Authority issue bonds, in one or more series (the "Bonds"), and lend the proceeds of the Bonds to the Borrower to provide for the financing and refinancing (including reimbursement for prior related expenditures) of: (1) a portion of the original debt related to existing educational facilities located at 1221 Trinity Woods Lane, Maitland, Florida 32751 (collectively, the "Lower School"); (2) a portion of the original debt related to existing educational facilities and the construction, acquisition, renovation, installation and/or equipping of new educational and related parking facilities located at 1300 West Maitland Boulevard, Maitland, Florida 32751 (collectively, with the Lower School, referred to as the "Project"); (3) funding any necessary reserves for the Bonds; and (4) paying all or a portion of the costs related to issuance of the Bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires as a condition of exclusion from gross income for federal income tax purposes of interest on private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds, that such Bonds be approved by the governmental unit(s) having jurisdiction over the area(s) in which the private activity bond-financed facilities are to be located after a public hearing following reasonable public notice; and

WHEREAS, the Orange Authority on March 17, 2026, held a public hearing on behalf of itself and Seminole County with respect to the issuance of the Bonds by the Orange Authority after publication of notice of such hearing in the *Orlando Sentinel*, a newspaper of general circulation in Seminole County, Florida, at least 7 days prior to such hearing, as evidenced by the Orange Authority Resolution and a copy of the Affidavit of Publication is attached hereto as EXHIBIT B; and

WHEREAS, the county seat of Orange County, Florida, where the public hearing was held, is within 100 miles of the county seat of Seminole County; and

WHEREAS, based solely upon representations of the Borrower with respect to the Project, although the Project is not all located on the same site, or adjacent or proximate sites, such Project is used as an integrated operation by the Borrower and therefore has been treated as one project for purposes of Section 147(f) of the Code; and

WHEREAS, in a Resolution of the Orange Authority adopted on March 17, 2026, a copy of which is attached hereto as EXHIBIT A (the "Orange Authority Resolution"), the Orange Authority gave initial approval of the issuance of the Bonds and directed that a copy of the Orange Authority Resolution be provided to the Board of County Commissioners of Seminole County and recommended approval of the Bonds by such Board of County Commissioners; and

WHEREAS, as a condition to the issuance of the Bonds, the Board of County Commissioners of Orange County, which the Borrower has represented is the elected legislative body of Orange County, and which has jurisdiction over the portions of the Project located in Orange County, will, prior to the issuance of the Bonds, have to the extent required, approved the issuance of the Bonds by the Orange Authority for purposes of Section 147(f) of the Code and under the Act; and

WHEREAS, the Orange Authority has submitted to Seminole County for consideration a form of Interlocal Agreement approved (after a noticed public hearing) by the Orange Authority by the Orange Authority Resolution, which, when executed, will permit the loan of a portion of the Bond proceeds to the Borrower to finance and refinance the cost of the portion of the Project located in Seminole County, a copy of which form of Interlocal Agreement is attached hereto as EXHIBIT C; and

WHEREAS, it is deemed desirable by both the Orange Authority and Seminole County that prior to or upon the issuance of the Bonds the Orange Authority and Seminole County enter into the Interlocal Agreement, as provided for and under the authority of Part I, Chapter 163, Florida Statutes (the "Interlocal Act"), in order to assist the Borrower and the Orange Authority in financing and refinancing the portion of the Project located in Seminole County; and

WHEREAS, the Board of County Commissioners of Seminole County constitutes the elected legislative body of Seminole County and has jurisdiction over the portion of the Project located in Seminole County, and the Borrower has requested that the Board of County Commissioners of Seminole County approve the issuance of the Bonds by the Orange Authority to finance and refinance the Project and to pay other costs associated therewith and to ratify the public hearing held by the Orange Authority on behalf of Seminole County and approve the issuance by the Orange Authority of the Bonds for purposes of Section 147(f) of the Code and the Section 125.01(1)(z), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida (the "Board") that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the laws of the State of Florida, including, in particular Chapter 125, Part II of Chapter 159, and Section 163.01, Florida Statutes, and other applicable provisions of law (the "Act").

SECTION 2. PUBLIC HEARING. The holding of a public hearing by the Orange Authority as a joint undertaking on behalf of itself and Seminole County is hereby ratified and approved, and the issuance by the Orange Authority of the Bonds to finance and refinance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code and the Act.

SECTION 3. APPROVAL OF THE BONDS. The issuance by the Orange Authority of the Bonds to finance and refinance the Project is hereby approved pursuant to and in accordance with the Act. The Chairman or Vice Chairman of the Board and the Clerk or any Deputy Clerk are further authorized to take such further action and execute such further instruments as may be necessary or appropriate to fully effectuate the purpose and intention of this Resolution.

SECTION 4. APPROVAL OF INTERLOCAL AGREEMENT. Prior or contemporaneously with the issuance of the Bonds by the Orange Authority, the Chairman or Vice-Chairman of the Board is hereby authorized and directed to execute and the County Clerk or any designated Deputy County Clerk is hereby authorized to apply the seal of the County thereof, for and on behalf of the Board, the Interlocal Agreement attached hereto as EXHIBIT C between Seminole County and the Orange Authority in order to permit the loan of a portion of the proceeds of the Bonds to the Borrower for the purpose of financing and refinancing the portion of the Project located in Seminole County.

SECTION 5. LIMITATION ON APPROVAL. 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, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary zoning or rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Orange Authority shall not be construed to obligate Seminole County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project.

SECTION 6. NO RESPONSIBILITY OF SEMINOLE COUNTY. Seminole County shall have no responsibility with respect to the repayment of the Bonds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Seminole County but shall be payable solely from revenues pledged therefor pursuant to financing agreements entered into by and among the Orange Authority and the Borrower and/or parties other than Seminole County prior to or contemporaneously with the issuance of the Bonds. Neither Seminole County nor any of the members of the Board or staff of Seminole County will have any obligation or liability, financial or otherwise, with respect to the Project or the Bonds.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 28th day of April, 2026.

**BOARD OF COUNTY COMMISSIONERS OF
SEMINOLE COUNTY, FLORIDA**

(SEAL)

ATTEST:

By: _____
Chairman

By: _____
Clerk of the Circuit Court and
Ex-Officio Clerk to the Board of
County Commissioners of Seminole
County, Florida

EXHIBIT A
ORANGE AUTHORITY RESOLUTION

RESOLUTION NO. 2026- 01

A RESOLUTION EXPRESSING THE INTENT OF THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY TO LOAN FUNDS TO ORANGEWOOD CHRISTIAN SCHOOL, INC. FOR THE FINANCING AND REFINANCING (INCLUDING REIMBURSEMENT FOR PRIOR RELATED EXPENDITURES) OF EDUCATIONAL FACILITIES; PROVIDING FOR THE ISSUANCE OF REVENUE BONDS OF THE AUTHORITY, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000 FOR THE PURPOSE OF MAKING A LOAN OF FUNDS FOR SUCH PURPOSES; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT AND INTERLOCAL AGREEMENT PERTAINING TO THE ISSUANCE OF THE BONDS; AND PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO.

BE IT RESOLVED by the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Act, as hereinafter defined.

SECTION 2. DEFINITIONS.

"**Act**" means the Constitution of the State of Florida, Parts II and III of Chapter 159, Florida Statutes, and other applicable provisions of law.

"**Authority**" means the Orange County Industrial Development Authority, a public body corporate and politic of the State of Florida.

"**Borrower**" means Orangewood Christian School, Inc., a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and/or one or more related and/or affiliated entities and their successors and assigns.

"**Bonds**" means the proposed educational facilities revenue bonds to be issued in an aggregate principal amount not exceeding \$40,000,000 in one or more tax-exempt and taxable series, to be authorized by subsequent resolution of the Authority pursuant to the Act and in accordance with the terms, conditions and limitations contained in such resolution.

"**Chairman**" means the Chairman or Vice Chairman of the Authority.

"Interlocal Agreement" has the meaning set forth in Section 7 hereof.

"Lower School" has the meaning set forth in EXHIBIT A hereto.

"Project" has the meaning set forth in EXHIBIT A hereto.

"Secretary" means the Secretary or any Assistant Secretary of the Authority.

"Upper School" has the meaning set forth in EXHIBIT A hereto.

SECTION 3. PROPOSAL. The Borrower has requested that the Authority issue its Bonds under the Act in an aggregate principal amount not exceeding \$40,000,000 to provide for the financing and refinancing (including reimbursement for prior related expenditures) of educational facilities as set forth in EXHIBIT A attached hereto. The Borrower will continue to be the owner of the Lower School and the Upper School, subject to a ground lease in the case of a portion of the Project related to the Upper School.

SECTION 4. FINDINGS. The Authority hereby finds, determines and declares as follows:

(A) The issuance of the Bonds for the financing and refinancing of the Project will have a substantial public benefit.

(B) The Authority is authorized and empowered by the Act to enter into transactions such as those contemplated by the Borrower, and to fully perform the obligations of the Authority to be undertaken in connection with the financing and refinancing of the Project in order to improve the availability of educational facilities in Orange County, Florida ("Orange County"), Seminole County, Florida ("Seminole County," and together with Orange County, the "Counties") and the State of Florida (the "State"), increase opportunities for gainful employment and purchasing power, and improve living conditions, and otherwise contribute to the health, prosperity and welfare of the Counties, the State and the inhabitants thereof.

(C) Since portions of the Project are located in Seminole County, it is necessary and desirable to enter an interlocal agreement with Seminole County in order to provide for the financing and refinancing of the Project.

(D) The Project constitutes a "project" and an "educational facility" within the meaning of the Act.

(E) The Borrower has requested that the Authority issue the Bonds in an aggregate principal amount not exceeding \$40,000,000 for the financing and refinancing of the Project, funding necessary reserves and paying costs of issuance. The Bonds shall be paid from the repayment of a loan of the bond proceeds from the Authority to the Borrower.

(F) Notice of a public hearing to be held by the Authority on the date hereof, inviting comments and discussion concerning the issuance of the Bonds by the Authority for the financing and refinancing of the Project was published in *The Orlando Sentinel*, a newspaper of general circulation in Orange County and Seminole County on March 9, 2026, which is at least seven (7) days prior to the date hereof.

(G) Following such notices, a public hearing was held by the Authority on the date hereof, during which comments and discussions were requested and heard concerning the issuance of the Bonds for the financing and refinancing of the Project.

(H) Based solely upon the representations of the Borrower with respect to the Project, the issuance of the Bonds to finance and refinance the Project will have a substantial public benefit.

(I) Based solely upon the representations of the Borrower with respect to the Project, although the Project is not all located on the same site, or adjacent or proximate sites, such Project is used as an integrated operation by the Borrower and therefore has been treated as one project for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").

(J) Based upon the representation of the Borrower that a portion of the Project will be located in Orange County, for purposes of Section 147(f) of the Code, the Board of County Commissioners of Orange County, Florida (the "Orange Commission"), is the elected legislative body having jurisdiction over the entire area in which the portion of the Project located in Orange County is and will be located.

(K) Prior to the issuance of the Bonds, the Borrower shall provide evidence satisfactory to the Authority that following the public hearing by the Authority, the Board of County Commissioners of Seminole County (the "Seminole Commission"), the elected legislative body of Seminole County with jurisdiction over the entire area in which the portion of the Project in Seminole County is located, has approved issuance of the Bonds by the Authority.

(L) The county seat of Orange County, where the public hearing will be held, is within 100 miles of the county seat of Seminole County.

(M) The Bonds shall not be deemed to constitute a debt, liability or obligation, or a pledge of the faith and credit or taxing power, of the Authority, Orange County, Seminole County or the State or of any political subdivision thereof, but the Bonds shall be payable solely from the revenues and proceeds to be derived by the Authority from payments received under the financing agreement entered into among the Authority, the purchaser of the Bonds and the Borrower.

SECTION 5. DETERMINATION. If, upon further investigation of the Borrower and its proposal, the Authority is able to find:

(A) that the Authority is not obligated to pay the Bonds except from the proceeds derived from the repayment of a loan to the Borrower and that neither the faith and credit nor the taxing power of the Authority or of the State or any political subdivision thereof is pledged to the payment of the principal of or the interest, or premium, if any, on the Bonds;

(B) that the Authority, the Borrower and the proposed purchaser or purchasers of the Bonds have executed or will execute, concurrently with the issuance of the Bonds, the documentation required for the financing and refinancing of the Project as contemplated hereby;

(C) that adequate provision has been made in the documents for the operation, repair and maintenance of the Project at the expense of the Borrower and for the payment of the principal of, premium, if any, and interest on the Bonds and reserves, if any, therefor;

(D) that, based upon an opinion expected to be delivered at closing by bond counsel, the interest on the series of tax-exempt Bonds will be excludable from gross income for federal income tax purposes under existing laws of the United States of America;

(E) that, if such opinion of bond counsel is not able to be delivered by bond counsel on all or a portion of the Bonds, then all or such portion of the Bonds shall be issued as taxable bonds, the interest on which shall not be excludable from gross income for federal income tax purposes under existing laws of the United States of America;

(F) that, based on the criteria established by the Act, the Borrower is financially responsible and fully capable of and willing to fulfill all of its obligations under the terms and provisions of the loan agreement or financing agreement to be negotiated between the parties, under which the Borrower will be obligated, among other things, to pay amounts sufficient to timely discharge the debt service on the Bonds, and to operate, repair and maintain the Project at the Borrower's expense; and

(G) That the proposal will otherwise comply with all of the provisions of the Act; then the Authority shall, and by passage of this Resolution hereby agrees to, issue Bonds for the financing and refinancing of the Project in accordance with the provisions and authority of the Act and this Resolution. The principal amount, terms of maturity, interest rate and other details of the Bonds will be determined by the Borrower and the Authority and subsequently adopted by resolution of the Authority.

SECTION 6. AUTHORIZATION TO EXECUTE MEMORANDUM OF AGREEMENT. The Chairman and the Secretary of the Authority are authorized in the name and on behalf of the Authority pursuant to this Resolution to execute and deliver a

Memorandum of Agreement (the "Memorandum of Agreement") of even date herewith between the Borrower and the Authority. The officers executing such Memorandum of Agreement are further authorized to do all acts which may be required or may be advisable with respect thereto, including any amendments necessary thereto and not inconsistent herewith.

The Chairman and the Secretary of the Authority are further authorized to take such further action and execute such further instruments as may be necessary to fully effectuate the purpose and intention of the Memorandum of Agreement and this Resolution.

SECTION 7. AUTHORIZATION TO EXECUTE INTERLOCAL AGREEMENT. The Chairman and the Secretary of the Authority are authorized in the name and on behalf of the Authority pursuant to this Resolution to execute and deliver an Interlocal Agreement between the Authority and Seminole County, the form of which is attached hereto as EXHIBIT B (the "Interlocal Agreement"), and to deliver the same to Seminole County. The officers executing such Interlocal Agreement are further authorized to do all acts which may be required or may be advisable with respect thereto, including any amendments necessary thereto and not inconsistent herewith.

SECTION 8. PRIORITY. Nothing herein shall be deemed to restrict the Authority or the State or any agency or political subdivision thereof in determining the order or priority of the issuance of bonds by the Authority or to require the Authority to give the Bonds priority as to the time of issuance over any other bonds previously or subsequently approved by the Authority for issuance, and such prioritization by the Authority could result in the inability of the Authority to issue the Bonds.


SECTION 9. RECOMMENDATION TO COUNTY COMMISSION. The Secretary of the Authority is hereby authorized and directed to forward a copy of this Resolution to the Orange Commission and the Seminole Commission, and the Chairman and the Secretary of the Authority are hereby authorized to take any other action, at the expense of the Borrower, as may appear proper in satisfying the requirements of Section 147(f) of the Code, and any applicable regulations thereto, or as may be required by the Orange Commission and the Seminole Commission, including pursuant to Sections 125.01(z) and 159.47(1)(f), Florida Statutes. The Authority hereby recommends that the Orange Commission and the Seminole Commission approve the issuance of the Bonds. Notwithstanding any provision herein to the contrary, the Bonds shall not be issued and no documents herein approved shall be executed and delivered by the Authority unless and until the Orange Commission shall give its approval to the issuance of the Bonds and the other pre-conditions set forth herein have been complied with.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 17th day of March, 2026.

(SEAL)

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: 
_____ Chairman

ATTEST: 

Secretary

EXHIBIT A
DESCRIPTION OF PROJECT

The financing and refinancing (including reimbursement for prior related expenditures) of: (1) a portion of the original debt related to existing educational facilities located at 1221 Trinity Woods Lane, Maitland, Florida 32751 (anticipated to be allocated a maximum aggregate principal amount of \$6,500,000 of the Bonds) (collectively, the "Lower School"); (2) a portion of the original debt related to existing educational facilities and the construction, acquisition, renovation, installation and/or equipping of new educational and related parking facilities located at 1300 West Maitland Boulevard, Maitland, Florida 32751 (anticipated to be allocated a maximum aggregate principal amount of \$33,500,000 of the Bonds) (collectively, the "Upper School" and together with the "Lower School," the "Project"); (3) funding any necessary reserves for the Bonds; and (4) paying all or a portion of the costs related to issuance of the Bonds.

EXHIBIT B
AFFIDAVIT OF PUBLICATION

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

Sold To:

Nabors Giblin & Nickerson - 291691
1500 Mahan Dr
Tallahassee, FL 32308

Bill To:

Nabors Giblin & Nickerson - 291691
1500 Mahan Dr
Tallahassee, FL 32308

**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/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of NOTICE OF PUBLIC HEARING Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 9 Mar 2026.

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



Rose Williams

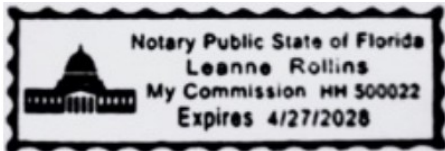
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on 9 Mar 2026,
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

37751

NOTICE OF PUBLIC HEARING

Notice is hereby given that a meeting will be held by the Orange County Industrial Development Authority (the "Authority"), on behalf of itself, Orange County, Florida and Seminole County, Florida, on Tuesday, March 17, 2026, at 2:00 p.m., in the OMB Conference Room, 3rd Floor, Orange County Administration Building, 201 South Rosalind Avenue, Orlando, Florida 32801, for the following purposes:

1. Conducting a public hearing for the purpose of receiving comments and hearing discussion concerning a plan of financing involving the issuance by the Authority of not to exceed \$40,000,000 in principal amount of educational facilities revenue bonds of the Authority issued in one or more tax-exempt and taxable series (the "Bonds"), the proceeds of which will be loaned by the Authority to Orangewood Christian School, Inc., a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and/or one or more related and/or affiliated entities (the "Borrower"), and applied by the Borrower to provide for the financing and refinancing (including reimbursement for prior related expenditures) of: (1) a portion of the original debt related to existing educational facilities located at 1221 Trinity Woods Lane, Maitland, Florida 32751 (anticipated to be allocated a maximum aggregate principal amount of \$6,500,000 of the Bonds) (collectively, the "Lower School") at the referenced location depicted below; (2) a portion of the original debt related to existing educational facilities and the construction, acquisition, renovation, installation and/or equipping of new educational and related parking facilities located at 1300 West Maitland Boulevard, Maitland, Florida 32751 (anticipated to be allocated a maximum aggregate principal amount of \$33,500,000 of the Bonds) (collectively, the "Upper School") at the referenced location depicted below; (3) funding any necessary reserves for the Bonds; and (4) paying all or a portion of the costs related to issuance of the Bonds. The Borrower will continue to be the owner of the Lower School and portions of the Upper School, subject to a ground lease in the case of the Upper School.



Payment of the Bonds shall be an obligation of the Borrower and such Bonds shall not constitute an indebtedness or pledge of the credit or taxing power or any other type of obligation of Orange County, Seminole County, the Authority or any other Florida governmental entity or political subdivision.

2. Consideration and adoption of such resolutions as may be appropriate regarding recommendations to be made to the Board of County Commissioners of Orange County, Florida and the other applicable counties, with respect to the issuance and sale of the Bonds.

3. Consideration of such other matters as may be properly brought before the Authority.

All interested or affected taxpayers, property owners and citizens of Orange County, Florida and Seminole County, Florida are invited to attend this public hearing and, either personally or through their representatives, will be given an opportunity to express their views concerning the proposed project described above and the issuance of the proposed Bonds. Anyone desiring to make written comments may file them with the Authority, 200 S. Orange Avenue, Suite 200, Orlando, Florida 32801, Attention: Secretary. Comments made at the hearing are for the consideration of the Authority and will not bind the Authority to any action it may take.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency publishing this notice no later than seven days prior to the proceeding at the address given in this notice. Telephone: (407) 836-3111. Para mayor información en español, por favor llame al (407) 422-7159. Pour plus d'informations en Kreyòl, souple rele (407) 422-7159.

SHOULD ANY PERSON DECIDE TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR THAT PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UP ON WHICH THE APPEAL IS TO BE BASED.

This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
By: /s/ Jordan DeWitt, Secretary

EXHIBIT C
FORM OF INTERLOCAL AGREEMENT

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Christopher Traber, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607

(Space reserved for Clerk of Court)

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Interlocal Agreement") is dated as of _____, 2026, and is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Orange Authority"), a public body corporate and politic of the State of Florida and SEMINOLE COUNTY, FLORIDA ("Seminole County"), a political subdivision of the State of Florida;

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Parts II and III, Florida Statutes, the Orange Authority and Seminole County are authorized to issue bonds to finance or refinance the acquisition, construction and equipping of educational and related parking facilities; and

WHEREAS, the Orange Authority and Seminole County each constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, the Orange Authority has received an application from Orangewood Christian School, Inc., a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or one or more related and/or affiliated entities and their successors and assigns (the "Borrower") requesting that educational facilities revenue bonds be issued by the Orange Authority in an aggregate principal amount not exceeding \$40,000,000 in one or more tax-exempt and taxable series (the "Bonds") the proceeds of which would be loaned to the Borrower to finance or refinance, among other facilities, certain educational and related parking facilities located in Orange County and Seminole County (the "Project") as more completely described on EXHIBIT A attached hereto; and

WHEREAS, the Borrower has represented that the consolidated financing results in significant cost savings to the Borrower over the issuance and sale of separate bonds by the Orange Authority and Seminole County for the Project; and

WHEREAS, the Orange Authority and Seminole County have agreed to enter into this Interlocal Agreement for the purposes stated above; and

WHEREAS, on March 17, 2026, the Orange Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Interlocal Agreement, and following a duly noticed public hearing by the Orange Authority on March 17, 2026, for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, on _____, 2026, the Board of County Commissioners of Orange County, which has jurisdiction for purposes of Section 147(f) of the Code, over the area in which the portion of the Project to be financed or refinanced in Orange County is located, approved the issuance of the Bonds and the application of the proceeds thereof; and

WHEREAS, on _____, 2026, following a duly noticed public hearing by the Orange Authority described above, the Board of County Commissioners of Seminole County, which has jurisdiction for purposes of Section 147(f) of the Code, over the area in which the portion of the Project to be financed or refinanced in Seminole County is located, approved by a duly adopted resolution, the issuance of the Bonds by the Orange Authority and the application of the proceeds thereof; and

WHEREAS, the Interlocal Act authorizes the Orange Authority and Seminole County to enter into this Interlocal Agreement and confers upon the Orange Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the Project through a loan of such proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Orange Authority for such purposes and find that such agreement by such parties is in the public interest; and

WHEREAS, the Borrower has agreed to indemnify Seminole County and the Orange Authority in connection with their execution of this Interlocal Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. AUTHORIZATION TO ISSUE THE BONDS. Seminole County and the Orange Authority do hereby agree that the Orange Authority is hereby authorized to issue the Bonds in one or more series in a principal amount not exceeding \$40,000,000 and to loan the proceeds thereof to the Borrower to finance and refinance the Project, with approximately \$6,500,000 of such proceeds to be applied to finance and

refinance the portion of the Project to be located within Seminole County. The Orange Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Seminole County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Seminole County which are necessary or convenient for the issuance of the Bonds and financing and refinancing of the Project to the same extent as if Seminole County were issuing its own obligations for such purposes, without any further authorization from Seminole County to exercise such powers or to take such actions, including, without limitation, to change the name of the Bonds to reflect multiple series or the year of issuance. It is the intent of this Interlocal Agreement and the parties hereto that the Orange Authority be vested, to the maximum extent permitted by law, with all powers which Seminole County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower finance and refinance the Project in Seminole County as though Seminole County were issuing such Bonds as its own special limited obligation.

SECTION 2. QUALIFYING PROJECT.

(A) Each of the parties hereto represents that each portion of the Project within its jurisdiction constitutes a "project" as such term is used in Parts II and III, Chapter 159, Florida Statutes.

(B) The Orange Authority hereby represents, determines and agrees as follows:

(1) The Project located within Orange County is appropriate to the needs and circumstances of, and make or shall make a significant contribution to the economic growth of Orange County; provide access to educational facilities; provide and preserve or shall provide or preserve gainful employment; and serve or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida and its people.

(2) No financing or refinancing of the Project shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts II and III, Chapter 159, Florida Statutes and such other responsibilities as may be imposed under the financing agreement.

(3) Orange County has been and will be able to cope satisfactorily with the impact of the Project located in Orange County and has 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 construction, operation, repair, and maintenance of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

(4) Adequate provision will be made in the financing agreements related to the Bonds for the operation, repair, and maintenance of the Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

(C) Seminole County hereby represents, determines and agrees as follows:

(1) The Project located within Seminole County is appropriate to the needs and circumstances of, and make or shall make a significant contribution to the economic growth of Seminole County; provide access to educational facilities; provide or preserve or shall provide and preserve gainful employment; and serve or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida and its people.

(2) Seminole County has been able to cope satisfactorily with the impact of the Project located in Seminole County and will be able to continue to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the Project located in Seminole County and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. NO PECUNIARY LIABILITY OF SEMINOLE COUNTY; LIMITED OBLIGATION OF THE ORANGE AUTHORITY. Neither the provisions, covenants or agreements contained in this Interlocal Agreement and any obligations imposed upon Seminole County hereunder, nor the Bonds issued pursuant to this Interlocal Agreement, shall constitute an indebtedness or liability of Seminole County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Orange Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. NO PERSONAL LIABILITY. No covenant or agreement contained in this Interlocal Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Seminole County or the Orange Authority in his or her individual capacity and no member, officer, agent or employee of Seminole County or the Orange Authority shall be liable personally on this Interlocal Agreement or be subject to any personal liability or accountability by reason of the execution of this Interlocal Agreement.

The execution of this Interlocal Agreement by the parties hereto 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.

SECTION 5. ALLOCATION OF RESPONSIBILITIES. The Orange Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts related to the Bonds.

Neither Seminole County nor the Orange Authority shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Interlocal Agreement or any documentation or opinions required to be delivered in connection therewith by Seminole County, the Orange Authority or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. INDEMNITY. The Borrower, by its approval and acknowledgment at the end of this Interlocal Agreement, agrees to indemnify and hold harmless Seminole County and the Orange Authority, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Interlocal Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Orange Authority, arising from the willful misconduct of the Orange Authority, and, in the case of Seminole County, arising from the willful misconduct of Seminole County. The indemnity provided by this Section 6 shall survive the expiration or termination of this Interlocal Agreement.

SECTION 7. TERM. This Interlocal Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days' advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Interlocal Agreement may not be terminated so long as the Bonds (or any refunding obligations issued by the Orange Authority by Section 10 hereof), remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. FILING OF AGREEMENT. It is agreed that this Interlocal Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Seminole County and with the Clerk of the Circuit Court of Orange County all in accordance with the Interlocal Act, and that this Interlocal Agreement shall not become effective until so filed.

SECTION 9. SMALL ISSUER ALLOCATION. The parties hereto irrevocably agree that the entire principal amount of the Bonds shall be allocable to Orange County for purposes of Section 265(b)(3)(C)(ii) of the Code.

SECTION 10. REFUNDING OR REFINANCING. It is the intention of the parties hereto that this Interlocal Agreement cover and authorize not only the Bonds but also any obligations issued by the Orange Authority to refund or refinance the Bonds and any obligation thereafter issued by the Orange Authority to refund or refinance such obligations and so on and so forth so that no additional or similar interlocal agreement between the Orange Authority and Seminole County shall be necessary in connection therewith. The foregoing notwithstanding, this section shall not be construed as authorization for the Orange Authority to issue any additional industrial revenue bonds for new or additional projects (other than the Project) on behalf of the Borrower in conjunction with or in addition to any refunding or refinancing of the Bonds without the prior approval of Seminole County.

SECTION 11. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 12. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INTERLOCAL AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS INTERLOCAL AGREEMENT.

SECTION 13. LITIGATION. In the event any legal proceedings are instituted between the parties hereto concerning this Interlocal Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels.

SECTION 14. GOVERNING LAW. This Interlocal Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 15. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature and notary pages follow]

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused this Interlocal Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the date first above written.

(SEAL)

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Chairman

ATTEST:

By: _____
Secretary

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by _____, as Chairman of Orange County Industrial Development Authority, who (____) is personally known to me or (____) has produced a valid driver's license as identification.

(SEAL)

(Signature of person taking acknowledgement)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by _____, as Secretary of Orange County Industrial Development Authority, who (____) is personally known to me or (____) has produced a valid driver's license as identification.

(SEAL)

(Signature of person taking acknowledgement)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

By: _____
Andria Herr, Chairman

ATTEST:

Date: _____

Grant Maloy
Clerk to the Board of County
Commissioners of Seminole

As authorized for execution by the Board
of County Commissioners at this _____
2026 regular meeting.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency:

County Attorney

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

Orangewood Christian School, Inc. hereby approves this Interlocal Agreement and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 and Section 8 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer and its seal to be affixed hereto and attested by its proper officer all as of the date of said Interlocal Agreement.

**ORANGEWOOD CHRISTIAN SCHOOL,
INC.**

By: _____
Dr. Allyn Williams, Head of School

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by Dr. Allyn Williams, as Head of School of Orangewood Christian School, Inc., who (____) is personally known to me or (____) has produced a valid driver's license as identification.

(SEAL)

(Signature of person taking acknowledgement)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

EXHIBIT A
DESCRIPTION OF THE PROJECT

The financing and refinancing (including reimbursement for prior related expenditures) of: (1) a portion of the original debt related to existing educational facilities located at 1221 Trinity Woods Lane, Maitland, Florida 32751 (collectively, the "Lower School"); (2) a portion of the original debt related to existing educational facilities and the construction, acquisition, renovation, installation and/or equipping of new educational and related parking facilities located at 1300 West Maitland Boulevard, Maitland, Florida 32751 (collectively, the "Upper School" and together with the "Lower School," the "Project"); (3) funding any necessary reserves for the Bonds; and (4) paying all or a portion of the costs related to issuance of the Bonds.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0344

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-818 for a drainage easement necessary for the Midway Drainage Improvement Project (225 ± SF) between Ingrid Burton Nathan and Seminole County for \$6,200.00, 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, Assistant County Manager)** 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 (#1-818) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owner (Ingrid Burton Nathan / Tax ID #33-19-31-300-0930-0000) of the property located on the south side of Main Street, approximately 125 feet east of Sipes Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$6,280.00 inclusive of all fees and costs.

The parent property is vacant and consists of 1.06 ± acres of land. The County's valuation of this acquisition is \$3,400.00; a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$6,200.00 and 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 #1-818 for a drainage easement necessary for the Midway Drainage Improvement Project (225 ± SF) between Ingrid Burton Nathan and Seminole County for \$6,200.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT
DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between Ingrid Burton Nathan, whose address is 567 Elmcrest Place, Debary, Florida 32713-2234, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a drainage easement in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION



See attached Exhibit A for legal description and sketch (the "Property").

Parcel I. D. Number: 33-19-31-300-0930-0000

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 SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$6,200.00). 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:

[Handwritten Signature]
Witness

Ingrid Burton Nathan
INGRID BURTON NATHAN

Edwin R. Barfield
Print Name

April 6, 2026
Date

[Handwritten Signature]
Witness

NEIL NEWTON
Print Name



[Balance of this page intentionally blank; signatory page continues on Page 5]

Road Project: Midway Drainage Improvement Project - Parcel 1-818
Parcel Address: Main Street, Sanford Florida 32771
Owner Name: Ingrid Burton Nathan

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

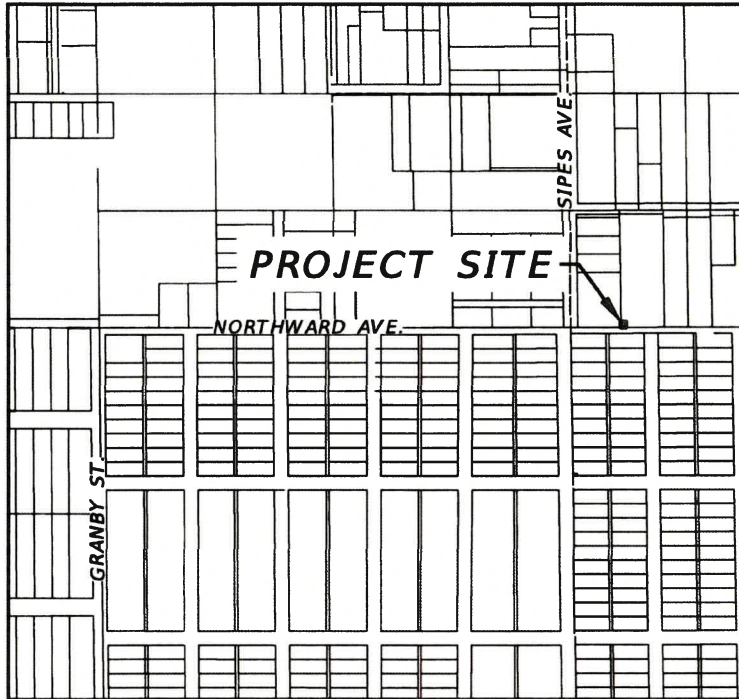


CMP/coh
04/03/2026
T:\Users\Legal Secretary CSB\Public Works\Agreements\2026\Purchase Agreement - Drainage Easement - Nathan.docx

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
 MIDWAY DRAINAGE IMPROVEMENT PROJECT
 PARENT PARCEL NO. - 33-19-31-300-0930-0000
 EASEMENT NO./SEARCH NO. - 818/04235

Exhibit "A"



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

ATKINS

482 South Keller Road
 Orlando, Florida 32810-6101
 Tel : 407/647-7275 Certificate No. LB 24

Digitally signed by Jack V Carper
 DN: C=US, O=Florida,
 dnQualifier=
 A01410D000018709DAC36900
 04A09F, CN=Jack V Carper
 Reason: I am the author of this
 document
 Location:
 Date: 2023.09.29 18:25:43-04'00'
 Foxit PDF Editor Version: 12.1.3

Jack V Carper

J. Vance Carper, Jr. PSM
 Professional Surveyor and Mapper
 Florida Certificate No. 3598

Date: 9/28/2023
 Scale: 1:500
 Job No.: 100080164
 F.B.: N/A
 Drawn By: VS & DB
 Ckd. By: JVC
 Sheet: 1 of 3

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SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-300-0930-0000
EASEMENT NO./SEARCH NO. - 818/04235

LEGAL DESCRIPTION

THAT PART OF:

THE EAST 1 ACRE OF THE WEST 2 ACRES OF THE S 1/2 OF THE SW 1/4 OF NW 1/4 OF SW 1/4 SEC 33 TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

Being those certain Lands as described in Official Records Book 2218 , Page 1844 of the Public Records of Seminole County, Florida

Lying within following metes and bounds description:

Commence at the Southeast Corner of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 19 South, Range 31 East, said corner being along the Westerly projection of the North line of the right-of-way for Northward Avenue;

Thence N 89°53'12" E along said North line for 143.50 feet to the Point Of Beginning;

Thence departing said North line, run N 0°47'29" W for 15.50 feet; thence N 89°53'12" E for 14.50 feet; thence S 0°47'29" E for 15.50 feet to a point along the aforesaid North line of the right-of-way for Northward Avenue; thence S 89°53'12" W along said North line for 14.50 feet to the Point Of Beginning.

Containing 225 Square feet more or less

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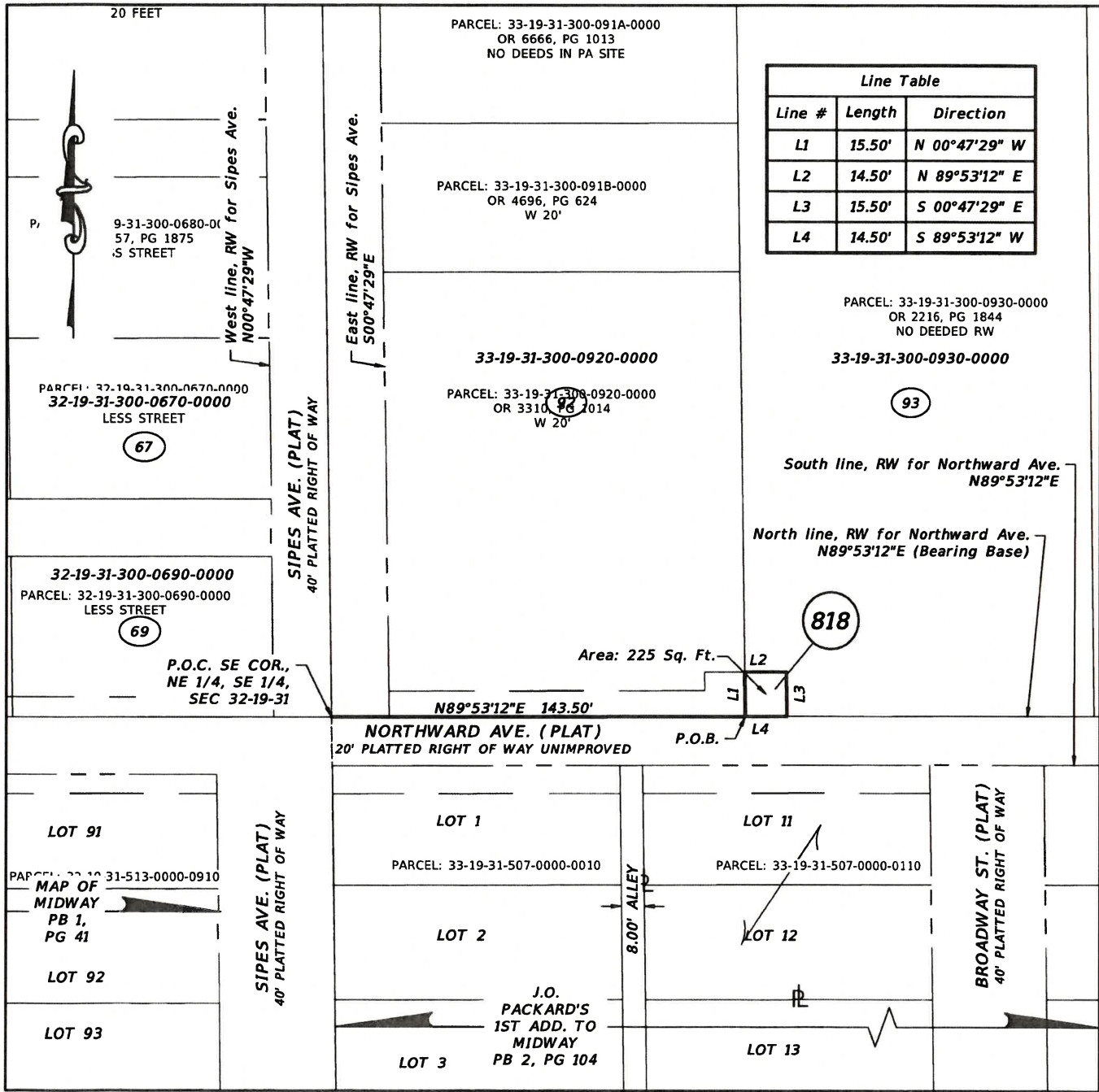


482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 9/28/2023
Scale: _____
Job No.: 100080164
F.B.: N/A
Drawn By: VS & DB
Ckd. By: JVC
Sheet: 2 of 3

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
 MIDWAY DRAINAGE IMPROVEMENT PROJECT
 PARENT PARCEL NO. - 33-19-31-300-0930-0000
 EASEMENT NO./SEARCH NO. - 818/04235



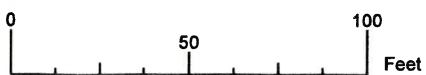
Line Table		
Line #	Length	Direction
L1	15.50'	N 00°47'29" W
L2	14.50'	N 89°53'12" E
L3	15.50'	S 00°47'29" E
L4	14.50'	S 89°53'12" W

93

South line, RW for Northward Ave.
N89°53'12"E

North line, RW for Northward Ave.
N89°53'12"E (Bearing Base)

818



Notes:
 This is not a survey.
 Bearings are assumed and base upon
 the North Line of the Right-of-way
 for Northward Ave. N89°53'12"E.



Date: 9/28/2023
 Scale: 1:50
 Job No.: 100080164
 F.B.: N/A
 Drawn By: VS & DB
 Ckd. By: JVC
 Sheet: 3 of 3

ATKINS

482 South Keller Road
 Orlando, Florida 32810-6101
 Tel : 407/647-7275 Certificate No. LB 24

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 Design\ProjectFiles\BPI\Survey\Easements\Easemt_800_32-19-31-300-051C-0000_04122\50D DRN Esmt_800.dwg, 3/7/2023 5:07 PM, BLAI3094

Legend

-  Parent Parcel
-  Drainage Easement

LOCATION MAP



Midway Drainage Improvement Project
Parcel 1-818
Ingrid Burton Nathan
33-19-31-300-0930-0000



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0331

Title:

Approve and authorize the Chairman to execute the State Housing Initiatives Partnership (SHIP) Annual Program Report and Certification form. Countywide
(Allison Thall, Community Services Director)

Division:

Community Services - Community Development

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Tadine Diaz/407-665-2388

Background:

State Housing Initiatives Partnership Program (SHIP) funds are used for local affordable housing strategies that meet the local affordable housing needs for homeownership and rental housing. Annually, the Florida Housing Finance Corporation requires the participating jurisdiction to submit the Annual Performance Report (APR) for each active year of SHIP funding. Attached is the close out report for fiscal year 2022-23. Interim reports are required for fiscal years 2023-24 and 2024-25. In addition, a Certification executed by the Chief Elected Official, is required confirming the information presented is true and accurate for the close out and interim reports, as well as the following certifications:

1. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
2. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$0.00.

4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$0.00.

A notice informing the public about Seminole County's intent to submit the FY 2022-2023 close out and associated interim year reports was published in the Orlando Sentinel, a newspaper of general circulation. A draft report was also posted on the Community Development Division website for public review and comment. To date, no comments have been received from the public. Community Services will accept comments until the plan is submitted to the Florida Housing Finance Corporation.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the State Housing Initiatives Partnership (SHIP) Annual Program Report and Certification.

Title: SHIP Annual Report

Report Status: Approved

Seminole County FY 2022/2023 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance	\$2,758,250.00	28				
5	Disaster Recovery Assistance	\$131,862.54	10				
5	Disaster Recovery Assitance	\$8,880.00	1				
6	Minor Home Repair	\$917,250.67	56				

Homeownership Totals: \$3,816,243.21 95

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
13	Rental Assistance	\$87,070.15	34				
21	Rental New Construction	\$494,644.00	8				
23	Deposit Assistance	\$132,759.48	52				

Rental Totals: \$714,473.63 94

Subtotals: \$4,530,716.84 189

Additional Use of Funds

Use	Expended	Percentage
Administrative	\$458,023.30	10.00 %
Homeownership Counseling		
Admin From Program Income	\$14,113.10	4.99 %
Admin From Disaster Funds		-
Admin From HHRP	\$14,074.25	9.09 %

Totals: \$5,016,927.49 189 \$0.00 \$0.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$4,580,233.00
Program Income (Interest)	\$145,973.50
Program Income (Payments)	\$136,288.51
Recaptured Funds	\$0.00
Disaster Funds	
HHRP Funds	\$154,816.79
Carryover funds from previous year	\$0.00
Total:	\$5,017,311.80

*** Carry Forward to Next Year: \$384.31**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	461	494	621	814	1,007
VLI	768	823	988	1,141	1,273
LOW	1,228	1,316	1,580	1,825	2,036
MOD	1,845	1,977	2,373	2,740	3,057
Up to 140%	2,152	2,306	2,768	3,197	3,566

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$4,530,716.84	79.40%
Public Moneys Expended	\$192,000.00	3.36%
Private Funds Expended	\$483,277.00	8.47%
Owner Contribution	\$500,000.00	8.76%
Total Value of All Units	\$5,705,993.84	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$3,816,243.21	\$4,580,233.00	83.32%	65%
Construction / Rehabilitation	\$4,310,887.21	\$4,580,233.00	94.12%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *	Totals of Percentages
Extremely Low	\$318,491.71	6.35%	EL+VL: 30.73%
Very Low	\$1,223,313.02	25.16%	
Low	\$2,172,850.76	43.31%	
Moderate	\$816,061.35	16.26%	EL+VL+L: 74.04%
Over 120%-140%	\$.00	.00%	
Totals: \$4,530,716.84		92.20%	

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$.00	0	\$318,491.71	26	\$318,491.71	26
Very Low	\$584,644.00	9	\$638,669.02	71	\$1,223,313.02	80
Low	\$1,978,250.00	20	\$194,600.76	34	\$2,172,850.76	54
Moderate	\$690,000.00	7	\$126,061.35	22	\$816,061.35	29
Over 120%-140%	\$.00	0	\$.00	0	\$.00	0
Totals:	\$3,252,894.00	36	\$1,277,822.84	153	\$4,530,716.84	189

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 121-140%	Total
Purchase Assistance	Sanford		1	8	3		12
Purchase Assistance	Winter Springs			2			2
Purchase Assistance	Altamonte Springs			2	1		3
Purchase Assistance	Fern Park			1			1
Purchase Assistance	unincorporated			7	2		9
Purchase Assistance	Chuluota				1		1
Rental New Construction	Altamonte Springs		8				8
Minor Home Repair	Sanford	4	16	2			22
Minor Home Repair	Altamonte Springs	5	4				9
Minor Home Repair	Oviedo		5				5
Minor Home Repair	Casselberry	3	4	1			8
Minor Home Repair	Longwood	1	3				4
Minor Home Repair	Lake Mary	1					1
Minor Home Repair	Winter Springs	1		1	2		4

Minor Home Repair	Winter Park			1			1
Minor Home Repair	Unincorporated	1	1				2
Disaster Recovery Assistance	Sanford			1	1		2
Disaster Recovery Assistance	Maitland				1		1
Disaster Recovery Assistance	Altamonte Springs	1		1	1		3
Disaster Recovery Assistance	Oviedo		1		1		2
Disaster Recovery Assistance	Longwood	1		1	1		3
Rental Assistance	Sanford		6	8	2		16
Rental Assistance	Altamonte Springs		4	3	5		12
Rental Assistance	Chuluota			1			1
Rental Assistance	Oviedo				1		1
Rental Assistance	Fern Park		2				2
Rental Assistance	Longwood				1		1
Rental Assistance	Winter Springs				1		1
Deposit Assistance	Casselberry		1	2			3
Deposit Assistance	Sanford	6	14	6	3		29
Deposit Assistance	Longwood	1	1		1		3
Deposit Assistance	Altamonte Springs		3	3	1		7
Deposit Assistance	Oviedo		2	1			3
Deposit Assistance	Winter Springs		1	2			3
Deposit Assistance	Lake Mary	1	1				2
Deposit Assistance	Fern Park		2				2
Totals:		26	80	54	29		189

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance	Sanford		7	4	1	12
Purchase Assistance	Winter Springs		2			2
Purchase Assistance	Altamonte Springs			2	1	3
Purchase Assistance	Fern Park		1			1
Purchase Assistance	unincorporated		6	3		9
Purchase Assistance	Chuluota		1			1
Rental New Construction	Altamonte Springs	1	2	4	1	8
Minor Home Repair	Sanford		1	8	13	22
Minor Home Repair	Altamonte Springs		1	4	4	9

Minor Home Repair	Oviedo			2	3	5
Minor Home Repair	Casselberry		1	2	5	8
Minor Home Repair	Longwood			1	3	4
Minor Home Repair	Lake Mary				1	1
Minor Home Repair	Winter Springs		1	1	2	4
Minor Home Repair	Winter Park		1			1
Minor Home Repair	Unincorporated			1	1	2
Disaster Recovery Assistance	Sanford		1	1		2
Disaster Recovery Assistance	Maitland			1		1
Disaster Recovery Assistance	Altamonte Springs		1		2	3
Disaster Recovery Assistance	Oviedo				2	2
Disaster Recovery Assistance	Longwood			2	1	3
Rental Assistance	Sanford	1	10	5		16
Rental Assistance	Altamonte Springs	1	8	3		12
Rental Assistance	Chuluota		1			1
Rental Assistance	Oviedo			1		1
Rental Assistance	Fern Park		1	1		2
Rental Assistance	Longwood		1			1
Rental Assistance	Winter Springs		1			1
Deposit Assistance	Casselberry		2	1		3
Deposit Assistance	Sanford	2	13	11	3	29
Deposit Assistance	Longwood			3		3
Deposit Assistance	Altamonte Springs	1	4	2		7
Deposit Assistance	Oviedo		3			3
Deposit Assistance	Winter Springs		3			3
Deposit Assistance	Lake Mary		1	1		2
Deposit Assistance	Fern Park		1	1		2
Totals:		6	75	65	43	189

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Purchase Assistance	Sanford	7	5		12
Purchase Assistance	Winter Springs	1	1		2
Purchase Assistance	Altamonte Springs	2	1		3
Purchase Assistance	Fern Park	1			1

Purchase Assistance	unincorporated		9		9
Purchase Assistance	Chuluota		1		1
Rental New Construction	Altamonte Springs	4	4		8
Minor Home Repair	Sanford	15	7		22
Minor Home Repair	Altamonte Springs	5	3	1	9
Minor Home Repair	Oviedo	1	4		5
Minor Home Repair	Casselberry	2	5	1	8
Minor Home Repair	Longwood	3	1		4
Minor Home Repair	Lake Mary	1			1
Minor Home Repair	Winter Springs		3	1	4
Minor Home Repair	Winter Park		1		1
Minor Home Repair	Unincorporated	1	1		2
Disaster Recovery Assistance	Sanford	1	1		2
Disaster Recovery Assistance	Maitland	1			1
Disaster Recovery Assistance	Altamonte Springs	1	2		3
Disaster Recovery Assistance	Oviedo		2		2
Disaster Recovery Assistance	Longwood	2	1		3
Rental Assistance	Sanford	4	10	2	16
Rental Assistance	Altamonte Springs	7	5		12
Rental Assistance	Chuluota		1		1
Rental Assistance	Oviedo		1		1
Rental Assistance	Fern Park	1	1		2
Rental Assistance	Longwood			1	1
Rental Assistance	Winter Springs		1		1
Deposit Assistance	Casselberry	1	2		3
Deposit Assistance	Sanford	6	20	3	29
Deposit Assistance	Longwood	1	2		3
Deposit Assistance	Altamonte Springs	3	4		7
Deposit Assistance	Oviedo		2	1	3
Deposit Assistance	Winter Springs		2	1	3
Deposit Assistance	Lake Mary	1	1		2
Deposit Assistance	Fern Park	1		1	2
Totals:		73	104	12	189

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Purchase Assistance	Sanford	2	3	7				12
Purchase Assistance	Winter Springs	2						2
Purchase Assistance	Altamonte Springs	2	1					3
Purchase Assistance	Fern Park			1				1
Purchase Assistance	unincorporated		4	5				9
Purchase Assistance	Chuluota			1				1
Rental New Construction	Altamonte Springs	5	2	1				8
Minor Home Repair	Sanford	5	14	2		1		22
Minor Home Repair	Altamonte Springs	1	5	3				9
Minor Home Repair	Oviedo	2		3				5
Minor Home Repair	Casselberry	3	2	3				8
Minor Home Repair	Longwood	2		2				4
Minor Home Repair	Lake Mary	1						1
Minor Home Repair	Winter Springs	3	1					4
Minor Home Repair	Winter Park			1				1
Minor Home Repair	Unincorporated	2						2
Disaster Recovery Assistance	Sanford	2						2
Disaster Recovery Assistance	Maitland	1						1
Disaster Recovery Assistance	Altamonte Springs	3						3
Disaster Recovery Assistance	Oviedo	1		1				2
Disaster Recovery Assistance	Longwood	3						3
Rental Assistance	Sanford	3	10	1			2	16
Rental Assistance	Altamonte Springs	1	8	1			2	12
Rental Assistance	Chuluota	1						1
Rental Assistance	Oviedo		1					1
Rental Assistance	Fern Park	1	1					2
Rental Assistance	Longwood						1	1
Rental Assistance	Winter Springs		1					1
Deposit Assistance	Casselberry		2			1		3
Deposit Assistance	Sanford	4	22	2			1	29
Deposit Assistance	Longwood		2				1	3
Deposit Assistance	Altamonte Springs		7					7
Deposit Assistance	Oviedo	1	1				1	3

Deposit Assistance	Winter Springs		2	1				3
Deposit Assistance	Lake Mary		2					2
Deposit Assistance	Fern Park	1		1				2
Totals:		52	91	36		2	8	189

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Purchase Assistance	Sanford			1	1
Purchase Assistance	Winter Springs				0
Purchase Assistance	Altamonte Springs			1	1
Purchase Assistance	Fern Park				0
Purchase Assistance	unincorporated				0
Purchase Assistance	Chuluota				0
Rental New Construction	Altamonte Springs			1	1
Minor Home Repair	Sanford			13	13
Minor Home Repair	Altamonte Springs			4	4
Minor Home Repair	Oviedo			4	4
Minor Home Repair	Casselberry			5	5
Minor Home Repair	Longwood			3	3
Minor Home Repair	Lake Mary			1	1
Minor Home Repair	Winter Springs			2	2
Minor Home Repair	Winter Park				0
Minor Home Repair	Unincorporated			1	1
Disaster Recovery Assistance	Sanford				0
Disaster Recovery Assistance	Maitland			1	1
Disaster Recovery Assistance	Altamonte Springs			2	2
Disaster Recovery Assistance	Oviedo			2	2
Disaster Recovery Assistance	Longwood			1	1
Rental Assistance	Sanford		4		4
Rental Assistance	Altamonte Springs		3		3
Rental Assistance	Chuluota				0
Rental Assistance	Oviedo				0
Rental Assistance	Fern Park		1		1
Rental Assistance	Longwood				0

Rental Assistance	Winter Springs				0
Deposit Assistance	Casselberry		2		2
Deposit Assistance	Sanford		24	2	26
Deposit Assistance	Longwood		3		3
Deposit Assistance	Altamonte Springs		6		6
Deposit Assistance	Oviedo		3		3
Deposit Assistance	Winter Springs		2		2
Deposit Assistance	Lake Mary		2		2
Deposit Assistance	Fern Park		2		2
Totals:			52	44	96

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Purchase Assistance	first responder	122,000.00	1
Rental New Construction	Educator/School Employee	61,813.50	1
Disaster Recovery Assistance	Educator/School Employee	19,307.00	2
Disaster Recovery Assistance	school employee	16,125.00	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Adopted	2022
Ongoing review process		Required	Adopted	2022

Support Services

The County partnered with HELP, Inc CDC to provide first-time homebuyers with needed counseling and mortgage readiness. CDC helps SHIP DPA applicant complete the application packet for assistance and maintains the waiting list. Homeowners being assisted with Emergency Repair funds or Rehabilitation funds work with County staff to learn about the SHIP program. Homeowners sign an agreement documenting the program requirements. SHIP funds are used for supportive services to low-income households that meet the program guidelines for eviction prevention and deposit assistance.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

The annual report was made available to the public for comment at no cost (hard or digital format). A display advertisement was published in the Orlando Sentinel on March 29, 2026. Comments were accepted until April 12, 2026. In addition, the SHIP APR will be presented to the Board of County Commissioners on April 28, 2026 at a public commission meeting. The public will be given the opportunity to comment on the agenda item. Any comments received will be forwarded to the FHFC.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **0**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **0**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.00**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0.00**

Strategies and Production Costs

Strategy	Average Cost
Deposit Assistance	\$2,553.07
Disaster Recovery Assistance	\$13,186.25
Disaster Recovery Assitance	\$8,880.00
Minor Home Repair	\$16,379.48
Purchase Assistance	\$98,508.93
Rental Assistance	\$2,560.89
Rental New Construction	\$61,830.50

Expended Funds

Total Unit Count: **189**

Total Expended Amount: **\$4,530,716.84**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Purchase Assistance	Christian Butler	1705 W 15th St	Sanford	32771	\$45,000.00	
Purchase Assistance	Gerald Rondon	4771 Richard Allen St	Sanford	32771	\$70,000.00	

Purchase Assistance	Hayley Huffman	2218 Randall St	Sanford	32771	\$80,000.00	
Purchase Assistance	Gwendolyn Cantrell-Frank	2224 Randall St	Sanford	32771	\$90,000.00	
Purchase Assistance	Indalecia Gutierrez-Duenas	104 N Sunland Dr	Sanford	32773	\$112,000.00	
Purchase Assistance	Alana Sullivan	120 Rhoden Lane	Winter Springs	32708	\$107,500.00	
Purchase Assistance	Helena Crossman	626 Pearl Road	Winter Springs	32708	\$122,000.00	
Purchase Assistance	Joy Schaffer	711 Swan Lane	Altamonte Springs	32701	\$130,000.00	
Purchase Assistance	Jenny Ortega	211 Palm	Sanford	32771	\$123,850.00	
Purchase Assistance	Ilana Solomon	2935 Greenwood Springs	Altamonte Springs	32714	\$117,350.00	
Purchase Assistance	Fernando Aquilar-Guevarez	489 Meadowood Blvd	Fern Park	32730	\$130,000.00	
Purchase Assistance	Betzaida Lazu	1727 Alexander Ave	Sanford	32771	\$80,000.00	
Purchase Assistance	Brayahna Glenn	1711 Alexander	Sanford	32771	\$80,000.00	
Purchase Assistance	Lacie Brisbon	1719 Alexander Ave	Sanford	32771	\$80,000.00	
Purchase Assistance	Jaylon Hernandez Lee	1735 Alexander	Sanford	32771	\$80,000.00	
Purchase Assistance	Victor Ortiz	1703 Alexander	Sanford	32771	\$80,000.00	
Purchase Assistance	Lauren Agosto	534 Wilton Circle	Sanford	32771	\$110,800.00	
Purchase Assistance	Alexia Beauchamp	329 Kantor Blvd	Casselberry	32707	\$120,000.00	
Purchase Assistance	Alba Rodriguez Pietri	2943 Truman Blvd	Sanford	32771	\$129,750.00	
Purchase Assistance	Jerold Negron Gonzalez	310 Velveteen Place	Chuluota	32766	\$120,000.00	
Purchase Assistance	Erick Wolliston	887 Great Bend Rd	Altamonte Springs	32714	\$120,000.00	
Purchase Assistance	Kamiya Moore	1303 W 12TH	Sanford	32771	\$80,000.00	
Purchase Assistance	Wilnise Pierre	569 Sanford Ave	altamonte Springs	32714	\$80,000.00	
Purchase Assistance	Torrie Anthony	565 Sanford Ave	altamonte Springs	32714	\$70,000.00	
Purchase Assistance	Veronica Ruiz	610 Camelia Court	Sanford	32771	\$70,000.00	
Purchase Assistance	Gadiel Sanches-Fuestes	102 N Hampton Court	Sanford	32773	\$120,000.00	

Purchase Assistance	Diva Soares	704 Beverly Avenue	Altamonte Springs	32714	\$130,000.00	
Purchase Assistance	Carrie Hipps	1602 Mulberry Ave	Sanford	32771	\$80,000.00	
Rental New Construction	Adajha Hawkins	1000 Merritt St #315	Altamonte Springs	32714	\$61,813.50	
Rental New Construction	Nelida Burgos	1000 Merritt St #107	Altamonte Springs	32714	\$61,813.50	
Rental New Construction	Deanna Tirado	1000 Merritt St #118	Altamonte Springs	32714	\$61,813.50	
Rental New Construction	Genesis Morell	1000 Merritt St #112	Altamonte Springs	32714	\$61,813.50	
Rental New Construction	Jazmine Santiago	1000 Merritt St #211	Altamonte Springs	32714	\$61,813.50	
Rental New Construction	Jose Perez	1000 Merritt St #1111	Altamonte Springs	32714	\$61,813.50	
Rental New Construction	Kenyata Brown	1000 Merritt St. #109	Altamonte Springs	32714	\$61,949.50	
Rental New Construction	Sonia Williams	1000 Merritt St #108	Altamonte Springs	32714	\$61,813.50	
Minor Home Repair	Nancy Davis	308 S Sunland Dr	Sanford	32773	\$15,000.00	
Minor Home Repair	Pamela Giovanelli	1801 S Cedar Ave	Sanford	32771	\$19,910.00	
Minor Home Repair	Teolinda Ogando	341 Trinity Ave	Altamonte Springs	32714	\$16,890.00	
Minor Home Repair	Lashanda Jamison	1407 W 17th St	Sanford	32771	\$17,896.50	
Minor Home Repair	Jorge Principe	3812 Heritage Oaks Ct	Oviedo	32765	\$14,877.13	
Minor Home Repair	Jabren Williams	1504 W 8th St	Sanford	32771	\$19,890.00	
Minor Home Repair	Thomas Blackmon	919 E Elm St	Sanford	32771	\$12,131.45	
Minor Home Repair	Beth Wellman	1042 Silicox Branch	Oviedo	32765	\$18,366.45	
Minor Home Repair	Martha Garzon	526 Bristol Dr	Altamonte Springs	32714	\$12,978.95	
Minor Home Repair	Linwood Kornegay	4 Heritage Cove Ct	Casselberry	32707	\$18,526.45	
Minor Home Repair	Carol Angry	134 Salem St	Altamonte Springs	32701	\$18,960.00	
Minor Home Repair	Cassandra Nelson	1247 Merritt St	Altamonte Springs	32701	\$13,807.33	
Minor Home Repair	Richard Zatorski	2450 Pleasant Drive	Longwood	32779	\$15,046.45	
Minor Home Repair	Vinnie Aikens	102 Bob Thomas Circle	Sanford	32771	\$18,147.73	
Minor Home Repair	Diane Oehler	544 Club Ct	Lake Mary	32746	\$14,609.45	
Minor Home Repair	Tanisha Pendelton	1403 Mara Ct	Sanford	32771	\$13,141.45	

Minor Home Repair	Wayne Thomas	196 Jackson St	Altamonte Springs	32701	\$18,261.45	
Minor Home Repair	Rosalyn Hampton	2465 E 20th St	Sanford	32771	\$16,071.45	
Minor Home Repair	Garry Toone	221 Carriage Hill Dr	Casselberry	32707	\$12,442.45	
Minor Home Repair	Kentera Canty	123 Sand Pine Circle	Sanford	32773	\$12,401.95	
Minor Home Repair	Diane Morain	789 Blueberry Court	Altamonte Springs	32714	\$19,982.00	
Minor Home Repair	Ana Ojanuga	1116 Winter Springs Blvd	Winter Springs	32708	\$19,850.00	
Minor Home Repair	JoAnne Dovale	125 E Woodland Dr	Sanford	32771	\$16,981.45	
Minor Home Repair	Denis Kanelakis	1003 E Pebble Beach Cir	Winter Springs	32708	\$18,211.93	
Minor Home Repair	Nikeia Jean	117 Desoto Ave	Altamonte Springs	32701	\$13,932.98	
Minor Home Repair	Louis Strassel	195 Ringwood Dr	Winter Springs	32708	\$17,924.73	
Minor Home Repair	Miguel Ghersy	1321 Windsor Lake Cir	Sanford	32771	\$17,388.48	
Minor Home Repair	Diana Castano	135 Des Pinas Lane	Longwood	32750	\$10,392.57	
Minor Home Repair	Manuel DeSilva	306 Brixham Harbor	Longwood	32779	\$19,955.54	
Minor Home Repair	Johnnie Williams	2471 Church St	Sanford	32771	\$18,977.73	
Minor Home Repair	Marilyn Gomez	506 W Helm Way	Casselberry	32707	\$16,221.45	
Minor Home Repair	Stacy Baldwin	404 N Gregory Ave	Casselberry	32707	\$16,851.45	
Minor Home Repair	Rosalind Jackson	1911 Chase Ave	Sanford	32771	\$17,471.45	
Minor Home Repair	Rosemary Hillery/Cosby	3230 Main St	Sanford	32771	\$18,792.73	
Minor Home Repair	Jose Ghersy	7708 Contry Place #7A	Winter Park	32707	\$17,997.95	
Minor Home Repair	Nilda Gonzalez	1005 Horn Beam St	Oviedo	32765	\$13,274.45	
Minor Home Repair	Rosemary Shepard	1971 Sipes Ave	Sanford	32771	\$19,793.50	
Minor Home Repair	Bettye Dorman	1008 E 7th	Sanford	32771	\$19,750.00	
Minor Home Repair	Paulette Change	562 Rochester St	Oviedo	32765	\$16,886.95	
Minor Home Repair	Luis Montalvo	2766 Trommel Way	Sanford	32771	\$13,580.45	
Minor Home Repair	Janet Hall	7451 Colonial Ct	Sanford	32771	\$15,735.96	
Minor Home Repair	Paul Liebert	209 Cherry Hill Dr	Longwood	32779	\$19,740.00	

Minor Home Repair	Debra Jones	1435 Maura Ct	Sanford	32771	\$13,174.92	
Minor Home Repair	Cynthia Tillman	107 Rollins St	Sanford	32771	\$15,471.45	
Minor Home Repair	Kathleen Johnson	168 Country Club Circle	Sanford	32771	\$12,621.45	
Minor Home Repair	Tracy Baker	1083 Hunt Rd	Longwood	32750	\$19,780.00	
Minor Home Repair	Elizabeth Garcia	1220 Queen Elaine Dr	Casselberry	32707	\$15,980.00	
Minor Home Repair	Beda Kantarjian	99 Hickory Tree Rd	Longwood	32750	\$17,296.45	
Minor Home Repair	Sakinah Bond	215 Cadillac Court	Altamonte Springs	32701	\$19,790.00	
Minor Home Repair	Carole Jackson	234 Wilshire Dr	Casselberry	32707	\$14,432.73	
Minor Home Repair	Catherine Hanley	128 Valmora Dr	Casselberry	32707	\$10,500.00	
Minor Home Repair	Tamela Mitchell	910 Lake Destiny Rd #D	Altamonte Springs	32714	\$8,760.00	
Minor Home Repair	Leslie Martinez	887 N Jerico Dr	Casselberry	32707	\$18,843.28	
Minor Home Repair	Desiree Mercado	501 Hampshire Ln	Oviedo	32765	\$14,700.00	
Minor Home Repair	Lauren Hunter	3781 Biscayne Dr	Winter Springs	32708	\$19,950.00	
Minor Home Repair	Elizabeth Williams	2461 Center St	Sanford	32771	\$16,900.00	
Disaster Recovery Assistance	Melinda Hall	606 Osceola Drive	Sanford	32773	\$750.00	
Disaster Recovery Assistance	Fred Cantor	2458 Castlewood Rd	Maitland	32751	\$8,880.00	
Disaster Recovery Assistance	Lawrence Hars	1014 Terry Drive	Altamonte Springs	32714	\$18,173.81	
Disaster Recovery Assistance	Nathaniel Kurt Dowd	140 Eileen Avenue	Altamonte Springs	32714	\$3,848.77	
Disaster Recovery Assistance	Timothy Gordon	429 Fairfield Drive	Sanford	32771	\$9,966.00	
Disaster Recovery Assistance	Evelyn Rosenberg	3090 Hidden River Court	Oviedo	32766	\$11,584.81	
Disaster Recovery Assistance	Myrna Sosa	148 Eastern Fork	Longwood	32750	\$18,557.00	
Disaster Recovery Assistance	James Selph	181 N Oleander	Longwood	32750	\$13,616.45	
Disaster Recovery Assistance	Andrew Gigle	117 Dahlia Dr	Altamonte Springs	32714	\$16,125.00	
Disaster Recovery Assistance	Elizabeth Hamiltion	113 Tomahawk Trl	Longwood	32750	\$19,325.20	
Disaster Recovery Assistance	Elsa Pomaes	2771 Joseph Circle	Oviedo	32765	\$19,915.50	
Rental Assistance	Khadijah Carter	1414 Old England Loop	Sanford	32771	\$2,404.00	

Rental Assistance	Eulicia Wright	692 Altamira Cr #307	Altamonte Springs	32701	\$1,776.10	
Rental Assistance	Martell Campbell	2370 Randall St	Sanford	32771	\$1,655.00	
Rental Assistance	Miracle Snell	287 Loraine Dr #334	Altamonte Springs	32714	\$1,100.00	
Rental Assistance	Victor Maldonado	825 Ravens Cir #306	Altamonte Springs	32714	\$1,033.00	
Rental Assistance	Antquanasha Wesley	2530 Georgia Ave #B	Sanford	32771	\$1,575.00	
Rental Assistance	Christiane Barnes	805 Renaissance Pointe #202	Altamonte Springs	32714	\$1,650.02	
Rental Assistance	Alexandra McMillan	550 Hattaway Dr #38	Altamonte Springs	32701	\$4,414.66	
Rental Assistance	Christine Herrera	924 Rosecliff Circle	Sanford	32772	\$1,323.00	
Rental Assistance	Destiny Seaman	522 Rosecliff Circle	Sanford	32773	\$1,481.69	
Rental Assistance	Chantel Stevens	259 Petunia Terr #305	Sanford	32771	\$4,090.85	
Rental Assistance	Keely McBratney	371 1st Street	Chuluota	32766	\$4,036.99	
Rental Assistance	Lisa Drake	583 Calibre Crest Prkwy #103	Altamonte Springs	32714	\$2,349.38	
Rental Assistance	Latoya Bratcher	432 Condor Court	Altamonte Springs	32701	\$2,362.04	
Rental Assistance	Akalaia Rucker	4000 New Broad Cir #204	Oviedo	32765	\$3,000.00	
Rental Assistance	Celeste Soto	205 Tangerine Dr	Sanford	32771	\$5,000.00	
Rental Assistance	Edith Melin	529 Mandrake Cove #2	Fern Park	32730	\$1,921.00	
Rental Assistance	Ethel McQueen	4200 Begonia Cove #202	Sanford	32771	\$1,776.94	
Rental Assistance	Janisse Ramos	629 Dory Lane #201	Altamonte Springs	32714	\$1,605.00	
Rental Assistance	Joy Collins	405 Cedar Creek Cir	Sanford	32771	\$4,506.17	
Rental Assistance	Malissa Lofton	103 E Cumberland Cir	Longwood	32779	\$3,052.93	
Rental Assistance	Marlon McDonald	1886 Spring Pond Point #408	Winter Springs	32708	\$4,428.16	
Rental Assistance	Perisha Johnson	800 Ravens Circle #204	Altamonte Springs	32719	\$1,316.58	
Rental Assistance	Shaniece Edwards	334 WindChase Blvd	Sanford	32773	\$1,527.45	
Rental Assistance	Marcia King	1205 Fox Quarry Ln	Sanford	32773	\$1,893.00	
Rental Assistance	Catwinkle Campbell	900 E Airpirt Blvd #11	Sanford	32771	\$2,698.00	
Rental Assistance	Nova Moody	224 Maltese Cir #10	Fern Park	32730	\$2,183.90	
Rental Assistance	Shavon Brown	820 Camargo Way #302	Altamonte Springs	32714	\$2,537.92	

Rental Assistance	Syteria Martin	1444 Travertine Terr	Sanford	32771	\$4,915.00	
Rental Assistance	Magnus Thomasson	11206 Plantation Lakes Cir	Sanford	32771	\$4,031.18	
Rental Assistance	Bernard Embry	320 Los Altos Way	Altamonte Springs	32714	\$1,818.92	
Rental Assistance	Arthur Edwards	900 E airport Blvd #43	Sanford	32773	\$2,026.20	
Rental Assistance	Janet Randolph	822 Renaissance Pointe #303	Altamonte Springs	32714	\$1,639.53	
Rental Assistance	Alaysia Webster	845 Bella Verde Terr #207	Sanford	32771	\$3,940.54	
Deposit Assistance	Alane Hitchner	1345 A Lake Dr	Casselberry	32707	\$3,200.00	
Deposit Assistance	Daniel Ocasio	2814 Central Dr	Sanford	32773	\$1,113.00	
Deposit Assistance	Felicia McCloud	362 Cabana View Way	Sanford	32771	\$2,859.00	
Deposit Assistance	Marcedus Collins	700 E Airport Blvd #B-6	Sanford	32773	\$2,190.00	
Deposit Assistance	Bernard Miller	440 S Melonville Ave #8	Sanford	32771	\$1,075.00	
Deposit Assistance	Taja Vann	607 Maine Ct	Longwood	32750	\$1,200.00	
Deposit Assistance	Josie Jones	1605 W 25th St #704B	Sanford	32771	\$1,300.00	
Deposit Assistance	Kristin Pena	1311 Santa Barbara Dr #201	Sanford	32773	\$1,785.00	
Deposit Assistance	Phylicia Farrell	1701 W 13th St	Sanford	32771	\$1,690.00	
Deposit Assistance	Stephanie Mulberry	287 Loraine Dr #132	Altamonte Springs	32714	\$1,275.00	
Deposit Assistance	Lakeira Hall	285 Loraine Dr #317	Altamonte Springs	32714	\$1,275.00	
Deposit Assistance	Vivian Rivera	5011 Bayside Loop #109	Oviedo	32765	\$1,005.00	
Deposit Assistance	Misael Sosa	220 Moree Loop #1	Winter Springs	32810	\$3,190.00	
Deposit Assistance	Brittany Richardson	312 Maybeck Ct	Sanford	32771	\$2,940.00	
Deposit Assistance	Douglas Miller	1828 Lacy Lane	Sanford	2773	\$4,100.00	
Deposit Assistance	La'Myia Vallot	1309 Captiva	Sanford	32771	\$2,714.00	
Deposit Assistance	Simone Lewis	312 Altamonte Bay Club Cir #101	Altamonte Springs	32701	\$2,987.00	
Deposit Assistance	Samone Williams	430 Fontana Cir #212	Oviedo	32765	\$4,610.00	
Deposit Assistance	Charity Winfrey	1140 Castlewood Terr #110	Casselberry	32707	\$953.00	
Deposit Assistance	Katie Jones	1603 Oleander Ave	Sanford	32771	\$2,314.00	
Deposit Assistance	Lakemyonte Smith	314 Apaloosa Court	Sanford	32773	\$2,325.00	
Deposit Assistance	Darren Wade	4764 Cliveden Loop	Sanford	32773	\$4,388.00	
Deposit Assistance	Beverly Wright	310 Newlyn Lane #109	Sanford	32771	\$1,100.00	

Deposit Assistance	Tiffany Black	614 Kenwick Cr #202	Casselberry	32707	\$4,200.00	
Deposit Assistance	Deborah Olorunfemi	1800 S Mulberry Ave	Sanford	32771	\$3,200.00	
Deposit Assistance	Amani Peterson	1530 W 25th St #318	Sanford	32771	\$1,537.00	
Deposit Assistance	Valerie Zambrana	2612 El Portal Ave	Sanford	32773	\$3,326.00	
Deposit Assistance	Stephanie Dyer	2608 Grassy Pointe #106	Lake Mary	32746	\$2,798.00	
Deposit Assistance	Karesha Perry	1530 W 25th St #103	Sanford	32771	\$2,102.00	
Deposit Assistance	Tonia Harris	923 Willney Cir #923	Sanford	32771	\$900.00	
Deposit Assistance	Jalonee Hopkins	527 Willner Circle	Sanford	32771	\$2,288.00	
Deposit Assistance	Jaceva Cofield	1103 W 8th St	Sanford	32771	\$2,150.00	
Deposit Assistance	Kwaniqua Glenn	370 Springdale Dr	Altamonte Springs	32714	\$3,390.00	
Deposit Assistance	Marquita Gholar	2535 Mohawk Ave	Sanford	32771	\$4,608.67	
Deposit Assistance	Gary Evans	825 Maple Ave #133	Sanford	32771	\$3,400.00	
Deposit Assistance	Jessica Pagan	1505 W 25th St #418A	Sanford	32771	\$1,101.50	
Deposit Assistance	Alanis Williams	182 Linlake Cove	Oviedo	32765	\$2,017.31	
Deposit Assistance	Ashley Jessie	680 Jamestown Blvd	Altamonte Springs	32714	\$1,948.00	
Deposit Assistance	Britney Thompson	208 Villa Di Estes Terr#142	Lake Mary	32746	\$3,860.00	
Deposit Assistance	Charles Clay	2621 Orange Court	Longwood	32779	\$5,000.00	
Deposit Assistance	Hailee Hoisington	244 Maltese Cir #10	Fern Park	32730	\$4,791.00	
Deposit Assistance	Lashalonda Rouse	1608 W 12th St	Sanford	32771	\$3,580.00	
Deposit Assistance	Lydiaris Morales	3202 Orlando Dr #303	Sanford	32771	\$4,058.00	
Deposit Assistance	Roshelle Ravenel	651 MacDuff	Winter Springs	32708	\$3,620.00	
Deposit Assistance	Sandra Clark	305 Northlake #2004	Altamonte Springs	32701	\$1,683.00	
Deposit Assistance	Veronica Smith	347 Orange Ave #403	Longwood	32750	\$557.00	
Deposit Assistance	Yolanda Hudson	527 Willner Circle	Sanford	32771	\$3,187.00	
Deposit Assistance	Alexis Powell-Hudson	526 Camino Court	Altamonte Springs	32714	\$62.00	
Deposit Assistance	Alayza McCree	826 Willner Circle	Sanford	32771	\$2,222.00	
Deposit Assistance	Tremayne Lanier	160 Gardenridge Ct #300	Winter Springs	32708	\$2,669.00	
Deposit Assistance	Marcela Velazquez	202 St Johns Circle #100	Fern Park	32730	\$3,208.00	

Deposit Assistance	Nicholas Talbot	122 Carina Circle	Sanford	32773	\$3,708.00	
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Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Seminole County BCC	County Government	Administration	Administration	\$472,136.40

Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	\$136,288.51
Interest Earned:	\$145,973.50
Total:	\$282,262.01

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	0
Approved	0
Denied	0

Explanation of Recaptured funds

Description	Amount
Total:	\$0.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By
Banyan East Apartments	BDG Banyan East Town, LLC	551 Merritt Street	Altamonte Springs	32701	\$494,644.00	8	

Single Family Area Purchase Price

The average area purchase price of single family units:

Or

Not Applicable

Form 5

Special Needs Breakdown

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units	% of Allocation
1	Purchase Assistance	\$300,000.00	3			
5	Disaster Recovery Assistance	\$67,139.34	5			
5	Disaster Recovery Assitance	\$8,880.00	1			
6	Minor Home Repair	\$662,435.81	41			
13	Rental Assistance	\$7,926.20	4			
21	Rental New Construction	\$61,813.50	1			
23	Deposit Assistance	\$43,522.67	17			
	Total:	\$1,151,717.52	72			24.32%

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(1) Purchase Assistance	Receiving Social Security Disability Insurance	\$220,000.00	2		
(1) Purchase Assistance	Receiving Supplemental Security Income	\$80,000.00	1		
(21) Rental New Construction	Receiving Social Security Disability Insurance	\$61,813.50	1		
(6) Minor Home Repair	Receiving Social Security Disability Insurance	\$403,183.02	25		
(6) Minor Home Repair	Receiving Supplemental Security Income	\$212,602.40	13		
(6) Minor Home Repair	Survivor of Domestic Violence	\$16,981.45	1		
(6) Minor Home Repair	Person with Disabling Condition (not DD)	\$29,668.94	2		
(5) Disaster Recovery Assitance	Receiving Social Security Disability Insurance	\$8,880.00	1		
(5) Disaster Recovery Assistance	Receiving Social Security Disability Insurance	\$47,223.84	4		
(5) Disaster Recovery Assistance	Receiving Supplemental Security Income	\$19,915.50	1		
(13) Rental Assistance	Receiving Supplemental Security Income	\$5,900.00	3		
(13) Rental Assistance	Receiving Veterans Disability Benefits	\$2,026.20	1		
(23) Deposit Assistance	Receiving Supplemental Security Income	\$16,578.00	7		
(23) Deposit Assistance	Receiving Social Security Disability Insurance	\$18,959.67	7		

(23) Deposit Assistance	Survivor of Domestic Violence	\$2,985.00	2		
(23) Deposit Assistance	Receiving Veterans Disability Benefits	\$5,000.00	1		

Provide a description of efforts to reduce homelessness:

The County adopted the FY2022-2024 LHAP on May 24, 2022 and it outlined the administration of SHIP funds to tenants on the verge of being homeless. The Homelessness Prevention Strategy provides short term rental assistance. The Deposit Assistance Strategy provides much needed funding to renters in need of security deposit, utility deposit and one month rent assistance. The County's Emergency Solutions Grant (ESG) uses SHIP funds to leverage the federal program's required match.

Interim Year Data

Interim Year Data

Revenue	
State Annual Distribution	\$5,660,962.00
SHIP Disaster Funds	
HHRP Allocation	
Program Income	\$1,006,168.00
Total Revenue:	\$6,667,130.00

Expenditures/Encumbrances	
Program Funds Expended	\$2,659,282.31
Program Funds Encumbered	\$2,936,461.25
Total Administration Funds Expended	\$566,096.00
Total Administration Funds Encumbered	
Homeownership Counseling	\$75,000.00
Total Expenditures/Encumbrances:	\$6,236,839.56

Set-Asides		Percentage
65% Homeownership Requirement	\$5,517,583.72	97.47%
75% Construction / Rehabilitation	\$5,517,583.72	97.47%
30% Very Low Income Requirement	\$2,209,729.19	33.14%
60% Very Low + Low Income Requirements	\$5,256,050.63	78.84%
20% Special Needs Requirement	\$2,963,101.63	52.34%

LG Submitted Comments:

Edits made to the report by the LG resulted in report status being changed back to "Unsubmitted"

PUBLIC NOTICE
SEMINOLE COUNTY
COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ANNUAL PERFORMANCE REPORT FOR FISCAL YEAR 2022-2023
INVITATION FOR PUBLIC COMMENTS

Pursuant to Chapter 420-907 Part VII of the Florida State Statutes, the public is hereby advised, according to the reporting requirements of the State Housing Initiatives Partnership (SHIP) Program and Chapter 67-37 of the Florida Administrative Code, the SHIP Annual Performance Reports for Fiscal Years 2022-23, 2023-24, (as of June 30, 2025) will be submitted, for review, to the Florida Housing Finance Corporation on or before March 31, 2026. The Annual Performance Report will be available for public review and comment from Monday, March 30, 2026 through Monday, April 12, 2026 at the Seminole County Community Services Department, **520 W. Lake Mary Blvd., Suite 100, Sanford, FL 32773**, Monday through Friday from 8:00 am to 4:00 pm. The report will also be available on our website www.seminolecountyfl.gov/departments-services/community-services/. Comments may be mailed and/or delivered to the Seminole County Community Services Department at the above address, sent via email to tdiaz@seminolecountyfl.gov.

The FY2022-23 Annual Performance Report will be presented to the Seminole County Board of County Commissioners (BCC) on Tuesday, April 28, 2026 at 9:30 a.m. for approval. The meeting will be held at the Seminole County Services Building Commission Chambers 1101 E. 1st Street, Sanford, FL 32771. Public comments may be made in person during the BCC meeting.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE CLOSE OF THE PUBLIC HEARING AT (407) 665-7940. FOR HEARING IMPAIRED INDIVIDUALS, THE FLORIDA RELAY NUMBER IS 1-800-955-8771.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0272

Title:

Approve the Minor Plat for the Dunn Legacy Subdivision containing two (2) commercial lots on 1.12 acres zoned C-2 (General Commercial), located on the east side of N US Highway 17-92, south of Florida Ave, more particularly known as 531 and 541 N US Highway 17-92, Longwood, FL; (Dunamis Dunn, Applicant) District2 - Zembower (**Mike Rhodes, Interim Development Services Director**)

Division:

Development Services

Authorized By:

Mike Rhodes, Interim Development Services Director

Contact/Phone Number:

Hilary Padin/407-665-7331

Background:

In accordance with Section 35.152 of the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the minor plat for the Dunn Legacy Subdivision. The plat contains two (2) developed commercial lots on 1.12 acres. The subject site has a Mixed Development Future Land Use designation and an C-2 (General Commercial) zoning classification. The purpose of the proposed plat is to reconfigure the existing two (2) developed lots to provide adequate parking and establish legal access for each lot.

The property is located within the City of Longwood’s utility service area and is connected to public utilities for water; septic is currently utilized for wastewater. The proposed plat does not require a performance bond because infrastructure is not proposed.

The request represents the only minor plat for the parcel of record and meets the criteria of Section 35.122 SCLDC, as well as all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes.

Requested Action:

Staff requests the Board approve the Minor Plat for the Dunn Legacy Subdivision containing two (2) commercial lots on approximately 1.12 acres zoned C-2 (General Commercial), located on the east side of N US Highway 17-92, south of Florida Ave, more particularly known as 531 and 541 N US Highway 17-92, Longwood, FL.

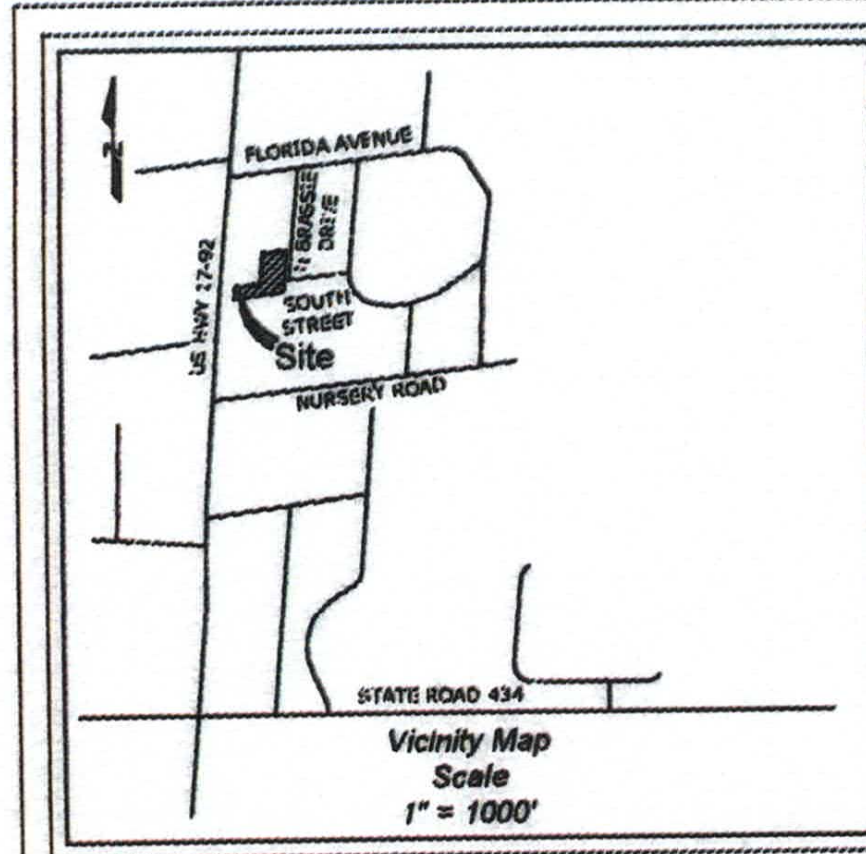


DUNN LEGACY MINOR PLAT
 531-541 N US HWY 17-92
 LONGWOOD, FL 32750
 PARCEL: 33-20-30-503-0000-018C &
 33-20-30-506-0000-0060

SEMINOLE COUNTY BCC
 APRIL 28, 2026

- R-1A
- R-1
- C-2





DUNN LEGACY

A REPLAY OF THE WESTERLY 300 FEET OF THE NORTHERLY 60.00 FEET OF LOT 18, ENTZINGER FARMS ADDITION NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 27, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THE EAST 1/2 OF LOTS 6 AND 7, BEASON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 85, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND A PORTION OF THAT UNNAMED 25 FOOT VACATED RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1264, PAGE 214, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

PLAT BOOK: _____ PAGE: _____

LEGAL DESCRIPTION

THE WESTERLY 300 FEET OF THE NORTHERLY 60.00 FEET OF LOT 18, ENTZINGER FARMS ADDITION NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 27, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THE EAST 1/2 OF LOTS 6 AND 7, BEASON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 85, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND A PORTION OF THAT UNNAMED 25 FOOT VACATED RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1264, PAGE 214, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, BEASON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 85, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BRASSIE DRIVE, THENCE WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH BRASSIE DRIVE, SOUTH 04°38'38" WEST, 259.00 FEET, TO THE NORTHEAST CORNER OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 210.00 FEET OF THE WESTERLY 300.00 FEET OF LOT 18, ENTZINGER FARMS ADDITION NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 27, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH BRASSIE DRIVE, AND WITH THE NORTHERLY LINE OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 210.00 FEET OF THE WESTERLY 300.00 FEET OF SAID LOT 18, SOUTH 83°17'08" WEST, 300.00 FEET, TO THE NORTHWEST CORNER OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 210.00 FEET OF THE WESTERLY 300.00 FEET OF SAID LOT 18, BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH U.S. HIGHWAY 17/92, AS SHOWN ON THAT FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 77010-2533; THENCE DEPARTING THE NORTHERLY LINE OF THE SOUTHERLY 150.00 FEET OF THE NORTHERLY 210.00 FEET OF THE WESTERLY 300.00 FEET OF SAID LOT 18, AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH U.S. HIGHWAY 17/92, NORTH 04°38'38" EAST, 72.75 FEET, TO THE CENTER LINE OF THAT UNNAMED 25' VACATED RIGHT-OF-WAY, AS SHOWN ON SAID BEASON SUBDIVISION; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH U.S. HIGHWAY 17/92, AND WITH THE CENTER LINE OF SAID UNNAMED VACATED RIGHT-OF-WAY, NORTH 83°17'08" EAST, 150.00 FEET, TO THE EASTERLY LINE OF THE WESTERLY 300.00 FEET OF SAID LOT 7, OF SAID BEASON SUBDIVISION; THENCE DEPARTING THE CENTER LINE OF SAID UNNAMED VACATED RIGHT-OF-WAY, AND WITH THE EASTERLY LINE OF THE WESTERLY 300.00 FEET OF SAID LOTS 6 & 7, NORTH 04°38'38" EAST, 186.25 FEET, TO THE SOUTHERLY LINE OF SAID LOT 5; THENCE DEPARTING THE EASTERLY LINE OF THE WESTERLY 300.00 FEET OF SAID LOT 6, AND WITH THE SOUTHERLY LINE OF SAID LOT 5, NORTH 83°17'08" EAST, 150.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 48,787.76 SQUARE FEET OR 1.12 ACRES, MORE OR LESS.

TITLE NOTES

THE PROPERTY INFORMATION REPORT WAS PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED OCTOBER 13, 2025, FATIC FILE NO. 110838150. THE FOLLOWING SCHEDULE ITEMS RELATED TO THE LANDS SHOWN ON THIS PLAT ARE LISTED BELOW.

E. UNDERLYING RIGHTS OF WAY, EASEMENTS OR PLATS AFFECTING SAID PROPERTY ARE AS FOLLOWS:

ENTZINGER FARMS ADDITION NO. 3, AS RECORDED IN PLAT BOOK 6 PAGE 27, AFFECTS; NOTHING TO SHOWN ON PLAT.

BEASON SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 85 AFFECTS; NOTHING TO SHOWN ON PLAT.

EASEMENT RESERVATION CONTAINED IN THE QUIT CLAIM DEED RECORDED IN O.R. BOOK 1618, PAGE 1747 AFFECTS; SHOWN ON PLAT.

GRANT OF EASEMENT RECORDED IN O.R. BOOK 1618, PAGE 1748 AFFECTS; SHOWN ON PLAT.

DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN O.R. BOOK 1204, PAGE 216, AFFECTS; BLANKET.

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF N U.S. HIGHWAY 17/92, BEING NORTH 04°38'38" EAST, BASED ON GPS (GLOBAL POSITIONING SYSTEM) OBSERVATIONS USING RTK (REAL-TIME KINEMATIC) SURVEY METHODS (BASE STATION, CONTROLLER, & ROVER) - STATE PLANE, COORDINATES FLORIDA EAST ZONE 0901 - NAD (NORTH AMERICAN DATUM) 83
 - ALL LOT CORNERS SHOWN HEREON ARE TO BE SET IN ACCORDANCE WITH CHAPTER 177.001 (9) FLORIDA STATUTES.
 - DIMENSIONS ARE SHOWN IN US SURVEY FEET AND DECIMALS THEREOF
 - ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
 - ANY GRANTING OF EASEMENTS TO SEMINOLE COUNTY DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
 - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Ireland & Associates
Surveying, Inc.

Patrick E. Ireland, PLS 003728 1000
800 Curranway Circle, Suite 1000
Lakeland, Florida 32744
www.irelandsurveying.com
Office-407.678.3366
Fax-407.320.8165

IN WITNESS WHEREOF, JBR GINGER LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 2nd DAY OF Feb., 2026 A.D.

WITNESSES:
 SIGNATURE: [Signature] JBR GINGER LLC, A FLORIDA LIMITED LIABILITY COMPANY
 PRINTED NAME: Colin McLeod
 BY: [Signature]
 NAME: Simon Reichardt TITLE: Mgr
 SIGNATURE: [Signature]
 PRINTED NAME: Laurie Nickels

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
 COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 2nd DAY OF Feb, 2026, BY Simon Reichardt AS Mgr OF JBR GINGER LLC, A FLORIDA LIMITED LIABILITY COMPANY. THEY ARE PERSONALLY KNOWN TO ME OR HAS PRODUCED FL ID AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT: [Signature] **LAURIE JEAN NICKELS**
 PRINTED NAME, PRINTED OR STAMPED



IN WITNESS WHEREOF, F & P FINANCIAL, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 2nd DAY OF Feb, 2026 A.D.

WITNESSES:
 SIGNATURE: [Signature] F & P FINANCIAL, A FLORIDA LIMITED LIABILITY COMPANY
 PRINTED NAME: Colin McLeod
 BY: [Signature]
 NAME: Simon Reichardt TITLE: Mgr
 SIGNATURE: [Signature]
 PRINTED NAME: Laurie Nickels



CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
 COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 2nd DAY OF Feb, 2026, BY Simon Reichardt AS Mgr OF JBR GINGER LLC, A FLORIDA LIMITED LIABILITY COMPANY. THEY ARE PERSONALLY KNOWN TO ME OR HAS PRODUCED FL ID AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT: [Signature] **LAURIE JEAN NICKELS**
 PRINTED NAME, PRINTED OR STAMPED

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DUNN LEGACY DEDICATION

KNOW ALL BY THESE PRESENTS, that JBR GINGER LLC, a Florida Limited Liability Company, being the owner in fee simple of the lands described in the foregoing caption to this plat, without dedicating said lands and plot to the public or for any public use or benefit whatsoever, except as expressly stated herein, hereby dedicates said lands and plot for the uses and purposes herein expressed.

The 30' Off-Cross-Access & Utility Easement is owned by the owner of Lot 1 and is established by the Owner of Lot 2, and nothing shall be construed that preclude voluntary access through said Easement.

The owner does hereby grant to Seminole County the non-exclusive and perpetual right of ingress / egress & utility access over and across the 20' Off-Cross-Access & Utility Easement for governmental purposes, including but not limited to emergency medical and fire protection services, public safety, code enforcement, utilities, stormwater, planning and building review and inspection and for any other similar purposes.

The 10' Off-Duke Energy Utility Easement is dedicated to Duke Energy Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the _____ day of _____, 2026.

By: _____
 Print Name: _____
 Is: _____
 Witness: _____
 Print Name: _____
 Witness: _____
 Print Name: _____
 STATE OF FLORIDA
 COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____ of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____
 My Commission Expires _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY that on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

Chairman of the Board _____ Clerk of the Board _____
 Printed Name _____ Printed Name _____

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY that I have examined the foregoing plat and find that it complies with all the requirements of Chapter 177 Part 1, Florida Statutes, and was filed for record on _____.

at _____ File No. _____
 Clerk of the Circuit Court in and for Seminole County, Florida

CERTIFICATE OF COUNTY SURVEYOR

I have reviewed the Plat and find it to be in substantial conformity with Chapter 177 Part 1, Florida Statutes.

Raymond F. Phillips, L.S.#7015 Date _____
 Seminole County Surveyor

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

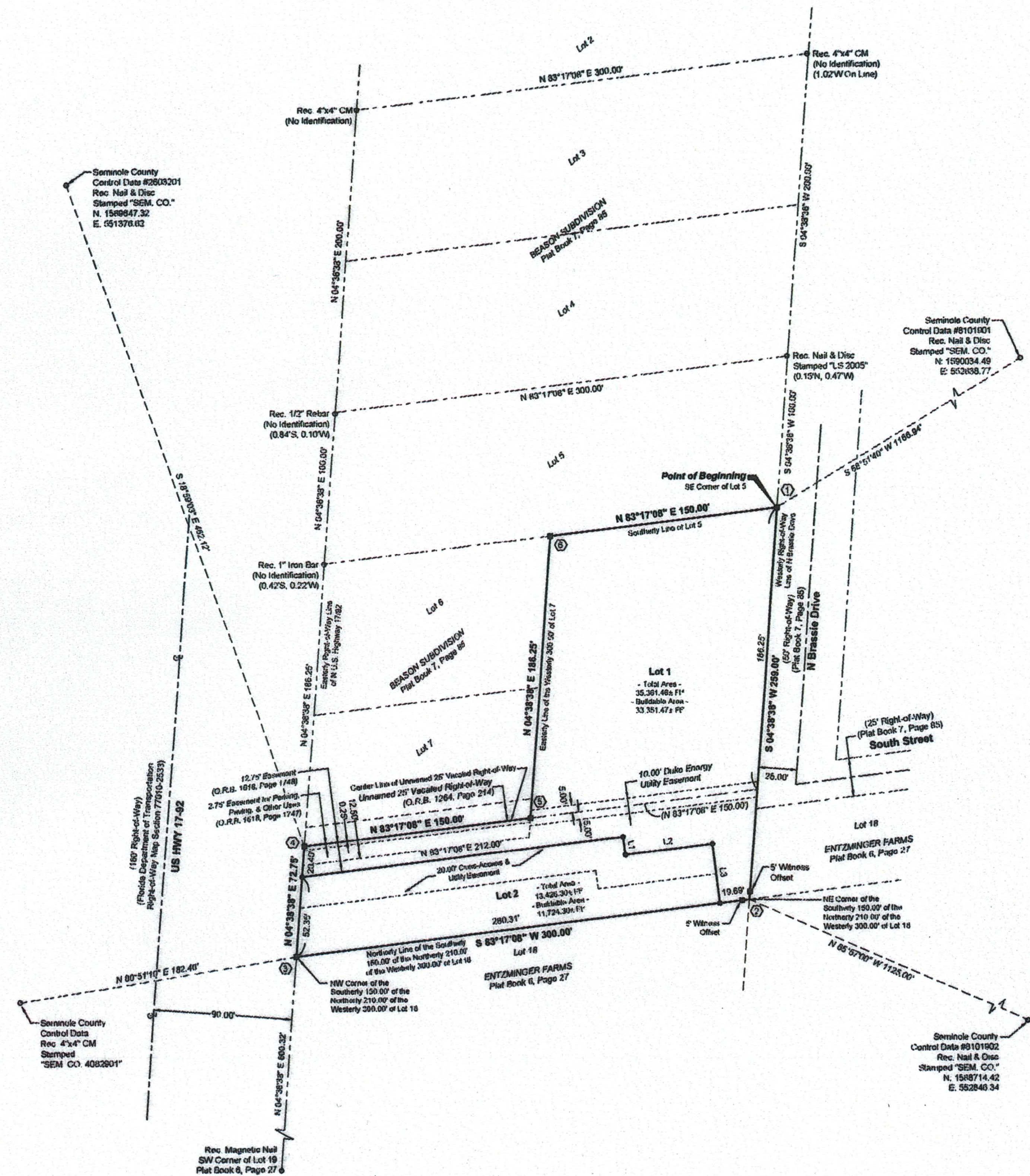
KNOW ALL BY THESE PRESENTS, that undersigned, being a professional surveyor and mapper that has prepared the foregoing plat and was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Florida Statutes, and that said land is located in the City of Ocala, Seminole County, Florida.

Dated: _____ Signed: _____
 Surveyor's Registration Number: _____ Printed Name: Ireland & Associates Surveying
 L.S.# 2003 _____ 800 Curranway Circle, Suite 1000
 Local Order's Certificate of Authentication Number: _____ Lakeland, Florida 32744

Sheet 2 of 2 - Legal Description, Dedication, and Notes
 Sheet 2 of 2 - Boundary Information, Geometry, and Legend

DUNN LEGACY

A REPLAT OF THE WESTERLY 300 FEET OF THE NORTHERLY 60.00 FEET OF LOT 18, ENTZINGER FARMS ADDITION NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 27, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THE EAST 1/2 OF LOTS 6 AND 7, BEASON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 85, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND A PORTION OF THAT UNNAMED 25 FOOT VACATED RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1264, PAGE 214, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

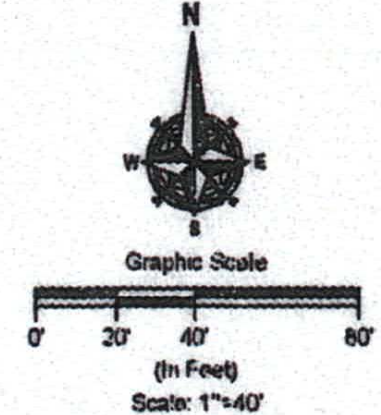


- Legend**
- ① - State Plane Coordinate Reference
 - - Found Control Point Unless Noted Otherwise
 - - Set 1/2" Rebar Stamped "LS 7023" Unless Noted Otherwise
 - - P.R.M. - Permanent Reference Monument - Set 4"x4" Concrete Monument Stamped "PRM LS 7023" Unless Noted Otherwise
 - PRM - Permanent Reference Monument
 - PSM - Professional Surveyor and Mapper
 - ⊕ - Centerline
 - CM - Concrete Monument
 - FP - Square Feet
 - LS - Licensed Business
 - LS - Licensed Surveyor
 - O.R.B. - Official Records Book

Ireland & Associates Surveying, Inc.
 Patrick E. Ireland, PLS 0631/24 7622
 800 Curryway Circle, Suite 1020
 Lake Mary, Florida 32746
 www.irelandassociates.com
 Office-407.678.3366
 Fax-407.320.8165

Point	Northing	Easting
1	1589431.05	051830.97
2	1589172.00	051010.00
3	1589137.82	051521.06
4	1589010.34	051538.95
5	1589227.87	051975.92
6	1589413.51	051091.03

Line	Bearing	Length
L1	S 00°42'52" E	12.00'
L2	N 83°17'08" E	28.00'
L3	S 00°42'52" E	30.32'





SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0328

Title:

Approve and authorize Chairman to execute the Interlocal Agreement between Seminole County and the City of Oviedo for the provision of Streetlighting along County Road 419 from Central Avenue (State Road 434) to Adeline B. Tinsley Way. District1 - Dallari (**Tawny Olore, Public Works Director**)

Division:

Public Works - Traffic Engineering

Authorized By:

Twany Olore, Public Works Director

Contact/Phone Number:

Charlie Wetzels/407-665-5686

Background:

The County and the City of Oviedo were parties in the State Road 426/Country Road 419 Phase 2 Widening Project, which included construction of fifty-nine (59) streetlights in the County right-of-way. These streetlights are connected to the Duke Energy power meter that is assigned to the City. The County intends to reimburse the City for the annual cost of power for the County streetlights.

The City will invoice the County for reimbursement and the first reimbursement shall cover the period from December 17, 2025 through September 30, 2026.

The Agreement will automatically extend for successive ten (10) year periods unless one party provides notice of termination at least one (1) year before the end of respective term.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Oviedo for the provision of Streetlighting along County Road 419 from Central Avenue (State Road 434) to Adeline B. Tinsley Way.

INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF OVIEDO FOR THE PROVISION OF STREETLIGHTING ALONG COUNTY ROAD 419 FROM CENTRAL AVENUE (STATE ROAD 434) TO ADELINE B. TINSLEY WAY.

THIS INTERLOCAL AGREEMENT is made and entered into by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as “**COUNTY**”), and the **CITY OF OVIEDO** a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (the “**CITY**”).

WITNESSETH:

WHEREAS, the **COUNTY** and the **CITY** were parties to the State Road 426/County Road 419 Phase 2 Widening project (Project) between Seminole County, the Florida Department of Transportation and the City of Oviedo; and

WHEREAS, the County Road 419 Widening Portion of the Project from State Road 426 to Adeline B Tinsley Way included the construction of fifty-nine (59) Streetlights in the **COUNTY** right-of-way as identified in Exhibit A; and

WHEREAS, the streetlights constructed in the **COUNTY** right-of-way and owned by the County are connected to a Duke Energy power meter that is assigned to the **CITY**; and

WHEREAS, the **COUNTY** intends to reimburse the **CITY** for the annual cost of power for the County streetlights; and

WHEREAS, a table documenting the method of calculation of the reimbursement amount on a monthly basis is provided in Exhibit B; and

WHEREAS, this Agreement serves a public purpose and is entered into pursuant to Chapter 125, 163, 166, Florida Statutes, and other applicable law.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Term. This Agreement shall become effective on the date it is fully executed by both parties (the “Effective Date”) and shall remain in effect through September 30, 2036. This Agreement will be automatically extended for successive ten (10) year periods unless one party provides notice of termination to the other at least one (1) year before the end of the respective term.

Section 3. COUNTY Responsibilities.

(a) Upon annual invoice by CITY to COUNTY, COUNTY shall reimburse CITY for the annual cost of power for the County streetlights shown in Exhibit A.

(b) COUNTY shall make payments of the invoice, unless objected to by COUNTY, within thirty (30) calendar days of receipt.

Section 4. CITY’s Responsibilities.

(a) CITY shall invoice COUNTY for reimbursement for the annual cost of power for the County streetlights shown in Exhibit A, utilizing the method of calculation of the reimbursement amount provided in Exhibit B.

(b) The first reimbursement invoice shall cover the period running from December 17, 2025 through September 30, 2026. Subsequent annual reimbursement invoices shall cover a one-year period running from October 1.

(c) Upon request by COUNTY, CITY shall provide copies of all power company invoices for the previous year from CITY power meter energizing COUNTY streetlights for review of COUNTY’s pro-rata share of billing.

(d) CITY shall cooperate with COUNTY in the review of any matters relating to the streetlight reimbursement.

Section 5. Disbursement of Funds by COUNTY.

(a) The total financial obligation of COUNTY under this Agreement is limited to reimbursement for legitimate and documented expenses consistent with the terms of this Agreement.

Section 6. Audits and Records. Both parties shall maintain all financial records and documents relating to this Agreement in accordance with Chapters 119 and Chapter 218, Florida Statutes (2025).

Section 7. Public Records Law. The parties acknowledge the obligations set forth in Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties further acknowledge that Chapter 119, controls the handling of the materials created under this Agreement, and shall control over the terms of this Agreement.

Section 8. Notices. Whenever either party desires to give notice to the other, it must be given by written notice and may be sent by electronic mail (to the email address provided below) or 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 and email address for giving notice will remain effective until changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places and email addresses for giving notice:

For COUNTY:

Tawny H. Olore, P.E., Director of Public Works
Public Works Department

100 E. 1st Street
Sanford, Florida 32771

Email Address: TOlore@seminolecountyfl.gov

For CITY OF OVIEDO:
Bryan Cobb, City Manager
400 Alexandria Blvd.
Oviedo, Florida 32765

Email Address: Bcobb@cityofoviedo.net

Section 9. 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 10. Modifications, Amendments, or Alterations. No modification, amendment, or alteration of 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 11. 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 arising under this Agreement will be in the courts of Seminole County, Florida.

Section 12. Severability. If a provision of this Agreement or the application thereof to any party or circumstance is held invalid, it is the intent of the parties that such invalidity shall not

affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are declared severable.

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

ATTEST:

CITY OF OVIEDO

ELIANNE RIVERA, City Clerk

By: _____
MEGAN SLADEK, Mayor

Date: _____

Approved as to form and legal sufficiency.

WADE VOSE, City Attorney

BOARD OF COUNTY COMMISSIONERS

ATTEST:

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** - County Road 419 County Streetlight Inventory
- **Exhibit B** - Table documenting method of calculation of reimbursement amount on monthly basis.

Exhibit A
 SR 426 / CR 419 Widening Phase 2: Street Lights
 County Inventory

Legend

- 37.5W
- ★ 137W: Mounting height 24 ft.
- ▲ 243W: Mounting height 24 ft.
- 137W: Mounting height 30 ft.
- ◆ 243W: Mounting height 30 ft.

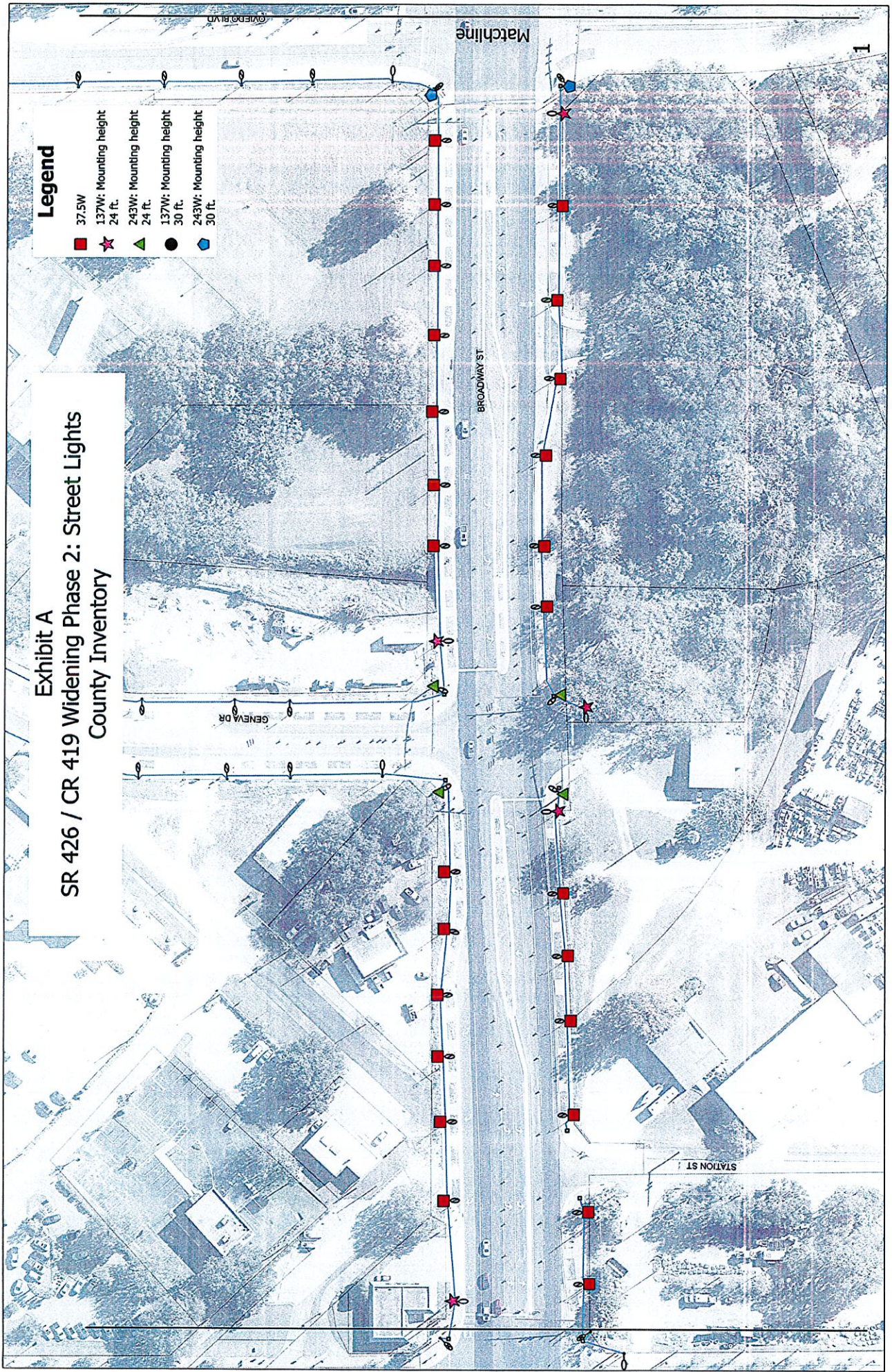


Exhibit A
SR 426 / CR 419 Widening Phase 2: Street Lights
County Inventory

Legend

- 37.5W
- ★ 137W: Mounting height 24 ft.
- ▲ 243W: Mounting height 24 ft.
- 137W: Mounting height 30 ft.
- 243W: Mounting height 30 ft.

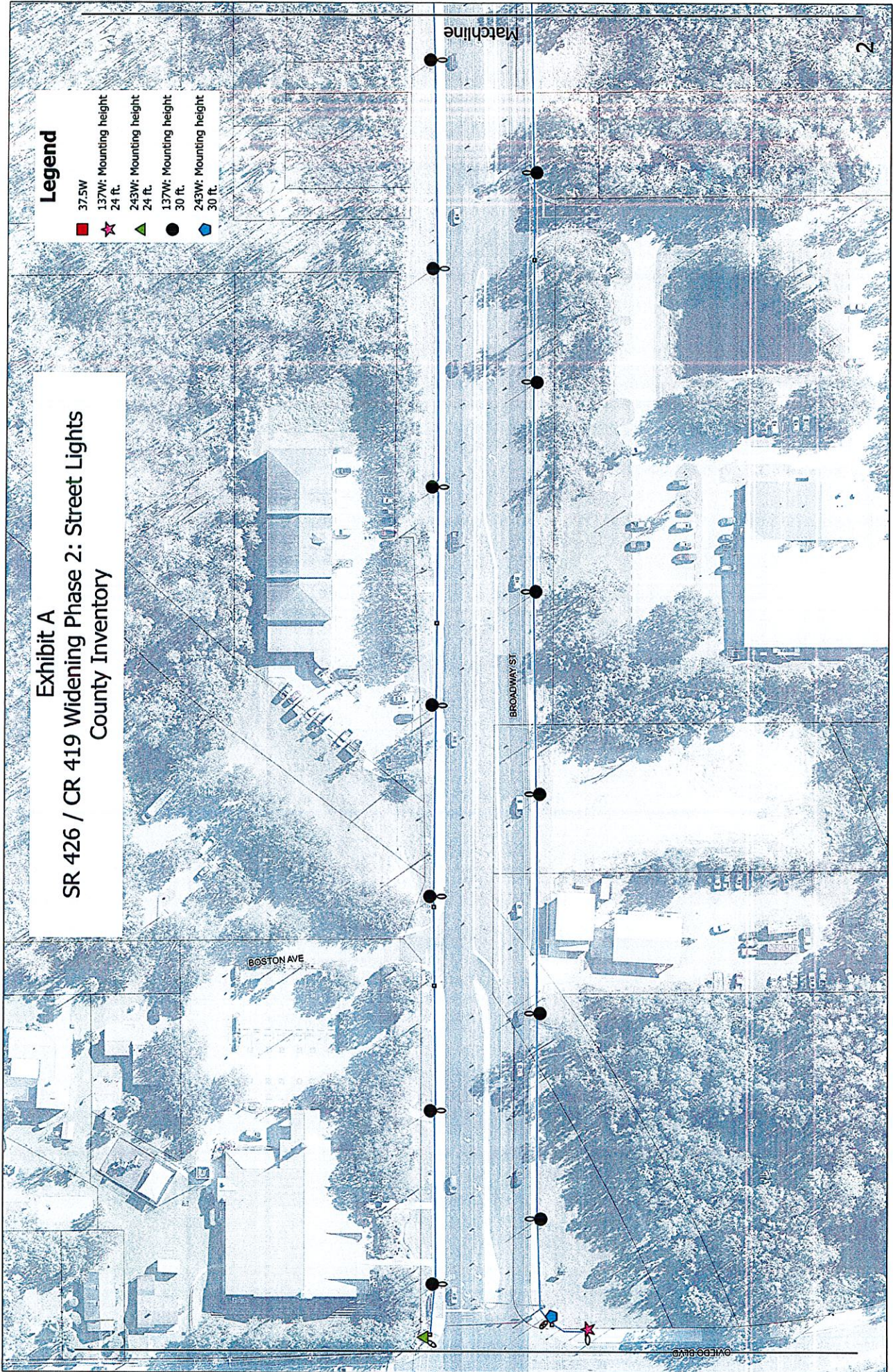


Exhibit A
 SR 426 / CR 419 Widening Phase 2: Street Lights
 County Inventory

Legend






- 37.5W
- ★ 137W: Mounting height 24 ft.
- ▲ 243W: Mounting height 24 ft.
- 137W: Mounting height 30 ft.
- ◆ 243W: Mounting height 30 ft.



Exhibit B
SR 426/CR 419 E. BROADWAY-LIGHT USAGE COST

Light Fixture	QTY	Device Wattage (W)	Usage (hrs/day)	Wait-hour per Day (Wh)	Kilowatts kW	Daily Usage (kWh)	Monthly ² Usage (kWh-month)	Energy Charge \$0.0537x(kWh)	Fuel Charge \$0.03925x(kWh)	Asset Securitization Charge \$0.00181x(kWh)	Total
Philips Lumec Dos Series 37.5W	25	37.5	12	11250	1000	11.25	337.50	\$ 18.12	\$ 13.25	\$ 0.61	
Philips Lumec RFL 137W: Mounting Height 24 ft	6	137	12	9864	1000	9.864	295.92	\$ 15.89	\$ 11.61	\$ 0.54	
Philips Lumec RFL 243W: Mounting Height 24 ft	5	243	12	14580	1000	14.58	437.40	\$ 23.49	\$ 17.17	\$ 0.79	
Philips Lumec RFL 137W: Mounting Height 30 ft	20	137	12	32880	1000	32.88	986.4	\$ 52.97	\$ 38.72	\$ 1.79	
Philips Lumec RFL 243W: Mounting Height 30 ft	3	243	12	8748	1000	8.748	262.44	\$ 14.09	\$ 10.30	\$ 0.48	
					Subtotal		2319.66	\$ 124.57	\$ 91.05	\$ 4.20	\$ 219.81
Regulatory Assessment Fee (2.5663% of bill)											\$ 5.64
Gross Receipts Tax (0.0871% of bill)											\$ 0.19
Total											\$ 225.64
Estimated Yearly Total²											\$ 2,707.72

Notes:
 1) Monthly usage based on a 30-day cycle.
 2) Estimated Yearly total is based on a 12-month 30-day cycle.

Lights Type	Lumens	Sheet			Total
		1	2	3	
	37.5W	25	0	0	25
	137 W (24ft)	5	1	0	6
	243 W (24ft)	4	1	0	5
	137 W (30ft)	0	13	7	20
	243 W (30ft)	2	1	0	3
		36	16	7	59

*Table indicates location of light type relative to map.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0359

Title:

Approve and authorize the County Manager to execute the Subrecipient Agreement with the Florida Division of Emergency Management; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 26-029 in the Federal Mitigation Grant Fund to appropriate funding in the amount of \$342,216 for the Hazard Mitigation Grant Program (HMGP) to mitigate drainage problems on Michigan Avenue. District5 - Herr (**Tawny Olore, Public Works Director**).

Division:

Public Works

Authorized By:

Tawny Olore, Public Works Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The Federal Emergency Management Agency (FEMA) has awarded a Hazard Mitigation Grant Program (HMGP) contract from Hurricane Idelia funds to address drainage deficiencies and mitigate storm-related flooding along Michigan Avenue. This award is specifically for Phase I activities, which encompass surveying, environmental assessments, engineering, design, and permitting. At this time, Phase II (construction) activities have not yet been approved or authorized.

BAR 26-029 in the amount of \$342,216 will appropriate the budget for this project. The FEMA HMGP contract requires a 25% local match, totaling \$106,942.50, for Phase I. FEMA allows a 5% administrative expense and is excluded from the matching requirements. The matching portion has already been expended through the Sale Tax Fund for this project, as the contract was approved for Pre-Award in the amount of \$407,400 with an effective start date of January 29, 2024.

BAR 26-029 is attached to allocate grant funds in the amount of \$342,216.

Requested Action:

Staff requests the Board approve and authorize the County Manager to execute the Subrecipient Agreement with the Florida Division of Emergency Management; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 26-029 in the Federal Mitigation Grant Fund to appropriate funding in the amount of \$342,216 for the Hazard Mitigation Grant Program (HMGP) to mitigate drainage problems on Michigan Avenue.

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Seminole County
PROJECT #:	4734-064-R
PROJECT TITLE:	Seminole County, Michigan Avenue, Flood Risk Reduction-Ph I
HMGP CONTRACT #:	H1305
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Marie Lackey Program Manager, Special Projects 200 West County Home Road Sanford, Florida 32773

Enclosed is your copy of the proposed contract(s)/modification(s) between **Seminole County** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input checked="" type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
<input type="checkbox"/>	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
<input checked="" type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input checked="" type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment L – FACTS - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 325-267-7703 or email me at [**brandie.rodriguez@em.myflorida.com**](mailto:brandie.rodriguez@em.myflorida.com).

Agreement Number: H1305
Project Number: 4734-064-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1 , “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	<u>Seminole County</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>JPJLF4QHYZ13 / 596000856</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4734-FL</u>
Federal Award Date:	<u>March 09, 2026</u>
Subaward Period of Performance Start and End Date:	<u>January 29, 2024 – September 30, 2027</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$326,938.50</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$342,216.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$342,216.00</u>
Federal award project description (see FFATA):	<u>Flood Risk Reduction</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Brandie.Rodriguez@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Seminole County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Brandie Rodriguez
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 325-267-7703
Email: Brandie.Rodriguez@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Marie Lackey
Program Manager, Special Projects
200 West County Home Road
Sanford, Florida 32773
Telephone: 407-665-2424
Email: mlackey@seminolecountyfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on **January 29, 2024** and shall end on **September 30, 2027**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$326,938.50**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

- k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

- i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).
- ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.
- iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: SEMINOLE COUNTY

By: Please see next page for signatures. _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Witnesses:

SEMINOLE COUNTY

Signature

By: _____
Darren Gray, County Manager

Print Name

Date: _____

Signature

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

Print Name

For the use and reliance of
Seminole County only

Approved as to form and
legal sufficiency.

County Attorney

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$326,938.50**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is flood risk reduction of Michigan Avenue in Sanford, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4734-064-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Seminole County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to mitigate from flooding a portion of Michigan Avenue located in Sanford, Florida 32771.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing stormwater collection and conveyance along the road by replacing existing side-drain culverts, raising the minimum grade of the road and regrading the roadside ditches. The proposed improvements shall include replacing the existing 15x18-inch side-drain pipes with either 19x30-inch or 24x38-inch pipe (depending on the length/distance to the outfall), the existing 24-inch side-drain pipe with 29x25-inch pipe, and the existing 36-inch side-drain pipe (which is too shallow and does not need upsizing) with 29x45-inch pipe at the south side of the road. The cross-drains that convey water from the south ditch along the north side of the road and the outfall to the north wetland shall replace the existing 18-inch cross-drains with either 19x30-inch pipe or 34x53-inch pipe (depending on the length/distance to the outfall), replace the existing 24-inch cross-drains with 29x45-inch pipe, and install a new 19x30- inch cross-drain under New York Avenue. The road shall be elevated starting approximately 650 feet east of the intersection of Michigan Avenue and New York Avenue and shall extend east for approximately 409 feet along the road (horizontally). This section of road has elevations between 7.81-feet and 9.48 feet NAVD88 and shall be raised to proposed elevations between 8.35-feet and 9.76-feet NAVD88 (vertically). The road shall also be elevated starting approximately 2,850 feet east of the intersection of Michigan Avenue and New York Avenue. The elevation work shall run east for approximately 784 feet along the road (horizontally). This section of road has elevations between 5.40-feet and 6.42 feet NAVD88 and shall be raised to proposed elevations between 5.60- feet and 7.05-feet NAVD88 (vertically). Lastly, existing ditches along north and south sides of road shall be modified and regraded to match proposed culvert inlet elevations, and the outfall ditches shall be regraded to allow positive drainage. The County shall purchase portions of 10 residential parcels (land only) for a total of 2.64 acres along the existing road as a right-of-way easement to conduct these activities. Currently, the road conveyance system is overwhelmed by small rain events due to discharges from upstream development during storms, flooding from the St. Johns River to the east and the wetland adjacent to the north side of Michigan Avenue. Project shall address the lack of capacity of the existing system historically causing residents to experience repetitive flooding on roads blocking egress to and from residences.

The project shall be designed to provide protection against a 10-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates	
1)	Michigan Avenue, Sanford, Florida 32771	Western Boundary	(28.832679, -81.353871)
		Eastern Boundary	(28.835585, -81.340086)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient’s procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed “Debarment, Suspension, Ineligibility, Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, flood risk reduction study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the flood risk reduction. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
 - b) Construction Plans / bid documents.
 - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
 - e) Color maps including topographical, aerial, and ground disturbance.
 - f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
 - g) Color photographs of the project area and areas of ground disturbance.
 - h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - i) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.
 - j) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator.
 - k) A letter from the professional of record stating if the project will have any upstream or downstream impacts.
 - l) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II review and approval, to implement measures for flood risk reduction at Michigan Avenue, in Sanford, Florida 32771.

The project shall be designed to provide protection against a 10-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Consultation with the United States Army Corps of Engineers (USACE) or the Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be

submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

- c) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator.
- 4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
 - d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.
 - e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
 - f) Previous and current use of proposed project area.
 - g) Any known site work or historic uses for the proposed location.
 - h) Any available studies that may have taken place on the property.
- 5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed

technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4734-064-R**. It is funded under HMGP, FEMA-4734-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4734.

FEMA awarded this project on March 9, 2026; with a Pre-Award date of January 29, 2024; the Period of Performance for this project shall end on **September 30, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	3	Months
Design Specifications:	6	Months
Permitting / Survey:	3	Months
Deliverables Submitted to FDEM:	3	Months
Total Period of Performance:	18	Months

BUDGET

Line Item Budget*

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$0.00	\$0.00	\$0.00
**Pre-Award:	\$407,400.00	\$305,550.00	\$101,850.00
Initial Agreement Amount:	\$407,400.00	\$305,550.00	\$101,850.00
***Contingency Funds:	\$20,370.00	\$15,277.50	\$5,092.50
Project Total:	\$427,770.00	\$320,827.50	\$106,942.50
****SRMC			
SRMC:	\$21,388.50	\$21,388.50	
SRMC Total:	\$21,388.50	\$21,388.50	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***This project has a Pre-Award, approved by FEMA in the amount of \$407,400.00 project costs with a start date of **January 29, 2024**.*

**** This project has an estimated \$20,370.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$21,388.50 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$320,827.50	(75.00%)
Non-Federal Share:	\$106,942.50	(25.00%)
Total Project Cost:	\$427,770.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$21,388.50	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, [Florida Statutes](#)
- (5) Chapter 215, [Florida Statutes](#)
- (6) Section 768.28, [Florida Statutes](#)
- (7) Chapter 119, [Florida Statutes](#)

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.
- If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present

c. Hazardous Materials Present

- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Seminole County

REMIT ADDRESS: 1101 East 1st Street

CITY: Sanford STATE: Florida ZIP CODE: 32771

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4734-064-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1305

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	_____ DATE

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Seminole County PAYMENT #: _____
 PROJECT TYPE: Flood Risk Reduction PROJECT #: 4734-064-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1305

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: SEMINOLE COUNTY

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.
PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: Seminole County PROJECT #: 4734-064-R
 PROJECT TYPE: Flood Risk Reduction CONTRACT #: H1305
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial Comments:

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%
 Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Seminole County

Sub-Recipient's Name
H1305

DEM Contract Number
4734-064-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4734-064-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 326,938.50

OBLIGATION/ACTION DATE: March 09, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: JPJLF4QHYP13

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to mitigate from flooding a portion of Michigan Avenue located in Sanford, Florida 32771. The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved. When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities. The Phase II proposed scope of work shall provide protection by improving the existing stormwater collection and conveyance along the road by replacing existing side-drain culverts, raising the minimum grade of the road and regrading the roadside ditches. The proposed improvements shall include replacing the existing 15x18-inch side-drain pipes with either 19x30-inch or 24x38-inch pipe (depending on the length/distance to the outfall), the existing 24-inch side-drain pipe with 29x25-inch pipe, and the existing 36-inch side-drain pipe (which is too shallow and does not need upsizing) with 29x45-inch pipe at the south side of the road. The cross-drains that convey water from the south ditch along the north side of the road and the outfall to the north wetland shall replace the existing 18-inch cross-drains with either 19x30-inch pipe or 34x53-inch pipe (depending on the length/distance to the outfall), replace the existing 24-inch cross-drains with 29x45-inch pipe, and install a new 19x30-inch cross-drain under New York Avenue. The road shall be elevated starting approximately 650 feet east of the intersection of Michigan Avenue and New York Avenue and shall extend east for approximately 409 feet along the road (horizontally). This section of road has elevations between 7.81-feet and 9.48 feet NAVD88 and shall be raised to proposed elevations between 8.35-feet and 9.76-feet NAVD88 (vertically). The road shall also be elevated starting approximately 2,850 feet east of the intersection of Michigan Avenue and New York Avenue. The elevation work shall run east for approximately 784 feet along the road (horizontally). This section of road has elevations between 5.40-feet and 6.42 feet NAVD88 and shall be raised to proposed elevations between 5.60- feet and 7.05-feet NAVD88 (vertically). Lastly, existing ditches along north and south sides of road shall be modified and regraded to match proposed culvert inlet elevations, and the outfall ditches shall be regraded to allow positive drainage. The County shall purchase portions of 10 residential parcels (land only) for a total of 2.64 acres along the existing road as a right-of-way easement to conduct these activities. Currently, the road conveyance system is overwhelmed by small rain events due to discharges from upstream development during storms.

flooding from the St. Johns River to the east and the wetland adjacent to the north side of Michigan Avenue. Project shall address the lack of capacity of the existing system historically causing residents to experience repetitive flooding on roads blocking egress to and from residences.

The project shall be designed to provide protection against a 10-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates	
1)	Michigan Avenue, Sanford, Florida 32771	Western Boundar y	(28.832679, -81.353871)
		Eastern Boundar y	(28.835585, -81.340086)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Darren Gray, County Manager

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, Seminole County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Darren Gray, County Manager

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:	Darren Gray	
Signature:		
Title:	County Manager	
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name:	Seminole County		
Vendor FEIN:	59-6000856		
Vendor’s Authorized Representative Name and Title:	Darren Gray, County Manager		
Address:	1101 East First Street		
City:	Sanford	State:	FL
		Zip:	32771
Phone Number:	407-665-7210		
Email Address:	dgray@seminolecountyfl.gov		
Certified By:	_____		
AUTHORIZED SIGNATURE			
Print Name and Title:	Darren Gray, County Manager		
Date:	_____		

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.

2026-R-

BUDGET AMENDMENT REQUEST

BAR# 26-029

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY
Fund(s): HMGP FEDERAL MITIGATION GRANTS

RM Recommendation	
S.CARRICK	4/9/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
TO ALLOCATE FUNDS FOR THE MICHIGAN AVE DRAINAGE PROJECT.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue	11933	02607123	331510		DISASTER RELIEF		3315100001	342,216.00
Total Sources								342,216.00
Expenditure								
Expenditure	11933	02607123	560680	00001	DESIGN		6809999901	305,550.00
Expenditure	11933	02607123	530499		CONTINGENCY		4999999901	15,277.50
Expenditure	11933	02607123	530490		OTHER CHARGES/OBLIGATIONS		4900774303	21,388.50
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure Sub-Total								342,216.00
Reserve								
Reserve								
Reserve Sub-Total								-
Total Uses								342,216.00

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:

Grant Maloy, Clerk to the Board of County Commissioners

By:

Andria Herr, Chairman

Date: _____

Date: _____

Entered by the Management and Budget Office

Date: _____

Posted by the County Comptroller's Office

Date: _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0370

Title:

Seminole Forever Update (Rick Durr, Parks and Recreation Director)



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 □ 468

File Number: 2026-0360

Title:

3rd Generation One Cent Infrastructure Sales Tax Update & American Public Works Association Accreditation Presentation (**Tawny Olore, Public Works Director**).



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2026-0373

Title:

Discussion and consideration of the appointment of one (1) individual to the MetroPlan Orlando Community Advisory Committee.

Background:

One (1) application was received to fill the at-large vacancy on the MetroPlan Orlando Community Advisory Committee. The applicant meets the criteria for membership.

Requested Action:

Staff requests the Board appoint one (1) individual to the MetroPlan Orlando Community Advisory Committee

From: [Seminole](#)
To: [Drager, Dominique](#)
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Wednesday, February 25, 2026 7:48:06 PM

New form response

localhost

Form: [REQUESTFORBOARDAPPOINTMENTFORM](#)

A new response was submitted on 25 February 2026, 07:47 PM.

First Name	Jose
Last Name	Morales
Middle Name	Alejandro
Email Address	josemoraleslaw@outlook.com
Cell Phone Number	321-277-5722
Are you a Registered Voter?	Yes
Home Address	3513 Lazy River Terrace
Home Address cont'd	
City	Sanford
State	FL
Zip Code	32771
Mailing Address	
Mailing Address cont'd	
City	
State	
Zip Code	
Interest #1	Planning and Zoning Commission
Interest #2	Code Enforcement Board

Interest #3	Agriculture Advisory Committee
Are you of Hispanic origin?	Yes
Gender	Male
Disabled?	No
Race	Hispanic
Place of Employment	Morgan and Morgan
Job Title	Product Liability Investigator
School Name:	Barry University School of Law
Degree Received	J.D.
Name	Mark Patterson
Email	mpatterson@forthepeople.com
Phone Number	321-231-1000
Relationship	Industry Colleague
Name	David Zambri
Email	david.Zambri@ucf.edu
Phone Number	321-303-9756
Relationship	Professional Associate
Name	Timothy Michael Morgan
Email	mmorgan@forthepeople.com
Phone Number	407-236-5998
Relationship	Professional Associate
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 came to Florida as a kid, grew up in Seminole County, became a citizen, and chose to serve this community as a police officer and now as a law student. I've built my life here, my wife and I are raising our kids here, and I care deeply about the kind of community they'll grow up in. I'm interested in public service because I've seen both the strengths and the challenges in our system: families struggling with the cost of living, concerns about safety, and real questions about how we grow without losing what makes Florida special. I believe we can support public safety, be responsible with tax dollars, and protect our land and water at the same time. My goal is simple: practical leadership that puts families first and keeps Seminole County a great place to live, work, and raise a family.
	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

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

Agenda Memorandum

File Number: 2026-0368

Title:

Discussion and consideration of the appointment of one (1) individual to the Board of Adjustment

Background:

Two (2) applications were received to fill the at-large vacancy on the Board of Adjustment (BOA). Both individuals meet the criteria for BOA membership.

Requested Action:

Staff requests the Board appoint one (1) individual to the Board of Adjustment.

From: [Seminole](#)
To: [Drager, Dominique](#)
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Thursday, April 2, 2026 2:51:13 PM

New form response

localhost

Form: [REQUESTFORBOARDAPPOINTMENTFORM](#)

A new response was submitted on 02 April 2026, 02:51 PM.

First Name	Catherine
Last Name	Clifford
Middle Name	
Email Address	skyedoll@aol.com
Cell Phone Number	407-221-1995
Are you a Registered Voter?	Yes
Home Address	624 Shropshire Loop
Home Address cont'd	
City	Sanford
State	FL
Zip Code	32771
Mailing Address	624 Shropshire Loop
Mailing Address cont'd	
City	Sanford
State	FL
Zip Code	32771
Interest #1	Board of Adjustment
Interest #2	Planning and Zoning Commission

Interest #3	Sanford Airport Noise Abatement Committee (External)
Are you of Hispanic origin?	No
Gender	Female
Disabled?	No
Race	Caucasian (non-Hispanic)
Place of Employment	United Airlines
Job Title	Retired
School Name:	University of Arizona
Degree Received	Bachelor of Arts
Name	Amy Lockhart
Email	alockhart@seminolevountyfl.gov
Phone Number	407-665-7201
Relationship	Friend/ fellow DAR member
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 have been a Seminole County resident for over 25 years and watched out beautiful county develop and want to make sure it continues to do so. I have served United Airlines and the travel/ aviation industry for 30 years.
	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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From: [Seminole](#)
To: [Drager, Dominique](#)
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Thursday, April 9, 2026 3:22:03 AM

New form response

localhost

Form: [REQUESTFORBOARDAPPOINTMENTFORM](#)

A new response was submitted on 09 April 2026, 03:21 AM.

First Name	Kathryn
Last Name	Townsend
Middle Name	J
Email Address	kjtovido@hotmail.com
Cell Phone Number	407-461-1828
Are you a Registered Voter?	Yes
Home Address	444 Timberwood Trail
Home Address cont'd	
City	Oviedo
State	FL
Zip Code	32765
Mailing Address	Same as Above
Mailing Address cont'd	
City	
State	
Zip Code	
Interest #1	Board of Adjustment
Interest #2	Tourist Development Council

Interest #3	Seminole County Industrial Development Authority
Are you of Hispanic origin?	No
Gender	Female
Disabled?	No
Race	Caucasian (non-Hispanic)
Place of Employment	Retired
Job Title	Retired
School Name:	Florida Atlantic University/Rollins
Degree Received	BA/Paralegal Litigation Specialty
Name	Sheriff Dennis Lemma
Email	dlemma@seminolesheriff.org
Phone Number	407-665-6635
Relationship	Former Employer
Name	Art Woodruff
Email	art@ritztheatersanford.com
Phone Number	407-687-3423
Relationship	Friend
Name	Regina Bereswill
Email	reginaba@msn.com
Phone Number	407-701-1141
Relationship	Friend
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.	<p>Kathryn Townsend 444 Timberwood Trail Oviedo, FL 32765 407-461-1828</p> <p>Kathryn Townsend is a 38-year resident of Seminole County. A former public school music teacher with a BA/BS in Fine Arts/Education from Florida Atlantic University and a MA in paralegal litigation from Rollins College, along with an extensive background in public policy and elected service. Mrs. Townsend has a long history of community service and volunteer activities which include Girl Scouts of Central Florida Citrus Council Board, the City of Oviedo Board of Adjustment, City of Oviedo Planning, Zoning and Appeals Board, City of Oviedo Charter Review Committee, Longwood Historical Society, Seminole County Historic Commission, and the Seminole County Tourist Development Council. She currently serves on the Seminole County Code Enforcement Board. Mrs. Townsend retired in 2017 after over two decades of service with Seminole County Government and the Seminole County Sheriff's Department. A recipient of the Manchester's Who's Who 2011 Award for Women in Government, she is</p>

	<p>also a founding partner of Helpful Hands, Inc., a 501(c)3 charity that focuses on helping children and families in crisis. Currently President of the Ritz Theater Sanford at the Wayne Dench Performing Arts Center, she served as President of the Seminole Cultural Arts Council for 12 years during which time she was appointed by former Governor Charlie Crist to the Florida Council on Arts and Culture. She was appointed as an original member to the City of Sanford's Public Art Commission. With her retirement in 2017 Mrs. Townsend concluded 17 years as the chairman of the Seminole County Extension and Agriculture Advisory Board as well as her participation on the Seminole County Farm Advisory Board and the UF/IFAS District 3 Agriculture Advisory Board. She resides in Oviedo with her husband, John, and two Dalmatians, Jake and Mazie.</p>
	<p>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.</p>
captcha error	0

[View response](#)

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