



**SEMINOLE COUNTY, FLORIDA**  
**Board of County Commissioners**  
**Meeting Agenda**

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Tuesday, July 25, 2023

2:00 PM

BCC Chambers

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Please silence all cell phones/electronic devices

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**AWARDS, PRESENTATIONS AND PROCLAMATIONS**

1. Proclamation - Proclaiming Petty Officer Richard Watters, United States Navy as Seminole County's July Veteran of the Month. **(Petty Officer Richard Watters, United Navy)** [2023-356](#)
2. Resolution - Recognizing Mary Myers for 30 Years of Service to Seminole County and Its Citizens. **(Mary Myers, Manager, Comptroller's Office)** [2023-673](#)
3. Resolution - Recognizing Jeff Hopper, Principal Planner, Planning and Development Division for 22 years of dedicated service to Seminole County and its citizens **(Jeff Hopper, Planning and Development Division)**. [2023-796](#)
4. Resolution - Recognizing Darrell White for 35 Years of Service to Seminole County Government and Its Citizens **(Darrell White, Team Leader, Roads and Stormwater Division)** [2023-794](#)
5. County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management)** [2023-78](#)

**CONSENT AGENDA – PUBLIC PARTICIPATION**

Pursuant to Florida law, the public has a right to be heard on all propositions, except when the Board of County Commissioners is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be three (3) minutes for individuals and six (6) minutes for group representatives. The right to be heard during quasi-judicial hearings is governed by Florida law. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting. Proper decorum will be observed.

In accordance with the Operating Policies & Procedures of the Seminole County Board of County Commissioners Section 2.175, Public Participation Before the Board, comments shall be limited to the subject being considered by the Board. All public comments shall avoid personal attacks, abusive language and redundancy. Disrespectful, rude, irrelevant or slanderous remarks or disruptive behavior may subject the individual to removal from the Board Chambers. The Chairman may curtail repetitious comments.

**County Manager's Consent Agenda (Items No. 6 - 19)****County Manager's Office**

6. Approve and authorize the Chairman to execute Memorandums of Agreement between Seminole County and Hispanic Family Counseling; and Seminole County and Impower for mental health services during times of disaster/emergency. Countywide **(Alan Harris, Emergency Management Director)** [2023-737](#)
7. Approve and authorize the Chairman to execute a Memorandum of Agreement between Hindu Society of Central Florida for the use of the facility as an evacuation shelter during times of disaster/emergency. Countywide **(Alan Harris, Emergency Management Director)** [2023-719](#)
8. Approve and authorize the Chairman to execute a Memorandum of Agreement between Seminole County Public School and Seminole County for the use of facilities, staffing, and food services for evacuation shelters during times of disaster/emergency. Countywide **(Alan Harris, Emergency Management Director)** [2023-721](#)

**Community Services**

9. Approve and authorize the Chairman to execute the First Amendment to the Federally Funded Agreement for the 2023/2024 Community Services Block Grant Award between the Florida Department of Commerce and Seminole County in the amount of \$310,725. Countywide (**Carrie Longsworth, Community Services Division Manager**) [2023-756](#)
10. Approve and accept the HOME and NSP monthly report for June 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Approve the 2nd quarter Attainable Housing report pursuant to Ordinance No 2021-14. Countywide (**Stacey Smithwick, Community Development Division Manager**) [2023-754](#)
11. Approve and authorize the Chairman to execute the Seminole County 2023-2024 One-Year Action Plan with required documents to submit to HUD for approval. Countywide (**Stacey Smithwick, Community Development Division Manager**) [2023-755](#)

**Development Services**

12. Nuisance Abatement Release of Lien for 7750 Sanford Avenue, Sanford - Authorize the Chairman to execute a Release of Lien in the amount of \$3,889.74 associated with the property located at 7750 Sanford Avenue, Sanford; filed against Mercerdees Murrell (Morgan Voke, Applicant) District5, Herr (**Liz Parkhurst, Project Manager**). [2023-761](#)

**Leisure Services**

13. Approve and authorize the Chairman to execute the Second Amendment to Preferred Operator Agreement between Seminole County and Perfect Game USA, Inc. to detail the installation of live streaming cameras. District5 - Herr (**Michael Wirsing, Parks and Recreation Division Manager**) [2023-786](#)

**Public Works**

14. Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel No. 102-1 for property interests needed for the Orange Boulevard Improvement Project (1,851± SF) between Donald W. Boughan and Roberta Sue Boughan both as Co-Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust and Gerald L. Boughan and Keith A. Boughan and Seminole County for \$10,650.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District 5 - Herr (**Jean Jreij P.E., Public Works Director/County Engineer**). [2023-772](#)
15. Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel No. 102 for property interests needed for the Orange Boulevard Improvement Project (296± SF) between Donald W. Boughan and Roberta Sue Boughan both as Co-Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust and Seminole County for \$2,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District 5 - Herr (**Jean Jreij P.E., Public Works Director/County Engineer**). [2023-774](#)

**Resource Management**

16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR 23-061) in the 2014 Infrastructure Sales Tax Fund to appropriate budget in the amount of \$392,372 from reserves for additional funding for the Miller Road Culvert/Drainage Project. Countywide (**Timothy Jecks, Budget Director**) Requesting Department - Public Works [2023-753](#)

17. Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #23-062 to appropriate budget of \$5,420.00 from the Disaster Preparedness Fund for the capital purchase of a Mister Fan for emergency preparedness. Countywide (**Timothy Jecks, Budget Director**) Requesting Department - Office of Emergency Management. [2023-769](#)
18. Award RFP-604547-23/LAS- Term Contract for Promotional Assessment Testing for Seminole County Fire Department to PAS Consulting Group LLC, Dunwoody, GA at an estimated annual amount of \$26,160.00 and authorize the Purchasing and Contracts Division to execute the agreement. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department /Division-Fire Department/Fire Operations [2023-751](#)

#### **Constitutional Officers – Consent Agenda**

19. Expenditure Approval Lists dated June 13, 20, and 27, 2023; Payroll Approval Lists dated June 8 and 22, 2023; BCC Official Minutes dated April 11 and 25, May 9 and 23, June 8 (Special Meeting) and 13, 2023; and BCC Records Destruction Lists. (**Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office**) [2023-762](#)

#### **REGULAR AGENDA**

20. **Millage Rates for TRIM Notification** - Establish the Fiscal Year 2023/24 proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2023/24 County Budget. Countywide (**Timothy Jecks, Budget Director**) Requesting Department - Resource Management [2023-726](#)

**COUNTY MANAGER'S REPORT - No Parking Signs on Brentwood**

**COUNTY ATTORNEY'S REPORT**

**DISTRICT COMMISSIONER REPORTS 5, 1, 2, 3 and 4**

**CHAIRMAN'S REPORT**

**FUTURE AGENDA ITEMS - None Requested**

**PUBLIC COMMENT (Items not Related to the Agenda)**

**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

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

## Agenda Memorandum

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**File Number: 2023-356**

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**Title:**

Proclamation - Proclaiming Petty Officer Richard Watters, United States Navy as Seminole County's July Veteran of the Month. **(Petty Officer Richard Watters, United Navy)**

**Division:**

Community Services - Veterans Services

**Authorized By:**

Allison Thall

**Contact/Phone Number:**

Jason Althouse/407-665-2373

**PROCLAMATION  
OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING  
UNITED STATES NAVY PETTY OFFICER RICHARD WATTERS FOR HIS  
OUTSTANDING SERVICE TO THE UNITED STATES AND SEMINOLE COUNTY**

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

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

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

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

**WHEREAS**, Petty Officer Richard Watters enlisted in the Navy in March 1969 and served until January 1973; and

**WHEREAS**, Petty Officer Richard Watters served onboard the USS OKLAHOMA CITY (CLG-5) with a combat deployment to the waters off Vietnam. Following that deployment, he served at the Antarctica Support Activity, the site of the South Pole. He earned numerous Medals including the National Defense Service Medal, Vietnam Service Medal, Vietnam Campaign Medal, Republic of Vietnam Armed Forces Meritorious Unit Citation with Gallantry Cross, and the Antarctica Service Medal; and

**WHEREAS**, Petty Officer Richard Watters moved to Oviedo in 1997 where he enjoyed a long career in telecommunications including the establishment of the first call center to the internet. Since his retirement in 2009, he has been actively involved in the community volunteering with Birds of Prey, the Special Olympics, and Habitat for Humanity; and

**WHEREAS**, Petty Officer Richard Watters has brought great credit and distinction upon himself, the United States of America, the United States Navy, and Seminole County.

**NOW, THEREFORE, BE IT PROCLAIMED** that we, the Board of County Commissioners of Seminole County, Florida, express our gratitude, admiration, and respect for Petty Officer Richard Watters, for his outstanding service to the United States Navy and residents of Seminole County.

**BE IT FURTHER PROCLAIMED** that this Proclamation is presented to Petty Officer Richard Watters, along with our sincere congratulations and recognition as Seminole County's

**“Veteran of the Month”**

ADOPTED this 25th day of July 2023.



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Amy Lockhart, Chairman  
Seminole County, Board of County Commissioners





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2023-673**

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**Title:**

Resolution - Recognizing Mary Myers for 30 Years of Service to Seminole County and Its Citizens. **(Mary Myers, Manager, Comptroller's Office)**

**RESOLUTION  
of the**

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:**

**RECOGNIZING MARY MYERS, MANAGER OF THE COMTROLLER’S OFFICE FOR  
30 YEARS OF SERVICE TO SEMINOLE COUNTY GOVERNMENT AND ITS CITIZENS**

**WHEREAS**, Mary Myers has served Seminole County, its citizens and residents with a high level of integrity, professionalism, and dedication during approximately 30 years of employment in the Seminole County Clerk’s Office; and

**WHEREAS**, Mary Myers began her career as a Deputy Clerk in the Civil Domestic Division in the Office of the Clerk of Circuit Court on January 4, 1993. She later transferred to the Comptroller’s Office, formerly County Finance, on February 14, 2000. During her tenure in the Comptroller’s Office, Mrs. Myers was promoted to Manager of the Comptroller’s Office, formerly Finance Manager; and

**WHEREAS**, Mary Myers served as Manager of the Comptroller’s Office to the Board of County Commissioners, for the Clerk of the Circuit Court and Comptroller, Maryanne Morse, from 1993-2016, and Clerk of the Circuit Court and Comptroller, Grant Maloy, from 2017 to the present; and

**WHEREAS**, Mary Myers has received numerous praises over the years from citizens and County employees. She is respected and appreciated by the employees of the Clerk’s Office, the Board of County Commissioners, and all Constitutional Officers; and

**WHEREAS**, Mary Myers established and maintained a positive working relationship and a high degree of integrity for the Clerk’s Office, the Board of County Commissioners, and all Constitutional Officers; and

**WHEREAS**, the Clerk of the Circuit Court and Comptroller, and the Board of County Commissioners, are desiring to express their appreciation and acknowledgement on behalf of the citizens of Seminole County and wish to commend Mary Myers for her conscientious and faithful service upon her retirement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida, that upon adoption of this Resolution, it hereby causes same to be spread upon the Official Minutes of the Board of County Commissioners in appreciation of service to the citizens and residents of Seminole County by Mary Myers as Manager of the Comptroller’s Office for Mary’s 30 years of service.

**BE IT FURTHER RESOLVED** that this Resolution be presented to Mary Myers along with our most sincere best wishes for her continued good health and happiness in the pursuit of her future endeavors.

ADOPTED this 25th day of July A.D., 2023



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Amy Lockhart, Chairman  
Seminole County, Board of County Commissioners



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2023-796**

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**Title:**

Resolution - Recognizing Jeff Hopper, Principal Planner, Planning and Development Division for 22 years of dedicated service to Seminole County and its citizens (**Jeff Hopper, Planning and Development Division**).

**Division:**

Development Services - Planning and Development

**Authorized By:**

Rebecca Hammock

**Contact/Phone Number:**

Mary Moskowitz/407-665-7375

**RESOLUTION  
of the**

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:**

**RECOGNIZING JEFF HOPPER, PRINCIPAL PLANNER, DEVELOPMENT SERVICES FOR  
TWENTY-TWO (22) YEARS OF DEDICATED AND COMMENDABLE SERVICE TO  
SEMINOLE COUNTY GOVERNMENT AND ITS CITIZENS**

**WHEREAS, Jeff Hopper**; on July 31, 2023 will have completed over twenty-two (22) years of dedicated and commendable service to Seminole County and its citizens; and

**WHEREAS, Jeff Hopper** has served Seminole County Government since July 1, 2001 in the positions of Planner, Senior Planner, and Principal Planner, undertaking expanding responsibilities with each promotion; and

**WHEREAS, Jeff Hopper**, as Principal Planner, provided the integral role of supervisor of the Long-Range Planning Team and offered his team outstanding leadership and mentorship; and

**WHEREAS, Jeff Hopper** has served in his leadership roles with professionalism, dedication, and commitment; and

**WHEREAS, Jeff Hopper** has contributed to significant regulation changes and amendments to the Seminole County Land Development Code, specifically Part 67 Landscape, Screening, and Buffering, as well as updates to the Seminole County Comprehensive Plan; and

**WHEREAS, Jeff Hopper** will be missed by his fellow employees for his sharp wit and good sense of humor; and

**WHEREAS**, the Board of County Commissioners of Seminole County wishes to express its appreciation to **Jeff Hopper** on behalf of the staff and citizens of Seminole County for his dedicated service and commitment to Seminole County.

**NOW, THEREFORE, BE IT RESOLVED** that this Retirement Resolution be presented to **Jeff Hopper**, along with our sincere congratulations and best wishes for future prosperity.

**ADOPTED** this 25th day of July 2023



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**Amy Lockhart, Chairman  
Seminole County Board of County Commissioners**



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2023-794**

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**Title:**

Resolution - Recognizing Darrell White for 35 Years of Service to Seminole County Government and Its Citizens (**Darrell White, Team Leader, Roads and Stormwater Division**)

**SEMINOLE COUNTY, FLORIDA**

**RESOLUTION  
of the  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:**

**RECOGNIZING DARRELL WHITE, TEAM LEADER,  
PUBLIC WORKS DEPARTMENT FOR THIRTY-FIVE  
(35) YEARS OF SERVICE TO SEMINOLE COUNTY  
GOVERNMENT AND ITS CITIZENS**

**WHEREAS, Darrell White** began his career with Seminole County as a Maintenance Worker on October 24, 1988 in the Roads-Stormwater Division of the Public Works Department, and was promoted to Cement/Brick Worker on August 1, 1991; and then promoted to Senior Team Member on January 6, 1998; and then promoted Team Leader on February 1, 1999.

**WHEREAS, Darrell White** has performed a variety of assignments for the Department of Public Works; and

**WHEREAS, Darrell White** has shown exceptional dedication, and a willingness to accept every role and responsibility given to him; and

**WHEREAS, Darrell White** is known to provide exceptional customer service to fellow employees, as well as the citizens of Seminole County, and has been recognized as a dedicated professional by his peers, and

**WHEREAS,** having served Seminole County, and its citizens with the highest level of integrity, dedication, and expertise for thirty (35) years, **Darrell White** has chosen to retire effective August 3, 2023; and

**WHEREAS,** the Board of County Commissioners of Seminole County wishes to express its appreciation to **Darrell White** on behalf of the staff and citizens of Seminole County for his dedicated service.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of County Commissioners acknowledges with appreciation, the service provided to Seminole County by **Darrell White**, and commends him for his dedication and commitment to the organization.

**BE IT FURTHER RESOLVED** that this Resolution be presented to **Darrell White**, along with our sincere congratulations, recognition, and best wishes for future prosperity.

**PRESENTED THIS 25th DAY OF JULY, 2023.**



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**Amy Lockhart, Chairman  
Seminole County Board of County Commissioners**



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771 □ 468

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**File Number: 2023-78**

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**Title:**

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



# Economic Outlook and Portfolio Strategy

July 25, 2023

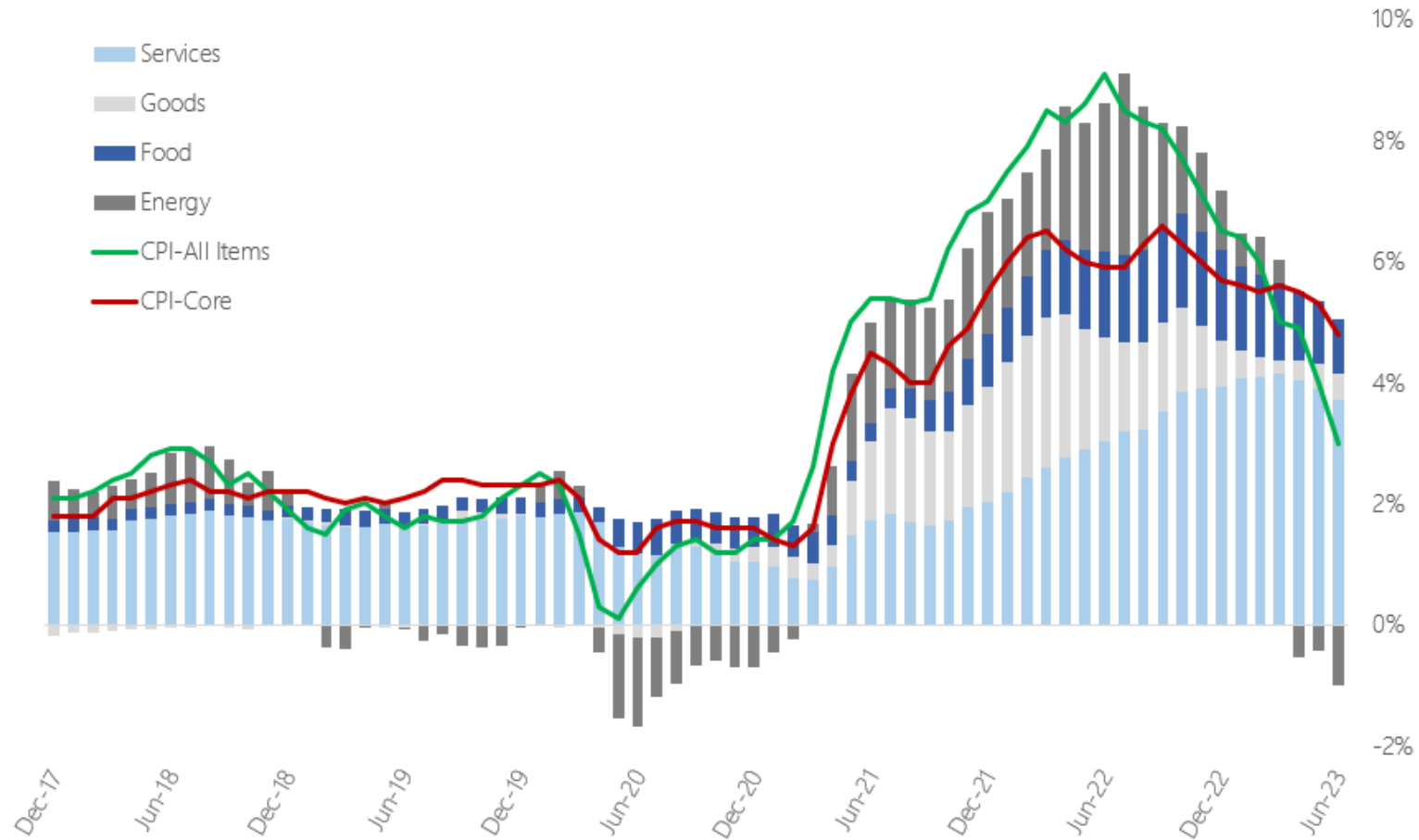
Scott McIntyre, CFA | Managing Director  
[Scott.McIntyre@HilltopSecurities.com](mailto:Scott.McIntyre@HilltopSecurities.com)



- ✓ Florida HB3 was signed into law in May. It prohibits the consideration of environmental, social and governance (ESG) factors in investment and procurement decisions by state and local governments.
- ✓ The decisions made by Seminole County are transparent and limited to those investments permitted within written policy. All decisions focus on safety of principal, liquidity, diversification, yield, and expected future cashflows. The County does not purchase corporate bonds and does not invest in mutual funds or ETF's. As a result, ESG factors do not enter the equation.
- ✓ Proposed policy language: *As per Florida HB 3, the County will not consider environmental, social and governance (ESG) factors in its investment decision-making process.*

- ✓ Fed announcement is *tomorrow* ...a 25 bp increase is expected
- ✓ Much of the recent economic data has been stronger than expected, but there are still hurdles ahead.
- ✓ Bond yields have risen beyond forecasts as supply flooded the bond market ...yields have settled back down after soft inflation releases

## Consumer Price Index (Year-over-Year % Change)



Source: Bureau of Labor Statistics

- U.S. Treasuries

○ 6-month	4.96%	5.35%	5.37%	5.46%
○ 12-month	4.69%	5.05%	5.21%	5.30%
○ 24-month	4.18%	4.33%	4.69%	4.85%
○ 36-month	3.90%	4.00%	4.27%	4.44%

- Florida QPD Savings

- Multiple banks at 0.65% to 5.25%

- Overnight Investment Pools

○ <b>Fl. Prime</b>	5.29%
○ Fl. Trust	5.14%
○ Fl. Class	5.28%
○ Fl. Safe	5.26%
○ Fl. PALM	5.25%
○ Fl. STAR	5.25%

## ■ Upcoming Maturities:

- 7/31/23 \$10 mm T-note @ **0.99%**
- 7/31/23 \$15 mm T-note @ **0.55%**
- 8/31/23 \$15 mm T-note @ **1.03%**
- 8/31/23 \$15 mm T-note @ **0.58%**
- 8/31/23 \$15 mm T-note @ **2.16%**

## ■ Recent Investments:

- \$10 mm PALM term 6/28/24 @ 5.98%
- \$10 mm FHLB 8/28/25 @ ~~4.55%~~ 5.14%

## ■ Recommended Purchases \*

- \$10 mm PALM term 7/24 @ 5.80%\*
- \$10 mm Treasury/Agency 7/25 @ 4.95%\*

\* Actual yields may be higher or low on purchase date.

*Motion to implement recommendations of our financial advisor based on the report submitted today and recommend the Clerk implement said Board recommendations.*

Monthly expenses to be paid from maturing securities and balance in Florida Prime pool

# Portfolio Snapshot (June 30 ...projected July 31)

	June 30 Portfolio			Proposed Invest / (Divest)	Projected July Portfolio		
	Allocation	Current %	Policy Limit Deviation		Allocation	Proposed %	Policy Limit Deviation
<b>Cash Equivalents</b>							
Bank QPD Funds	108,905,725	13.2%	-86.8%	-	108,905,725	13.2%	-86.8%
Florida Prime	39,177,393	4.8%	-25.2%	5,000,000	44,177,393	5.4%	-24.6%
Other Cash Pools	17,175,859	2.1%	-25.8%	-	17,175,859	2.1%	-24.6%
<b>Total Liquid Funds</b>	165,258,977	20.1%		5,000,000	170,258,977	20.7%	
<b>Investments</b>							
Treasuries	247,753,438	30.1%	-69.9%	(25,000,000)	222,753,438	27.0%	-73.0%
Agencies	309,904,648	37.6%	-42.4%	10,000,000	319,904,648	38.8%	-41.2%
MBS	1,196,859	0.1%	-29.9%	-	1,196,859	0.1%	-29.9%
Fixed Term Pool (PALM)	100,040,327	12.1%	-25.8%	10,000,000	110,040,327	13.4%	-24.6%
Repos	-	0.0%	0.0%	-	-	0.0%	0.0%
Munis	-	0.0%	-20.0%	-	-	0.0%	-20.0%
Corporates	-	0.0%	-10.0%	-	-	0.0%	-10.0%
Commercial Paper	-	0.0%	-20.0%	-	-	0.0%	-20.0%
CDs	-	0.0%	-25.0%	-	-	0.0%	-25.0%
<b>Total Investments</b>	658,895,272	79.9%		(5,000,000)	653,895,272	79.3%	
<b>Total Portfolio</b>	824,154,249	100.0%			824,154,249	100.0%	
Avg Portfolio Maturity in days (as of 6/30)	278			(Projected July...)	288		

## Portfolio Stats 6/30/23

- Avg. maturity: 278 days
- Avg. yield: 4.23%
- Fixed/Floating: 80% / 20%
- <90 days \$244 mm

## Estimated Portfolio 7/31/23

- Avg. maturity: 288 days
- Avg. yield: 4.41%
- Fixed/Floating: 79% / 21%
- <90 days \$305 mm

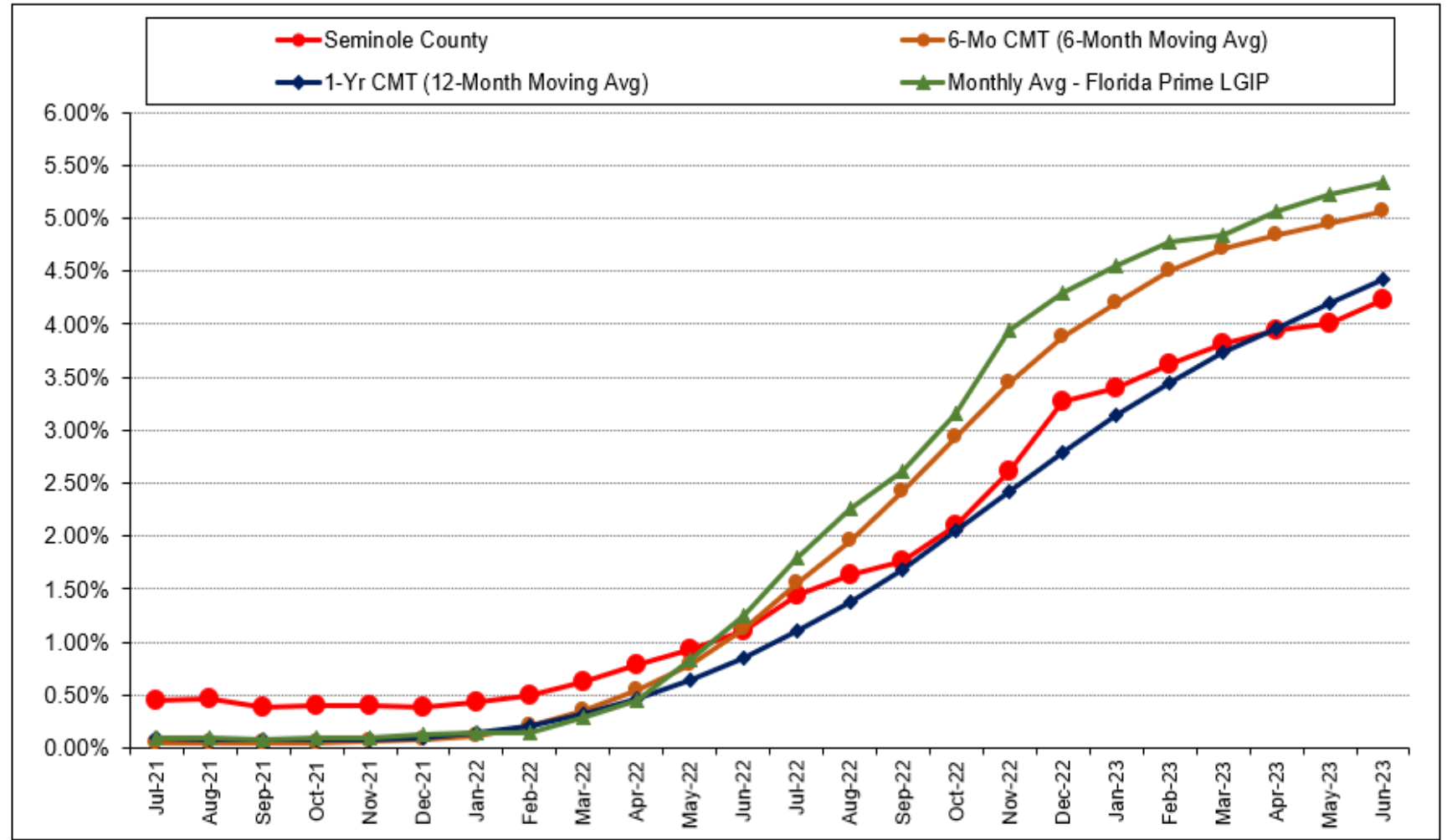
### Portfolio by Maturity

	Current		Proposed *	
	Portfolio %	WA Yield	Portfolio %	WA Yield
Less than 90 days	29.7%	3.90%	37.0%	4.50%
3 - 12 months	39.4%	4.30%	32.1%	4.10%
Beyond 12 months	30.9%	4.46%	30.9%	4.62%
<b>Total</b>	100.0%	4.23%	100.0%	4.41%

\* Proposed portfolio %.

# Benchmark Comparison 6/30/2023

Seminole County	6-Mo CMT (6-Month Moving Avg)	1-Yr CMT (12-Month Moving Avg)	Monthly Avg - Florida Prime LGIP
Jul-21	0.45%	0.05%	0.09%
Aug-21	0.47%	0.05%	0.09%
Sep-21	0.39%	0.05%	0.08%
Oct-21	0.40%	0.05%	0.09%
Nov-21	0.40%	0.06%	0.10%
Dec-21	0.38%	0.07%	0.13%
Jan-22	0.43%	0.12%	0.14%
Feb-22	0.49%	0.21%	0.14%
Mar-22	0.63%	0.35%	0.29%
Apr-22	0.78%	0.54%	0.45%
May-22	0.93%	0.78%	0.84%
Jun-22	1.11%	1.12%	1.25%
Jul-22	1.45%	1.55%	1.80%
Aug-22	1.63%	1.96%	2.26%
Sep-22	1.77%	2.43%	2.61%
Oct-22	2.10%	2.93%	3.15%
Nov-22	2.61%	3.45%	3.94%
Dec-22	3.27%	3.87%	4.30%
Jan-23	3.40%	4.20%	4.55%
Feb-23	3.62%	4.50%	4.77%
Mar-23	3.82%	4.72%	4.84%
Apr-23	3.94%	4.84%	5.06%
May-23	4.01%	4.95%	5.23%
Jun-23	4.23%	5.07%	5.33%



# Contacts

Scott McIntyre | Managing Director  
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HilltopSecurities.com



# Disclaimer

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# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

---

**File Number: 2023-737**

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**Title:**

Approve and authorize the Chairman to execute Memorandums of Agreement between Seminole County and Hispanic Family Counseling; and Seminole County and Impower for mental health services during times of disaster/emergency. Countywide  
**(Alan Harris, Emergency Management Director)**

**Division:**

County Manager Office - Emergency Management

**Authorized By:**

Alan S. Harris

**Contact/Phone Number:**

407-665-5017

**Background:**

The Office of Emergency Management obtains support from private mental health companies to support evacuation shelter populations during times of emergency/disaster. These organizations agree to support the County by providing mental health professionals during events such as tornadoes, wildfires, large structure/apartment fires, and post-hurricane operations.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Agreement with Hispanic Family Counseling

**2023 MEMORANDUM OF UNDERSTANDING BETWEEN  
SEMINOLE COUNTY AND HISPANIC FAMILY COUNSELING, INC.**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Seminole County (“COUNTY”), a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, and Hispanic Family Counseling, Inc. (“HFC”), located at 251 Maitland Ave Suite 307, Altamonte Springs, Florida 32701.

**WITNESSETH:**

**WHEREAS**, COUNTY wants to ensure that all residents can be assisted during and immediately after times of emergencies and natural disasters; and

**WHEREAS**, COUNTY and HCF have partnered in the past to establish and provide counseling therapy, and reunification assistance to residents of Seminole County following an emergency or natural disaster; and

**WHEREAS**, COUNTY and HCF mutually desire to continue working together to allow HFC to serve as an option to use during Mental Health Services.

**NOW, THEREFORE**, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, COUNTY and HFC all intending to be legally bound, agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this MOU upon which the parties have relied.

**Section 2. Responsibilities of Parties**

(a) COUNTY agrees to the following:

(1) To provide direct communication with HFC prior to, or immediately following, a disaster to determine an activation timeline.

(2) To establish an assessment time for supervisory staff to determine levels of need.

(3) To provide a confidential and secure office for an HFC therapist to conduct assessment and support for individuals who have mental health issues related to the evacuation or results of the disaster.

(4) To participate in ongoing conferences with HFC staff to ensure clients are receiving the highest level of care possible in order to meet and/or exceed the need.

(b) HFC agrees to the following:

(1) To co-locate a trained MA/MSW/MHC therapist in an office at 400 W. Airport Blvd., Sanford, FL., 32773, 8:00am- 12:00pm and 1:00pm- 5:00pm on Wednesdays, each week or other mutually agreed upon schedules, following an emergency or natural disaster.

(2) To provide bio-psychological assessments, including mental status evaluations; treatment planning, individual and group counseling and case management services to any and all persons that are served or utilizing the above mentioned services as defined in pursuant to F.S. Chapter 394 (2022), as this statute may change from time to time.

(3) To participate in ongoing conferences with the COUNTY staff to ensure clients are receiving the highest level of care possible in order to meet or exceed the need.

(4) To provide at least one (1) trained therapist, but the COUNTY shall require more therapists if needed.

### **Section 3. Payment**

COUNTY and HFC will negotiate in good faith to create and agree upon an annual, one (1) year Price Schedule for provision of services, as specified in Section 2 of this Agreement, at least one (1) month prior to the start of each hurricane season, that is prior to May 1 of each year for a term commencing June 1 of that year and ending May 31 of the following year. The Price Schedule for 2023-2024 is attached to this Agreement as Exhibit A. This Price Schedule is to be implemented each year in the form of a Letter Agreement similar to Exhibit A. Exhibit A and each subsequent one (1) year Letter Agreement is deemed to include all of the provisions specified in this MOU.

**Section 4. Participation in Similar Activities.** This MOU in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals. Seminole County shall communicate and coordinate all such similar activities with the other party to this MOU.

**Section 5. Insurance Requirements.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU. HFC shall hold such liability insurance at all times during the existence of this agreement. HFC accepts full responsibility for identifying and determining the type and extent of liability insurance necessary for the provider and clients served under this agreement and shall furnish the Department with written verification showing the existence of the liability insurance coverage.

**Section 6. Indemnification.** HFC shall indemnify, defend and hold harmless the COUNTY from all claims, suits, judgments or damages, including attorneys' fees and costs arising out of any act, actions, neglects, or omissions by HFC, its agents or employees during the performance of this agreement. Nothing in this Agreement shall be construed as consent by COUNTY to be sued by third parties. COUNTY cannot indemnify the party to this agreement or

any third parties. This provision is not to be construed as a waiver by any party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

**Section 7. Notice.** Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this provision:

**As to Seminole County:**

Alan Harris  
Seminole County Office of Emergency Management  
150 Eslinger Way  
Sanford, FL 32773

**As to HCF:**

Denisse Lamas or Priscilla Manzanet, LCSW  
Hispanic Family Counseling, Inc.  
106 Boston Avenue, Suite 206  
Altamonte Springs, FL 32701

**Section 8. Governing Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County is the sole venue for any legal action in connection with this MOU in state court. The United States District Court for the Middle District of Florida, Orlando Division is the sole venue for any legal action in connection with this MOU in federal court.

**Section 9. Employee Status.** Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

**Section 10. Conflict of Interest.**

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2022), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

**Section 11. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this MOU and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this MOU.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

**Section 12. Public Records Law.**

(a) Each party acknowledges all parties have obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2022), to release public records to members of the public upon request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(b) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2022), with regard to public records, and shall:

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

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2022), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), or as otherwise provided by law; and

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

(c) During the term and course of performance of this Agreement, the parties may disclose to or receive from each other certain information, regardless of whether communicated or received in oral, written, electronic, or any other form, that is considered confidential or exempt from public disclosure under Section 119.071, Florida Statutes (2022) or the Health Insurance



Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§ 1320d to 1320d-9 (2022), 45 C.F.R. Part 164 (2022), as all of these statutes and regulations may be amended from time to time (“Confidential Information”). Both parties agree to take all reasonable and necessary steps to ensure the confidentiality of all such Confidential Information is preserved. All Confidential Information must be marked or otherwise designated as Confidential and appropriately redacted. Any party receiving Confidential Information shall use not less than the same degree of care it uses for its own proprietary, confidential, or competitively sensitive information, but not less than reasonable care to prevent the disclosure, unauthorized use, or publication of Confidential Information. Confidential Information may neither be used nor allowed to be used by the receiving party for any purpose other than to facilitate the performance by it of its obligations under this Agreement. Confidential Information does not include: (i) information that at the time of disclosure was generally available to the public; (ii) information that, subsequent to its disclosure, is published or otherwise becomes available to the public through any means other than an act or omission of the receiving party; (iii) information that was previously known to the receiving party to be free of any obligation to keep it in confidence, or that is subsequently developed in good faith by the parties; and (iv) information rightfully acquired in good faith from a third party on a non-confidential basis. Further, a party may disclose Confidential Information if required to do so by applicable law, rule, or regulation, or a court or other governmental authority of competent jurisdiction, but such party shall provide the other party prior written notice of any such disclosure and exercise its best efforts to afford the other party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

**Section 13. Headings and Captions.** All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret or construe any provision of this MOU.

**Section 14. Effective Date and Term.** The effective date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. The term of this MOU is one (1) year from the Effective Date. This MOU will auto renew annually. Either party may withdraw from and terminate this MOU without cause by either party upon thirty (30) days written notice to the other party.

*[Remainder of page left intentionally blank; signatory page to follow.]*

**IN WITNESS WHEREOF**, COUNTY and HCF have caused this MOU to be executed, the agreement to become effective and operative with the date of execution of the last signature below.

HISPANIC FAMILY COUNSELING, INC.

By:   
DENISSE CENTENO LAMAS, President/CEO

Date: June 23, 2023

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
AMY LOCKHART, 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 – Price Schedule

DWM/kly  
6/22/2023  
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## PRICE OF SERVICES

SERVICE	PRICE
INDIVIDUAL THERAPY	\$125 P/H
GROUP THERAPY	\$175 P/H
EYE MOVEMENT DESENSITIZATION AND REPROCESSING THERAPY (EMDR)	\$175 P/H

Orange/Seminole/Osceola Office:  
1707 Orlando Central Parkway, Suite 480 • Orlando, FL  
32809 (407) 382-9079 • Fax (407) 964-1274  
[info@hispafam.com](mailto:info@hispafam.com) • [www.hispafam.com](http://www.hispafam.com)

**2023 MEMORANDUM OF UNDERSTANDING BETWEEN  
SEMINOLE COUNTY AND IMPOWER INC.**

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_1st\_\_ day of \_\_July\_\_, 2023, by and between **SEMINOLE COUNTY** (“COUNTY”), a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, and **IMPOWER, INC.** (“AGENCY”), located at 111 W. Magnolia Avenue, Longwood, Florida 32750.

**WITNESSETH:**

**WHEREAS**, COUNTY wants to ensure that all residents can be assisted during and immediately after times of emergencies and natural disasters; and

**WHEREAS**, the COUNTY and AGENCY have partnered in the past to establish and provide counseling therapy, and reunification assistance to residents of Seminole County following an emergency or natural disaster; and

**WHEREAS**, COUNTY and AGENCY mutually desire to continue working together to allow AGENCY to serve as an option to use during Mental Health Services.

**NOW, THEREFORE**, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, COUNTY and AGENCY all intending to be legally bound, agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this MOU upon which the parties have relied.

**Section 2. Responsibilities of Parties**

(a) COUNTY agrees to the following:

(1) To provide direct communication with AGENCY prior to, or immediately following, a disaster to determine an activation timeline.

(2) To establish an assessment time for supervisory staff to determine levels of need.

(3) To provide a confidential and secure office for an AGENCY therapist to conduct assessment and support for individuals who have mental health issues related to the evacuation or results of the disaster.

(4) Participate in ongoing conferences with AGENCY staff to ensure clients are receiving the highest level of care possible in order to meet and/or exceed the need.

(b) AGENCY agrees to the following:

(1) To co-locate a trained MA/MSW/MHC therapist in an office at 400 W. Airport Blvd., Sanford, FL., 32773, 8:00am- 12:00pm and 1:00pm- 5:00pm on Wednesdays, each week or other mutually agreed upon schedules, following an emergency or natural disaster.

(2) Provide bio-psychological assessments, including mental status evaluations; treatment planning, individual and group counseling and case management services to any and all persons that are served or utilizing the above mentioned services as defined in pursuant to F.S. Chapter 394 (2022), as this statute may change from time to time.

(3) Participate in ongoing conferences with the COUNTY staff to ensure clients are receiving the highest level of care possible in order to meet or exceed the need.

(4) To provide at least one (1) trained therapist, but the COUNTY shall require more therapists if needed.

### **Section 3. Payment**

COUNTY and AGENCY will negotiate in good faith to create and agree upon an annual, one (1) year Price Schedule for provision of services, as specified in Section 2 of this Agreement, at least one (1) month prior to the start of each hurricane season, that is prior to May 1 of each year for a term commencing June 1 of that year and ending May 31 of the following year. The Price Schedule for 2023-2024 is attached to this Agreement as Exhibit A. This Price Schedule is to be implemented each year in the form of a Letter Agreement similar to Exhibit A. Exhibit A and each subsequent one (1) year Letter Agreement is deemed to include all of the provisions specified in this MOU.

**Section 4. Participation in Similar Activities.** This MOU in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals. Seminole County shall communicate and coordinate all such similar activities with the other party to this MOU.

**Section 5. Insurance Requirements.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU. AGENCY shall hold such liability insurance at all times during the existence of this agreement. AGENCY accepts full responsibility for identifying and determining the type and extent of liability insurance necessary for the provider and clients served under this agreement and shall furnish the Department with written verification showing the existence of the liability insurance coverage.

**Section 6. Indemnification.** AGENCY shall indemnify, defend and hold harmless the COUNTY from all claims, suits, judgments or damages, including attorneys' fees and costs arising out of any act, actions, neglects, or omissions by AGENCY, its agents or employees during the performance of this agreement. Nothing in this Agreement shall be construed as consent by COUNTY to be sued by third parties. COUNTY cannot indemnify the party to this agreement or

any third parties. This provision is not to be construed as a waiver by any party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

**Section 7. Notice.** Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this provision:

**As to Seminole County:**

Alan Harris  
Seminole County Office of Emergency Management  
150 Eslinger Way  
Sanford, FL 32773

**As to AGENCY:**

IMPOWER Inc.  
111 W. Magnolia Avenue  
Longwood, Florida 32750

**Section 8. Governing Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County is the sole venue for any legal action in connection with this MOU in state court. The United States District Court for the Middle District of Florida, Orlando Division is the sole venue for any legal action in connection with this MOU in federal court.

**Section 9. Employee Status.** Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents



of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

**Section 10. Conflict of Interest.**

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2022), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

**Section 11. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this MOU and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this MOU.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

**Section 12. Public Records Law.**

(a) Each party acknowledges all parties have obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2022), to release public records to members of the public upon request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(b) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2022), with regard to public records, and shall:

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

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2022), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), or as otherwise provided by law; and

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

(c) During the term and course of performance of this Agreement, the parties may disclose to or receive from each other certain information, regardless of whether communicated or received in oral, written, electronic, or any other form, that is considered confidential or exempt from public disclosure under Section 119.071, Florida Statutes (2022) or the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§ 1320d to 1320d-9 (2022), 45 C.F.R. Part 164 (2022), as all of these statutes and regulations may be amended from time to time (“Confidential Information”). Both parties agree to take all reasonable and necessary steps to ensure the confidentiality of all such Confidential Information is preserved. All Confidential Information must be marked or otherwise designated as Confidential and appropriately redacted. Any party receiving Confidential Information shall use not less than the same degree of care it uses for its own proprietary, confidential, or competitively sensitive information, but not less than reasonable care to prevent the disclosure, unauthorized use, or publication of Confidential Information. Confidential Information may neither be used nor allowed to be used by the receiving party for any purpose other than to facilitate the performance by it of its obligations under this Agreement. Confidential Information does not include: (i) information that at the time of disclosure was generally available to the public; (ii) information that, subsequent to its disclosure, is published or otherwise becomes available to the public through any means other than an act or omission of the receiving party; (iii) information that was previously known to the receiving party to be free of any obligation to keep it in confidence, or that is subsequently developed in good faith by the parties; and (iv) information rightfully acquired in good faith from a third party on a non-confidential basis. Further, a party may disclose Confidential Information if required to do so by applicable law, rule, or regulation, or a court or other governmental authority of competent jurisdiction, but such party shall provide the other party prior written notice of any such disclosure and exercise its best efforts to afford the other party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

**Section 13. Headings and Captions.** All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret or construe any provision of this MOU.

**Section 14. Effective Date and Term.** The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties.

*[Remainder of page left intentionally blank; signatory page to follow.]*

IN WITNESS WHEREOF, COUNTY and AGENCY have caused this MOU to be executed, the agreement to become effective and operative with the date of execution of the last signature below.

IMPOWER, INC.

By:   
ANNA KESIC, Chief Executive Officer (CEO)

Date: 6/23/23

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
AMY LOCKHART, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2023, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachment:  
Exhibit A – Price Schedule

DWM/kly  
6/22/2023  
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## EXHIBIT A

### **IMPOWER Inc. Price Schedule**

<b><u>Service</u></b>	<b><u>Rate</u></b>
Individual Therapy	\$100 P/H
Group Therapy	\$100 P/H
Eye Movement Desensitization and Reprocessing Therapy (EMDR)	\$150 P/H
Assessment	\$175 P/H
15 Minute Psychiatric Medication Management	\$85.57
Psychiatric Assessment	\$342.29
Case Management	\$50.12 P/H



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2023-719**

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**Title:**

Approve and authorize the Chairman to execute a Memorandum of Agreement between Hindu Society of Central Florida for the use of the facility as an evacuation shelter during times of disaster/emergency. Countywide **(Alan Harris, Emergency Management Director)**

**Division:**

County Manager Office - Emergency Management

**Authorized By:**

Alan S. Harris

**Contact/Phone Number:**

407-665-5017

**Background:**

The Office of Emergency Management obtains support from faith, non-profit, and community groups to support evacuation sheltering during times of emergency/disaster. These organizations agree to support the County by providing space during events such as tornadoes, wildfires, large structure/apartment fires, and post-hurricane operations.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SEMINOLE COUNTY CONCERNING EMERGENCY SHELTER  
AND Hindu Society of Central Florida Inc.**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the HINDU SOCIETY OF CENTRAL FLORIDA INC. ("Church"), and Seminole County, a political subdivision of the State of Florida.

**WITNESSETH:**

**WHEREAS**, Church is willing to provide its facility for use as an emergency shelter during a state or local emergency, based upon the request of the Seminole County's Office of Emergency Management; and

**WHEREAS**, the parties mutually desire to reach an understanding that will result in making Church's facilities available to Seminole County for use as an emergency shelter during an emergency.

**NOW, THEREFORE**, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, Church and Seminole County are intending to be legally bound, agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this MOU upon which the parties have relied.

**Section 2. Agreements Concerning Emergency Shelters.**

(a) Church shall permit, upon determination and request by Seminole County, the use of its facility as an emergency shelter for victims of disaster if space is available and no major events at facility conflicts with use.

(b) Church shall designate staff to assist in the opening and operation of its facility for an emergency shelter. These staff members will form the basis for a team of emergency shelter



coordinators for Church's facility. These positions will include, but are not limited to, an administrator, kitchen worker, and support staff. The team will be responsible for limiting access to designated areas within Church's Facility, for coordinating and facilitating the use of the Church's kitchen facilities and other areas within the Church and providing support for the emergency shelter.

(c) Church's kitchen personnel shall support the food service team and provide access to kitchen equipment as necessary for food preparation.

(d) Seminole County Office of Emergency Management shall authorize and direct the preparation of simple meals through coordination with non-profit agencies and food vendor contracts.

(e) Seminole County's Office of Emergency Management shall provide functional needs support services at Church's facility when it is used as an emergency shelter.

(f) Seminole County's Office of Emergency Management shall provide supplemental staff at Church's facility when it is used as an emergency shelter by utilizing trained volunteers and County staff.

(g) Seminole County's Office of Emergency Management shall coordinate with local law enforcement to provide security at Church when it is used as an emergency shelter.

(h) In the event an emergency shelter needs to be opened at Church's facility, Seminole County's Office of Emergency Management shall promptly notify Church's contact, as provided for in Section 6 below. In consultation, the Seminole County's Office of Emergency Management shall determine appropriate emergency shelters to open.

(i) Church shall furnish the name of the individual who will be primarily responsible for administering this MOU for Church.

(j) It is further agreed that the liability of each party to this agreement, in relation to emergency shelter operations during disasters or states of emergency, is not increased because of the agreement, and is strictly governed by Chapter 252.51, Florida Statutes (2022), and as to Seminole County, Section 768.28, Florida Statutes (2022), as these statutes may be amended from time to time.

**Section 3. Participation in Similar Activities.** This MOU in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals. Seminole County shall communicate and coordinate all such similar activities with each other party to this MOU.

**Section 4. Insurance Requirements.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

**Section 5. Indemnification.** Each party is solely responsible to third parties with whom they may contract in carrying out the terms of this MOU, and shall hold each other harmless, to the extent permitted by law, against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

**Section 6. Contacts.** Seminole County, and Church shall furnish to each other the names of the individuals, with backup, who will be responsible for administering this MOU and each party shall keep all other parties informed of any subsequent changes to this information as provided in Section 7 below.

**Section 7. Notice.** Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this provision:

**As to Seminole County:**

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

**As to Church:**

PRESIDENT  
HSCF  
1994 EAST LAKE DRIVE  
CASSELBERRY, FL 32707.

**Section 8. Governing Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County is the sole venue for any legal action in connection with this MOU in state court. The United States District Court for the Middle District of Florida, Orlando Division is the sole venue for any legal action in connection with this MOU in federal court.

**Section 9. Employee Status.** Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

**Section 12. Public Records Law.**

(a) Any records created under this MOU constitute public records under Florida law.

(b) It is acknowledged that COUNTY has obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2022), to release public records to members of the public upon request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(c) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2022), with regard to public records created under this MOU, and shall:

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

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2022), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), or as otherwise provided by law; and

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

**Section 13. Headings and Captions.** All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret or construe any provision of this MOU.

**Section 14. Effective Date and Term.** The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. The term of this MOU is five (5) years

**Section 10. Conflict of Interest.**

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2022), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

**Section 11. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this MOU and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this MOU.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

from the Effective Date, unless extended by mutual agreement of all of the parties. Any party may withdraw from and terminate this MOU as to that party upon sixty (60) days written notice to all of the other parties.

IN WITNESS WHEREOF, Church and Seminole County, have caused this MOU to be executed, the agreement to become effective and operative with the date of execution of the last signature below.

ATTEST: SAMPATHIKUMAR SHANMUGHAM  
By: [Signature] PRESIDENT

[Signature]  
SIGNATURE

T. MADHAVAGOPAL  
PRINT NAME

Date: 06/16/23

[Signature]  
SIGNATURE

Deepa Jambagi  
PRINT NAME

\* HSCF IS A NON SMOKING AND ALCOHOL FREE CAMPUS. ONLY VEGETARIAN FOOD MAY BE SERVED IN THE CAMPUS.

[Balance of this page intentionally blank; signatory page continues on Page 8.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
AMY LOCKHART, 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

DWM/kly  
6/20/22

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# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2023-721**

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**Title:**

Approve and authorize the Chairman to execute a Memorandum of Agreement between Seminole County Public School and Seminole County for the use of facilities, staffing, and food services for evacuation shelters during times of disaster/emergency. Countywide (**Alan Harris, Emergency Management Director**)

**Division:**

County Manager Office - Emergency Management

**Authorized By:**

Alan S. Harris

**Contact/Phone Number:**

407-665-5017

**Background:**

Based on Florida Statute 252, public school facilities are required to be utilized during times of disaster at the request of the County. The County has ultimate responsibility for evacuation sheltering of persons during times of disaster. The Seminole County Public Schools provides staffing, facilities, and meals for individuals at evacuation shelters. The County will seek reimbursement for these costs through the Federal Emergency Management Agency - and reimburse the Seminole County Public Schools for all costs, per requirements in Statute.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Agreement.



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SCHOOL BOARD OF SEMINOLE COUNTY AND SEMINOLE COUNTY  
CONCERNING EMERGENCY SHELTERS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA (“School Board”), and SEMINOLE COUNTY, a political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, School Board is directed by Section 252.38, Florida Statutes (2022), as that statute may be amended from time to time, to use personnel, school buildings, grounds and equipment for emergency shelters and transportation of evacuees during a state or local emergency, upon the request of Seminole County; and

WHEREAS, the parties mutually desire to reach an understanding that will result in making School Board’s facilities available to Seminole County for use as emergency shelters during an emergency.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, School Board and Seminole County all intending to be legally bound, agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this MOU upon which the parties have relied.

**Section 2. Agreements Concerning Emergency Shelters.**

(a) Seminole County will provide annual emergency shelter operation training and updated information and support materials for all School Board employees, volunteers, and Seminole County staff responsible for assisting with emergency shelter operations.

(b) School Board will provide sufficient staff and trained volunteers to perform the following functions inside each shelter: registration, dormitory management, feeding services, and functional/access needs services.

(c) Seminole County will provide representatives to each shelter to support public information and logistics.

(d) Pursuant to Section 252.38(1)(d), Florida Statutes (2022), as that statute may be amended from time to time, School Board must permit, upon determination and request by Seminole County, the use of appropriate School Board facilities (schools) as emergency shelters for victims of a disaster and provide necessary School Board personnel to staff those facilities.

(e) The School Board, in cooperation with Seminole County, will annually verify a list of designated emergency shelter locations.

(f) School Board will designate staff to assist in the opening and operation of each school used as an emergency shelter, to include at least the following: administrator, food service, facilities/maintenance, and custodial staff. These staff members will form the basis for a team of emergency shelter coordinators for their assigned schools. The team will be responsible for operation and management of registration and dormitory areas; restricting access to designated areas within the school; coordinating and facilitating the use of the school's kitchen facilities; and providing custodial and facilities/maintenance support for the emergency shelter while shelters are open for operation.

(g) School Board, in partnership with Seminole County, will authorize and direct the preparation of simple meals at each emergency shelter. School Board food service personnel will establish a menu plan for simple foods that can be prepared with or without electrical power. In the event that food inventories or other emergency shelter supplies are

exhausted, Seminole County will maintain an up-to-date list of agencies, which can be reached on short notice, to provide various emergency shelter supplies (i.e., food items, paper products, first aid supplies, flashlights, diapers, etc.). If needed, the Seminole County, or Emergency Operations Center (if activated), will order additional supplies.

(h) The School Board contact, as provided in Section 6 below, will be available through the district office or other means during the time the School Board is not in operation.

(i) Seminole County will provide Functional Needs Support Services at designated emergency shelters. Such services shall be defined by FEMA's most current Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters, which is hereby incorporated to this MOU by reference.

(j) Seminole County will provide supplemental staff at emergency shelters by utilizing Seminole County staff and/or volunteers and will coordinate medical personnel by Florida Department of Health in Seminole County and contracted staff for medically enhanced medical (special needs) shelters.

(k) Once the need for emergency shelter has subsided, Seminole County Office of Emergency Management will expedite the transfer of emergency shelter occupants to alternate emergency shelter locations (i.e., faith-based, community facilities) to allow schools to return to normal operations.

(l) Seminole County will coordinate the public announcement of open emergency shelters. All parties understand and agree that an emergency shelter will not be announced open until the Seminole County shelter team and School Board staff are on-site and logistics in place.

(m) Seminole County will coordinate with local law enforcement to provide security at emergency shelters.

(n) Seminole County will coordinate ambulance services of each emergency shelter.

(o) In the event emergency shelters need to be opened, Seminole County will promptly notify the School Board's contact, as provided for in Section 6 below. In consultation, Seminole County will determine appropriate emergency shelters to open. The School Board will then begin notification of appropriate emergency shelter coordinator teams for the selected emergency shelters. Seminole County, with assistance of School Board, will provide a trained emergency Shelter Manager and staff at each activated shelter location to oversee shelter operational functions, including, but not limited to, management registration, dormitory management, communications, functional and access needs services, and coordinated essential medical services.

(p) All financial costs incurred by School Board in the course of providing emergency shelter services under this MOU will be submitted to Seminole County for full reimbursement. Seminole County will work with the Federal Emergency Management Agency ("FEMA") for reimbursement during Federally Declared Disasters. Seminole County will reimburse School Board for fifty percent (50%) of costs incurred by the School Board but not reimbursed by FEMA, not to include cost of damage repairs resulting from emergency shelter activities. School Board staff and Shelter Manager will conduct a facility survey at the opening and closing of each emergency shelter to identify and document any damages resulting from emergency shelter activities. Seminole County is responsible for one hundred percent (100%) reimbursement of repairs of such damage.

(q) School Board will furnish the name of the individual primarily responsible for administering this MOU for the School Board. Seminole County will annually provide the name of the individual who will be responsible for administering this MOU for Seminole County.

(r) Upon request of Seminole County, School Board will provide buses and drivers to transport evacuees to designated emergency shelter locations within the boundaries of Seminole County. Evacuee pickup locations will be pre-designated before the request for transportation.

(s) Seminole County is responsible for enhanced cleaning at the closing of shelter

activities in compliance with Florida Department of Health guidelines.

(t) It is further agreed that the liability of each party to this MOU, in relation to emergency shelter operations during disasters or states of emergency, is not increased because of this MOU and is strictly governed by Chapter 252.51, Florida Statutes (2022), and Chapter 768.28, Florida Statutes (2022), as these statutes may be amended from time to time.

(u) Seminole County will provide staff and oversight of animal care at pet-friendly shelters.

(v) School Board will conduct preventative maintenance and testing of backup power generation equipment using regular manufacturer recommended intervals at all designated shelter locations. School board will notify Seminole County contact of any known maintenance or operation issues with backup power generation equipment at designated shelter locations. During shelter activation, Seminole County may provide redundant fuel services to backup power generation equipment at designated shelter locations in the event normal School Board fuel services cannot fulfill fueling needs.

(w) Seminole County will coordinate with School Board to conduct annual testing of backup power generation connections at designated shelters that have been equipped with such capability.

**Section 3. Participation in Similar Activities.** This MOU in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals. Seminole County will communicate and coordinate all such similar activities with each other party to this MOU.

**Section 4. Insurance Requirements.** Each party will maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

**Section 5. Indemnification.** Each party is solely responsible to third parties with whom they

may contract in carrying out the terms of this MOU and will hold each other harmless against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as that statute may be amended from time to time.

**Section 6. Contacts.** Seminole County and School Board will furnish to each other the names of the individuals, with backup, who will be responsible for administering this MOU, and each party will keep all other parties informed of any subsequent changes to this information as provided in Section 7 below.

**Section 7. Notice.** Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when: (i) hand- delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance with the provision:

**As to Seminole County:**

Chief Administrator of Emergency Manager  
Office of Emergency Management  
150 Eslinger Way  
Sanford, Florida 32773

**As to School Board:**

Superintendent Serita Beamon  
Education Support Center  
400 E. Lake Mary Boulevard  
Sanford, Florida 32773

Operational Point of Contact: Capt. Tracy Fortenberry, School Safety Director

**Section 8. Governing Law.** The laws of the State of Florida govern the validity,

enforcement, and interpretation this MOU. Seminole County, Florida, is the sole venue for any legal action in connection with this MOU in State court. The United States District Court for the Middle District of Florida, Orlando Division, is the sole venue for any legal action in connection with this MOU in Federal court.

**Section 9. Employee Status.** Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

**Section 10. Conflict of Interest.**

(a) Each party agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as that statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2022), as that statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used to lobby the Legislature or any State or Federal agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

**Section 11. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this MOU, and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this MOU.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise explicitly provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

**Section 12. Public Records Law.**

(a) The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as that statute may be amended from time to time, to release public records to members of the public upon request. The parties acknowledge that both the School Board and Seminole County are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this MOU and that said statute controls over the terms of this MOU. Either party will provide the other party with all requested public records in its possession, or will allow the other party to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) School Board and Seminole County expressly acknowledges the obligations to comply with Section 119.071, Florida Statutes (2022), with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by School Board or Seminole County in order to perform the services required under this MOU;

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



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

(4) upon termination of this MOU, the parties will transfer, at no cost to the other party, all public records in its possession, or keep and maintain public records required by the other party under this MOU. If the School Board or Seminole County transfer all public records to the other party upon completion of this MOU, the School Board or Seminole County must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the School Board or Seminole County keeps and maintains the public records upon completion of this MOU, the School Board and Seminole County must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other party, upon request, in a format that is compatible with the information technology system of the other party.

(c) Failure to comply with this Section will be deemed a material breach of this MOU for which either party may terminate this MOU immediately upon written notice to the other party. Either party may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2022).

**(d) IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SCHOOL BOARD MAY CONTACT SEMINOLE COUNTY OFFICE OF EMERGENCY MANAGEMENT, 150**

ESLINGER WAY, SANFORD, FLORIDA 32771, 407-665-5102,  
AHARRIS@SEMINOLECOUNTYFLORIDA.GOV.

(e) IF SEMINOLE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SEMINOLE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, SEMINOLE COUNTY MAY CONTACT SCHOOL BOARD, 400 E. LAKE MARY BOULEVARD SANFORD, FLORIDA 32773-7127, 407-320-0466, CAROLYN\_BEDSOLE@SCPS.K12.FL.US.

**Section 13. Headings and Captions.** All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret, or construe any provision of this MOU.

**Section 14. Effective Date and Term.** The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. The term of this MOU is five (5) years from the Effective Date unless extended by mutual agreement of all of the parties. Any party may withdraw from and terminate this MOU as to that party upon sixty (60) days written notice to all of the other parties.

*[Balance of this page intentionally left blank; signatory page continues on Page 11]*

IN WITNESS WHEREOF, School Board, and Seminole County have caused this MOU to be executed, the agreement to become effective and operative with the date of execution of the last signature below.

ATTEST:

SCHOOL BOARD OF SEMINOLE COUNTY

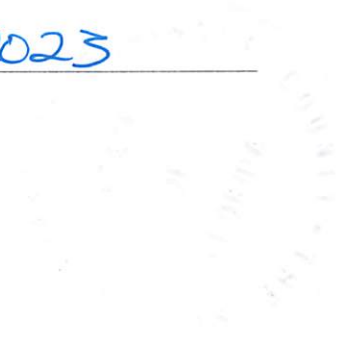
  
SERITA BEAMON, Superintendent

By:   
KRISTINE KRAUS, Chair

Date: 6-20-2023

Approved as to form and legal sufficiency.

  
KARLENE COLE-PALMER  
School Board Attorney



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



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

By: \_\_\_\_\_  
AMY LOCKHART, 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



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2023-756**

**Title:**

Approve and authorize the Chairman to execute the First Amendment to the Federally Funded Agreement for the 2023/2024 Community Services Block Grant Award between the Florida Department of Commerce and Seminole County in the amount of \$310,725. Countywide (**Carrie Longsworth, Community Services Division Manager**)

**Division:**

Community Services - Community Assistance

**Authorized By:**

Allison Thall

**Contact/Phone Number:**

Carrie Longsworth/407-665-2389

**Background:**

The Florida Department of Commerce (formerly known as the State of Florida Department of Economic Opportunity) provides Community Service Block Grant (CSBG) funding to Seminole County. The Florida Department of Commerce previously provided funding through an umbrella agreement that spanned multi-year terms with annual funding allotments. The umbrella agreement was originally executed on March 9, 2021 and is set to end on September 30, 2023.

The contract specifies that the CSBG funding must be delivered to low-income County residents and provide a range of services and activities having a measurable and potentially major impact on poverty. The total amount of the contract for Fiscal Year 2023-2024 is \$310,725 as determined by The Florida Department of Commerce. This funding will be utilized for staff salaries for Case Managers providing services to homeless families and individuals in Seminole County.

The first amendment modifies the following sections:

Section 1: Period of Agreement- extends the agreement and aligns the period of agreement to State Fiscal Year (July 1, 2023-June 30, 2024)

Section 5A: Funding/Consideration- funds are contingent upon the continued availability to the Department of Commerce of legislatively appropriated funds.

Section 5F: Funding Consideration-

The maximum cash available for draw is limited to the amount listed in the “Funds/Available/Release” in the NFA most recently issued by Commerce to the Subrecipient. Additional funding is contingent upon (1) availability of funds appropriated by the Legislature of the State of Florida for the purpose of this program; (2) the availability of future-year budget authority; and (3) substantial progress towards meeting the objectives of the award.

Section 6: Fiscal and Administrative Controls- Clarifies alignment of spending to legislatively appropriated state budget authority. If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the program funding is limited to the amount shown on the “Funds/Available/Release” in the NFA most recently issued by Commerce to the Subrecipient.

Section 7: Employment Eligibility Verification- Updates E-Verify section to comply with new statute (Section 448.095, Florida Statutes)

**Staff Recommendation:**

Staff recommends that the Board approve and authorize the Chairman to execute the First Amendment to the Federally Funded Agreement for the 2023/2024 Community Services Block Grant Award between the Florida Department of Commerce and Seminole County in the amount of \$310,725.

**AMENDMENT NUMBER ONE OF AGREEMENT BETWEEN THE  
FLORIDA DEPARTMENT OF COMMERCE  
AND  
SEMINOLE COUNTY, FLORIDA**

On March 9, 2021, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and Seminole County, Florida (“Subrecipient”), entered into Subgrant Agreement E2022 (“Agreement”). Commerce and Subrecipient are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**WHEREAS**, Section 4 of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein as part of a joint effort to align Community Action Agency (“CAA”) spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency’s Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state.

**WHEREAS**, this amendment memorializes the alignment of Community Action Agency spending with legislatively appropriated state budget authority and aligns the Period of Agreement with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. As set forth in the REPRESENTATIONS section on page 1 of this Agreement, the following provisions are hereby added:
  - F. The Parties have engaged in a joint effort to align Community Action Agency (“CAA”) spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency’s Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state; and
  - G. This Agreement memorializes the alignment of CAA spending with legislatively appropriated state budget authority and aligns the Period of Agreement with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians; and
  - H. Commerce’s obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient’s satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce.

2. Section 1., **PERIOD OF AGREEMENT**, of this Agreement is hereby deleted in its entirety and replaced with the following:

**1. PERIOD OF AGREEMENT**

The Effective Date of this Agreement is July 1, 2023. This Agreement ends on June 30, 2024 (the “Expiration Date”), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior agreement in effect between Commerce and the Subrecipient regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the “Agreement Period.”

3. Section 5. A., **FUNDING/CONSIDERATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:

- A.** This Agreement is a Cost Reimbursement Agreement. Commerce’s obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient’s satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Fund Availability (“NFA”) through Commerce’s financial management information system. Each NFA may include attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA.

The Subrecipient shall comply with all requirements contained within each NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds. Subrecipient may incur costs and submit for reimbursement only up to the Total Funds Released dollar amount listed in the NFA most recently issued by Commerce to the Subrecipient. Subrecipient may not be reimbursed any amount that exceeds the lesser of the state authorized budget authority or the “Funds/Available/Release” listed in the NFA most recently issued by Commerce to the Subrecipient. Each NFA and any attachments thereto, including, but not limited to its special terms, conditions, and instructions, is incorporated and adopted into the Agreement by reference.

4. Section 5.F., **FUNDING/CONSIDERATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:

- F.** Commerce will provide funds in consideration for the Subrecipient’s successful performance under this Agreement. The State of Florida’s and Commerce’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. Commerce shall have final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The maximum cash available for draw is limited to the amount listed in the “Funds/Available/Release” in the NFA most recently issued by Commerce to the Subrecipient. Additional funding is contingent upon (1) availability of funds appropriated by the Legislature of the State of Florida for the purpose of this program; (2) the availability of future-year budget authority; and (3) substantial progress towards meeting the objectives of the award. The lack of appropriation or availability of funds shall not constitute a default on Commerce or the State. If there is a state or federal funding shortfall, then Subrecipient agrees that Commerce, in its sole discretion, may reduce the amount of funding that would otherwise be made available under this Agreement. If applicable, reduction in funding will be done by NFA.

5. Section 6.A., **FISCAL AND ADMINISTRATIVE CONTROLS**, of this Agreement is hereby deleted in its entirety and replaced with the following:
- A. Commerce will provide funds to the Subrecipient by issuing NFAs through Commerce’s financial management information system. Each NFA may include NFA Attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the program funding is limited to the amount shown on the “Funds/Available/Release” in the NFA most recently issued by Commerce to the Subrecipient. In addition to execution of this Agreement, Subrecipient further agrees that by accepting funds made available through an NFA, the Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions incorporated or listed in the NFA.
6. Section 7., **EMPLOYMENT ELIGIBILITY VERIFICATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:
- A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
  - B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
    - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
    - (2) An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee’s employment eligibility.
  - C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
7. All other terms and conditions of the Agreement are hereby reinstated and remain in full force and effect.

*[Rest of page left intentionally blank]*



**STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE**

**IN WITNESS THEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement **E2022**, as amended. This Amendment is effective on July 1, 2023.

**SUBRECIPIENT  
SEMINOLE COUNTY, FLORIDA**

**STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

By: see next page  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print/Type Name and Title Here)

J. Alex Kelly, Secretary  
Florida Department of Commerce

Date: \_\_\_\_\_

Date: \_\_\_\_\_

59-6000856  
Federal Identification Number

Approved as to form and legal  
sufficiency, subject only to full and  
proper execution by the Parties.

JPJLF4QHRYR13  
UEI Number

Office of the General Counsel  
Florida Department of Commerce

E2022  
Agreement Number

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

[County signature block on next page]

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
AMY LOCKHART, Chairman

Date: \_\_\_\_\_

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

<b>CSBG - SUBRECIPIENT</b>	<b>FY 23-24 Budget</b>	<b>Q1 Release July 1 Jul-Sept</b>	<b>Q2 Release Oct 1 Oct-Dec</b>	<b>Q3 Release Jan 1 Jan-Mar</b>	<b>Q4 Release Apr 1 Apr-Jun</b>
Agricultural & Labor Program, Inc.	\$ 1,063,067.00	\$ 265,767.00	\$ 265,767.00	\$ 265,767.00	\$ 265,766.00
Brevard County Board of County Commissioners	\$ 375,769.00	\$ 93,942.00	\$ 93,942.00	\$ 93,942.00	\$ 93,943.00
Capital Area Community Action Agency, Inc.	\$ 586,851.00	\$ 146,713.00	\$ 146,713.00	\$ 146,713.00	\$ 146,712.00
Central Florida Community Action Agency, Inc.	\$ 727,381.00	\$ 181,845.00	\$ 181,845.00	\$ 181,845.00	\$ 181,846.00
Charlotte County	\$ 120,140.00	\$ 30,035.00	\$ 30,035.00	\$ 30,035.00	\$ 30,035.00
Coalition of Florida Farmworker Organizations, Inc (COFFO)	\$ 478,439.00	\$ 119,610.00	\$ 119,610.00	\$ 119,610.00	\$ 119,609.00
Community Action Program Committee, Inc.	\$ 382,096.00	\$ 95,524.00	\$ 95,524.00	\$ 95,524.00	\$ 95,524.00
County of Broward	\$ 1,574,891.00	\$ 393,723.00	\$ 393,723.00	\$ 393,723.00	\$ 393,722.00
County of Palm Beach	\$ 1,192,923.00	\$ 298,231.00	\$ 298,231.00	\$ 298,231.00	\$ 298,230.00
County of Volusia	\$ 528,468.00	\$ 132,117.00	\$ 132,117.00	\$ 132,117.00	\$ 132,117.00
Economic Opportunities Council of Indian River County, Inc.	\$ 196,881.00	\$ 49,220.00	\$ 49,220.00	\$ 49,220.00	\$ 49,221.00
Hillsborough County	\$ 1,700,495.00	\$ 425,124.00	\$ 425,124.00	\$ 425,124.00	\$ 425,123.00
Lake Community Action Agency, Inc.	\$ 297,070.00	\$ 74,268.00	\$ 74,268.00	\$ 74,268.00	\$ 74,266.00
Lee County Board of County Commissioners	\$ 489,233.00	\$ 122,308.00	\$ 122,308.00	\$ 122,308.00	\$ 122,309.00
Miami-Dade County Community Action Agency	\$ 3,258,160.00	\$ 814,540.00	\$ 814,540.00	\$ 814,540.00	\$ 814,540.00
Mid-Florida Community Services, Inc.	\$ 813,402.00	\$ 203,351.00	\$ 203,351.00	\$ 203,351.00	\$ 203,349.00
Northeast Florida Community Action Agency, Inc.	\$ 1,779,123.00	\$ 444,781.00	\$ 444,781.00	\$ 444,781.00	\$ 444,780.00
Orange County Florida	\$ 1,131,115.00	\$ 282,779.00	\$ 282,779.00	\$ 282,779.00	\$ 282,778.00
Osceola County Council on Aging, Inc.	\$ 285,341.00	\$ 71,335.00	\$ 71,335.00	\$ 71,335.00	\$ 71,336.00
Pinellas Opportunity Council	\$ 869,790.00	\$ 217,448.00	\$ 217,448.00	\$ 217,448.00	\$ 217,446.00
Sarasota, County of	\$ 230,791.00	\$ 57,698.00	\$ 57,698.00	\$ 57,698.00	\$ 57,697.00
Seminole County Community Assistance	\$ 310,725.00	\$ 77,681.00	\$ 77,681.00	\$ 77,681.00	\$ 77,682.00
St. Lucie County	\$ 413,927.00	\$ 103,482.00	\$ 103,482.00	\$ 103,482.00	\$ 103,481.00
Step Up Suncoast, Inc.	\$ 494,542.00	\$ 123,636.00	\$ 123,636.00	\$ 123,636.00	\$ 123,634.00
Suwannee River Economic Council, Inc.	\$ 374,410.00	\$ 93,603.00	\$ 93,603.00	\$ 93,603.00	\$ 93,601.00
Tri County Community Council, Inc.	\$ 670,113.00	\$ 167,528.00	\$ 167,528.00	\$ 167,528.00	\$ 167,529.00
<b>TOTAL</b>	<b>\$ 20,345,143.00</b>	<b>\$ 5,086,289.00</b>	<b>\$ 5,086,289.00</b>	<b>\$ 5,086,289.00</b>	<b>\$ 5,086,276.00</b>



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2023-754**

**Title:**

Approve and accept the HOME and NSP monthly report for June 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Approve the 2<sup>nd</sup> quarter Attainable Housing report pursuant to Ordinance No 2021-14. Countywide (**Stacey Smithwick, Community Development Division Manager**)

**Division:**

Community Services - Community Development

**Authorized By:**

Allison Thall

**Contact/Phone Number:**

Stacey Smithwick/407-665-2362

**Background:**

The **HOME** Investment Partnerships Program (HOME) provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. HOME funds are awarded annually as formula grants to participating jurisdictions. The 22/23 HOME award is \$962,247.

The **HOME** Investment Partnerships Program (HOME) provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. HOME funds are awarded annually as formula grants to participating jurisdictions. The 22/23 HOME award is \$962,247.

## **NSP**

The Neighborhood Stabilization Program (NSP) was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes, and to assist households whose annual incomes are up to 120 percent of the area median income (AMI). The U.S. Congress appropriated three rounds of NSP funding. Congress has not allocated any additional funds to NSP since the third round of funding, and most grantees are in the process of completing activities and closing out their grants. The County received Neighborhood Stabilization Program funds from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$11,014,692 between NSP 1 and NSP 3 to purchase and redevelop foreclosed and abandoned homes and residential properties.

## **ATTAINABLE HOUSING**

The County receives and maintains funds in the General Housing Trust Fund which will be used at the discretion of the Board of County Commissioners to assist in the production of affordable housing by for-profit, nonprofit developers, and organizations and for emergency transitional housing. There is a need to produce affordable housing in the urban service/infill areas to provide rental and homeownership opportunities for Seminole County's workforce. A diverse housing stock that is accessible and affordable to a variety of households is essential to a sustainable and equitable community. On March 23, 2021, the Board approved Ordinance No 2021-14, the Seminole County General Housing Trust Fund, and requested the Community Services Department submit a quarterly written report. Attainable Housing has been funded with \$2,000,000.

*In accordance with Seminole County Resolution No 2015-R-51, and No 2013-R-61, a report on HOME and Neighborhood Stabilization Program expenditures are to be provided to the BCC monthly. On March 23, 2021, the Board approved Ordinance No 2021-14, the Seminole County General Housing Trust Fund, and requested the Community Services Department report quarterly on ATTAINABLE HOUSING*

### **Staff Recommendation:**

Staff recommends the Board approve and accept the HOME and NSP monthly report for June 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Approve the 2<sup>nd</sup> quarter Attainable Housing report pursuant to Ordinance No 2021-14.

## HOME ACTIVITY REPORT

Project	Prior CY Draws	Current Draws	Total CY Expenses
Seminole Housing Authority (TBRA)	\$ 167,415	\$ 26,335.00	\$ 225,000
Habitat for Humanity- Homeownership	\$ 40,000		\$ 40,000
Demolition and Dumping Fees	\$ -		\$ -
Planning and Administration	\$ 15,832	\$ 7,377.00	\$ 40,209
Byran Blvd Project (Env. Assessment)	\$ 6,250		\$ 6,250
Catholic Charities (Roof)		\$ 85,065.00	\$ 85,065
Program Income	\$ (15,185)	\$ (50,010)	\$ (65,195)
	\$ 214,312	\$ 68,767	\$ 331,329

## NSP ACTIVITY REPORT

Project	Prior CY Draws	Current Draws	Total CY Expenses
Habitat / Colonial Way	\$ 120,742		\$ 120,742
Planning and Administration	\$ 3,190	\$ 453	\$ 3,643
Program Income	\$ (102,404)		\$ (102,404)
	\$ 21,528		\$ 21,981

## ATTAINABLE HOUSING REPORT

Reported Quarterly: Dec, Mar, Jun, Sep

Project	Prior Program Expenditures	Quarter 3	Total Program Expenditures
<b>Planning and Administration</b>			
605 CAMILLIA CT	\$ 380	\$ 221	\$ 601
Lot/Deed/Recording	\$ 5,034		\$ 5,034
URBAN LAND INST	\$ 680		\$ 680
Supplies - P-Card	\$ 3,627		\$ 3,627
Books, Dues, Publications	\$ 600		\$ 600
Other Charges / Orlando Sentinal		\$ 1,535	\$ 1,535
Training	\$ 1,250	\$ 1,390	\$ 2,640
3500 Sanford Avenue	\$ 290		\$ 290
1844 Lacy Lane	\$ 17,569	\$ 483	\$ 18,052
Program Income	\$ -		\$ -
	\$ 29,430	\$ 3,629	\$ 33,060



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2023-755**

**Title:**

Approve and authorize the Chairman to execute the Seminole County 2023-2024 One-Year Action Plan with required documents to submit to HUD for approval. Countywide  
**(Stacey Smithwick, Community Development Division Manager)**

**Division:**

Community Services - Community Development

**Authorized By:**

Allison Thall

**Contact/Phone Number:**

Stacey Smithwick/407-665-2362

**Background:**

Seminole County is an Entitlement Community that receives Federal grants annually for the following programs administered by the U.S. Department of Housing and Urban Development (HUD):

- Community Development Block Grant (CDBG),
- HOME Investment Partnership Grant, and
- Emergency Solutions Grant (ESG)

These programs fund activities that address the housing and community development needs and priorities identified in the 2020-2024 Consolidated Plan that benefit lower income persons and neighborhoods throughout Seminole County. The County is required to submit an Action Plan, which is developed to outline the programs and projects to be funded and implemented during the 2023-2024 program year, in an effort to meet the goals identified in the Five-Year Consolidated Plan. The Annual Action Plan serves as the grant application, required for HUD's approval and awarding of funds.

Community Development Division staff issued a Notice of Funding Availability (NOFA) for FY2023-2024 to solicit applications for CDBG, HOME, and ESG projects, that was published in the Orlando Sentinel on January 29, 2023. The Community Development Division staff hosted one Technical Assistance meeting on February 8, 2023 and one Technical Assistance webinar on February 15, 2023, to present the NOFA, provide instructions on how to complete the applications, and address any questions regarding the funding requirements and application submission. There were 24 applications received. Each of the activities meet the goals and funding priorities listed in the 2020-

2024 Consolidated Plan.

On May 26, 2023, the FY2023-2024 Annual Action Plan was made available on the Community Services Department website for public review and comments. On May 25, 2023, the Community Development Division staff also hosted a virtual Public Hearing via Zoom video conference to outline the details of the FY2023-2024 Action Plan and solicit public comments. The public comment period was open from May 26 through June 26, 2023. The action plan was also available for review at the Community Services Department office during normal business hours. There were no public comments.

**Staff Recommendation:**

Approve and authorize the Chairman to execute the Seminole County 2023-2023 One-Year Action Plan with required documents to submit to HUD for approval.



**Five Year Plan and FY 2023-2024 Action Plan Summary  
For Commissioner Briefings  
Prepared 6/08/2023**

Seminole County is an Entitlement Community that receives direct allocations of grants from the US Department of Housing and Urban Development (HUD) based on an allocation formula. The formula is based on several factors such as population, number of low- and moderate-income households, as well as housing conditions, and the total number of homeless persons identified in the annual point-in-time count. Grantees are required to prepare a strategic plan every five years, and the plan identifies priorities and sets goals for the five-year plan period. In addition, an annual action plan is required to show our proposed use of the grants. The plans serve as a combined grant application required by HUD for the County to receive federal grants.

**Federal FY 2020-2024 Consolidated Plan (Five Year Plan)**

The Consolidated Plan identified priority needs related to affordable housing, homelessness, public services, special needs populations, public facilities, and infrastructure needs based on a local market analysis, needs assessments, and public input received in the citizen participation process. The current Consolidated Plan outlines goals and objectives to guide the use of HUD grants over the five-year plan period October 1, 2020 - September 30, 2025. The following high priorities were identified in the planning process (1) Increase access to affordable housing, (2) Increase access to public services, (3) Improve access to public infrastructure and facilities, and (4) Reduce homelessness by increasing access to homeless prevention, rapid re-housing services, and providing support to area shelters. In accordance with HUD regulations, grant funds are being used to primarily benefit low- and moderate-income individuals and households.

**FY 2023/2024 One-Year Action Plan**

Seminole County anticipates receiving an allocation of \$2,176,335 in CDBG funds, \$987,771 in HOME, and \$190,975 in ESG funds. The One-Year Action Plan outlines the projects Seminole County plans to implement using FY 2023-2024 funds. Seminole County issued a Notice of Funding Availability and made a request for applications from non-profit agencies seeking funding for CDBG public facilities and infrastructure projects, CDBG public services, HOME-funded affordable housing projects, and ESG activities. The proposed activities will help meet the high priority needs related to affordable housing, homelessness, public services, and infrastructure/public facility improvements detailed in the five-year Consolidated Plan.

## FY 2023-2024 List of Funding Recommendations

Below is a list of recommendations based on the funding proposals from social service agencies, community groups, and other eligible organizations to fund activities from the 2023-2024 Community Development Block Grant (CDBG; \$2,176,335), HOME Investment Partnerships (HOME; \$987,771), and Emergency Solutions Grant (ESG; \$190,975) Programs.

### CDBG Program - \$2,176,335

Proposed Project	Activity	Objective in the Consolidated Plan	Amount
<b>Public Facilities /Improvements</b>			
Aspire Health Partners: Facility Improvement – Fernwood Roof	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	\$230,000
The Sharing Center Homeless Day Center: Facility Improvements – Expansion & Monitored Alarm System	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	\$141,500
True Health: Facility Improvements – Sanford and Casselberry Site Improvements	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	\$351,000
Inspire of Central Florida: Facility Improvement – Casselberry HVAC system and Living Group Home Generator	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	\$82,500
Catholic Charities’ Pathway to Care: Facility Improvement – Laundry Facility Renovation	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Availability/ Accessibility	\$43,000
<b>Subtotal – Public Facilities /Improvements</b>			<b>\$848,000</b>
<b>Public Services</b>			
Dental Assistance (In-house program)	Public Services (dental assistance services)	Suitable Living: Affordability	\$100,000
Seniors First- Senior Services	Public Services (respite, companionship, case management for elderly persons.	Suitable Living: Availability/ Accessibility	\$66,200
Kids House – Mental Health Services	Public Services (mental health services for youth)	Suitable Living: Availability	\$42,000

Inspire of Central Florida – Adult Day Training for Disabled Adults	Public Services (skills training and employment program for disabled persons)	Econ. Opportunity: Availability/ Accessibility	\$77,600
Life Boat - Breakwater Center for Women & Children	Public Services (Mental Health Services)	Decent Housing: Availability/ Accessibility	\$39,600
<b>Subtotal – Public Services</b>			<b>\$325,400</b>
<b>In-House Programs and Administration</b>			
Public Facility Improvements County/ Municipal Partners (In-House Program)	Public Facilities/Improvements Rehabilitation of a Public Facility	Suitable Living: Sustainability	\$243,318
Home Ownership Rehabilitation (In-House Program)	Rehabilitation of Home-Owner Occupied homes	Decent Housing: Affordability	\$229,350
Housing Program Delivery (In-House Program)	Project delivery costs for housing activities. Funds will also be used to support administration and case management for the TBRA program.		\$95,000
<b>Planning and Administration</b>	20% grant is for the planning and administration of CDBG program		\$435,267
<b>Subtotal – In-House Programs and Administration</b>			<b>\$773,585</b>
<b>TOTAL CDBG</b>			<b>\$2,176,335</b>

### CDGB – Denials and Not Scored

The following proposals were not recommended for CDBG funds.

<b>Project</b>	<b>Denied for CDBG Funding,</b>	<b>Amount Requested</b>
WeeCare – BOOST (Business Operation & Optimization Support Tools)	Application was not scored due to For-Profit not eligible for this funding source	\$96,000
American Muslim Social Services – Homeless Healthcare	Application was not scored due to the entity failing to attend mandatory (pre-application) workshop(s)	\$50,000
Recovery House - Substance Abuse Treatment	The evaluation committee ranked and based on score and CDBG Public Services 15% funding limit being met activity could not be funded	\$35,000
Empower - Village Transitional Housing & Homelessness Prevention Program	The evaluation committee ranked and based on score and CDBG Public Services 15% funding limit being met activity could not be funded.	\$11,293.64

Table continues on next page

United Medical & Social Services - Healthcare as a Human Right	The evaluation committee ranked and based on score and CDBG Public Services 15% funding limit being met activity could not be funded.	\$68,200
Early Learning Coalition - Mobile Literacy & Outreach Bus	Activity scored poorly and requested reimbursement for ineligible equipment, which can't be funded.	\$100,000

**HOME Program - \$987,771**

<b>Proposed Project</b>	<b>Activity</b>	<b>Objective in Consolidated Plan</b>	<b>Amount</b>
Housing Construction- Homeownership - Habitat for Humanity	Development and partial funding of up to 11 units of Affordable Housing on Scattered Sites for new construction of single-family home ownership units	Decent Housing: Affordability	\$139,588
Tenant Based Rental Assistance – Seminole County	Funding allocated to assist the Seminole County Housing Authority with providing subsidized rental assistance to the elderly and/or disabled	Decent Housing: Affordability	\$100,000
Affordable Housing Construct/Rehab – Rental – Central Florida Home for Good	HOME funds to Central Florida Home for Good rehab to assist up to 10 households in need of affordable rental units	Decent Housing: Affordability	\$250,620
Affordable Housing Construct/Rehab – Rental – HANDS	HOME funds to HANDs Lake Jennie II Apartments rehab to assist households in need of affordable rental units	Decent Housing: Affordability	\$250,620
CHDO Set Aside	Support Community Housing Development Organizations to develop affordable housing for low income first-time homebuyers	Decent Housing: Affordability	\$148,166
Planning and Administration	10% grant is for the administration of HOME program		\$98,777
<b>TOTAL HOME</b>			<b>\$987,771</b>

**HOME – There were no applications that were denied**

**ESG Program - \$190,975**

<b>Proposed Project</b>	<b>Activity</b>	<b>Objective in Consolidated Plan</b>	<b>Amount</b>
SafeHouse of Seminole	Operating and Maintenance of a Shelter for the homeless	Decent Housing: Availability	\$45,000
BoysTown Central Florida	Operating and Maintenance of a Shelter for the homeless	Decent Housing: Availability	\$30,000
Recovery House of Central Florida	Operating and Maintenance of a Shelter for the homeless	Decent Housing: Availability	\$19,552
The Sharing Center	Street Outreach	Suitable Living: Availability/ Accessibility	\$19,553
HSN – Homeless Management Information System	Operation and Maintenance of the HMIS data for homeless programs	Suitable Living: Availability/ Accessibility	\$15,000
Rapid Re-Housing (In-House Program)	Housing relocation and stabilization services and/or short-and medium-term rental assistance	Suitable Living: Availability/ Accessibility	\$47,547
Program Planning and Administration	Program Planning and Administrative costs not to exceed 7.5% of allocation		\$14,323
<b>TOTAL ESG</b>			<b>\$190,975</b>

**ESG – Denials and Not Scored**

The following proposals were not recommended for ESG funds.

<b>Project</b>	<b>Denied for ESG Funding</b>	<b>Amount Requested</b>
Angels of Mercy Ministries, Inc.	Transitional Housing is not an eligible ESG service.	\$21,900
Hope Help, Inc.	Purchasing healthy food options for Hope’s Food Pantry is not an eligible ESG service.	\$50,000

**Staff Recommendation:**

Staff recommends approval of the FY 2023-2024 Action Plan and authorize the Chairman to execute all HUD grant agreements, SF 424 forms, Certification forms, and subsequent subrecipient agreements associated with the Action Plan. Staff also recommends Board Approval to authorize Community Services to submit the FY 2023-2024 Action Plan to HUD for approval.

**Additional Notes:**

- CDBG funds must primarily benefit low- and moderate-income households- at least 70% of CDBG dollars must benefit low- and moderate-income households
- CDBG Public Services usually has a 15% CAP

**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
---	---	--

<b>* 3. Date Received:</b> <input type="text"/>	<b>4. Applicant Identifier:</b> <input type="text"/>
--	---

<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>5b. Federal Award Identifier:</b> <input type="text"/>
---	--

**State Use Only:**

<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>
--	--

**8. APPLICANT INFORMATION:**

<b>* a. Legal Name:</b> <input type="text" value="Seminole County Board of County Commissioners"/>	
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="59-6000856"/>	<b>* c. UEI:</b> <input type="text" value="JPJLF4QHXR13"/>

**d. Address:**

<b>* Street1:</b>	<input type="text" value="1101 East 1st Street"/>
<b>Street2:</b>	<input type="text"/>
<b>* City:</b>	<input type="text" value="Sanford"/>
<b>County/Parish:</b>	<input type="text"/>
<b>* State:</b>	<input type="text" value="FL: Florida"/>
<b>Province:</b>	<input type="text"/>
<b>* Country:</b>	<input type="text" value="USA: UNITED STATES"/>
<b>* Zip / Postal Code:</b>	<input type="text" value="32771-1468"/>

**e. Organizational Unit:**

<b>Department Name:</b> <input type="text" value="Community Services"/>	<b>Division Name:</b> <input type="text" value="Community Development"/>
--	---

**f. Name and contact information of person to be contacted on matters involving this application:**

<b>Prefix:</b> <input type="text" value="Ms."/>	<b>* First Name:</b> <input type="text" value="Allison"/>
<b>Middle Name:</b> <input type="text"/>	
<b>* Last Name:</b> <input type="text" value="Thall"/>	
<b>Suffix:</b> <input type="text"/>	

<b>Title:</b> <input type="text" value="Director"/>
---

<b>Organizational Affiliation:</b> <input type="text"/>
--

<b>* Telephone Number:</b> <input type="text" value="(407) 665-2301"/>	<b>Fax Number:</b> <input type="text"/>
--	---

<b>* Email:</b> <input type="text" value="athall@seminolecountyfl.gov"/>
--

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U. S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.218

CFDA Title:

Community Development Block Grant

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

Community Development Block Grant

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Housing and community development improvements to benefit low/moderate income persons including public facilities, housing rehabilitation, economic development, public services, and administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,176,335.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,176,335.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:



## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) 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; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chairman
APPLICANT ORGANIZATION	DATE SUBMITTED
Seminole County Board of County Commissioners	

SF-424D (Rev. 7-97) Back

**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
---	---	--

<b>* 3. Date Received:</b> _____	<b>4. Applicant Identifier:</b> _____
-------------------------------------	--

<b>5a. Federal Entity Identifier:</b> _____	<b>5b. Federal Award Identifier:</b> _____
--	---

**State Use Only:**

<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____
---	---

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="59-6000856"/>	<b>* c. UEI:</b> <input type="text" value="JPJLF4QHXR13"/>
---	---

**d. Address:**

<b>* Street1:</b>	<input type="text" value="1101 East 1st Street"/>
<b>Street2:</b>	_____
<b>* City:</b>	<input type="text" value="Sanford"/>
<b>County/Parish:</b>	_____
<b>* State:</b>	<input type="text" value="FL: Florida"/>
<b>Province:</b>	_____
<b>* Country:</b>	<input type="text" value="USA: UNITED STATES"/>
<b>* Zip / Postal Code:</b>	<input type="text" value="32771-1468"/>

**e. Organizational Unit:**

<b>Department Name:</b> <input type="text" value="Community Services"/>	<b>Division Name:</b> <input type="text" value="Community Development"/>
--	---

**f. Name and contact information of person to be contacted on matters involving this application:**

<b>Prefix:</b> <input type="text" value="Ms."/>	<b>* First Name:</b> <input type="text" value="Allison"/>
<b>Middle Name:</b> _____	
<b>* Last Name:</b> <input type="text" value="Thall"/>	
<b>Suffix:</b> _____	

**Title:**

**Organizational Affiliation:**  
\_\_\_\_\_

<b>* Telephone Number:</b> <input type="text" value="(407) 665-2301"/>	<b>Fax Number:</b> _____
--	--------------------------

**\* Email:**

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U. S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.239

CFDA Title:

HOME Investment Partnership

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

HOME Investment Partnership

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Housing activities to benefit low/moderate income persons that includes residential new construction and rehabilitation for homeownership and rental, purchase assistance, and program administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="987,771.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="987,771.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) 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; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chairman
APPLICANT ORGANIZATION	DATE SUBMITTED
Seminole County Board of County Commissioners	

SF-424D (Rev. 7-97) Back

**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
---	---	--

<b>* 3. Date Received:</b> <input type="text"/>	<b>4. Applicant Identifier:</b> <input type="text"/>
--	---

<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>5b. Federal Award Identifier:</b> <input type="text"/>
---	--

**State Use Only:**

<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>
--	--

**8. APPLICANT INFORMATION:**

<b>* a. Legal Name:</b> <input type="text" value="Seminole County Board of County Commissioners"/>	
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="59-6000856"/>	<b>* c. UEI:</b> <input type="text" value="JPJL4QH13"/>

**d. Address:**

<b>* Street1:</b>	<input type="text" value="1101 East 1st Street"/>
<b>Street2:</b>	<input type="text"/>
<b>* City:</b>	<input type="text" value="Sanford"/>
<b>County/Parish:</b>	<input type="text"/>
<b>* State:</b>	<input type="text" value="FL: Florida"/>
<b>Province:</b>	<input type="text"/>
<b>* Country:</b>	<input type="text" value="USA: UNITED STATES"/>
<b>* Zip / Postal Code:</b>	<input type="text" value="32771-1468"/>

**e. Organizational Unit:**

<b>Department Name:</b> <input type="text" value="Community Services"/>	<b>Division Name:</b> <input type="text" value="Community Development"/>
--	---

**f. Name and contact information of person to be contacted on matters involving this application:**

<b>Prefix:</b> <input type="text" value="Ms."/>	<b>* First Name:</b> <input type="text" value="Allison"/>
<b>Middle Name:</b> <input type="text"/>	
<b>* Last Name:</b> <input type="text" value="Thall"/>	
<b>Suffix:</b> <input type="text"/>	

<b>Title:</b> <input type="text" value="Director"/>
---

<b>Organizational Affiliation:</b> <input type="text"/>
--

<b>* Telephone Number:</b> <input type="text" value="(407) 665-2301"/>	<b>Fax Number:</b> <input type="text"/>
--	---

<b>* Email:</b> <input type="text" value="athall@seminolecountyfl.gov"/>
--



**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U. S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.231

CFDA Title:

Emergency Solutions Grant

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

Emergency Solutions Grant

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Activities to benefit low/moderate income persons that are homeless or at risk of becoming homeless that include emergency shelter operations, maintenance, essential services, and program admin.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="190,975.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="190,975.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) 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; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> 	<p>TITLE</p> <p>Chairman</p>
<p>APPLICANT ORGANIZATION</p> <p>Seminole County Board of County Commissioners</p>	<p>DATE SUBMITTED</p> 

SF-424D (Rev. 7-97) Back

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying --** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction --** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan --** The housing activities to be undertaken with CDBG, HOME, and ESG funds are consistent with the strategic plan.

**Section 3 --** It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amy Lockhart  
Chairman

## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation --** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan --** Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan --** It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds --** It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2021, 2022, 2023 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.  
The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force --** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

Chairman  
\_\_\_\_\_  
Title

### Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

Chairman  
\_\_\_\_\_  
Title



## ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

Chairman  
\_\_\_\_\_  
Title

**Published Daily**  
**ORANGE County, Florida**

**Sold To:**

Seminole County Comm Svcs/CDBG - CU00113995  
534 W Lake Mary Blvd  
Sanford, FL, 32773-7400

**Bill To:**

Seminole County Comm Svcs/CDBG - CU00113995  
534 W Lake Mary Blvd  
Sanford, FL, 32773-7400

**State Of Florida**  
**County Of Orange**

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

The matter of 11200-Misc. Legal  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on May 14, 2023.

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 this 18 day of May, 2023,  
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

**NOTICE OF FUNDING AVAILABILITY AND SOLICITATION OF APPLICATIONS FOR  
SEMINOLE COUNTY ONE YEAR ACTION PLAN FOR 2023-2024**

On October 1, 2023, Seminole County expects to receive funding from the U.S. Dept. of Housing and Urban Development (HUD) for activities primarily benefitting low- and moderate-income families or persons. Proposals are now being solicited for projects to help meet the needs that are identified in the 2020-2024 Consolidated Plan.

Seminole County plans to designate funding for the 2023-2024 Program Year in the following manner:

<b>Estimated Funding Available*</b>	<b>Program</b>	<b>Eligible Activities</b>
\$962,247	<b>HOME</b>	New or Existing Affordable Housing
		Acquisition Homebuyer Assistance, Multi-Family Rental New Construction, Multi-Family Rental Rehabilitation, and New Construction for Ownership
		Community Housing Development Organizations (CHDO)
		Planning/Administration
\$2,172,901	<b>CDBG</b>	Public Service Activities
		Capital Improvement Projects/Public Facilities
		Housing Program Delivery
		Owner Occupied Rehabilitation/Reconstruction/Minor Home Repair
		Planning/Administration
\$184,741	<b>ESG</b>	Homeless Services including Shelter Operations/Maintenance 60% max
		Rapid Rehousing
		HMIS Data Collection
		Planning/ Administration

**\*Estimated funding is based on FY 2022-2023 formula allocations. Actual FY2023-2024 funding is yet to be released by HUD.**

Additional funding may be available for these activities. Projects may be implemented by the County, or the County may contract with local governments, non-profit agencies or for-profit organizations, to undertake activities to meet identified community development and housing needs. Applicants requesting funding under the CDBG-Public Services, CDBG-Public Facilities & Infrastructure, and HOME Investment Partnership Programs must be submitted electronically using the Neighborly software. **No paper applications will be accepted.** The link to the application will be available on the Community Services Department website [www.seminolecountyfl.gov/departments-services/community-services/](http://www.seminolecountyfl.gov/departments-services/community-services/) beginning Wednesday, February 1, 2023.

Applicants seeking Emergency Solutions Grant (ESG) funding must submit one (1) original, two (2) duplicated paper applications, and one (1) electronic copy (PDF Format) saved on a USB flash drive. A link to download the ESG application will be available on the Community Services Department website [www.seminolecountyfl.gov/departments-services/community-services/](http://www.seminolecountyfl.gov/departments-services/community-services/) beginning Wednesday, February 1, 2023. All applications are due to Seminole County Community Services Department no later than **Thursday, March 30, 2023 at 4:00 P.M.** ESG applications must be delivered to the address below. **Faxed or email applications will not be accepted, and late application will not be scored.**

**Seminole County Community Services Department  
520 West Lake Mary Boulevard, Suite 100  
Sanford, FL 32773**

Two technical assistance workshops have been scheduled to provide interested applicants the opportunity to ask questions regarding this funding notice. The in-person workshop is scheduled for **Wednesday, February 8, 2023, at 9 a.m.** in the 3<sup>rd</sup> Floor Conference Room of the Seminole County Community Services Department. The virtual meeting will be held on **Wednesday, February 15, 2023 at 2 p.m.** Meeting login instructions will be available at [www.seminolecountyfl.gov/departments-services/community-services/](http://www.seminolecountyfl.gov/departments-services/community-services/). To be considered for the 2023-2024 funding, all interested applicants **must have a representative present for at least one of the workshops.**

If you have questions or need additional information, contact Bonnye Deese at 407-665-2311 or [bdeese@seminolecountyfl.gov](mailto:bdeese@seminolecountyfl.gov).

**PERSONS WITH DISABILITIES NEEDING ASSISTANCE SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE CLOSE OF THE PUBLIC COMMENT PERIOD AT (407) 665-7941. FOR HEARING IMPAIRED INDIVIDUALS, THE FLORIDA RELAY NUMBER IS 1-800-955-8771.**

Client Name: 7431661-1
Advertiser: 3 x 10.5000
Section/Page/Zone: B&W
Description: 2023-24 One-Year Action Plan

Ad Number: 7431661-1
Insertion Number: 3 x 10.5000
Size: B&W
Color Type: 2023-24 One-Year Action Plan

Publication Date: 05/14/2023

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Events

from Page 1

Upon completion, Florida drivers 50 or older may be eligible for vehicle insurance discounts. Registration required. 9 a.m.-4 p.m. May 16; 9 a.m.-4 p.m. June 20, Marks Street Senior Recreation Complex, 99 E. Marks St., Orlando, \$20 for AARP members, \$25 for nonmembers, 407-961-1473.

Matinee Movie: Presented by the University Club of Winter Park. See "Being There" (1979) starring Peter Sellers. 3 p.m. May 16, University Club of Winter Park, 841 N. Park Ave., Winter Park. To attend, email your full name to info@uclubwp.org, free.

Mayor's Job Fair: Featuring more than 100 employers offering thousands of career openings in various industries and resources on hand to assist your job search. Bring resumes and dress professionally. No children. Noon-4 p.m. May 17, Central Florida Fair Expo Park, 4603 W. Colonial Drive, Orlando, free, CFEC.org/job-fairs, 407-834-4022.

The Truth About Aging; the Best Steps to Downsizing and Decluttering: Join Beth Logullo and the Great Transitions Senior Living Series team for a discussion about the right option for you. Reservations required. 9:30 a.m. May 17, Winter Park Chamber of Commerce, 151 W. Lyman Ave., Winter Park, free, 407-473-1153.

Classical Music Group: Presented by the University Club of Winter Park. The program will feature The Bach Vocal Artists conducted by Dr. John Sinclair. To attend, email your full name to info@uclubwp.org. 1 p.m. May 17. Free.

Orange Audubon Society: Margaret Spontak, who has worked for the St. Johns River Water Management District and Audubon Florida, leads the Free the Ocklawaha River for Everyone coalition and will share the importance of this long-delayed effort. 7 p.m. May 18, Harry P. Leu Gardens, 1920 N. Forest Ave., Orlando, free, 407-637-2525.

Drought Tolerant Plants: Join former Leu Gardens' Director Robert Bowden as he points out plants in the garden that enjoy high temperatures and very little rain. Advance registration required. 9:30-11 a.m. May 20, Harry P. Leu Gardens, 1920 N. Forest Ave., Orlando, \$15 for member, \$20 for nonmembers, leugardens.org, 407-246-2620.

Second Harvest Food Bank of Central Florida's Second Annual Ultimate Garden Party: Presented by The Glenda G. Morgan Charitable Foundation. An afternoon filled with entertainment, hors d'oeuvres and live music. Test your casino skills while enjoying fancy cocktails at the libations lounge and shop the newest collections from favorite vendors in the Trunk Show. All proceeds raised fund Second Harvest's hunger relief efforts, which include distributing enough food for 300,000 meals a day across Orange, Osceola, Lake, Marion, Seminole, Volusia and Brevard counties. 1-5 p.m. May 20, Signia by Hilton Orlando Bonnet Creek, 14100 Bonnet Creek Resort Lane, Orlando, \$150-\$250, UltimateGardenParty.org.

Kung Fu Show: A diverse team of professional performers from the Wah Lum Kung Fu Temple will present a lion dance, kung fu and tai chi performance demonstrations. Explore Chinese culture through this demonstration. Registration is recommended. 1 p.m. May 20, Orlando Public Library, 101 E. Central Blvd., Orlando, free, 407-835-7323.

Life Model Painting in the Gardens: Paint or draw Vicky VanWinkle in a costumed figurative pose. Bring your own supplies, including a chair or easel if you plan on standing. Admission to the Gardens included with price of class. Advance registration required. 9 a.m.-noon May 20, Harry P. Leu Gardens, 1920 N. Forest Ave., Orlando, \$15 garden members, \$20 nonmembers, leugardens.org, 407-246-2620.

Asian Cultural Association Cultural Display and Performance: Local performance group, Asian Cultural Association, will be performing Kathak dance from 2-3 p.m., with activities going until 4 p.m. May 20, Orange County Regional History Center, 65 E. Central Blvd., Orlando, free, 407-836-8500.

Asian-Americans in Florida: Professor Wenxian Zhang, Rollins College, will be the speaker. Advance registration required. 2-3 p.m. May 21, Orange County Regional History Center, 65 E. Central Blvd., Orlando, free, thehistorycenter.org, 407-836-8500.

Documentary Cinema: Presented by the University Club of Winter Park. "My Octopus Teacher" (2020) a filmmaker forges an unusual friendship with an octopus living in a South African kelp forest, learning as the animal shares the myster-

ies of her world. 10 a.m. May 22, University Club of Winter Park, 841 N. Park Ave., Winter Park. To attend this event, email your full name to info@uclubwp.org. Free.

Driver safety program: The AARP Driver Safety Program's Smart Driver Course helps participants refine driving skills and develop safe driving habits. Upon completion of the course, Florida drivers 50 or older may be eligible for vehicle insurance discounts. Registration required. 9 a.m.-noon May 22-23; 5-8 p.m. June 19-20, Jessie Brock Community Center, 310 N. Dillard St., Winter Garden, \$20 for AARP members, \$25 for nonmembers, 407-656-4155.

Guided Garden Tour: A guided tour of the UF/IFAS Extension Orange County Exploration Gardens hosted by Extension Agent Clarissa Chairez. See unique plants in 12 themed gardens and get ideas for your landscape. Learn about Florida-Friendly Landscaping principles, smart irrigation, vegetable gardening, and flower species to attract bees, butterflies, and beneficial insects. Advance registration required. 10-11:30 a.m. May 23, UF/IFAS Extension Orange County, 6021 S. Conway Road, Orlando, \$5, oextension.eventbrite.com, 407-254-9200.

Matinee Movie: Presented by the University Club of Winter Park. See "Bonfire of Vanities" (1990) starring Tom Hanks. 2 p.m. May 23, University Club of Winter Park, 841 N. Park Ave., Winter Park. To attend, email your full name to info@uclubwp.org, free.

Florida Lawn Care: Presented by Orange County Extension Agent Calvin Gardner, this in-person class will provide suggestions on ways to keep Florida lawns healthy and well maintained through the summer. Advance registration required. 10-11:30 a.m. May 24, UF/IFAS Extension Orange County, 6021 S. Conway Road, Orlando, \$5, oextension.eventbrite.com, 407-254-9200.

Winter Garden Heritage Foundation: Featuring an interview with local historian Joy Wallace Dickinson. Reservations required. 6:30 p.m. May 25, Winter Garden Heritage Foundation, 21 E. Plant St., Winter Garden, free, 407-656-3244.

Summer Veggies: Join former Leu Gardens' Director Robert Bowden as he talks about many vegetables that actually enjoy high temperatures and humidity. Learn

how to grow peanuts, black-eyed peas and sweet potatoes and many more. Advance registration required. 6:30-8:30 p.m. May 25, Harry P. Leu Gardens, 1920 N. Forest Ave., Orlando, \$15 garden members, \$20 nonmembers, leugardens.org, 407-246-2620.

Driver safety program: The AARP Driver Safety Program's Smart Driver Course helps participants refine driving skills and develop safe driving habits. Upon completion of the course, Florida drivers 50 or older may be eligible for vehicle insurance discounts. Registration required. 9 a.m.-4 p.m. May 25; 9 a.m.-4 p.m. June 22, Renaissance Senior Center, 3800 S. Econlockhatchee Trail, Orlando, \$20 for AARP members, \$25 for nonmembers, 407-961-1473.

Beekkeeping for Beginners: Learn about the fascinating lives of honey bee colonies and their inhabitants. Find out about the equipment and site(s) needed to get started with your own adventure with these stinging insects that produce honey and useful beeswax. Advance registration required. 1:30-3 p.m. May 27, Harry P. Leu Gardens, 1920 N. Forest Ave., Orlando, \$15 for garden members, \$20 for nonmembers, leugardens.org, 407-246-2620.

Orange County Master Gardener Volunteer Informational Meeting: Learn how to become an Orange County Master Gardener Volunteer. Master Gardener Volunteer Program is an outreach program composed of UF/IFAS Extension certified volunteers who are trained to provide research-based horticultural education to Florida residents. Advance registration required. 10-12:30 a.m. May 30, UF/IFAS Extension Orange County, 6021 S. Conway Road, Orlando, free, oextension.eventbrite.com, 407-254-9200.

Music in the Library: Ann Yao will perform cutting-edge interpretations of traditional material on the Guzheng, a five-foot long horizontal plucked zither that typically has 21 strings, one of China's most ancient instruments. 11 a.m. May 26, Chickasaw branch of the Orange County Library System, 870 N. Chickasaw Trail, Orlando, free, 407-835-7323.

Memorial Day Salute: Music by Post 2093 VFW Community Band; presentations by the Dr. Phillips ROTC, the POW/MIA Remembrance, the folding and meaning of the flag. Hosted by The Friends of Cypress Grove Park. 9:45 a.m.-noon May 27, Cypress Grove Park, 290 Holden Ave., Orlando, free.

Art Glass Guild of Central Florida: A collective group of glass artists, sharing a variety of glass topics. This month's topic will include "Tips and Techniques" and a discussion of the two new glass exhibits at the Imagine Museum in St. Petersburg. 6:30-8:30 p.m. May 31, HomeTown Furniture and Decor Market, 4270 Aloma Ave., Suite 182, Winter Park, free, 407-951-5606.

Central Florida Summer 2023 Stamp Show: Hosted by the Central Florida Stamp Club, there will be 15 dealers buying, selling or trading stamps. Free stamps will be provided to children. 10 a.m.-4 p.m. June 3, Venue on the Lake-Maitland Civic Center, 641 S. Maitland Ave., Maitland, free admission and parking. 407-493-0956.

Philippine Independence Day Celebration: Presented by the Council for Filipino-American Organizations of Central Florida, the event will showcase Philippine culture and history with talent shows, music, dances, exhibits and food vendors. 11 a.m.-5 p.m. June 10, Marks Street Senior Recreation Complex, 99 E. Marks St., Orlando, \$5, free for children ages 10 or younger, 407-460-2870.

Dementia Sensitivity: Increase your awareness of Alzheimer's disease and other related dementias by learning about early signs and symptoms, communication techniques, and resources to help individuals and their families. Noon May 31, Eatonville branch of the Orange County Library System, 200 E. Kennedy Blvd., Eatonville, free, 407-835-7323.

Orlando Camera Club: Monthly meetings held on Zoom and in-person. 6:30 p.m. the second and fourth Monday of each month, Marks Street Senior Recreation Complex, 99 E. Marks St., Orlando, free, orlandocameraclub.com.

Orlando Chapter of the Florida Writers Association: 6:45-8:45 p.m. the third Tuesday of the month, Winter Park Library, 1052 W. Morse Blvd., Winter Park, free, 407-928-6215, email DrWhoAR@hotmail.com.

Greater Orlando Orchid Society: 6:30-9:30 p.m. the third Tuesday of the month, Beardall Senior Center, 800 S. Delaney Ave., Orlando, guests welcome, greaterorlandoorchidsociety.com.

Joseph Rassel of the Sentinel staff compiled this report. To submit an item, email communityevents@orlandosentinel.com.

NOTICE OF FIRST PUBLIC HEARING And INVITATION FOR PUBLIC COMMENT Seminole County, Florida Community Development Division

Seminole County receives annual Federal grants through three programs administered by the U.S. Department of Housing and Urban Development (HUD). These programs include the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME), and the Emergency Solutions Grants (ESG) Programs. Listed below is the estimated funding available from HUD for the 2023-2024 Program Year, beginning October 1, 2023 and ending September 30, 2024.

Table with 2 columns: Program, Amount. Rows: CDBG (\$2,176,335.00), HOME (\$ 987,771.00), ESG (\$ 190,975.00), Total: \$3,355,081.00

These programs will fund activities that address the housing and community development needs and priorities identified in the 2020-2024 Consolidated Plan, benefitting lower income persons and neighborhoods throughout Seminole County. The County has also prepared the FY2023-2024 One-Year Action Plan, which outlines programs and projects to be funded and implemented during the 2023-2024 program year to meet the goals identified in the Five-Year Consolidated Plan.

In addition to the FY2023-2024 One-Year Action Plan, the Community Services Department proposes substantial amendments to the following One-Year Action Plans:

Table with 4 columns: Program, Fiscal Year, Activity, Current Activities. Rows include HOME FY2018-19, HOME FY2019-20, HOME FY2020-21, and CDBG-PF FY2022-23.

On July 25, 2023, the Seminole County Board of County Commissioners (BCC) will be considering the FY2023-2024 One-Year Action Plan and the substantial amendments to the above charted One-Year Action Plans for approval. Prior to submitting the plans to the BCC for approval, the Community Development Division is soliciting public comments and input on the FY2023-2024 One-Year Action Plan and the above charted substantial amendments. The public comment period will be open from May 26th through June 26, 2023. Comments will be received at the Seminole County Community Services Department until 4:00 p.m., June 26, 2023. During this period, the One-Year Action Plan will be available for public review in draft form online at www.seminolecountyfl.gov/departments-services/community-services, or in person at the Community Services Department, 520 W. Lake Mary Boulevard, Suite 100, Sanford, Florida 32773.

Community Development Division staff will host a Public Hearing of the FY2023-2024 One-Year Action Plan and the substantial amendments and field public comments on Thursday, May 25, 2023 at 10:00 a.m. in the Community Services Department's 3rd Floor conference room. If you are unable to attend the hearing in-person, a link to participate virtually via MS Teams is posted online at www.seminolecountyfl.gov/departments-services/community-services. Use Meeting ID: 295 541 145 075, with Passcode: ijK5i7. The hearing can also be access via telephone (929) 335-6927, with Phone Conference ID: 481 609 583#.

Comments should be submitted to Elvis Santana via email ssantana@seminolecountyfl.gov or via telephone at (407) 665-2307. Comments may also be mailed to 520 W. Lake Mary Blvd., Suite 100, Sanford, FL 32773. Where applicable, the County will respond in writing, to all public comments received.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE CLOSE OF THE PUBLIC COMMENT PERIOD AT (407) 665-7941. FOR HEARING IMPAIRED INDIVIDUALS, THE FLORIDA RELAY NUMBER IS 1-800-955-8771.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE COUNTY MANAGER'S OFFICE, AT 407-665-7224. PERSONS ARE ADVISED, 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 ENSURE 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.

Legal Notices Additional Public Notices can be found online at classifieds.orlandosentinel.com and floridapublicnotices.com

Fictitious Name NOTICE UNDER FICTITIOUS NAME TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit: Prestigious Innovators under which (I am) (we are) engaged in business at 109 Live Oaks Blvd #182044, Casselberry FL 32707 That the (party) (parties) interested in said business enterprise is as follows: Camia Owens 109 Live Oaks Blvd #182044 Dated at Casselberry, Seminole County, Florida, 05/08/2023 SEM7431421 5/14/2023

NOTICE UNDER FICTITIOUS NAME TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit: TPI Institute under which (I am) (we are) engaged in business at 109 Live Oaks Blvd #182044 That the (party) (parties) interested in said business enterprise is as follows: Prestigious Innovators Institute LLC 109 Live Oaks Blvd #182044 Dated at Casselberry, Seminole County, Florida, 05/09/2023 SEM7432117 5/14/2023

Public Hearing Notices SEMINOLE COUNTY NOTICE OF DRAINAGE AND UTILITY VACATE HEARING TO BE HELD MAY 23, 2023 AT 9:00 A.M. Notice is hereby given that the Seminole County Board of County Commissioners (BCC) will conduct a Consent item public hearing as noticed above, or as soon thereafter as possible, in the County Services Building, 1101 East First Street, Sanford, Florida, Room 1028 (Board Chambers). The purpose of this hearing is to receive public input on this matter, and take BCC action on the project listed below: Atlantic Drive (150) Utility Easement Vacate - Adopt the Resolution vacating and abandoning a portion of a fifteen (15) foot platted drainage and utility easement along the rear lot line on Lot 32 of Alouga Lakes Phase I, as recorded in the Public Records of Seminole County, Florida in Plat Book 52, Pages 70 to 80, more particularly known as 3220 Oakmont Terrace, Longwood, (Bernard Barakat, Applicant) District 5, Herr (Doug Robinson, Project Manager).

and abandoning a portion of a fourteen (14) foot platted Utility Easement on Lot 8, Lot 9 and Lot 10, Seminole Industrial Park, First Addition, as recorded in the Public Record of Seminole County, Book 14, Page 30, more particularly known as 150 Atlantic Drive, (Waldo Cardone - Nuvo Development Partners, LLC, Applicant) Lockhart - District 4 (Annie Siltaway, Project Manager). Interested parties may appear at this hearing and present written/oral input regarding the proposed item listed above and related matters or submit written comments to asiltaway@seminolecountyfl.gov at the Seminole County Planning and Development Division, 1101 East First Street, Sanford, FL 32771, Room 2028, or telephone Doug Robinson at 407-665-7940. This hearing may be continued from time to time as found necessary. Additional information regarding these matters is available for public review at the address above between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. For more information, agendas for BCC hearings are located on the County's website at www.seminolecountyfl.gov/departments-services/board-of-county-commissioners/meeting-agendas.shtml, prior to the scheduled hearing. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Human Resources Department ADA Coordinator 48 hours in advance of this hearing at 407-665-7940. Persons are advised that if they decide to appeal any decisions made at this hearing, they will need a record of the proceedings, and for such purpose they may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (Florida Statutes, Section 286.0105).

Interested parties may appear at this hearing and present written/oral input regarding the proposed item listed above and related matters or submit written comments to drobinson@seminolecountyfl.gov at the Seminole County Planning and Development Division, 1101 East First Street, Sanford, FL 32771, Room 2028, or telephone Doug Robinson at 407-665-7940. This hearing may be continued from time to time as found necessary. Additional information regarding these matters is available for public review at the address above between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. For more information, agendas for BCC hearings are located on the County's website at www.seminolecountyfl.gov/departments-services/board-of-county-commissioners/meeting-agendas.shtml, prior to the scheduled hearing. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Human Resources Department ADA Coordinator 48 hours in advance of this hearing at 407-665-7940. Persons are advised that if they decide to appeal any decisions made at this hearing, they will need a record of the proceedings, and for such purpose they may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (Florida Statutes, Section 286.0105).

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA SEM7431563 5/14/2023

Closing of Medical Office

PHYSICIAN TERMINATING PRACTICE NOTICE IS HEREBY GIVEN, pursuant to § 456.058, Fla. Stat. and Rule 64B8-10.002, F.A.C.C., that Rauli Shamsam, MD will no longer be seeing patients with Florida Cancer Specialists, P.L.L., d/b/a Florida Cancer Specialists & Research Institute, effective as of May 31, 2023, and that Florida Cancer Specialists & Research Institute has been designated as records owner; thus, any requests by patients for copies of medical records can be made directly to Florida Cancer Specialists & Research Institute at 805 Currency Circle, Lake Mary, FL 32746. 7424931 507 517 521 5/28/2023

PHYSICIAN TERMINATING PRACTICE NOTICE IS HEREBY GIVEN, pursuant to § 456.058, Fla. Stat. and Rule 64B8-10.002, F.A.C.C., that Martin Shamsam, MD will no longer be seeing patients with Florida Cancer Specialists, P.L.L., d/b/a Florida Cancer Specialists & Research Institute, effective as of May 25, 2023, and that Florida Cancer Specialists & Research Institute has been designated as records owner; thus, any requests by patients for copies of medical records can be made directly to Florida Cancer Specialists & Research Institute at 805 Currency Circle, Lake Mary, FL 32746. 7424951 507 517 521 5/28/2023

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# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2023-761**

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**Title:**

Nuisance Abatement Release of Lien for 7750 Sanford Avenue, Sanford - Authorize the Chairman to execute a Release of Lien in the amount of \$3,889.74 associated with the property located at 7750 Sanford Avenue, Sanford; filed against Mercerdees Murrell (Morgan Voke, Applicant) District5, Herr (**Liz Parkhurst, Project Manager**).

**Division:**

Development Services - Building

**Authorized By:**

Rebecca Hammock

**Contact/Phone Number:**

Bob Pike - 407-665-7460

**Background:**

On July 11, 1989, the structure at 7750 Sanford Avenue, Sanford, was deemed unoccupied and unsuitable for occupancy; dangerous and unsafe; and a hazard to the safety or health of the general public, dilapidation and abandonment.

On September 5, 1989, the Board held a public hearing regarding this case and after Sam Murrell, Attorney representing the property owners stated that Robert G. Smith was a co-owner of the property and was not notified for this hearing, Mr. Murrell explained to the Board that Mr. Smith was responsible for managing the property. In order to clarify the possible ownership issue, the Board continued this item unto the October 10, 1989 hearing.

On October 10, 1989, the case was heard by the Board. As no one spoke for or against the condemnation of the structure, the Board approved Resolution 89-R-365 setting a deadline of October 24, 1989 for the property to be abated. Additionally, the Board authorized necessary corrective action by the County if the property owners did not abate the structure and to assess the costs against the property and owner.

Under the authority of Seminole County Code 168.13, abatement actions were undertaken by the County in 1980 to address the hazardous nuisance consisting of a

structure located at 7750 Sanford Avenue, Sanford, Tax Parcel ID: 12-20-30-509-0000-0190.

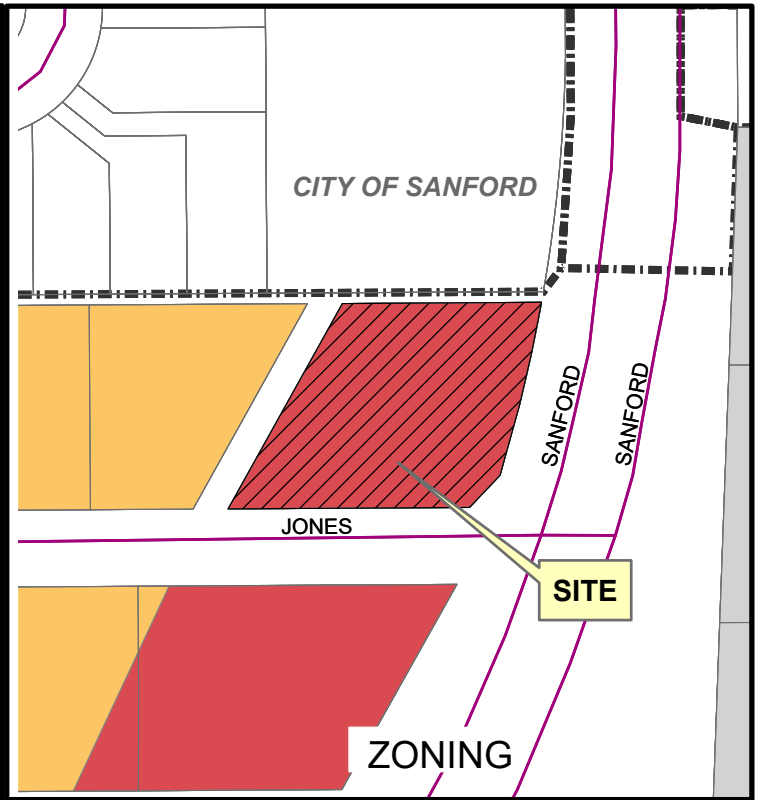
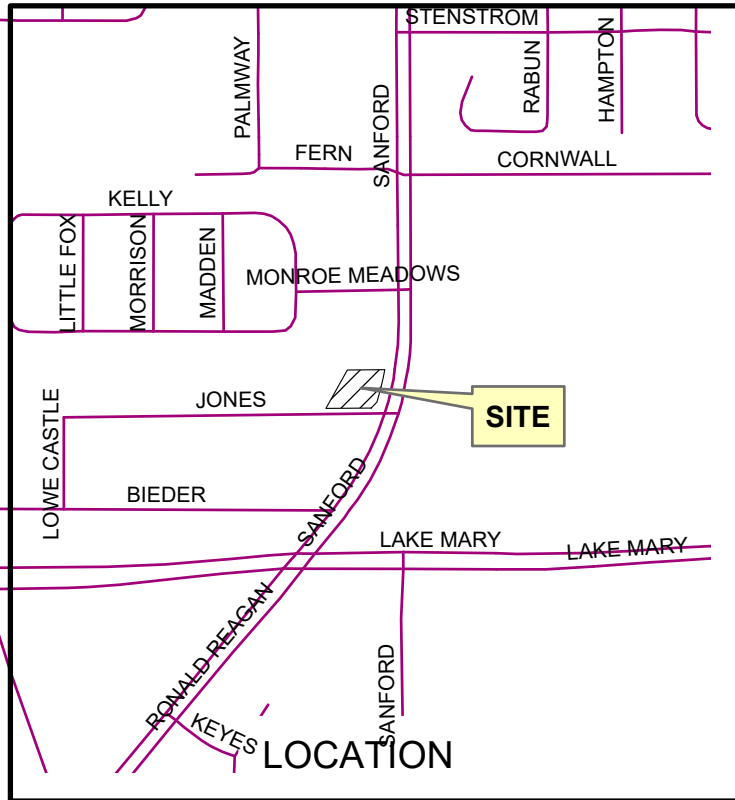
The Condemnation Lien in the amount of \$3,889.74 was imposed by the Board on July 13, 1990, and is in Official Record Book 2201, Page 1693.

The current owners of the property, Morgan Voke and Deborah R. Longstaff, purchased the parcel from a Tax Deed Sale in 2018. The lien survived the Tax Deed Sale per Fla. Stat. §197.552 and was transferred to the buyers. Over the last 33 years, the County has not pursued collection or foreclosure, and the current owners wish to clear the parcel's title.

After review by the County Attorney's Office as to whether the lien and accrued interest is applicable due to the age of the lien, they determined this issue is within the scope of Chapter 55 of the Florida Statutes. As the Board acted in a quasi-judicial capacity and their resolution qualified as an order that successfully created a lien, the creation of this lien is captured under Fla. Stat. §55.10 where "[an] ... order ... becomes a lien on real property in any county when a certified copy of it is recorded in the official records ... of the county". However, the County may not collect this lien or its accrued interest because, under Fla. Stat. §55.081, the statute of limitations has run out, and the lien expired 20 years after the date of the order.

**Staff Recommendation:**

Authorize the Chairman to execute a Release of Lien in the amount of \$3,889.74 associated with the property located at 7750 Sanford Avenue, Sanford and filed against Mercerdees Murrell.







**MORGAN VOKE  
DEBORAH R. LONGSTAFF  
SANFORD AVENUE, SANFORD**

**SEMINOLE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**PARCEL: 12-20-30-0509-0000-0190**

**LEGEND**

-  Site
-  C-1
-  R-1
-  City Bnd





# Property Record Card



**Parcel** 12-20-30-509-0000-0190

**Property Address** , FL

## Parcel Location

## Site View



Sorry, No Image Available at this Time

## Parcel Information

## Value Summary

<b>Parcel</b>	12-20-30-509-0000-0190
<b>Owner(s)</b>	VOKE, MORGAN - Tenants in Common :50 LONGSTAFF, DEBORAH R - Tenants in Common :50
<b>Property Address</b>	, FL
<b>Mailing</b>	1280 AMANDA ST ALTAMONTE SPG, FL 32701-1924
<b>Subdivision Name</b>	SOUTH SANFORD HEIGHTS ADD
<b>Tax District</b>	01-COUNTY-TX DIST 1
<b>DOR Use Code</b>	10-VAC GENERAL-COMMERCIAL
<b>Exemptions</b>	None
<b>AG Classification</b>	No

	2023 Working Values	2022 Certified Values
<b>Valuation Method</b>	Cost/Market	Cost/Market
<b>Number of Buildings</b>	0	0
<b>Depreciated Bldg Value</b>		
<b>Depreciated EXFT Value</b>		
<b>Land Value (Market)</b>	\$130,636	\$109,044
<b>Land Value Ag</b>		
<b>Just/Market Value</b>	\$130,636	\$109,044
<b>Portability Adj</b>		
<b>Save Our Homes Adj</b>	\$0	\$0
<b>Amendment 1 Adj</b>	\$0	\$0
<b>P&amp;G Adj</b>	\$0	\$0
<b>Assessed Value</b>	\$130,636	\$109,044

## 2022 Certified Tax Summary

**2022 Tax Amount without Exemptions** \$1,462.07  
**2022 Tax Bill Amount** \$1,462.07

\* Does NOT INCLUDE Non Ad Valorem Assessments

## Legal Description

LOTS 19 (LESS RD) + 20  
 SOUTH SANFORD HEIGHTS ADD  
 PB 2 PG 119

## Taxes

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$130,636	\$0	\$130,636
SJWM(Saint Johns Water Management)	\$130,636	\$0	\$130,636
FIRE	\$130,636	\$0	\$130,636
COUNTY GENERAL FUND	\$130,636	\$0	\$130,636
Schools	\$130,636	\$0	\$130,636

## Sales

Description	Date	Book	Page	Amount	Qualified	Vac/Imp
TAX DEED	07/21/2022	10288	1109	\$42,000	No	Improved
QUIT CLAIM DEED	10/01/2012	07887	0356	\$100	No	Improved
ADMINISTRATIVE DEED	09/01/2011	07737	1378	\$100	No	Improved
WARRANTY DEED	10/01/1987	01896	0369	\$100	No	Improved
WARRANTY DEED	01/01/1985	01710	0995	\$100	No	Improved

## Land

Method	Frontage	Depth	Units	Units Price	Land Value
SQUARE FEET			17994	\$7.26	\$130,636

## Building Information Permits

Permit #	Description	Agency	Amount	CO Date	Permit Date
04612	REMOVAL OF UNDERGROUND GAS TANKS	County	\$9,000		5/1/2001
01652	DEMOLITION.	County	\$1,000		4/16/2013

## Extra Features

Description	Year Built	Units	Value	New Cost
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## Zoning

Zoning	Zoning Description	Future Land Use	Future Land Use Description
C-1	Commercial	COM	Retail Commercial-Commodies

## Utility Information

Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
32.00	FPL	AT&T	SANFORD	CITY OF SANFORD	NA	NA	NA	NA

## Political Representation

Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 5 - Andria Herr	Dist 7 - Cory Mills	Dist 28 - David "Dave" Smith	Dist 9 - Jason Brodeur	17

## School Information

Elementary School District	Middle School District	High School District
Region 3	Millennium	Seminole

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**B.C.C. AGENDA  
DEPARTMENT OF ENGINEERING  
July 11, 1989**

1. Adoption of a Resolution accepting the paving and appurtenant drainage facilities in Markham Meadows. (District 3)

ACTION REQUESTED: A. Adopt and authorize Chairman to sign Resolution accepting the paving and appurtenant drainage facilities.

274

B. Deliver document(s) to the Clerk for recording.

2. Adoption of a Resolution accepting the conveyance of a Sidewalk Easement by J. Thomas Bowden adjacent to South Street for the protection of pedestrians. (District 2)

ACTION REQUESTED: A. Adopt and authorize Chairman to sign Resolution accepting the Sidewalk Easement.

277

B. Deliver document(s) to the Clerk for recording.

3. Adoption of a Resolution accepting the conveyance of a Sidewalk Easement by Vijay Patel adjacent to South Street for the protection of pedestrians. (District 2)

ACTION REQUESTED: A. Adopt and authorize Chairman to sign Resolution accepting the Sidewalk Easement.

278

B. Deliver document(s) to the Clerk for recording.

4. Acceptance of Work Order No. 007 - Mizo-Hill, Incorporated, in the amount of \$9,517.66 to relocate Water Retention Area No. 2 for the Lake Mary Boulevard Project (Markham Woods Road to Country Club Road [C-15]) Funds for this Work Order are identified in Account #301-1201-05-00-541-60-63. (District 2)

ACTION REQUESTED: A. Approve and authorize Chairman to sign Work Order.

B. Deliver document(s) to the Clerk for recording.

5. Acceptance of an Amendment to Work Order No. 26 - Prime Design, Inc., to finalize the contract costs by adding \$4,025.50 for soils and material testing performed by subconsultant Jammal & Associates, Inc., during the construction of Red Bug Lake Road (State Road 436 to Approximately One Mile East of State Road 436). Funds for this Work Order are identified in Account #116-0793-00-00-541-60-63. (District 1)

WJD

ACTION REQUESTED: A. Approve and authorize Chairman to sign Amended Work Order.

B. Deliver document(s) to the Clerk for recording.

6. Acceptance of a Purchase Agreement for Parcel Nos. 188/R83 for the County Road 427 Project (Charlotte Street to State Road 434). (District 4)

RAK Development Company, Inc., has indicated its willingness to sell and convey to Seminole County said property for the purchase price of \$2,029.00. Funds for this purchase are identified in Account #301-1201-03-541-60-61.

ACTION REQUESTED: A. Approve and authorize Chairman to sign Purchase Agreement.

B. Deliver document(s) to the Clerk for recording.

6. BCR 89/178 in the amount of \$2,250, accounting adjustment needed to place funds in proper account line due to responsibility of repair and maintenance of self contained breathing apparatus being transferred from Fleet Maintenance to Public Safety/Fire Suppression Rescue, Public Safety - Fire Suppression Rescue.
7. BCR 89/180 in the amount of \$835 to provide funds for soils testing on Wekiva Springs Road at Sweetwater Creek capital deficit project, Public Works - Roads.
8. BCR 89/181 in the amount of \$332,000 to provide funds for Mitchell Hammock Road construction per agreement with BCC and City of Oviedo approved June 13, 1989, Engineering.
9. BCR 89/186 in the amount of \$27,000 to provide additional funds for overtime costs due to vacant positions, Public Safety - Communications.
10. BCR 89/187 in the amount of \$15,000 to provide additional funds for Road Division overtime line, Public Works - Roads.
11. Chairman to execute Satisfaction of Lien, as shown on page 1180, for Arthur H. & Josefa M. Lenhardt of the Pressview Avenue Road Improvement Taxing District.
12. Chairman to execute Agreement, as shown on page 1181, for professional services with the Institute of Tourism Studies, University of Central Florida.

Districts 1, 2, 3, 4 and 5 voted AYE.

**(C) DEPUTY COUNTY MANAGER/COUNTY DEVELOPMENT, Continued**

**(6) BUILDING DEPARTMENT**

Motion by Commissioner Streetman, seconded by Commissioner Kelley to approve and authorize the following:

1. Determine that an unoccupied building described as Lot 312, Bookertown, Section 20, Township 19, Range 30, Thomas Green, Jr., is a public nuisance; and, authorize proceeding with Publication of Notice, Service of Notice and setting a date for a public hearing.
2. Determine that an unoccupied building described as 3505 Hwy. 17-92, Sanford, Section 11, Township 20S, Range 30E, Robert D. Smith, is a public nuisance; and, authorize proceeding with Publication of Notice, Service of Notice and setting a date for a public hearing.
3. Determine that an unoccupied building described as 7750 Hwy. 427, Sanford, part of Lot 19 and all of 20, South Sanford Heights Addition, Mercerdees L. Murrell, is a public nuisance; and, authorize proceeding with Publication of Notice, Service of Notice and setting a date for a public hearing.
4. Determine that an unoccupied building described as 4550 Richard Allen Street, Sanford, Lot 285, Bookertown, Section 20, Township 19, Range 30, Eugene Alexander, is a public nuisance; and, authorize proceeding with Publication of Notice, Service of Notice and setting a date for a public hearing.
5. Determine that an unoccupied building described as 453 Chestnut Street, Sanford, Lots 319 - 3324, Bookertown, Section 20-Township 19, Range 30, Rosa Mae Wright is a public nuisance; and, authorize proceeding with Publication of Notice, Service of Notice and setting a date for a public hearing.

Oct. 10, 1989

1061, commending Judy Stout for her services on the Solid Waste Management & Recycling Task Force.

Districts 1, 2, 3, 4 and 5 voted AYE.

-----

E. Motion by Commissioner Streetman, seconded by Commissioner Kelley to adopt appropriate Resolution #89-R-363, as shown on page 1062, proclaiming the week of October 22 - 29, 1989, "Red Ribbon Week".

Districts 1, 2, 3, 4 and 5 voted AYE.

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F. Motion by Commissioner Sturm, seconded by Commissioner Streetman to adopt appropriate Resolution #89-R-364, as shown on page 1064, proclaiming the week of October 15 - 21, 1989 as "Heart of Florida Reach Out With Love United Way Week".

Districts 1, 2, 3, 4 and 5 voted AYE.

-----

G. Motion by Commissioner Kelley, seconded by Commissioner Sturm to adopt appropriate Resolution #89-R-357, as shown on page 1065, proclaiming October 13, 1989 "Business and Education Day".

Districts 1, 2, 3, 4 and 5 voted AYE.

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Motion by Commissioner Kelley, seconded by Commissioner Warren to authorize the filing of the proofs of publication for this afternoon's scheduled public hearings.

Districts 1, 2, 3, 4 and 5 voted AYE.

**(4A) CONDEMNATION FOR MERCERDEES L. MURRELL, Continued**

Continuation of a public hearing to consider Condemnation of property located at 7750 Highway 427, South Sanford Heights Addition, as described in the proof of publication, Mercedes L. Murrell, owner.

Condemnation Inspector Sead Nabavi addressed the Board to advise since the last meeting, the owners nor their representative have gotten in contact with him.

Oct. 10, 1989

No one spoke in support or in opposition.

Motion by Commissioner Kelley, seconded by Commissioner Sturm to adopt appropriate Resolution #89-R-365, as shown on page 1067, requiring a previously declared Public Nuisance located on property described as 7750 Highway 427, Sanford, to be abated by a date certain, authorizing necessary corrective action to be taken by October 24, 1989, authorizing necessary corrective actions to be taken in the event the nuisance is not so abated, and providing for costs to be assessed against the property, Mercerdees L. Murrell.

Districts 1, 2, 3, 4 and 5 voted AYE.

The Board directed Mr. Nabavi to send the owner a certified letter advising she has until October 24, 1989 to clear the nuisance.

**(42) REQUEST TO VACATE & ABANDON,  
Donna C. Stokes, Continued**

Continuation of a public hearing to consider a request to vacate and abandon right-of-way described as that portion of Chestnut Street lying east of Dunbar Avenue and south of Lot 391, Plat of Bookertown, as described in the proof of publication, Donna C. Stokes.

Land Management Coordinator John Dwyer advised this item was continued from the last meeting in order for staff to get additional information. He stated the staff has no objection to the request. He further advised Mrs. Stokes appears to have a problem with some survey error; however, staff does not feel this affects the vacate and abandonment.

Rosa Stokes addressed the Board to explain to the Board the errors in the survey. She requested approval of the vacate.

Attorney Andrew Spears, representing the Harrisons (adjacent property owners), addressed the Board to speak in opposition, stating a portion of Mrs. Stokes' house is located in the right-of-way and another portion is located on County property. He submitted into the Record a copy of interoffice memo to Buddy

IN RE: Lot 19 (less rd), + 20, SOUTH SANFORD HEIGHTS ADDITION, Section 12, Township 20, Range 30, Plat Book 2, Page 119, according to the Public Records of Seminole County, Florida.

Official Records  
BOOK PAGE  
2201 1693  
SEMINOLE CO. FL.

CONDEMNATION LIEN

SEMINOLE COUNTY, a political subdivision of the State of Florida, asserts a claim against Mercerdees Murrell, her heirs or assigns for costs incurred by SEMINOLE COUNTY in the condemnation proceedings and (demolition of the building), removal of materials, garbage and rubbish from the property described below. Said claim is pursuant to Part 1, Chapter 168, Seminole County Code, authorizing condemnation, (demolition and removal) and assessment of a lien against the subject property.

MARIANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL.

The sum of Three thousand eight hundred eighty nine Dollars and seventy four Cents (\$3889.74) is assessed by the Board of County Commissioners of Seminole County as the reasonable costs incurred in the condemnation of the following property:

061354

Lot 19 (less rd), + 20, SOUTH SANFORD HEIGHTS ADDITION, Plat Book 2, Page 119, according to the Public Records of Seminole County, Florida.

It is further claimed that said costs are just, due and unpaid and SEMINOLE COUNTY hereby asserts this claim against Mercerdees Murrell, her heirs or assigns and creates a lien upon the above-described property in the amount of Three thousand eight hundred eighty nine Dollars and seventy four Cents (\$3889.74) as authorized by Part 1, Chapter 168, Seminole County Code.

RECORDED & VERIFIED

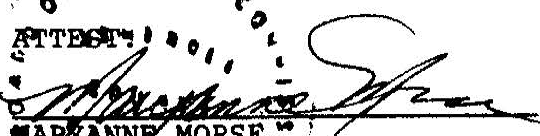
1990 JUL 18 PM 3:48

DATED This 15th day of July, 1990

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: Sandra S. Glenn  
SANDRA S. GLENN, Chairman

Date: JUL 13 1990

ATTEST:  
  
MARIANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

RETURN TO SANDY WALL

FILED IN OFFICE  
CLERK OF CIRCUIT COURT  
SEMINOLE CO. FL.  
BY: ce  
90 JUL 13 AM 9:19

**RELEASE OF LIEN  
AS TO PARTICULAR PARCEL**

**THIS** instrument disclaims and releases the lien imposed by the Order Imposing Lien for Cost of Public Nuisance Abatement, issued by the Seminole County Board of County Commissioners, filed against **MERCERDEES MURRELL** by and on behalf of Seminole County, on July 13, 1990, and recorded in Official Records Book 2201, Page 1693, of the Public Records of Seminole County, Florida, only against the following described real property:

LOTS 19 (LESS RD) + 20 SOUTH SANFORD HEIGHTS ADD PB 2 PG 119  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel I.D. NO.: **12-20-30-509-0000-0190**

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

**DATED** this 27<sup>th</sup> day of July, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Grant Maloy  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
Amy Lockhart, Chairman  
Date: \_\_\_\_\_

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

As authorized for execution by the  
Board of County Commissioners at its  
July 27, 2023 regular meeting.

\_\_\_\_\_  
County Attorney





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2023-786**

**Title:**

Approve and authorize the Chairman to execute the Second Amendment to Preferred Operator Agreement between Seminole County and Perfect Game USA, Inc. to detail the installation of live streaming cameras. District5 - Herr (**Michael Wirsing, Parks and Recreation Division Manager** )

**Division:**

Leisure Services - Parks and Recreation

**Authorized By:**

Richard E Durr, Jr., CPRP, AICP, PLA

**Contact/Phone Number:**

Michael Wirsing/407-665-2171

**Background:**

Seminole County entered into a Preferred Operator agreement with Perfect Game USA, Inc. on October 26, 2020, which was amended on September 27, 2022, to allow Perfect Game to use the Boombah Sports Complex to host baseball events and generate a substantial positive economic impact to Seminole County. Perfect Game, as a premier travel baseball and scouting event company, has a track record of hosting quality baseball events in Seminole County and has generated 30 million dollars worth of economic benefit to the County during each fiscal year of this Agreement.

Perfect Game seeks to enhance the baseball experience it provides by using different technology platforms, including live-streaming games. The agreement between Perfect Game and Seminole County contemplates the use of such technology and requires both parties to work in good faith to develop a plan for its implementation.

This amendment is necessary to detail the installation of live-streaming cameras and to enable both parties to continue to enjoy the mutual benefits of the Agreement.

**Staff Recommendation:**

Approve and authorize the Chairman to execute the Second Amendment to Preferred

Operator Agreement with Perfect Game USA, Inc. to detail the installation of live streaming cameras.

**SECOND AMENDMENT TO PREFERRED OPERATOR AGREEMENT  
PERFECT GAME USA, INC.**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is to that certain Agreement made and entered into on the 26th day of October, 2020, as amended on September 27, 2022, between **PERFECT GAME USA, INC.**, whose address is whose address is 850 Twixt Town Road NE, Cedar Rapids, Iowa 52402, in this Amendment referred to as “PERFECT GAME”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

**W I T N E S S E T H:**

**WHEREAS**, PERFECT GAME and COUNTY entered into the above referenced Agreement on October 26, 2020, as amended on September 27, 2022, to allow PERFECT GAME to use the Boombah Sports Complex to host baseball events and generate a substantial positive economic impact to COUNTY; and



**WHEREAS**, PERFECT GAME, as a premier travel baseball and scouting event company, has a track record of hosting quality baseball events in Seminole County and has generated 30 million dollars’ worth of economic benefit to the County during each fiscal year of this Agreement; and

**WHEREAS**, PERFECT GAME seeks to enhance the baseball experience it provides by using different technology platforms, including by live streaming games; and

**WHEREAS**, the agreement between PERFECT GAME and COUNTY contemplates the use of such technology and requires both parties to work in good faith to develop a plan on its implementation; and

**WHEREAS**, the parties desire to amend the Agreement to detail the installation of live

streaming cameras and to enable both parties to continue to enjoy the mutual benefits of the Agreement; and

**WHEREAS**, Section 13 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

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

1. Section 3(i) of the Agreement is amended to read as follows:

PERFECT GAME will work in good faith with COUNTY to identify platforms that will be used or installed at the Complex through PERFECT GAME. Some of these technologies may include the following:

(1) Live Streaming of Games

(2) Athlete Performance Systems

(3) Doppler Radar System



(4) RDIF Technology

*Any shared costs associated with any other technologies will only be incurred if mutually agreed to by both parties in writing prior to initiation and installation of such technologies.*

As part of this good-faith effort, PERFECT GAME may install cameras and networking equipment for the live streaming of its games so long as PERFECT GAME assumes all risks associated with the installation, maintenance, and operation of the equipment, including the responsibility arising from any damage or loss to the equipment as a result of theft, vandalism, or from natural causes. PERFECT GAME agrees to indemnify and hold the COUNTY and its Commissioners, officials, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees) arising from or in connection with any damage to property or injury to persons caused by the

equipment. This does not, however, substitute or alter any liability or insurance provision found in Section 8 of the Agreement.

Last, PERFECT GAME shall provide public notice at the Boombah Sports Complex, advertising that the Complex is being monitored for commercial purposes and participants entering the premises consent to being recorded.

2. This Amendment takes effect on July 5, 2023, notwithstanding the date of execution.
3. Except as modified by this Second Amendment, all terms and conditions of the original Agreement as recently amended on September 27, 2022, remain in full force and effect for the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

\_\_\_\_\_



PERFECT GAME USA, INC.

By: \_\_\_\_\_

ROBERT L. PONGER, Director

[CORPORATE SEAL]

Date: \_\_\_\_\_

*[The balance of this page is left intentionally blank.  
Signatures and attestations are continued on the following page.]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
DARREN GRAY, County Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

GLK  
7/5/23



T:\Users\gkahn\Leisure Services\Amendments to Agreement\Perfect Game Amendment LWR 8407\PG Live Streaming Second  
Amendment.docx



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2023-772**

**Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel No. 102-1 for property interests needed for the Orange Boulevard Improvement Project (1,851± SF) between Donald W. Boughan and Roberta Sue Boughan both as Co-Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust and Gerald L. Boughan and Keith A. Boughan and Seminole County for \$10,650.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District 5 - Herr (**Jean Jreij P.E., Public Works Director/County Engineer**).

**Division:**

Public Works - Engineering

**Authorized By:**

Jean Jreij, P.E.

**Contact/Phone Number:**

Neil Newton - 407-665-5711

**Background:**

This parcel (No. 102-1) has been identified as being needed for property interests necessary for the County's Orange Boulevard Improvement Project. The owners (Donald W. Boughan and Roberta Sue Boughan both as Co-Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust and Gerald L. Boughan and Keith A. Boughan / Tax ID No. 25-19-30-300-002F-0000) of the property located at 5560 Orange Boulevard on the westerly side of Orange Boulevard, approximately 500± feet (0.09 miles) north of State Road 46, in Sanford, Florida, have agreed to sell and convey said property interests to Seminole County for the sum of \$10,650.00 inclusive of all fees and costs.


The parent property is improved with a single-family residence and ancillary improvements and consists of 1.05± acres of land. The County's valuation of this acquisition is \$6,100.00. The County's incentivized offer amount was \$10,650.00, which was accepted by the owners, inclusive of all fees and costs.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute a Purchase Agreement related to Parcel No. 102-1 for acquisition of property interests needed for the Orange Boulevard Improvement Project (1,851± SF) between Donald W. Boughan and Roberta Sue Boughan both as Co-Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust and Gerald L. Boughan and Keith A. Boughan and Seminole County for \$10,650.00, as full settlement of any claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

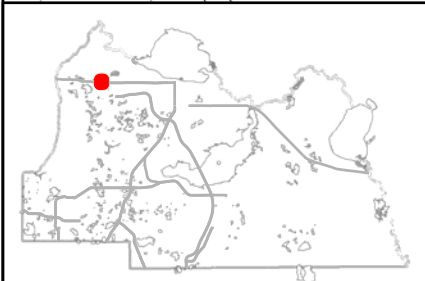
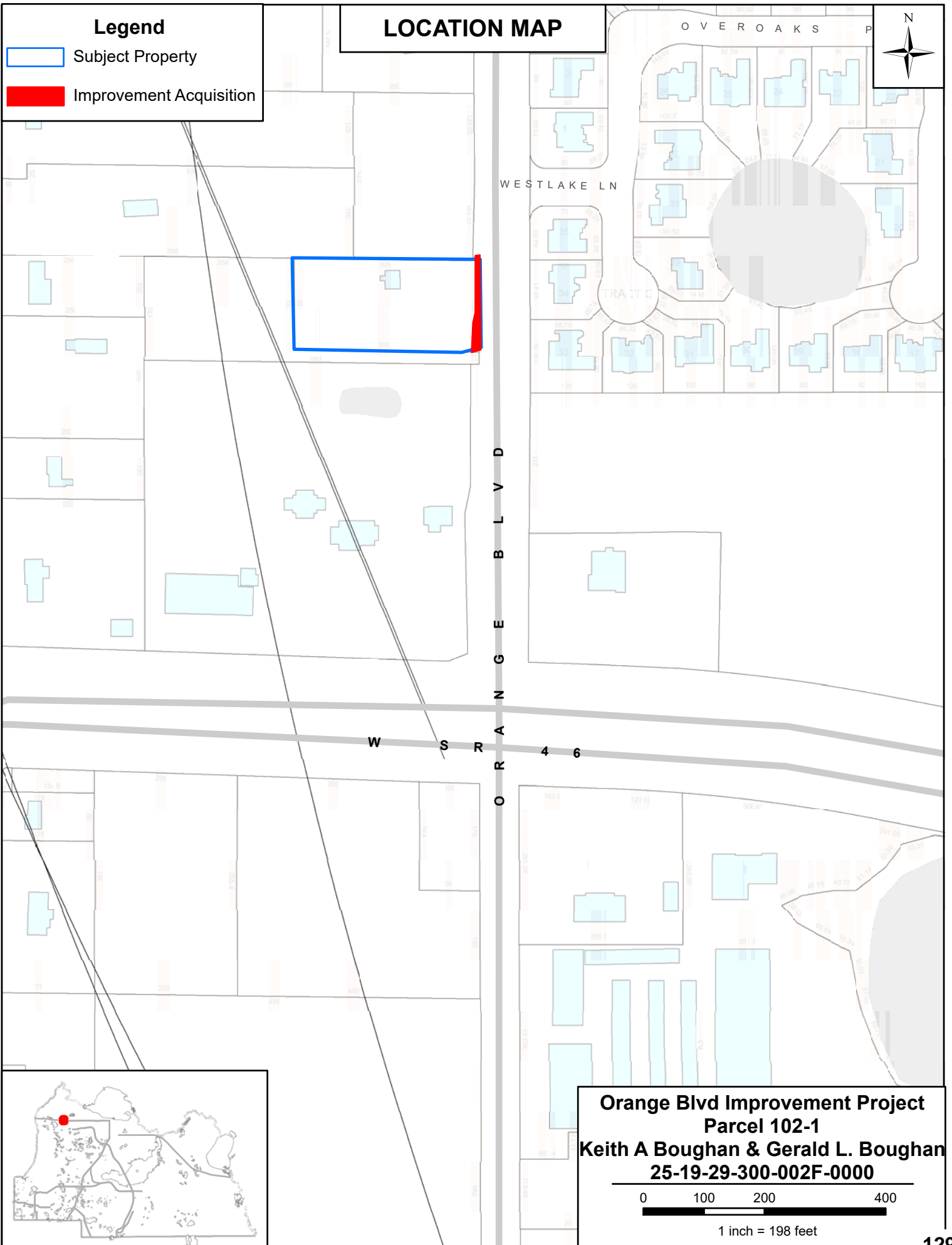


**Legend**

 Subject Property

 Improvement Acquisition

**LOCATION MAP**



**Orange Blvd Improvement Project  
Parcel 102-1  
Keith A Boughan & Gerald L. Boughan  
25-19-29-300-002F-0000**

0 100 200 400

1 inch = 198 feet

Owner Name: The duly appointed Trustees of Donald W. Boughan Trust and the Roberta Sue Boughan Trust,  
Gerald L. Boughan, & Keith A. Boughan

**PURCHASE AGREEMENT**

Fee Simple

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between the duly appointed Trustee of Donald W. Boughan Trust, the duly appointed Trustee of the Roberta Sue Boughan Trust, Gerald L. Boughan, and Keith A. Boughan, whose address is 1810 Birds Lane, Sumner, Illinois 62466-4021, in this Agreement collectively 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 road project 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 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. Numbers: 25-19-29-300-002F-0000

**II. CONVEYANCE AND PURCHASE PRICE**

(a) OWNER shall sell and convey the Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of TEN THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$10,650.00). 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 Warranty Deed, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance

Owner Name: The duly appointed Trustees of Donald W. Boughan Trust and the Roberta Sue Boughan Trust, Gerald L. Boughan, & Keith A. Boughan

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, 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 Warranty Deed 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 (2022).

### 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 warranty deed.

Owner Name: The duly appointed Trustees of Donald W. Boughan Trust and the Roberta Sue Boughan Trust,  
Gerald L. Boughan, & Keith A. Boughan

(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 (2022), 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 (2021), as this statute may be amended from time to time, relating to ethics in government.

Owner Name: The duly appointed Trustees of Donald W. Boughan Trust and the Roberta Sue Boughan Trust, Gerald L. Boughan, & Keith A. Boughan

(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.

ATTEST:

DONALD W. BOUGHAN, AS CO-TRUSTEE OF THE DONALD W. BOUGHAN TRUST AND ROBERTA SUE BOUGHAN TRUST

BY: \_\_\_\_\_

Jerrie K Roark  
SIGNATURE

Jerrie Roark  
PRINT NAME

Samantha L Baker  
SIGNATURE

Samantha L Baker  
PRINT NAME

DONALD W. BOUGHAN  
PRINT NAME

6-22-23  
DATE

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

Road Project: Orange Blvd. Improvement Project - Parcel 102-1  
Parcel Address: 5570 Orange Blvd., Sanford, Florida 32771

Owner Name: The duly appointed Trustees of Donald W. Boughan Trust and the Roberta Sue Boughan Trust,  
Gerald L. Boughan, & Keith A. Boughan

ATTEST:

ROBERTA SUE BOUGHAN, AS CO-  
TRUSTEE OF THE DONALD W.  
BOUGHAN TRUST AND ROBERTA SUE  
BOUGHAN TRUST

Jerril R Roark  
SIGNATURE

BY: Roberta Sue Boughan

Jerril Roark  
PRINT NAME

ROBERTA SUE BOUGHAN  
PRINT NAME

Samantha L Baker  
SIGNATURE

\_\_\_\_\_  
DATE

Samantha L Baker  
PRINT NAME

*[Balance of this page intentionally blank; signatory page continues on Page 6]*



Road Project: Orange Blvd. Improvement Project - Parcel 102-1

Parcel Address: 5570 Orange Blvd., Sanford, Florida 32771

Owner Name: The duly appointed Trustees of Donald W. Boughan Trust and the Roberta Sue Boughan Trust,  
Gerald L. Boughan, & Keith A. Boughan

ATTEST:

Jerry R Roark  
Witness

Jerry R Roark  
Print Name

Samantha L Baker  
Witness

Samantha L Baker  
Print Name

Gerald L Boughan  
GERALD L. BOUGHAN

6-7-23  
Date

*[Balance of this page intentionally blank; signatory page continues on Page 7]*



Road Project: Orange Blvd. Improvement Project - Parcel 102-1

Parcel Address: 5570 Orange Blvd., Sanford, Florida 32771

Owner Name: The duly appointed Trustees of Donald W. Boughan Trust and the Roberta Sue Boughan Trust,  
Gerald L. Boughan, & Keith A. Boughan

ATTEST:

Jerril R Roark  
Witness

Jerril R Roark  
Print Name

Samantha L Baker  
Witness

Samantha L Baker  
Print Name

Keith A Boughan  
KEITH A. BOUGHAN

7-22-23  
Date

*[Balance of this page intentionally blank; signatory page continues on Page 8]*





Road Project: Orange Blvd. Improvement Project - Parcel 102-1  
Parcel Address: 5570 Orange Blvd., Sanford, Florida 32771

Owner Name: The duly appointed Trustees of Donald W. Boughan Trust and the Roberta Sue Boughan Trust,  
Gerald L. Boughan, & Keith A. Boughan

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
AMY LOCKHART, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2023, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachment:  
Exhibit "A" – Legal Description and Sketch





**LEGAL DESCRIPTION  
PARCEL 102-1  
SEE SHEET 1 FOR SKETCH**

PARCEL NO. 102-1  
RIGHT OF WAY

A parcel of land being a portion of Government Lot 1 of Section 25, Township 19 South, Range 29 East, Seminole County, Florida.

(Being a portion of the lands described and recorded in Official Records Book 1211, Page 1837 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Northeast corner of Government Lot 1 of Section 25, Township 19 South, Range 29 East, Seminole County, Florida, and run North 89°12'29" West, 25.00 feet along the North boundary of said Government Lot 1 to a point on the existing West right of way line of Orange Boulevard; thence South 00°06'35" East, 275.03 feet along said existing West right of way line to the Northeast corner of the lands described and recorded in Official Records Book 1211, Page 1837 of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence continue South 00°06'35" East, 150.00 feet along said existing West right of way line and the East boundary of said lands to the Southeast corner of said lands; thence North 89°12'29" West, 14.21 feet along the South boundary of said lands to a point; thence North 01°19'21" East, 149.99 feet to a point on the North boundary of said lands; thence South 89°12'29" East, 10.46 feet along said North boundary returning to said POINT OF BEGINNING.

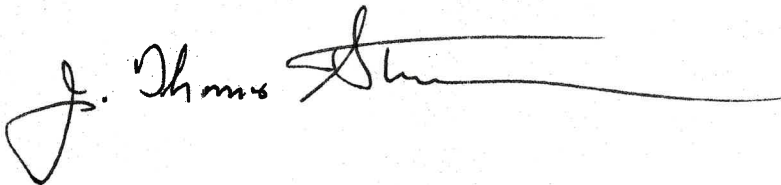
Containing: 1851 Square Feet, more or less.

			<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
			<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>			
			<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>		<b>SEMINOLE COUNTY</b>	
			BY	DATE	<b>NOT VALID WITHOUT SHEETS 1 AND 3</b>	
			DRAWN	C.SCHIELKE 04-13-21		
			CHECKED	T.STEVENSON 04-14-21	<b>C.I.P. NO. 01785303</b>	
REVISION	BY	DATE	<b>SHEET 2 OF 3</b>			

**LEGAL DESCRIPTION  
PARCEL 102-1  
SEE SHEET 1 FOR SKETCH**

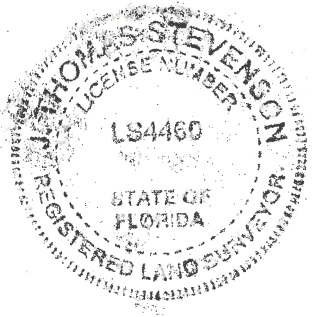
**SURVEYOR'S NOTES:**

1. Bearings shown hereon are based on the East Boundary of Government Lot 1 of SECTION 25, TOWNSHIP 19 SOUTH, RANGE 29 EAST, Seminole County, Florida, being North 00°06'35" West.
2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.



J. THOMAS STEVENSON - PLS  
 FLORIDA REGISTRATION NUMBER 4460  
 JONES, WOOD & GENTRY, INC. - LB 1  
 9645 EAST COLONIAL DRIVE - SUITE 114  
 ORLANDO, FLORIDA 32817  
 TELEPHONE: 407-898-7780  
 DATE: APRIL 14, 2021

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**LEGEND**

- Δ = DELTA/DEFLECTION ANGLE
- BLVD = BOULEVARD
- (C) = CALCULATED DATA
- ☉ = CENTERLINE
- C.I.P. = CAPITAL IMPROVEMENT PROGRAM
- C.R. = COUNTY ROAD
- (D) = DEED DATA
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- PGS. = PAGES
- P.I. = POINT OF INTERSECTION
- PLS = PROFESSIONAL LAND SURVEYOR
- R = PROPERTY LINE
- R/W = RIGHT OF WAY

		<b>SEMINOLE COUNTY PUBLIC WORKS</b>	
		<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>	
		<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>	<b>SEMINOLE COUNTY</b>
	BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS102-1.DGN JOB NO. 29183
	DRAWN	C.SCHIELKE 04-13-21	
	CHECKED	T.STEVENSON 04-14-21	NOT VALID WITHOUT SHEETS 1 AND 2
REVISION	BY	DATE	C.I.P. NO. 01785303
			SHEET 3 OF 3



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2023-774**

**Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel No. 102 for property interests needed for the Orange Boulevard Improvement Project (296± SF) between Donald W. Boughan and Roberta Sue Boughan both as Co-Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust and Seminole County for \$2,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (**Jean Jreij P.E, Public Works Director/County Engineer**).

**Division:**

Public Works - Engineering

**Authorized By:**

Jean Jreij, P.E.

**Contact/Phone Number:**

Neil Newton - 407-665-5711

**Background:**


This parcel (No. 102) has been identified as being needed for property interests necessary for the County’s Orange Boulevard Improvement Project. The owners (Donald W. Boughan and Roberta Sue Boughan both as Co-Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust / Tax ID No. 25-19-30-300-002G-0000) of the property located on the westerly side of Orange Boulevard, approximately 500± feet (0.09 miles) north of State Road 46, in Sanford, Florida, have agreed to sell and convey said property interests to Seminole County for the sum of \$2,000.00 inclusive of all fees and costs.

The parent property is vacant and consists of 1.1± acres of land. The County’s valuation of this acquisition is \$1,000.00. The County’s incentivized offer amount was \$2,000.00, which was accepted by the owners, inclusive of all fees and costs.

**Staff Recommendation:**

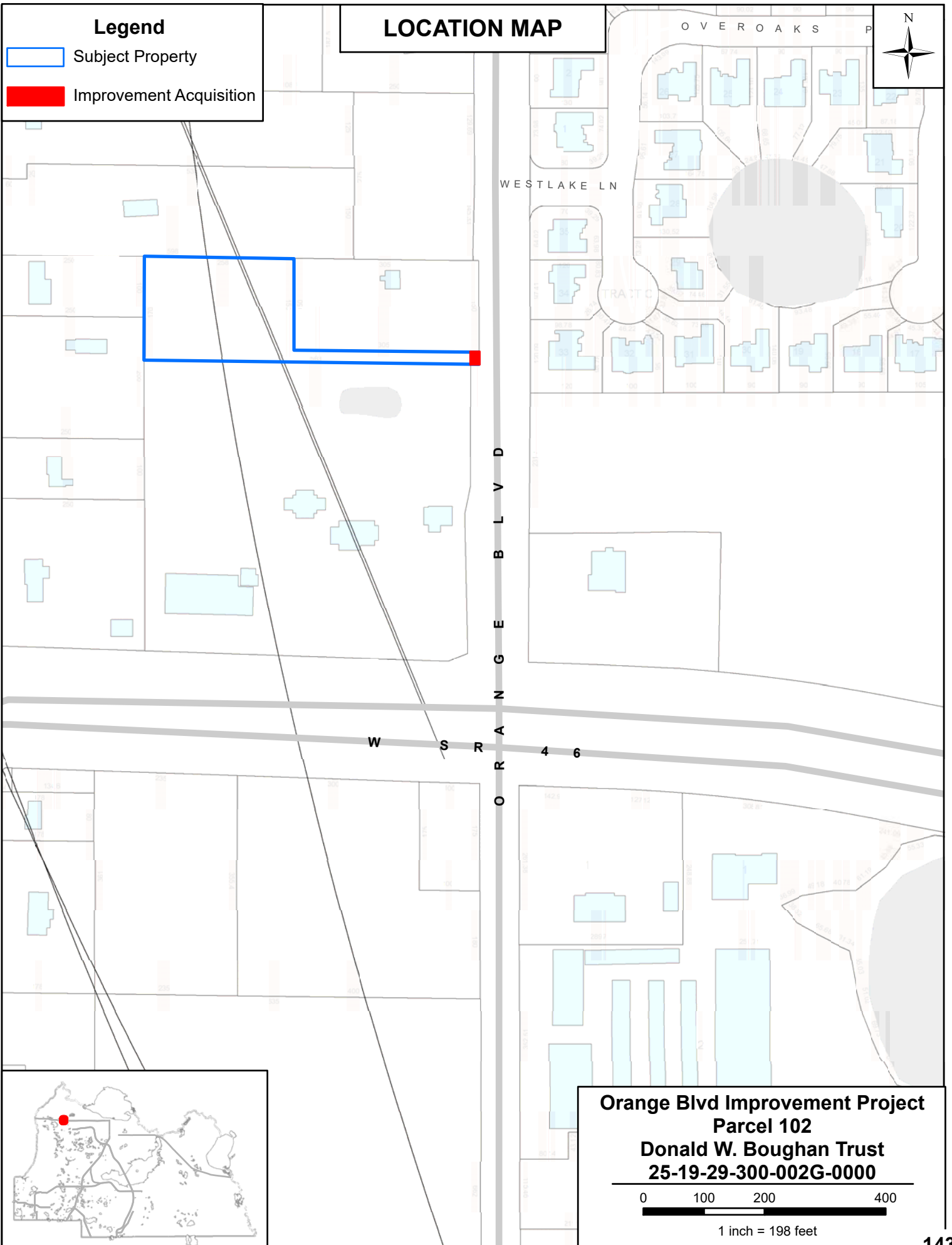
Staff recommends the Board approve and authorize the Chairman to execute a Purchase Agreement related to Parcel No. 102 for acquisition of property interests needed for the Orange Boulevard Improvement Project (296± SF) between Donald W. Boughan and Roberta Sue Boughan both as Co-Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust and Seminole County for \$2,000.00, as full settlement of any claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

### Legend

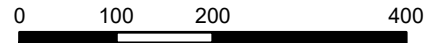
 Subject Property

 Improvement Acquisition

### LOCATION MAP



**Orange Blvd Improvement Project**  
**Parcel 102**  
**Donald W. Boughan Trust**  
**25-19-29-300-002G-0000**



1 inch = 198 feet

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

**PURCHASE AGREEMENT**

Fee Simple

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between the duly appointed Trustee of Donald W. Boughan Trust and the duly appointed Trustee of the Roberta Sue Boughan Trust, whose address is 1810 Birds Lane, Sumner, Illinois 62466-4021, in this Agreement collectively 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 road project 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 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. Numbers: 25-19-29-300-002G-0000

**II. CONVEYANCE AND PURCHASE PRICE**

(a) OWNER shall sell and convey the Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). 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 Warranty Deed, 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.



Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

(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, 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 Warranty Deed 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 (2022).

### 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 warranty deed.

(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 (2022), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

(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 (2022), 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.

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

(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.

ATTEST:

DONALD W. BOUGHAN, AS CO-TRUSTEE OF THE DONALD W. BOUGHAN TRUST AND ROBERTA SUE BOUGHAN TRUST

Terrie R Roark  
SIGNATURE

BY: Donald W Boughan

Terrie R Roark  
PRINT NAME

DONALD W. BOUGHAN  
PRINT NAME

Samantha L Baker  
SIGNATURE

6-22-23  
DATE

Samantha L Baker  
PRINT NAME

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

Road Project: Orange Blvd Improvement - Parcel 102  
Parcel Address: 5570 Orange Blvd., Sanford, Florida 32771

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

ATTEST:

ROBERTA SUE BOUGHAN, AS CO-  
TRUSTEE OF THE DONALD W.  
BOUGHAN TRUST AND ROBERTA SUE  
BOUGHAN TRUST

Jerrie R Roark  
SIGNATURE

BY: Roberta Sue Boughan

Jerrie R Roark  
PRINT NAME

ROBERTA SUE BOUGHAN  
PRINT NAME

Samantha L Baker  
SIGNATURE

6-22-23  
DATE

Samantha L Baker  
PRINT NAME

*[Balance of this page intentionally blank; signatory page continues on Page 6]*

Road Project: Orange Blvd Improvement - Parcel 102  
Parcel Address: 5570 Orange Blvd., Sanford, Florida 32771

Owner Name: The duly appointed Trustees of the Donald W. Boughan Trust and the Roberta Sue Boughan Trust

BOARD OF COUNTY COMMISSIONERS

ATTEST:

SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
AMY LOCKHART, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2023, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

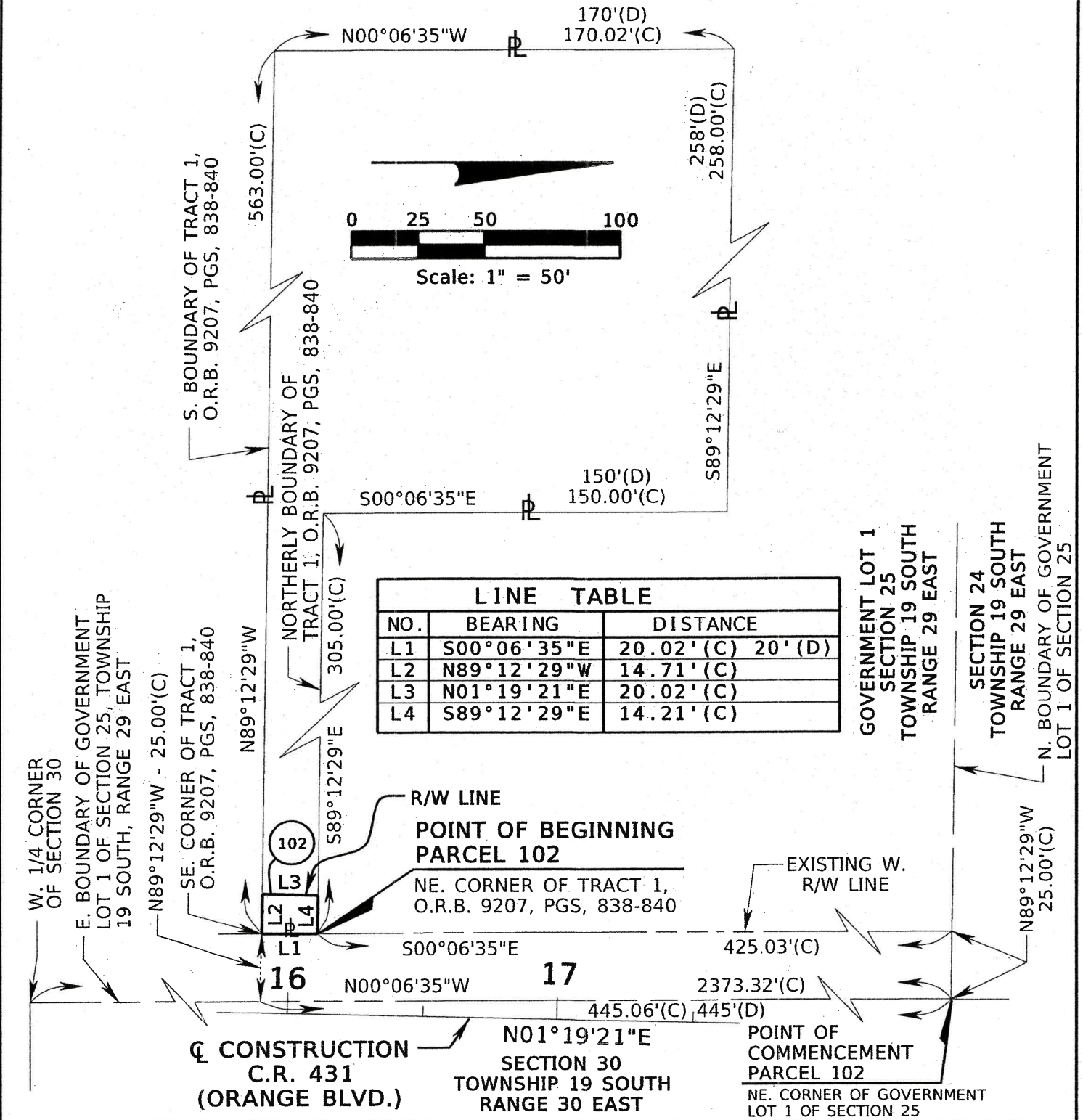
Attachment:  
Exhibit "A" – Legal Description and Sketch



DGS/dsk/sfa  
Date 2/13/2023  
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Orange Boulevard\Donald Boughan Trust\Parcel 102\Purchase Agreement - Deed - No Holdover.docx

**SKETCH OF DESCRIPTION  
PARCEL 102  
SEE SHEETS 2 AND 3 FOR DESCRIPTION**

**Exhibit "A"**



<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
<b>SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY</b>			
COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)			SEMINOLE COUNTY
BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS102.DGN JOB NO. 29183	NOT VALID WITHOUT SHEETS 2 AND 3
DRAWN	C.SCHIELKE	04-13-21	
CHECKED	T.STEVENSON	04-14-21	
REVISION	BY	DATE	
C.I.P. NO. 01785303			SHEET 1 OF 3

**LEGAL DESCRIPTION  
PARCEL 102  
SEE SHEET 1 FOR SKETCH**

PARCEL NO. 102  
RIGHT OF WAY

A parcel of land being a portion of Government Lot 1 of Section 25, Township 19 South, Range 29 East, Seminole County, Florida.

(Being a portion of TRACT 1 of the lands described and recorded in Official Records Book 9207, Pages 838 through 840 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Northeast corner of Government Lot 1 of Section 25, Township 19 South, Range 29 East, Seminole County, Florida, and run North 89°12'29" West, 25.00 feet along the North boundary of said Government Lot 1 to a point on the existing West right of way line of Orange Boulevard; thence South 00°06'35" East, 425.03 feet along said existing West right of way line to the Northeast corner of TRACT 1 of the lands described and recorded in Official Records Book 9207, Pages 838 through 840 of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence continue South 00°06'35" East, 20.02 feet along said existing West right of way line and the East boundary of said TRACT 1 to the Southeast corner of TRACT 1; thence North 89°12'29" West, 14.71 feet along the South boundary of said TRACT 1 to a point; thence North 01°19'21" East, 20.02 feet to a point on the Northerly boundary of said TRACT 1; thence South 89°12'29" East, 14.21 feet along said Northerly boundary of TRACT 1 returning to said POINT OF BEGINNING.

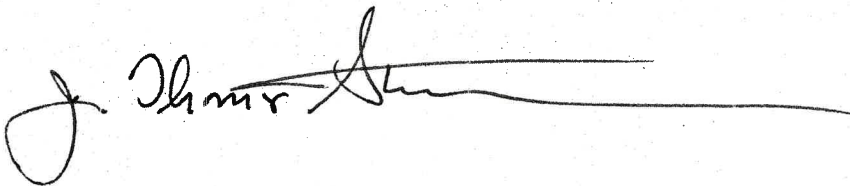
Containing: 290 Square Feet, more or less.

			<b>SEMINOLE COUNTY PUBLIC WORKS</b>			
			<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>			
			<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>		<b>SEMINOLE COUNTY</b>	
			BY	DATE	<b>NOT VALID WITHOUT SHEETS 1 AND 3</b>	
			DRAWN	C.SCHIELKE 04-13-21		
REVISION	BY	DATE	CHECKED	T.STEVENSON 04-14-21	<b>C.I.P. NO. 01785303</b>	
					<b>SHEET 2 OF 3</b>	

**LEGAL DESCRIPTION  
PARCEL 102  
SEE SHEET 1 FOR SKETCH**

**SURVEYOR'S NOTES:**

1. Bearings shown hereon are based on the East Boundary of Government Lot 1 of SECTION 25, TOWNSHIP 19 SOUTH, RANGE 29 EAST, Seminole County, Florida, being North 00°06'35" West.
2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.



J. THOMAS STEVENSON - PLS  
 FLORIDA REGISTRATION NUMBER 4460  
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 9645 EAST COLONIAL DRIVE - SUITE 114  
 ORLANDO, FLORIDA 32817  
 TELEPHONE: 407-898-7780  
 DATE: APRIL 14, 2021

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**LEGEND**

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		<b>SEMINOLE COUNTY PUBLIC WORKS</b>				
		<b>LEGAL DESCRIPTION - THIS IS NOT A SURVEY</b>				
		<b>COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)</b>	<b>SEMINOLE COUNTY</b>			
	BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS102.DGN JOB NO. 29183			
	DRAWN	C.SCHIELKE 04-13-21		NOT VALID WITHOUT SHEETS 1 AND 2		
REVISION	BY	DATE	CHECKED	T.STEVENSON 04-14-21	C.I.P. NO. 01785303	SHEET 3 OF 3





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

---

**File Number: 2023-753**

---

**Title:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR 23-061) in the 2014 Infrastructure Sales Tax Fund to appropriate budget in the amount of \$392,372 from reserves for additional funding for the Miller Road Culvert/Drainage Project. Countywide (**Timothy Jecks, Budget Director**)  
Requesting Department - Public Works

**Division:**

Resource Management - Budget

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Sara Carrick - Financial Administrator - 407-665-7180

**Background:**

The Miller Rd Culvert/Drainage Improvement Project (CIPs #02007101/CIP#02007153) includes the design and construction of a bridge replacement for Six Mile Creek at Miller Rd. The project will also include the installation of a new concrete box culvert, piping, grading and upgrades to current roadside drainage and stormwater structures. The project will extend 1,330 ft west of Miller Rd from the intersection of Miller Rd and Sanford Ave. The design portion of this project was funded through a match with HMPG grant funds and sales tax fund. Grant funds were not allocated for construction.

The lowest bid for construction including contingency is \$1,195,248. Currently, the project has \$771,492 in available construction funds leaving the budget short in the amount of \$423,756. The attached BAR will transfer available funds from CEI Services in the amount of \$31,385 to help fund this shortfall and will take the remaining amount of \$392,372 needed from sales tax reserves, Current reserves are budgeted at \$14M.

**Staff Recommendation:**

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

Resolution implementing Budget Amendment Request (BAR 23-061) in the 2014 Infrastructure Sales Tax Fund to appropriate budget in the amount of \$392,372 from reserves for additional funding for the Miller Road Culvert/Drainage Project.

2023-R-

# BUDGET AMENDMENT REQUEST

BAR# 23-061

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Public Works/CIP Delivery  
Fund(s): 2014 Infrastructure Sales Tax Fund

RM Recommendation	
<b>S.CARRICK</b>	<b>6/30/2023</b>
Budget Analyst	Date
Budget Manager	Date
Director	Date

**PURPOSE:**

ADDITIONAL FUNDING REQUESTED FOR THE CONSTRUCTION PHASE OF THE MILLER RD DRAINAGE IMPROVEMENT PROJECT (CIP#02007101)

**ACTION:**

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 Title	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
<b>Total Sources</b>								<b>-</b>
Expenditure	11560	02007101	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	446,318.00
Expenditure	11560	02007101	560652	00001	CEI SERVICES		6529999901	(53,946.00)
Expenditure								
Expenditure								
Expenditure								
Expenditure								
<b>Total Expenditures</b>								<b>392,372.00</b>
Reserve	11560	999964	599994		RESERVE FOR CAPITAL IMPROV		9949999901	(392,372.00)
<b>Reserve Sub-Total</b>								<b>(392,372.00)</b>
<b>Total Uses</b>								<b>-</b>

### BUDGET AMENDMENT RESOLUTION

This Resolution, 2023-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of this meeting.

Attest:

By:

\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

\_\_\_\_\_  
Amy Lockhart, Chairman to the Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by the Office of Management and Budget

Date: \_\_\_\_\_

\_\_\_\_\_  
Posted by the County Comptroller's Office

Date: \_\_\_\_\_

## COST TABLE - BAR 23-061 MILLER RD CULVERT REPLACEMENT

BUDGET DETAILS	MILLER RD CULVERT SALES TAX FUND (CIP# 02007101)	MILLER RD CULVERT HMPG (CIP#02007153)	TOTAL
PRIOR YEAR EXPENDITURES	198,190	195,130	393,320
			-
FY23 CURRENT EXPENSES/ENCUMB	22,917	-	22,917
FY23 CURRENT BUDGET	825,794	15,902	841,696
AVAILABLE FUNDING	802,878	15,902	818,779
			-
			-
<b>PROPOSED BAR 23-061</b>	392,372	-	392,372
AMENDED FY23 AVAILABLE	1,195,250	15,902	1,211,151
			-
			-
<b>TOTAL LIFETIME PROJECT COST</b>	<b>1,416,356</b>	<b>211,031</b>	<b>1,627,388</b>

### FY23 - MILLER RD CULVERT REPLACEMENT

PHASE	CURRENT BUDGET	EXPENSES/ ENCUMBRANCES	BAR	AMENDED AVAILABLE
DESIGN	2,712	21,378		(18,666)
CEI	53,947			53,947
CONSTRUCTION	771,492		392,372	1,163,864
LAND		1,182		(1,182)
OTHER	13,189			13,189
	<b>841,340</b>	<b>22,561</b>	<b>392,372</b>	<b>1,211,151</b>

PUBLIC WORKS NOTES:	AMOUNT
CONSTRUCTION CONTRACT - MILLER RD	1,138,331.30
<b>CONTINGENCY</b>	<b>56,916.57</b>
<b>TOTAL</b>	<b>1,195,247.87</b>
ENGINEERING ESTIMATE (ALREADY ENCUMBERED AND AVAILABLE)	771,491.70
AVAILABLE FUNDS WITHIN THE PROJECT	31,385.94
<b>AMOUNT NEEDED IN BAR</b>	<b>392,370.23</b>



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

---

**File Number: 2023-769**

---

**Title:**

Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #23-062 to appropriate budget of \$5,420.00 from the Disaster Preparedness Fund for the capital purchase of a Mister Fan for emergency preparedness. Countywide (**Timothy Jecks, Budget Director**) Requesting Department - Office of Emergency Management.

**Division:**

Resource Management - Budget

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Amirah Evanovich, Financial Coordinator - 407-665-7163

**Background:**

The attached amendment will establish budget for the emergency procurement of a capital misting fan by the Office of Emergency Management. Obtaining a Mister Fan will offer a tool in the event of an emergency such as, power outages due to extreme heat, or inclement weather. The fan is mobile and can be transported to outdoor events but also have the capability for ease of indoor maneuverability.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #23-062 to appropriate budget of \$5,420.00 from the Disaster Preparedness Fund for the capital purchase of Mister Fan for emergency preparedness.

2023-R-

# BUDGET AMENDMENT REQUEST

BAR# 23-062

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: ADMINISTRATION/OFFICE OF EMERGENCY MANAGEMENT  
Fund(s): DISASTER PREPAREDNESS

RM Recommendation	
A. EVANOVICH	7/3/2023
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE: APPROPRIATE BUDGET FOR CAPITAL PURCHASE OF MISTER FAN FOR EMERGENCY PREPAREDNESS

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								
<b>Total Sources</b>								-
Expenditure	11908	02401023	560642	00001	CAPITAL EQUIPMENT		5210556001	5,420.00
Expenditure	11908	02401023	530550		TRAINING		5509999901	(5,420.00)
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure Sub-Total								-
Reserve								
Reserve								
Reserve Sub-Total								-
<b>Total Uses</b>								-

## BUDGET AMENDMENT RESOLUTION

This Resolution, 2023-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:  
\_\_\_\_\_  
Amy Lockhart, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by the Office of Management and Budget

\_\_\_\_\_  
Date: \_\_\_\_\_

Posted by the County Comptroller's Office

\_\_\_\_\_  
Date: \_\_\_\_\_

**SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION  
EMERGENCY PURCHASE DATA SHEET**

Date Requested: July 10, 2023

Requisition No.: \_\_\_\_\_

Requestor: Alan Harris

Telephone/Ext.: 5133

Department/Division: EMERGENCY MANAGEMENT/DIRECTOR'S OFFICE

Describe the Emergency: OUTDOOR ACTIVITIES DURING EXTREME HEAT/ADVISORIES

Does the emergency fit the definition as described in Section 220.4?      Yes  No

Describe the harm / impact of the emergency: DUE TO EXTREME HEAT DURING OUTSIDE EVENTS OR EMERGENCY SITES, COUNTY STAFF, RESIDENTS AND VISITORS ARE AT RISK OF SERIOUS MEDICAL COMPLICATIONS, SUCH AS HEAT EXHAUSTION/HEAT STROKE/DEATH. THIS FAN WILL BE DEPLOYED AT THE LOCATION TO MITIGATE THE SERIOUS CONSEQUENCIES OF EXTREME HEAT.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Companies contacted and their quotes:

Company: Global Industrial                      Contact/Phone: 1 (678) 969-6731      Cost: \$ 5420.00

Company: Grainger                              Contact/Phone: 800-472-4643      Cost: \$ 5798.91

Company: ULINE                                      Contact/Phone: 800-295-5510      Cost: \$ 5898.96

**Approval from the Department Requesting Emergency:**

Requesting Division Manager Signature: \_\_\_\_\_

Requesting Department Director Signature:       7/10/23

**Purchasing and Contracts Division Approval:**

Purchasing Review and Approval: \_\_\_\_\_      Date: \_\_\_\_\_

Purchase Order No.: \_\_\_\_\_      Amount of Purchase: \$ \_\_\_\_\_

**From:** Harris, Alan  
**Sent:** Friday, June 30, 2023 7:22 AM  
**To:** Callahan-Smith, Tish  
**Cc:** Funk, Aaron; Jecks, Timothy; Evanovich, Amirah; Harris, Alan  
**Subject:** FW: Grant Funding - Mister Fan

We have been approved for the purchase of the mister fan, per the e-mail below. Can you please start the process to purchase the fan with the current set of quotes we have from the vendors? Once we have finalized the quote – then please send to Amirah so a budget adjustment can be completed and sent to the next available BOCC meeting.

Emergency management preparedness grant funds are being used to procure this item. There is no hit to the general fund.



**Alan Harris, CEM, FP EM, NEMEA**

Chief Administrator  
County Manager's Office | Office of Emergency Management  
O: (407) 665-5017 | F: (407) 665-5036  
150 Eslinger Way  
Sanford, FL 32773  
[aharris@seminolecountyfl.gov](mailto:aharris@seminolecountyfl.gov)  
[www.prepareseminole.org](http://www.prepareseminole.org)



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**From:** Swenson, Kristian <kswenson@seminolecountyfl.gov>  
**Sent:** Thursday, June 29, 2023 4:20 PM  
**To:** Harris, Alan <AHarris@seminolecountyfl.gov>  
**Cc:** Durr, Richard <rdurr@seminolecountyfl.gov>; Funk, Aaron <afunk@seminolecountyfl.gov>; Johnson, Tricia <tajohnson@seminolecountyfl.gov>; Bailey Brown, Lorie <lbaileybrown@seminolecountyfl.gov>  
**Subject:** RE: Grant Funding - Mister Fan

Approved.

Thanks

Kristian





**Kristian Swenson**

Assistant County Manager  
County Manager's Office  
O: (407) 665-7246 | F: (407) 665-7958  
1101 E. First Street, Sanford, FL 32771-1468  
[kswenson@seminolecountyfl.gov](mailto:kswenson@seminolecountyfl.gov)  
[www.seminolecountyfl.gov](http://www.seminolecountyfl.gov)



**From:** Harris, Alan <[AHarris@seminolecountyfl.gov](mailto:AHarris@seminolecountyfl.gov)>  
**Sent:** Thursday, June 29, 2023 4:18 PM  
**To:** Swenson, Kristian <[kswenson@seminolecountyfl.gov](mailto:kswenson@seminolecountyfl.gov)>  
**Cc:** Durr, Richard <[rdurr@seminolecountyfl.gov](mailto:rdurr@seminolecountyfl.gov)>; Funk, Aaron <[afunk@seminolecountyfl.gov](mailto:afunk@seminolecountyfl.gov)>; Johnson, Tricia <[tajohnson@seminolecountyfl.gov](mailto:tajohnson@seminolecountyfl.gov)>; Bailey Brown, Lorie <[lbaileybrown@seminolecountyfl.gov](mailto:lbaileybrown@seminolecountyfl.gov)>  
**Subject:** Grant Funding - Mister Fan

Good afternoon. I did not mean to get everyone involved in the fan issue. We are just looking to add to our cache. After speaking with the CFO, I received approval from the State of Florida to utilize some grant funding for the mister fan purchase.

If approved by you, as acting County Manager, I will seek to purchase one fan. Then, we will request the BOCC ratify the grant funded purchase of the one fan at the next BOCC meeting.

On the rental front....

- We have obtained a quote from United Rental for mister fans. They have four in Tampa which can be brought over to Seminole County. The cost is \$ 152/daily.
- Sunbelt stated they have fans and provided at quote of \$ 255/day.
- We contacted two other rental companies, but they did not have fans.
- Other vendors like special events group likely have them for rent. We are attempting to locate.

Thank you in advance!



**Alan Harris, CEM, FPEM, NEMEA**

Chief Administrator  
County Manager's Office | Office of Emergency Management  
O: (407) 665-5017 | F: (407) 665-5036  
150 Eslinger Way

P.O. to Bruno Pasquali:

OR#68945

bpasquali@globalindustrial.com

02401023.530642

V#200815 6429999901



2505 MILL CENTER PARKWAY  
SUITE 100  
BUFORD, GA 30518

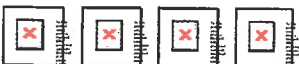
## Sales Quote

Account #:46010	Quote #:7035363	Quote Issued:06/29/2023
SEMINOLE COUNTY	<a href="mailto:tcallahan@seminolecountyfl.gov">tcallahan@seminolecountyfl.gov</a>	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
TISH CALLAHAN	Phone: (407) 665-5133	
150 ESLINGER WAY	Fax: (407) 665-1027	
SANFORD, Florida 32773		
<a href="#">CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.</a>		

Part#	Description	Shipping	Quantity	Price	Extended
293152	Power Breezer Max+ Evaporative Cooling Fan, 10GPH, 8 Blade, 110V Country Of Origin: UNITED STATES	TRUCK	1	\$5,420.00	\$5,420.00
<b>Item Total:</b>					<b>\$5,420.00</b>
<a href="#">PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS</a>					<b>*Total: \$5,420.00</b>

<b>Notes</b> Shipping costs waived!!	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me.
	<b>Name:</b> BRUNO PASQUALI
	<b>Email:</b> <a href="mailto:BPasquali@globalindustrial.com">BPasquali@globalindustrial.com</a>
	<b>Phone:</b> (678) 969-6731 x122731
	<b>Fax:</b> (800) 336-3818

\*Applicable taxes and shipping charges will be added to invoice.



11 Harbor Park Drive, Port Washington, N.Y. 11050  
Copyright © 2023 by Global Industrial. All Rights Reserved.

### Help | Contact Us

This order is subject to [Global Industrial's Terms & Conditions of Sale](#). Global Industrial objects to any other additional or different terms in your purchase order or acceptance.

**From:** Harris, Alan  
**Sent:** Monday, July 3, 2023 9:17 AM  
**To:** Callahan-Smith, Tish  
**Subject:** FW: Grant Funding - Mister Fan



**Alan Harris, CEM, FPEM, NEMEA**

Chief Administrator  
County Manager's Office | Office of Emergency Management  
O: (407) 665-5017 | F: (407) 665-5036  
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**Subject:** RE: Grant Funding - Mister Fan

Approved.

Thanks

Kristian



**Kristian Swenson**

Assistant County Manager  
County Manager's Office  
O: (407) 665-7246 | F: (407) 665-7958  
1101 E. First Street, Sanford, FL 32771-1468  
[kswenson@seminolecountyfl.gov](mailto:kswenson@seminolecountyfl.gov)  
[www.seminolecountyfl.gov](http://www.seminolecountyfl.gov)



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**Alan Harris, CEM, FPED, NEMEA**

Chief Administrator  
County Manager's Office | Office of Emergency Management

O: (407) 665-5017 | F: (407) 665-5036

150 Eslinger Way

Sanford, FL 32773

[aharris@seminolecountyfl.gov](mailto:aharris@seminolecountyfl.gov)

[www.prepareseminole.org](http://www.prepareseminole.org)



Callahan-Smith, Tish

**From:** Pasquali, Bruno <BPasquali@globalindustrial.com>  
**Sent:** Thursday, June 29, 2023 10:27 AM  
**To:** Callahan-Smith, Tish  
**Subject:** RE: Your Global Industrial Quotation # 7035363

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Good morning Tish,

I was able to waive the shipping charges. The quote I sent is the final total cost.

Thank you!  
Bruno

**Bruno Pasquali**  
Public Sector Account Manager



2505 Mill Center Parkway, Suite 100, Buford, Georgia 30518

**Phone:** +1 (678) 969-6731

**Email:** [BPasquali@globalindustrial.com](mailto:BPasquali@globalindustrial.com)

**Web:** <https://www.globalindustrial.com>



[Chat now with our Sales or Service team!](#)

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**From:** Callahan-Smith, Tish <TCallahanSmith@seminolecountyfl.gov>  
**Sent:** Thursday, June 29, 2023 10:18 AM  
**To:** Pasquali, Bruno <BPasquali@globalindustrial.com>  
**Subject:** RE: Your Global Industrial Quotation # 7035363

Thank you for the quote. Would you, please, include all shipping fees? I need to know the total amount we will be spending.

Thank you, again!

Tish

**From:** [bpasquali@globalindustrial.com](mailto:bpasquali@globalindustrial.com) <[bpasquali@globalindustrial.com](mailto:bpasquali@globalindustrial.com)>  
**Sent:** Thursday, June 29, 2023 10:12 AM  
**To:** Callahan-Smith, Tish <[TCallahanSmith@seminolecountyfl.gov](mailto:TCallahanSmith@seminolecountyfl.gov)>  
**Subject:** Your Global Industrial Quotation # 7035363

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888-~~978~~ 978-7759



Model #: T9F293152 MPN #: PB4MAX

# Power Breezer Max+ Evaporative Cooling Fan, 10GPH, 8 Blade, 110V

[View All Atomizing Evaporative Coolers](#)

\$5420.00  
100.95 shipping

(1) | Questions & Answers (0)

Purchase Information

Jackie  
Bobby - quote  
Bruno - acct. rep.

PRICE

# \$5,420.00

Power Breezer Max evaporative cooling fans excel where air conditioning cannot. The 65,600 Btu/hr patented jet stream technology cools people, not space, and can be felt as far away as 100 feet utilizing its oscillating head. In addition, the Power Breezer does not need media pads or filters,

[See more details](#)

Easy online or call-in returns. [Read return policy](#)

## Product Information

Power Breezer Max evaporative cooling fans excel where air conditioning cannot. The 65,600 Btu/hr patented jet stream technology cools people, not space, and can be felt as far away as 100 feet utilizing its oscillating head. In addition, the Power Breezer does not need media pads or filters, resulting in cleaner air, lower costs, and minimal maintenance. Power Breezer's easy 2-minute set-up requires only water and electricity. The portable industrial design performs in hard-to-cool indoor and outdoor areas such as warehouses, loading docks, manufacturing facilities, athletics, tents, and other events. Power Breezer's atomized technology cools large areas without getting people or equipment wet and is used by all branches of the U.S. Military and many correctional facilities.60 Degree Oscillation. Power cord Type B.

- Air Speed @ 10 ft. - 22 mph
- Air Speed @ 20 ft. - 14 mph
- Air Speed @ 40 ft. - 7 mph

## Specifications

### Weights & Dimensions

Weight	240 lbs	Distance Air Throw	100' ft
Fan Diameter	23 in	Depth	54 in
Height	74 in	Width	30 in

### Product Details

Type	Portable	Material	Low Density Polyethylene
------	----------	----------	--------------------------

<b>Internal Water Tank Capacity</b>	85 gal
<b>Color</b>	Black
<b>Number of Speeds</b>	8
<b>Amperage</b>	12 A
<b>Gallons per Hour</b>	8 gal/hr
<b>Voltage</b>	110 V

<b>Phase</b>	1
<b>Watts</b>	1500 W
<b>BTU</b>	65600
<b>Manufacturers Part Number</b>	PB4MAX
<b>Brand</b>	Power Breezer

### Warranty

<b>Warranty</b>	2 yr
-----------------	------

### Compliance & Certifications

<b>Certifications</b>	ETL, UL 507, Military 810h
-----------------------	----------------------------





# Quotation

100 Grainger Pkwy  
 Lake Forest IL 60045-5201  
 www.grainger.com  
 (800)472-4643

### Information

Grainger Quote Number 2054704900  
 Quote Start Date 06/29/2023  
 Quote Expiration Date 07/29/2023  
 Creation Date 06/29/2023  
 Grainger EIN Number 36-1150280  
 PO #  
 PO Create Date  
 PO Release #  
 Customer Number 807920822  
 Department Number  
 Project/Job Number  
 Requisitioner Name  
 Attention  
 Caller TISH CALLAHAN-SMITH  
 Telephone Number 4076655274  
 Page 1 / 2

### Customer Information

SEMINOLE COUNTY PURCHASING  
 1101 E 1ST ST  
 SANFORD FL 32771-1468

### Billing Information

SEMINOLE COUNTY CLERK OF THE  
 CIRCUIT COURT AND COMPTROLLER  
 PO BOX 8080  
 SANFORD FL 32772-8080

### Shipping Information

SEMINOLE COUNTY PURCHASING  
 150 ESLINGER WAY  
 SANFORD FL 32773-6706

### Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB ORIGIN  
 Freight Terms: Prepaid + Fee  
 Carrier: \* See line item detail  
 Payment Terms: Net 30 days after invoice date

### Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	788N79	High Velocity Industrial Fan,110 V AC Manufacturer: POWER BREEZER Part Number: PB4TITAN Carrier: Origin: US		1.00	EA	5,659.91	5,659.91
<b>Sub Total</b>							5,659.91
<b>Estimated Shipping</b>							0.00
<b>Estimated Other Shipping</b>							139.00



# Quotation

100 Grainger Pkwy  
Lake Forest IL 60045-5201  
www.grainger.com  
(800)472-4643

Information	
Grainger Quote Number	2054704900
Creation Date	06/29/2023
Customer Number	807920822
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
-----------------	----------	-------------	----------------------	-----	------	-------	-----------------

**Total USD** **\$ 5,798.91**

Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

### Products Based on Your Search

 <p><b>POWER BREEZER High Velocity Industrial Fan:...</b></p> <p><input type="checkbox"/> Compare</p> <p>Web Price <sup>i</sup> <b>\$7,909.47</b> / each</p>	 <p><b>POWER BREEZER High Velocity Industrial Fan:...</b></p> <p><input type="checkbox"/> Compare</p> <p>Web Price <sup>i</sup> <b>\$6,413.46</b> / each</p>	 <p><b>WAYCOOL Water Conditioner Tablet: Wat...</b></p> <p><input type="checkbox"/> Compare</p> <p>Web Price <sup>i</sup> <b>\$6.97</b> / each</p>
---	---	---

### Related Categories

 <p><b>Portable Evaporative &amp; Misting Coolers</b></p>	 <p><b>Industrial Cooling Fans</b></p>	 <p><b>Cooling Fans</b></p>
--	---	--

[Portable Evaporative & Misting Coolers](#) / [POWER BREEZER High Velocity Industrial...](#)



**POWER BREEZER High Velocity Industrial Fan: 23 in Blade Dia, 85 gal Water Capacity, 110 V AC**

Item 788N79 Mfr. Model PB4TITAN

Jackie -  
5659.91  
139.00 7/14 ETA

Compare

Web Price <sup>i</sup>  
**\$6,721.15** / each

This item requires special shipping, additional charges may apply.

Qty

Ship  Pickup

Ships from supplier. Expected to arrive on or before Fri. Jul 14.

Ship to 32771 | [Change](#)

Shipping Weight 280 lbs

[Ship Availability Terms](#)

[Add to List](#)

### Product Details [Catalog Page 2921](#)

Environmental Applications **Agriculture/Commercial/Industrial**

Blade Diameter 23 in

Drive Type **Direct Drive**



HP 1 hp

Amps 11 A

Voltage 110 V AC

Phase 1

### Compliance & Restrictions

 This item is manufactured or supplied woman,  [Chat with an Agent](#) disadvantaged business

Hz 50/60 Hz

NEMA Plug Configuration - HVAC 5-15P

Power Cord Length 25 ft

Number of Speeds 8

Water Capacity 85 gal

Housing Material Polyethylene

Height 73-1/2 in

Width 29-5/8 in

Depth 54 in

Includes Heavy Duty Locking Wheels and Casters

Standards MIL-STD 810H; NOM; ETL; OSHA

Air Speed @ 10 Feet 19 mph

Air Speed @ 20 Feet 11 mph

Cooling Capacity 126,500 BtuH

UNSPSC 40101602

Country of Origin USA (subject to change)

#### Product Description

Portable misting coolers circulate atomized water vapor that mixes with surrounding air to cool and humidify it. These wheeled coolers have no evaporative pads to change out, but require regularly draining and cleaning the water tank to prevent odors and clogging from sludge buildup.



**POWER BREEZER High Velocity Industrial Fan: 23 in Blade Dia, 85 gal Water Capacity, 110 V AC, 5-15P**  
Item 788N80

Compare

Web Price   
**\$7,909.47** / each

Qty  
1

**Add to Cart**



1-800-295-5510  
 uline.com  
 customer.service@uline.com

**PRICING  
 REQUEST**

REQUEST # 2724168

Thank you for your interest in Uline!

**PROVIDED TO:** SEMINOLE COUNTY  
 EMERGENCY MANAGEMENT  
 150 ESLINGER WAY  
 SANFORD FL 32773-6706

**SHIP TO:** SEMINOLE COUNTY  
 EMERGENCY MANAGEMENT  
 150 ESLINGER WAY  
 SANFORD FL 32773-6706

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
13713366			SAIA FRT	06/29/23	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	EA	H-8656	POWER BREEZER® MISTING FAN	5,795.00	5,795.00

SUB-TOTAL 5,795.00	SALES TAX .00	SHIPPING/HANDLING 103.96	TOTAL 5,898.96
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**NOTE:**

DELIVERY TIME 1 BUSINESS DAY VIA SAIA FRT.  
 ATTENTION: TISH CALLAHAN SMITH

## Power Breezer® Misting Fan



[More Images & Video](#)

### INDOOR/OUTDOOR

Innovative technology provides a cool, fine mist that won't get you or your equipment wet.

- Recommended for loading docks, sporting events and large venues.
- 85-gallon water tank cools for up to 5 days without a refill.
- Reduce temperature by up to 27°F.
- Use a fan only or with mist. Oscillating.
- No filters or pads to replace.
- 10" locking rear wheels.
- Variable speeds. 120 Volts.

MODEL NO.	DIMENSIONS W x H x D	FAN SIZE	COOLING CAPACITY	HP	CFM	AMPS	WATER CAP.	WT. (LBS.)	PRICE EACH	IN STOCK SHIPS TODAY
H-8656	30 x 74 x 54"	23"	3,000 sq. ft.	1	14,000	9.0	85 gal.	220	\$5,795	1 <a href="#">ADD</a>

SHIPS ASSEMBLED VIA MOTOR FREIGHT

[+ Additional Info](#) | [+ Shopping Lists](#) | [Request a Catalog](#)

*Requested quote*

SAME DAY SHIPPING

HUGE SELECTION IN STOCK

SHIPS FROM 13 LOCATIONS

**From:** Brandi King <Brandi.King@em.myflorida.com>  
**Sent:** Thursday, June 29, 2023 3:33 PM  
**To:** Callahan-Smith, Tish; Terence Blakely  
**Cc:** Harris, Alan  
**Subject:** RE: Allowable purchase for EMPA?

**NOTICE:** This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Services Security Team or contact 311Support at [CSDSupport@seminole](mailto:CSDSupport@seminole)

Yes, this is allowable. Please just make sure you have it within your Budget. If not please send in a revised budget form.

Thank you.

**From:** Callahan-Smith, Tish <TCallahanSmith@seminolecountyfl.gov>  
**Sent:** Thursday, June 29, 2023 3:28 PM  
**To:** Brandi King <Brandi.King@em.myflorida.com>; Terence Blakely <Terence.Blakely@em.myflorida.com>  
**Cc:** Alan Harris (Seminole Co EM) <aharris@seminolecountyfl.gov>  
**Subject:** Allowable purchase for EMPA?

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon!

We are requesting to purchase a mister fan to be used during emergencies, large scale events and disaster sites. The National Weather Service (NWS) has advised us that a Heat Advisory will be issued based on the forecast temperatures and heat index. We have activated our Extreme Weather Plan as part of our CEMP based on this NWS briefing.

We feel that this purchase is necessary to protect responders and the community at these outdoor locations. We would like to use EMPA funds that will be available on July 1, 2023.

Please advise if this purchase is allowable under the EMPA.

I have attached three (3) quotes and upon approval from the State, this will be approved by the Seminole County Board of County Commissioners during the July 25, 2023 meeting.

Respectfully,

Tish Callahan-Smith, Emergency Management Officer  
150 Eslinger Way, #3-112  
Sanford, FL 32773

407-665-5133

[tcallahansmith@seminolecountyfl.gov](mailto:tcallahansmith@seminolecountyfl.gov)  
[www.seminolecountyfl.gov](http://www.seminolecountyfl.gov)



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2023-751**

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**Title:**

Award RFP-604547-23/LAS- Term Contract for Promotional Assessment Testing for Seminole County Fire Department to PAS Consulting Group LLC, Dunwoody, GA at an estimated annual amount of \$26,160.00 and authorize the Purchasing and Contracts Division to execute the agreement. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department /Division-Fire Department/Fire Operations

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Louis Straffi, Sr. Procurement Analyst, 407-665-7114

**Background:**

RFP-604547-23/LAS will provide Promotional Assessment Testing services for the Seminole County Fire Department. These services include but are not limited to recruitment and coordination of assessment testing designed for potential Engineers, Lieutenants, and Battalion Chiefs. The selected firm will provide a complete overview of an assessment project that will detail the testing process. This shall include all methodologies that will be utilized to ensure the most qualified candidates can be identified and documented.

This project was publicly advertised, and the County received four (4) proposals in response to the solicitation. The Evaluation Committee consisted of Ben DeCuir, Deputy Chief of Fire Operations, Gregory Harlow, Assistant Fire Chief, Jason Moore, Battalion Chief, and John Bennett, Lieutenant, from the Fire Department. Consideration was given to capability, project understanding & approach, experience, references and price. The Evaluation Committee recommends award of this project to PAS Consulting Group, LLC.



Authorization for services by the vendor will be in the form of written Purchase Orders issued and executed by the County. The agreement takes effect on the date of execution and will continue for a period of three (3) years. At the sole option of the County the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual usage of these services is \$26,160.00. Funds are available in Professional Services (Acct# 056100.530310)

**Staff Recommendation:**

Staff recommends that the Board award RFP-604547-23/LAS- Term Contract for Promotional Assessment Testing for Seminole County Fire Department to PAS Consulting Group, LLC with an estimated annual usage of \$26,160.00 and authorize the Purchasing and Contracts Division to execute the Agreement.



Seminole County  
**Resource Management - Purchasing & Contracts**

Diane Reed, Purchasing and Contracts Manager

1301 East Second St., Sanford, FL 32771

**EVALUATION TABULATION**

RFP No. RFP-604547-23/LAS

Promotional Assessment Testing for Seminole County Fire Department

RESPONSE DEADLINE: May 3, 2023 at 2:00 pm

Vendor	Capability, Skills, and Resources 0-100 Points 25 Points (25%)	Project Understanding/Project Approach 0-100 Points 25 Points (25%)	Experience/References 0-100 Points 25 Points (25%)	Fee Structure/Pricing 0-100 Points 25 Points (25%)	Total Score (Max Score 100)
<b>PAS Consulting Group</b> 1697 Foxhall Drive Dunwoody, GA 30338 PH: 404-931-1472  Niki Polk <a href="mailto:npolk@pasconsultinggroup.com">npolk@pasconsultinggroup.com</a>  <b>\$26,160</b>	86	92.5	85.5	100	91
<b>Morris &amp; McDaniel, Inc.</b> 117 South Saint Asaph Street Alexandria, VA 22314  David Morris <a href="mailto:contact@morrisandmcdaniel.com">contact@morrisandmcdaniel.com</a>  <b>\$39,854.29</b>	84.3	79.5	91.3	68.4	80.85

EVALUATION TABULATION  
RFP No. RFP-604547-23/LAS  
Promotional Assessment Testing for Seminole County Fire Department

Vendor	Capability, Skills, and Resources 0-100 Points 25 Points (25%)	Project Understanding/Project Approach 0-100 Points 25 Points (25%)	Experience/References 0-100 Points 25 Points (25%)	Fee Structure/Pricing 0-100 Points 25 Points (25%)	Total Score (Max Score 100)
<b>Resource Management Associates</b> 17730 S. Oak Park Ave., Suite A Tinley Park, IL 60477 PH: 978-470-1470  Sheldon Cohen <a href="mailto:shelcons@aol.com">shelcons@aol.com</a>  <b>\$38,475.00</b>	81.8	82	75	67.4	<b>76.54</b>
<b>CPS HR Consulting</b> 2450 Del Paso Road, Suite 220 Sacramento, CA 95834  Karina Mendez <a href="mailto:rfpcentral@cpshr.us">rfpcentral@cpshr.us</a>  <b>\$55,500.00</b>	83.8	87.5	84.5	48	<b>75.94</b>

**Tabulated by: Louis Straffi, Sr. Procurement Analyst (Posted 6/2/2023 @ 10:30 AM)**  
**Recommendation/Intent to award to: PAS Consulting Group, LLC.**  
**BCC Date July 25, 2023 (Posted 6/2/2023 @ 2:15 PM)**

**TERM CONTRACT FOR PROMOTIONAL ASSESSMENT TESTING  
FOR SEMINOLE COUNTY FIRE DEPARTMENT  
(RFP-604547-23/LAS)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **PAS CONSULTING GROUP, LLC**, duly authorized to conduct business in the State of Florida, whose address is 1697 Foxhall Drive, Dunwoody, Georgia 30338, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide promotional assessment testing for Seminole County Fire Department; and

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


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

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

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

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

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

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

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

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

**Section 6. Payment and Billing.**

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



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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Fire Department  
150 Eslinger Way  
Sanford, FL 32773

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

**Section 7. General Terms of Payment and Billing.**



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

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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

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

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

**Section 9. Termination.**

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



information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

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

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

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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

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

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

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

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

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

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

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

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

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

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

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

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

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

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

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

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

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

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

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

(2) Commercial General Liability.

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

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:



Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all



claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

### **Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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

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

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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



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

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

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

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

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



**Section 25. Public Records Law.**

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

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

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

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


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

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

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.**  The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

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

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

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

**For COUNTY:**

Seminole County Fire Department  
150 Eslinger Way  
Sanford, FL 32773

**With a copy to:**

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

**For CONTRACTOR:**

PAS Consulting Group  
1697 Foxhall Drive  
Dunwoody, GA 30338

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

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

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

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

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

with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

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

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

ATTEST:

PAS CONSULTING GROUP, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
NIKI POLK, Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name



SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

GLK/sfa  
06/15/2023, 07/03/2023  
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604547(PAS Consulting Group) rev1.docx



Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Affidavit of E-Verify Requirements Compliance



Part 1  
**GENERAL DESCRIPTION OF SERVICES**

**Background:**

Seminole County is located in Central Florida immediately north of Orlando and Orange County, with the City of Sanford as its county seat. The SCFD employees just over 525 uniformed personnel and provides fire, rescue and emergency medical services for the citizens and visitors of unincorporated Seminole County, as well as the municipalities of Altamonte Springs, Casselberry, and Winter Springs.

**Requirements:**

The vendor shall provide a complete overview of an assessment project. The entire testing process shall be detailed as to how candidates will be ranked, including all methodologies utilized to ensure the most qualified candidates can be identified and documented. The methodologies utilized must be legally sound and infer no desperate treatment in any class of individuals. Validation results are of the utmost importance as they relate to these promotional processes.

The vendor shall have a vetted, full time representative readily available for response to inquiries between the hours of 0730-1630 (7:30 am to 4:30 pm) eastern standard time. Preference will be given to vendors with offices in the eastern-standard time zone.

The vendor shall provide drinks and meals (breakfast, lunch, snacks) for all assessors assigned to the process each day, including any days of assessor training/orientation. Drinks and meals shall include, but not be limited to, fluids (non-alcoholic), food for sustenance including catered or boxed lunch (for onsite consumption), utensils, plates, cups, condiments, etc.

Recruitment and coordination of assessors shall be managed by the vendor. If travel is required, provisions for all travel expenses for overnight assessors shall be included in bid pricing. Assessors from Fire Departments within Seminole will not be considered nor permitted. Assessors may be active or retired in good standing from any professional fire department nationwide with preference given to similar sized departments within Florida. Seminole County retains the right to approve the assessors and may dismiss assessors no sooner than thirty (30) days in advance of the assessment center, with or without cause.

Preference will be given to vendors and/or primary associates that possess more than 5 years of experience providing promotional testing to "metro-sized" fire departments.

**Process Parameters:**

*Engineer Process (Written Examination Only)*

Written Examination – Based on subject materials provided by the SCFD, the vendor shall develop and deliver a validated 100 question, written examination to include grading with

preliminary exam results being available at the conclusion of testing and validated results to the SCFD within five (5) business days.

Number of candidates – no maximum number of candidates for Engineer written examination.

*Lieutenant Process (Written Examination and Assessment Center)*

Written Examination –Based on subject materials provided by the SCFD, the vendor shall develop and deliver a validated 100 question, written examination to include grading with preliminary exam results being available at the conclusion of testing and validated results to the SCFD within five (5) business days.

Number of candidates – no maximum number of candidates for Lieutenant written examination.

Assessment Center – The SCFD will provide job class specifications (job descriptions) for each classification. The SCFD will provide subject matter experts (SME's) to provide input for the design of all assessment center components as well as provide agency specific "assessor training" prior to the actual delivery of the assessment.

Number of candidates: The vendor shall develop and administer an assessment center for up to thirty (30) candidates. This number may be increased by fifty percent (50%) via written notification to the vendor no less than 30 days in advance of the assessment center.

Assessment center for Lieutenant shall include, but is not limited to, the following components:

1. Assess candidate's ability to manage conflict.
2. Assess candidate's ability to conduct subordinate counseling.
3. Assess candidate's ability to develop, organize and deliver specific job-related training sessions.
4. Assess the candidate's ability to prioritize, plan and adequately address established short- and long-term tasks.
5. Assess candidate's ability to appropriately manage an emergency incident via scenario based tactical exercise. Simulation control and role play as related to scripted transmissions and responses shall be provided by the vendor.
6. Interview of candidate to assess individual perspectives on supervisory issues.

Provide at least three (3) evaluation stations with no less than two (2) evaluators per station.

Assessments shall be delivered concurrently over 3 to 4 days to ease the burden on assessors from outside agencies.

*Battalion Chief Process (Assessment Center Only)*

Assessment Center – The SCFD will provide job class specifications (job descriptions) for each classification. The SCFD will provide subject matter experts (SME's) to provide input for the design of all assessment center components as well as provide agency specific "assessor training" prior to the actual delivery of the assessment.

Number of candidates: The vendor shall develop and administer an assessment center for up to fourteen (14) candidates. This number may be increased by fifty percent (50%) via written notification to the vendor no less than 30 days in advance of the assessment center.

Assessment center for Battalion Chief shall include, but is not limited to, the following components:

1. Assess candidate's ability to manage conflict.
2. Assess candidate's ability to conduct subordinate counseling.
3. Assess candidate's ability to develop, organize and deliver specific job-related training sessions.
4. Assess the candidate's ability to prioritize, plan and adequately address established short- and long-term tasks.
5. Assess candidate's ability to appropriately manage an emergency incident via scenario based tactical exercise. Simulation control and role play as related to scripted transmissions and responses shall be provided by the vendor.
6. Interview of candidate to assess individual perspectives on supervisory issues.

Provide at least three (3) evaluation stations with no less than two (2) evaluators per station.

Assessments shall be delivered concurrently over 2-3 days to ease the burden on assessors from outside agencies.

**Scheduling and Recurrence:**

The respective assessments will be held separately, during the first half of the month of December and in alternating fashion.

Battalion Chief process will be held in December of calendar year 2023 during the term of the contract.

Lieutenant process will be held in December of calendar year 2024 during the term of the contract.

Engineer process scheduling and frequency will be addressed at a later date; however, the frequency will not exceed one (1) Engineer promotional testing annually.

Thereafter, assessments will be held on an as needed basis per the terms of the contract.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

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

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**S  
H  
I  
P** TO



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

**V  
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**ORDER INQUIRIES**

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

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>0.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

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

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

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

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

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

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

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

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

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

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

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

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

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

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

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

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

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

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

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

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-1116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

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

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

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

Rev. 10/2021

**Costing:**

A total fixed cost for each respective assessment center shall be provided in proposal. The cost breakdown shall include price per day per candidate for number of candidates identified in each respective category (Engineer, Lieutenant, and Battalion Chief).

**PRICING SCHEDULE- PAS CONSULTING GROUP, LLC**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Engineer Testing- Per Candidate	1	ea	\$100.00	\$100.00
2	Engineer Testing-Per Day	1	ea	\$6,000.00	\$6,000.00
3	Lieutenant Testing- Per Candidate	1	ea	\$950.00	\$950.00
4	Lieutenant Testing- Per Day	1	ea	\$9,500.00	\$9,500.00
5	Battalion Chief Testing-Per Candidate	1	ea	\$930.00	\$930.00
6	Battalion Chief Testing- Per Day	1	ea	\$8,680.00	\$8,680.00
<b>TOTAL</b>					<b>\$26,160.00</b>

Agreement Name: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

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

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number \_\_\_\_\_ for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

*[Balance of this page intentionally blank; signatory page follows]*



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA        )

COUNTY OF SEMINOLE    )

**I HEREBY CERTIFY** that, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2023-762**

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**Title:**

Expenditure Approval Lists dated June 13, 20, and 27, 2023; Payroll Approval Lists dated June 8 and 22, 2023; BCC Official Minutes dated April 11 and 25, May 9 and 23, June 8 (Special Meeting) and 13, 2023; and BCC Records Destruction Lists. **(Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office)**

**Division:**

Clerk of Court

**Authorized By:**

Jenny Spencer, CPA, CGFO, and CFE, Director

**Contact/Phone Number:**

Kyla Farrell 407-665-7661

**Background:**

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

**Staff Recommendation:**

Approve Expenditure Approval Lists dated June 13, 20, and 27, 2023; Payroll Approval Lists dated June 8 and 22, 2023; BCC Official Minutes dated April 11 and 25, May 9 and 23, June 8 (Special Meeting) and 13, 2023; and BCC Records Destruction Lists.

**CLERK AND COMPTROLLER'S  
REPORT and BRIEFING  
July 25, 2023**

**I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE**

**A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS**

Approve Expenditure Approval Lists dated June 13, 20, and 27, 2023; Payroll Approval Lists dated June 8 and 22, 2023; and BCC Records Destruction Lists.

**II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS**

**A. BCC OFFICIAL MINUTES**

Approve BCC Official Minutes dated April 11 and 25, May 9 and 23, June 8 (Special Meeting) and 13, 2023.

**B. RECEIVED AND FILED LISTING (For Information Only)**

1	Amdmt #1 to M-4664-22/Habitat for Humanity
2	Amdmt #1 to M-4666-22/Habitat for Humanity
3	Amdmt #1 to M-4667-22/Habitat for Humanity
4	Amdmt #1 to W.O. #11 to PS-9742-14/Jacobs Engineering Group
5	Amdmt #11 to W.O. #6 to PS-2468-19/CPH, LLC
6	Amdmt #2 to W.O. #1 to PS-3277-20/Geosyntec Consultants
7	Amdmt #2 to W.O. #37 to PS-1998-18/E Sciences
8	Amdmt #2 to W.O. #9 to PS-1802-18/Kittelsohn & Associates
9	Amdmt #4 to W.O. #1 to PS-2717-19/Project Management Advisors
10	Amdmt #4 to W.O. #4 to RFP-3750-21/McKim & Creed
11	Amdmt #4 to W.O. #52 to PS-1822-18/CPH, LLC
12	Amdmt #5 to W.O. #9 to PS-2826-20/Moffatt & Nichol
13	Amdmt #8 to W.O. #59 to PS-0009-15/Metric Engineering
14	Amdmt #9 to W.O. #2 to PS-1405-17/Johnson Mirmiran & Thompson (JMT)
15	Approval D.O. #23-30000031, 1301 Blue Stem Ln., Baumgartner/#23-30000032, 801 Bill Dot Dr., Blanco/#23-30000033, 3153 Cecelia Dr., Albert/#23-30000034, 1080 Dyson Dr., Johnson/#23-30000035, 605 Oranole Rd., Jimenez
16	Approval D.O. #23-30000045/5072 Hawks Hammock Way/Moore
17	Approval D.O. #23-30000025, 1105 Otter Lane, Goodman & Oakes/#23-30000026, 4073 Silverstream Terr., Pascoe/#23-30000029, 3238 Upland Pt., Dantes/#23-30000030, 347 Beach Ave., Huysman
18	Bids (2) for CC-4953-23 from Dorothy Builds and Orange Avenue Construction
19	C.O. #1 to CC-3999-21/Benchmark Construction Co., Inc.
20	C.O. #1 to W.O. #2 to RFP-3942-21/U.S. Veteran Contractors
21	C.O. #14 to DB-2551-19/Wharton-Smith
22	C.O. #2 to CC-4275-22/Custom Built Marine Construction
23	C.O. #2 to W.O. #6 to CC-3563-21/CFE Corp.
24	C.O. #5 to CC-3793-21/Hubbard Construction Co.
25	C.O. #7 to CC-3501-22/LaFleur Nurseries and Garden Center
26	CC-4792-23/Construction Svcs Agrmt/Dorothy Builds, LLC
27	CC-4953-23/Construction Svcs Agrmt/Dorothy Builds, LLC

28	CC-5014-23/Construction Svcs Agrmt/Dorothy Builds, LLC
29	CDBG Program Subrecipient Agrmt PY 2022-2023/East Coast Believers Church (as part of the 2022-2023 One Year Action Plan as approved by the BCC on 7-26-22)
30	Closeout to W.O. #5 to CC-3563-21/Cathcart Construction
31	Corrective Sidewalk Easement/Dogox, LLC/Spring Lake Pointe
32	Denial D.O. #23-3000011, 1201 Pomelo Ct., James Dunn
33	Executive Order #2023-027 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
34	Executive Order #2023-028 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
35	Executive Order #2023-029 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
36	First Amdmt to CDBG Program Subrecipient Agrmt PY 2021-2022/Central Florida Family Health Center dba True Health (as part of the 2021-2022 One Year Action Plan as approved by the BCC on 7-27-21)
37	First Amdmt to CDBG Program Subrecipient Agrmt PY 2022-2023/Impower, Inc. (as part of the 2022-2023 One Year Action Plan as approved by the BCC on 7-26-22)
38	First Amdmt to CDBG Program Subrecipient Agrmt PY 2022-2023/Kathleen Anderson Comprehensive Work Center dba Inspire (as part of the 2022-2023 One-Year Action Plan as approved by the BCC on 7-26-22)
39	First Amdmt to CDBG Subrecipient Agrmt PY 2022/23/Seniors First, Inc. (Approved by the Board 7/27/2021 Action Plan)
40	First Amdmt to IFB-603770-20/Echo ED Corp
41	First Amdmt to IFB-604046-20/D.H. Pace Company Inc dba D.H. Pace Door Services
42	First Amdmt to IFB-604070-21/D.H. Pace Company Inc dba D.H. Pace Door Services
43	Fourth Amdmt to IFB-603571-19/Clarke Mosquito Control Products
44	FPSC Order #PSC-2023-0180-PAA-EQ Issued 06/21/23
45	FPSC Order #PSC-2023-0182-PCO-EI Issued 06/26/23
46	FPSC Orders #PSC-2023-0190-PAA-EQ and PSC-2023-0191-TRF-EI Issued 06/29/23
47	Maintenance Bond #0252904/\$1,709.87/Vintage Lake Mary
48	Parks Contract for Services/Stephan Dodd
49	Parks Contracts (Natural Lands)/Margaret Femminineo and Cali Adams
50	Performance Bond #US00124641SYU23A/\$1,294,990.55/Cove at Riverbend/Recording of Plat
51	PS-4720-23 Safety Improvements Eval (3 Agrmts) Kittelson & Associates/Atkins North America/Vanasse Hangen Brustlin, Inc. (Ranking List approved by the BCC on 3-38-2023)
52	Second Amdmt to IFB-603616-19/Preferred Materials, Inc. - Asphalt Division
53	Tourist Tax Funding Agrmt/3 Step Sports LLC for First Amended HoganLax Florida Team Training & Orlando Jamboree
54	Tourist Tax Funding Agrmt/Legacy Event Management LLC for 2023 Alex Wilcox Classic
55	Tourist Tax Funding Agrmt/The Baseball Factory/2023 Florida Elite Showcase
56	Tourist Tax Funding Agrmt/USSSA Central Florida Fast Pitch/2023 Summer State Championships
57	Utility Easement and Temporary Construction Easement/Carillon Community Residential Association
58	W.O. #1 to PS-4431-22 /Iteris, Inc.
59	W.O. #1 to PS-4649-22/Song & Associates
60	W.O. #2 to PS-3253-20/GPI, Inc.
61	W.O. #23 to PS-4223-22/KMA Design Group
62	W.O. #3 to PS-3253-20/Greenman-Pedersen, Inc.

- 63 W.O. #42 to PS-2826-20/Johnson, Mirmiran & Thompson
- 64 W.O. #43 to PS-2826-20/Johnson, Mirmiran & Thompson
- 65 W.O. #73 to PS-1822-18/Jacobs Engineering
- 66 W.O. #75 to PS-1822-18/CHA Consulting
- 67 W.O. #81 to PS-1832-18/CDM Smith

**COUNTY COMMISSION - SEMINOLE**  
**BOCC Expenditure Approval List**  
**For Checks Dated From 6/7/23 Through 6/13/23**

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 1,997,960.38
00103	NATURAL LAND ENDOWMENT FUND	9,731.00
00104	BOATING IMPROVEMENT FUND	617.07
00108	FACILITIES MAINTENANCE FUND	14,775.10
00110	ADULT DRUG COURT GRANT FUND	2,928.00
00127	COUNTY OF SEMINOLE SUPV ELECTN	2,110.11
10101	TRANSPORTATION TRUST FUND	35,381.62
10400	BUILDING PROGRAM	964.24
11000	TOURISM PARKS 1,2,3 CENT FUND	1,668.47
11001	TOURISM SPORTS 4 & 6 CENT FUND	442.20
11200	FIRE PROTECTION FUND	64,452.88
11560	2014 INFRASTRUCTURE SALES TAX	1,246,586.93
11901	COMMUNITY DEVELOPMEN BLK GRANT	33,417.31
11908	DISASTER PREPAREDNESS	951.41
11916	PUBLIC WORKS GRANTS	2,106.00
11917	LEISURE SERVICES GRANTS	9,062.37
11919	COMMUNITY SVC GRANTS	90.00
11936	FEDERAL EMER RENTAL ASSISTANCE	4,500.00
11937	AMERICAN RESCUE PLN-SLFRF ARPA	102,392.43
12022	SHIP AFFORDABLE HOUSING 21/22	200,000.00
12023	SHIP AFFORDABLE HOUSING 22/23	10,451.50
12500	EMERGENCY 911 FUND	475.82
12804	LIBRARY-IMPACT FEE	10,670.97
15000	MSBU STREET LIGHTING	94,161.84
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	45.66
40100	WATER AND SEWER FUND	216,346.69
40108	WATER & SEWER CAPITAL IMPROVEM	62,224.91
40201	SOLID WASTE FUND	18,969.12
40301	WEKIVA GOLF COURSE FUND	4,202.59
50100	PROPERTY/CASUALTY INSURANCE FU	43,505.94
50300	HEALTH INSURANCE FUND	5,293,858.20
60308	ADULT DRUG COURT	1,464.00
<b>TOTAL REPORT</b>		<b>\$ 9,486,514.76</b>

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
JUNE 13, 2023**

**CHECK SEQUENCE: CK #271023 - #271024 SOE #947950 - 948232 BOCC**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA  
THIS 25TH DAY OF JULY, 2023.**

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**Chairman**

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**COUNTY COMMISSION - SEMINOLE**  
**BOCC Expenditure Approval List**  
**For Checks Dated From 6/14/23 Through 6/20/23**

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 664,484.29
00103	NATURAL LAND ENDOWMENT FUND	2,135.50
00104	BOATING IMPROVEMENT FUND	591.73
00108	FACILITIES MAINTENANCE FUND	43,901.60
00109	FLEET REPLACEMENT FUND	35,247.00
00110	ADULT DRUG COURT GRANT FUND	10,860.00
00127	COUNTY OF SEMINOLE SUPV ELECTN	64,045.49
10101	TRANSPORTATION TRUST FUND	56,088.12
10102	NINTH-CENT FUEL TAX FUND	885,433.00
11000	TOURISM PARKS 1,2,3 CENT FUND	7,030.40
11001	TOURISM SPORTS 4 & 6 CENT FUND	2,549.64
11200	FIRE PROTECTION FUND	1,491,865.55
11400	COURT SUPP TECH FEE (ARTV)	7,718.17
11500	1991 INFRASTRUCTURE SALES TAX	3,352,329.80
11541	2001 INFRASTRUCTURE SALES TAX	101,187.74
11560	2014 INFRASTRUCTURE SALES TAX	747,281.52
11901	COMMUNITY DEVELOPMEN BLK GRANT	5,460.91
11902	HOME PROGRAM GRANT	1,726.83
11904	EMERGENCY SHELTER GRANTS	9,678.90
11905	COMMUNITY SVC BLOCK GRANT	2,500.00
11908	DISASTER PREPAREDNESS	445.35
11919	COMMUNITY SVC GRANTS	48,817.60
11920	NEIGHBOR STABIL PROGRAM GRANT	453.33
11925	DCF REINVESTMENT GRANT FUND	16,008.28
11930	RESOURCE MANAGEMENT GRANTS	976.00
11933	FEDERAL MITIGATION GRANTS	309,033.15
11937	AMERICAN RESCUE PLN-SLFRF ARPA	7,060.99
12022	SHIP AFFORDABLE HOUSING 21/22	29,910.00
12023	SHIP AFFORDABLE HOUSING 22/23	22,687.82
12101	LAW ENFORCEMENT TST-LOCAL	1,000.00
12500	EMERGENCY 911 FUND	14,999.81
12804	LIBRARY-IMPACT FEE	16,378.97
13100	ECONOMIC DEVELOPMENT	182.03
15000	MSBU STREET LIGHTING	83,523.95
32300	FIVE POINTS DEVELOPMENT FUND	5,380.00
40100	WATER AND SEWER FUND	233,042.85
40108	WATER & SEWER CAPITAL IMPROVEM	88,701.13
40201	SOLID WASTE FUND	113,218.17
40301	WEKIVA GOLF COURSE FUND	3,582.00
50100	PROPERTY/CASUALTY INSURANCE FU	26,679.33
50300	HEALTH INSURANCE FUND	17,600.48
60303	LIBRARIES-DESIGNATED	2,000.00
60308	ADULT DRUG COURT	1,464.00
<b>TOTAL REPORT</b>		<b>\$ 8,535,261.43</b>



**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
JUNE 20, 2023**

**CHECK SEQUENCE: CK #948233- #948575 BOCC**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 25th DAY  
OF JULY 2023.**

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**Chairman**

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COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
For Checks Dated From 6/21/23 Through 6/27/23

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 2,791,872.27
00103	NATURAL LAND ENDOWMENT FUND	4,591.25
00108	FACILITIES MAINTENANCE FUND	68,728.82
00110	ADULT DRUG COURT GRANT FUND	44,272.55
00111	TECHNOLOGY REPLACEMENT FUND	3,666.63
00112	MAJOR PROJECTS FUND	4,786.13
00127	COUNTY OF SEMINOLE SUPV ELECTN	15,272.30
10101	TRANSPORTATION TRUST FUND	116,470.53
10102	NINTH-CENT FUEL TAX FUND	885,433.00
10400	BUILDING PROGRAM	314,609.42
11001	TOURISM SPORTS 4 & 6 CENT FUND	16,193.46
11200	FIRE PROTECTION FUND	313,204.75
11400	COURT SUPP TECH FEE (ARTV)	54,839.61
11500	1991 INFRASTRUCTURE SALES TAX	39,712.92
11560	2014 INFRASTRUCTURE SALES TAX	569,168.47
11641	PUBLIC WORKS-INTERLOCAL AGREEM	4,905.83
11901	COMMUNITY DEVELOPMEN BLK GRANT	16,363.69
11902	HOME PROGRAM GRANT	27,167.84
11904	EMERGENCY SHELTER GRANTS	3,063.66
11908	DISASTER PREPAREDNESS	32.71
11916	PUBLIC WORKS GRANTS	222.57
11917	LEISURE SERVICES GRANTS	71,212.00
11919	COMMUNITY SVC GRANTS	1,161.10
11930	RESOURCE MANAGEMENT GRANTS	2,307.00
11931	HOMELESSNESS GRANTS	238.00
11933	FEDERAL MITIGATION GRANTS	188,157.55
11937	AMERICAN RESCUE PLN-SLFRF ARPA	227,487.09
12022	SHIP AFFORDABLE HOUSING 21/22	38,451.25
12023	SHIP AFFORDABLE HOUSING 22/23	300.00
12101	LAW ENFORCEMENT TST-LOCAL	55.00
12500	EMERGENCY 911 FUND	599.36
15000	MSBU STREET LIGHTING	110,264.26
16000	MSBU PROGRAM	431.36
21235	GENERAL REVENUE DEBT - 2014	550.00
32300	FIVE POINTS DEVELOPMENT FUND	173,924.02
40100	WATER AND SEWER FUND	69,287.44
40108	WATER & SEWER CAPITAL IMPROVEM	12,479.70
40201	SOLID WASTE FUND	82,671.67
40301	WEKIVA GOLF COURSE FUND	5,000.00
50100	PROPERTY/CASUALTY INSURANCE FU	71,339.04
50200	WORKERS COMPENSATION FUND	1,925.00
50300	HEALTH INSURANCE FUND	47,176.46
<b>TOTAL REPORT</b>		<b>\$ 6,399,595.71</b>

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
JUNE 27, 2023**

**CHECK SEQUENCE: CK #271017 - #271051 SOE      CK #948576 - #949001 BOCC**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 25th DAY  
OF JULY 2023.**

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**Chairman**

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***SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS***

**PAYROLL APPROVAL LIST**

**As of Pay Date: 06/08/2023  
Biweekly Payroll Ending: 06/03/2023**

Check Numbers: **162171 - 162181**

Voided Check Number: N/A

Net Expenditure Total: **\$2,885,206.58**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 25th day of July 2023.

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Chairman

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***SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS***

**PAYROLL APPROVAL LIST**

**As of Pay Date: 06/22/2023  
Biweekly Payroll Ending: 06/17/2023**

Check Numbers: **162182 - 162192**

Voided Check Number: N/A

Net Expenditure Total: **\$2,838,112.04**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 25th day of July 2023.

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Chairman

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# BCC FINANCE DESTRUCTION - 2023

## NON-SCANNED RECORDS

<b>ITEM</b>	<b>YEAR</b>	<b>BOXES</b>
A/P CHECK REGISTERS	16/17	2
A/R VOUCHERS	16/17	15
BANK RECONCILIATION	16/17	2
BUDGET TRANSFER (MISC BOX #32)	14/15-15/16	1
CAFRS	2011-2012	3
CAFR COMP AB	FY04	1
FIXED ASSETS BACKUP (MISC BOX #06)	16/17	1
FRS	2015	1
JOHN EASTERN	2003-2015	1
JOURNAL ENTRIES	16/17	6
MISC PAYROLL FOLDERS (OPEN ENROLLMENT 2015, FSA 2013)		1
PAYROLL	2015	26
PAYROLL CDS	2005-2010	1
P-CARDS	16/17	2
QUARTERLY TAXES	2008-2012	10
SAVINGS BONDS/DEF COMP	2008-2009	1
SUI REPORTS 2008-2009		
SAVINGS BONDS 2009		
DEFERRED COMP 2009		
FLSDU 2008-2009		
DIRECT DEPOSIT RETURNS 2008-2009		
SOE PAY ROLL	2015	1
SOE TAXES/FSA	2008-2009	1
VOUCHERS	16/17	101
<b>TOTAL BOXES</b>		<b>177</b>

**COMMISSION RECORDS  
SCANNED RECORDS**

<b><u>ITEM</u></b>	<b><u>YEAR</u></b>	<b><u>BOXES</u></b>
BCC MINUTES/AGENDA BACKUPS	2020	8
BCC MEETINGS DOCUMENTARY	2020	10
BIDS	2020	4
CONSTRUCTION CONTRACTS (CC-5075-10 PARTIAL – CC-6877-11 PARTIAL)	2010-2011	1
<b><u>TOTAL BOXES</u></b>		<b><u>23</u></b>

<b>BOX #</b>	<b>DESCRIPTION</b>
12-136	GRANT AGREEMENTS <b>**NO YEARS LISTED**</b>
12-137	GRANT AGREEMENTS <b>**NO YEARS LISTED**</b>
1301	FED/ST GRANTS PUBLIC WORKS GRANT: SHERRIF/FEMA/SHIP 2000 & 2001 GRANTS:CDBG, CDBG-R (1/9/10-6/27/11); HUD (8/20/10-12/31/12); SHIP DOC STAMPS (FY07/08-1302 10/11)
1303	GRANTS FDOT PUBLIC WORKS 08/12
1304	CLOSED GRANTS: TANKS/PETRO COMM. ASST. <b>**NO YEARS LISTED**</b>
1306	CONTRACTS: ENGINEERING /PUBLIC WORKS 2013
1307	CONTRACTS: ENGINEERING /PUBLIC WORKS 2013
1308	CONTRACTS: ENGINEERING /PUBLIC WORKS 2013
1309	CONTRACTS: ENGINEERING/PUBLIC WORKS <b>**NO YEARS LISTED**</b>
1311	FACILITIES LEASES AND RENTAL AGREEMENTS <b>**NO YEARS LISTED**</b>
1312	FACILITIES: CLOSED CONTRACTS 2013
1313	FACILITIES: CLOSED CONTRACTS 2013
1314	FACILITIES: CLOSED CONTRACTS 2013
1315	FACILITIES: CLOSED CONTRACTS 2013
1316	FACILITIES: CLOSED CONTRACTS 2013
1317	PUBLIC SAFETY: CLOSED CONTRACTES 2006-2013 BOND ISSUE BACKUP 1999-2002; B.U. REQUEST BUSINESS UNIT 2010-2012; INVEST REPORTS 1318 2006-2009
1325	GRANTS: COMM. ASST. <b>**NO YEARS LISTED**</b>
MISC. 44	HURRICANE(S)/STORM(S) BACKUP '04, '06, '08, '15; VARIOUS ENV SVCS CONSTR. PAPERWORK

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**TOTAL BOX COUNT: 20**





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2023-726**

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**Title:**

**Millage Rates for TRIM Notification** - Establish the Fiscal Year 2023/24 proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2023/24 County Budget. Countywide (**Timothy Jecks, Budget Director**) Requesting Department - Resource Management

**Division:**

Resource Management - Budget

**Authorized By:**

Lorie Bailey-Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Sara Carrick, Financial Administrator - 407-665-7180

**Motion/Recommendation:**

Click or tap here to enter text.

**Background:**

The Truth In Millage (TRIM) process informs taxpayers and the public of the legislative process local authorities must comply with in determining ad valorem (property) taxes.

Section 200.065, Florida Statutes and Florida Administrative Code 12D-17.003 requires that each taxing authority certify to the Property Appraiser their current year millage rates, the proposed millage rates, the rollback rates, and the date, time, and place of the first public hearing within 35 days of certification of taxable values (August 4th, 2023). This information is mailed by the Property Appraiser's Office no later than August 24th to each property owner via the "Notice of Proposed Property Taxes" (TRIM Notice) and serves as the notification for the First Public Hearing to adopt the budget. The second public hearing date is set at the Tentative Budget Hearing and is advertised pursuant to Florida Statutes in a newspaper of general circulation.

**Public Hearings are proposed as follows:**

1st Public Hearing - Tuesday, September 12, 2023 at 5:30pm, BCC Chambers in accordance with

federal, state, and county directives.

2nd Public Hearing - Tuesday, September 26, 2023 at 5:30pm, BCC Chambers in accordance with federal, state, and county directives.

**Proposed Budget and Millage Rates:**

The FY 2023/24 Proposed Budget for Seminole County is balanced as required by State law. The proposed budget has been formulated based on maintaining current property tax rates for all BCC taxing districts as outlined on the attached table.

Pursuant to Florida's "Truth In Millage" law, a tax increase occurs when the adopted millage rate exceeds the rollback rate. The rollback rate essentially generates the same property tax revenue for each taxing authority as was levied during the previous fiscal year; exclusive of new construction and voted debt. Any rate over the rollback rate is considered a tax increase and must be noticed and announced as such.

The rollback ad valorem tax rate is predicated on changes to existing properties. Countywide property values for FY 2023/24 grew by 10.81% with 9.47% of this growth associated with the reappraisal of existing properties and 1.35% for new construction. In aggregate, maintaining current millage rates for all BCC taxing districts with a 10.81% growth in existing property values results in a statutory increase of 9.00% in property taxes levied. Ad valorem revenue generated by the increase in taxable values over the prior year adopted revenue totals \$30.7M, with \$21.9M for Countywide General services, \$251K for the Unincorporated Road District; and \$8.5M for the Fire District.

**Staff Recommendation:**

Approve the Fiscal Year 2023/24 proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2023/24 County Budget.

# TRUTH IN MILLAGE (TRIM)

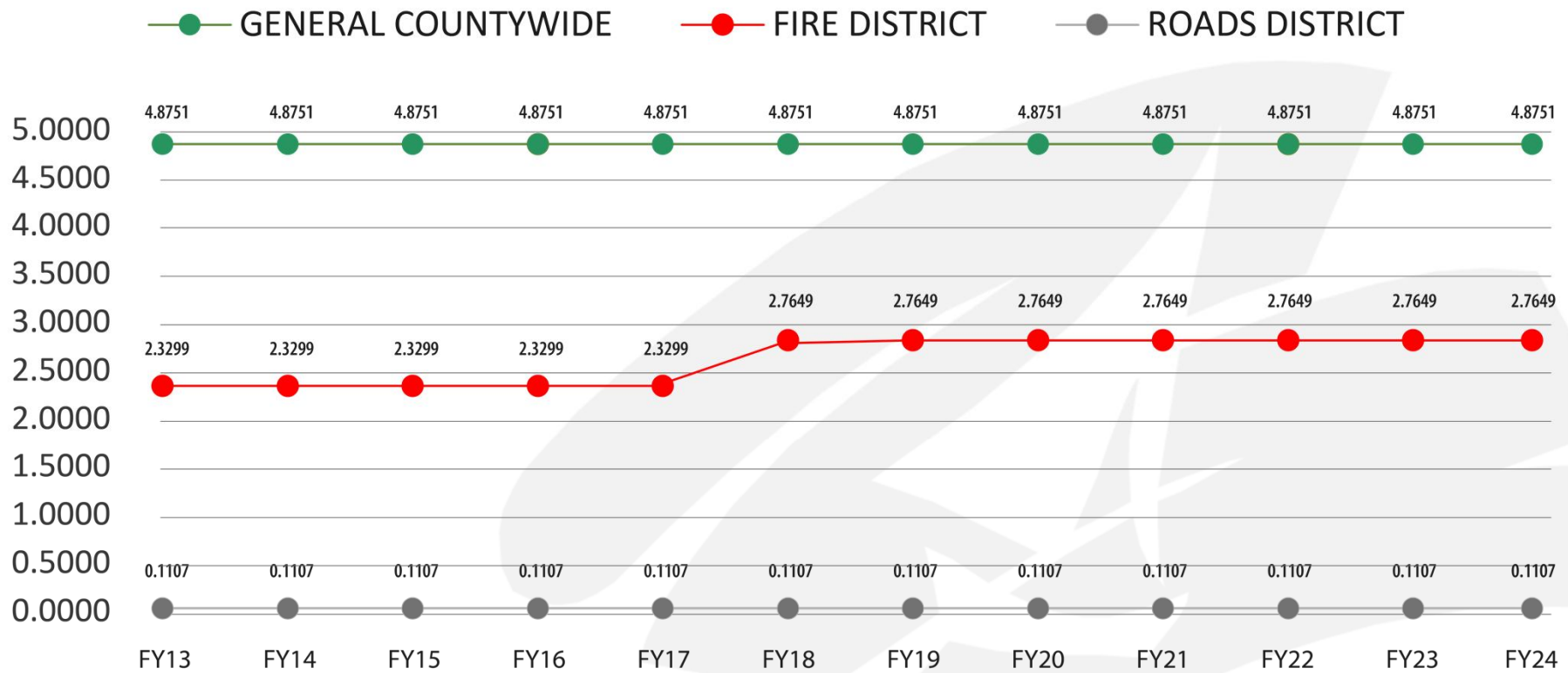
FY 2023/24 Budget Development  
July 25, 2023

SM

## PROPOSED MILLAGE RATES

	<b>FY23 CURRENT MILLAGE</b>	<b>FY24 ROLLBACK RATE</b>	<b>FY24 PROPOSED MILLAGE</b>	<b>% INCREASE OVER ROLLBACK</b>
<b><u>COUNTYWIDE</u></b>				
<b>General County Millage</b>	<b>4.8751</b>	<b>4.4551</b>	<b>4.8751</b>	<b>9.43%</b>
<b><u>SPECIAL DISTRICTS</u></b>				
<b>Fire/Rescue MSTU</b>	<b>2.7649</b>	<b>2.5289</b>	<b>2.7649</b>	<b>9.33%</b>
<b>Unincorporated Road MSTU</b>	<b>0.1107</b>	<b>0.1017</b>	<b>0.1107</b>	<b>8.85%</b>
<b>TOTAL BCC Millage</b>	<b>7.7507</b>	<b>N/A</b>	<b>7.7507</b>	<b>N/A</b>

# MILLAGE HISTORY



SM

# STAFF RECOMMENDATION

Staff Recommends the Board approve the Fiscal Year 2023/24 proposed millage rates and set the date, time, and place for the First Public Hearing to tentatively adopt the Fiscal Year 2023/24 County Budget.

- Establish FY24 millage rates
- Maintain total rates of 7.7507 mills
- 1<sup>st</sup> Public Hearing (9/12/2023 at 5:30pm)
- 2<sup>nd</sup> Public Hearing (9/26/2023 at 5:30pm)

SM

**FY 2023/24 Ad Valorem Taxes  
(DR420 Certification of Taxable Values - July 1, 2023)**

DISTRICT	FY 2023/24					Comparison To FY 2022/23			
	Taxable Growth	Millage Rate	Versus Current Rate	Preliminary Taxable Value	Ad Valorem At 96%	FY 2022/23 Adopted Ad Valorem At 96%	FY 2023/24 vs Adopted	FY 2022/23 Final Value Ad Valorem At 96%	FY 2023/24 vs Final Value
<b>General Fund</b>	<b>10.81%</b>								
<b>Current</b>		<b>4.8751</b>	<b>0.0000</b>	<b>49,688,746,812</b>	<b>232,548,105</b>	210,600,000	21,948,105	209,856,668	22,691,437
Rolled Back		4.4551	(0.4200)	49,688,746,812	212,513,602	210,600,000	1,913,602	209,856,668	2,656,934
HB1B Majority Vote		5.0986	0.2235	49,688,746,812	243,209,323	210,600,000	32,609,323	209,856,668	33,352,655
HB1B Two-Thirds Vote		5.6085	0.7334	49,688,746,812	267,532,163	210,600,000	56,932,163	209,856,668	57,675,495
<b>Unincorporated Roads</b>	<b>10.29%</b>								
<b>Current</b>		<b>0.1107</b>	<b>0.0000</b>	<b>24,712,269,175</b>	<b>2,626,222</b>	2,375,000	251,222	2,381,262	244,960
Rolled Back		0.1017	(0.0090)	24,712,269,175	2,412,708	2,375,000	37,708	2,381,262	31,446
HB1B Majority Vote		0.1219	0.0112	24,712,269,175	2,891,929	2,375,000	516,929	2,381,262	510,667
HB1B Two-Thirds Vote		0.1341	0.0234	24,712,269,175	3,181,359	2,375,000	806,359	2,381,262	800,097
<b>Fire District</b>	<b>10.48%</b>								
<b>Current</b>		<b>2.7649</b>	<b>0.0000</b>	<b>35,151,295,136</b>	<b>93,302,223</b>	84,750,000	8,552,223	84,449,565	8,852,658
Rolled Back		2.5289	(0.2360)	35,151,295,136	85,338,346	84,750,000	588,346	84,449,565	888,781
HB1B Majority Vote		2.6221	(0.1428)	35,151,295,136	88,483,403	84,750,000	3,733,403	84,449,565	4,033,838
HB1B Two-Thirds Vote		2.8843	0.1194	35,151,295,136	97,331,405	84,750,000	12,581,405	84,449,565	12,881,840
<b>Total Ad Valorem Taxes</b>					<b>328,476,550</b>	<b>297,725,000</b>	<b>30,751,550</b>	<b>296,687,495</b>	<b>31,789,055</b>

## Truth In Millage "TRIM" Millage Rates

Rolled-back millage rates, proposed millage rates and the percentage increase/decrease over rolled-back millage rates for each millage levy of Seminole County Government are summarized in the following table:

	CURRENT FY 2022/23 MILLAGE	ROLLED- BACK FY 2023/24 MILLAGE	PROPOSED FY 2023/24 MILLAGE	% INCREASE OVER ROLLED- BACK
<b><u>COUNTYWIDE</u></b>				
General County Millage	4.8751	4.4551	4.8751	9.43%
<b><u>SPECIAL DISTRICTS</u></b>				
Fire/Rescue MSTU	2.7649	2.5289	2.7649	9.33%
Unincorporated Road MSTU	0.1107	0.1017	0.1107	8.85%
<b>TOTAL BCC Millage</b>	<b>7.7507</b>	<b>N/A</b>	<b>7.7507</b>	<b>N/A</b>

### **General County Millage**

Countywide millage is assessed against all taxable property in the County to support general governmental activities of the County.

### **Fire Protection Millage**

The County levies a dependent special district millage for the operation of a municipal services taxing unit for the provision of fire and emergency medical services which covers the unincorporated (i.e., outside of municipal limits) area of the County and the incorporated limits of Altamonte Springs, Winter Springs, and Casselberry.

### **Unincorporated Roads Millage**

The County levies a dependent special district millage for the provision of transportation services in the unincorporated (i.e., outside of municipal limits) area of the County.

**The proposed "aggregate" millage rate for all BCC taxing districts is 6.8861 mills, which represents an 9.00% increase over the current year "aggregate" rolled-back millage rate of 6.3178 mills.**

Note: The aggregate millage rate is based on a statutory formula that divides the sum of all property taxes levied by the Seminole County BCC (Countywide, Road District MSTU and Fire District MSTU) by the total countywide taxable value. The current year aggregate millage rate (based on proposed property taxes to be levied) is divided by the rolled back aggregate millage rate (based on prior year property taxes levied adjusted for CRA incremental values and payments) to determine the statutory increase in proposed taxes to be levied by the BCC. Florida's "Truth in Millage" or TRIM process requires the aggregate tax increase to be publicly announced at the September budget hearings to adopt the tentative and final millage rates.